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03/20/2014

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF GALION**  
**AND**  
**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**  
**FULL-TIME PATROL OFFICERS, FULL-TIME DISPATCHERS AND**  
**RECORDS CLERK(S)**

**Case Nos.: 13-MED-09-1157**  
**13-MED-09-1158**

**EFFECTIVE:**

**January 1, 2014 through December 31, 2016**

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**ARTICLE 1**  
**AGREEMENT AND PURPOSE**

**Section 1.1.** This Agreement is entered into by the City of Galion, Ohio, hereinafter referred to as the City, and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the Organization.

**Section 1.2.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in this Agreement.

**Section 1.3.** This Agreement is made for the purposes of establishing, continuing, and promoting cooperation and harmonious relations between the City, the Organization, and the members of the Organization in the bargaining unit; the establishment of equitable and peaceful procedures for the resolution of differences, guaranteeing the timely and effective delivery of services to the citizens of Galion; providing the definition of the respective rights, responsibilities, and duties of the parties; and the enumeration of negotiated rates of pay, hours of work, and other terms and conditions of employment. To the end of accomplishing these purposes, the City encourages its employees to openly discuss with their supervisors those work-related problems which affect the employees' well-being.

**Section 1.4.** Whereas this Agreement may address subjects also addressed by the Civil Service laws and/or Rules and Regulations of the Civil Service Commission of the City of Galion, the parties hereby mutually agree that this Agreement shall take precedence over any conflicting Civil Service provision and the Civil Service Commission shall have no jurisdiction to receive or determine any appeals relating to the interpretation or application of this Agreement.

It is expressly understood that the conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible lists from examinations, and the appointments from the eligible lists shall remain under the control and jurisdiction of the Civil Service Commission of the City of Galion.

**Section 1.5.** In accordance with the provisions of Ohio Revised Code Section 4117.10(A), all provisions listed in this Agreement are intended to supersede and/or prevail over conflicting and/or additional subjects found in O.R.C. sections 124.01 through 124.56.

**Section 1.6.** The provisions of this Agreement constitute the entire Agreement between the City and the Organization and all prior written agreements or other writings are hereby cancelled. Any benefit orally granted in the past, that has been continuous and is known and sanctioned by the Chief, will not be altered for the life of this Agreement unless and until there have been good faith discussions between the Chief and the Organization. This Agreement may be changed only in accordance with the provisions set forth herein.

**Section 1.7.** Should any part of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this

Agreement be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portions of this Agreement by a court of competent jurisdiction, and upon written request by either party, the parties to this Agreement shall meet at mutually agreeable times in an attempt to modify the invalidated provisions by good faith negotiations.

**Section 1.8.** No changes in this Agreement shall be negotiated for the duration of this Agreement unless there is a written accord by and between the parties hereto to do so, which written accord shall contain a list of those matters mutually agreed to be the subject of such negotiations. Any negotiated changes to be effective and incorporated in this Agreement must be in writing and signed by the parties. Nor shall either party attempt to achieve the alteration of this Agreement by recommending changes in, additions to, or deletions from City ordinances and resolutions or Civil Service Commission Rules and Regulations.

**Section 1.9.** All references in this Agreement solely to the male gender or solely to the female gender shall be construed to be equally applicable to both except/unless specifically stated otherwise.

**Section 1.10.** Neither the Employer nor the Organization shall discriminate against any bargaining unit employee on the basis of religion, age, sex, race, color, national origin, disability, genetic information, or military status. The Organization shall share equally with the Employer the responsibility for applying this article of the Agreement.

**Section 1.11.** The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the Organization, and the Employer shall not discriminate, interfere, restrain, or coerce any employee because of Organization membership or because of any authorized employee activity in an official capacity on behalf of the Organization, as long as that activity does not conflict with the terms of this Agreement.

**Section 1.12.** The Organization agrees not to interfere with the rights of employees to refrain or resign from membership in the Organization and the Organization shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the Organization or involvement in Organization activities.

## **ARTICLE 2** **ORGANIZATION AND RECOGNITION AND DUES DEDUCTION**

**Section 2.1.** The City recognizes the Organization as the sole and exclusive bargaining agent with respect to wages, hours, terms, and conditions of employment in accordance with Chapter 4117 of the Ohio Revised Code for those employees included within the Bargaining Units hereafter described.

**Section 2.2.** It is understood that this Agreement is a multiple unit Agreement, entered into voluntarily by the parties pursuant to Chapter 4117 of the Ohio Revised Code.

**Section 2.3.** There are established two (2) Units within this Agreement. The first Unit consists of all full-time Patrol Officers (Case No. 99-REP-09-0206). The second Unit consists of all full-time Dispatchers and Records Clerk(s) (99-REP-09-0207). All other positions, including those occupied by management level employees, confidential employees, professional employees, part-time, seasonal, and casual employees, and supervisors, including Police Chief, Captains, Lieutenants, and Administrative Assistants, shall not be considered included in the bargaining units.

**Section 2.4.** The Organization may represent a new employee in the above classifications upon the employee having completed his ninetieth (90th) calendar day of service in the department; provided, however, that the Organization shall not represent the employee in an issue pertaining to the discipline or the acceptance or rejection of the employee during the remaining time of his one (1) year probationary period.

**Section 2.5.** The Employer agrees to deduct Organization membership dues in accordance with this Article for all employees eligible for the bargaining unit.

**Section 2.6.** The Employer agrees to deduct regular Organization membership dues once each month from the pay of any employee in the bargaining units eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the City Auditor by the employee. Upon receipt of the proper authorization, the Employer will deduct Organization dues from the payroll check for the next pay period in which the authorization was received by the Employer. The authorization card may be submitted any time after the effective date of this Agreement and shall continue in effect until the anniversary date of this Agreement. An employee may cancel Organization membership at any time; however, the revocation of the dues deduction authorization may only be canceled no earlier than one hundred twenty (120) days, nor later than ninety (90) days prior to the expiration date of this Agreement. Written notice of the dues deduction revocation shall be served upon the City Auditor by the employee to make the revocation effective. This provision shall not require an employee to become or remain a member of the Organization as a condition of securing or retaining employment.

**Section 2.7.** For the duration of this Agreement, the Employer agrees to remit the dues deducted from eligible bargaining unit employees' pay, in accordance with this Article, once each month to the Ohio Patrolmen's Benevolent Association.

**Section 2.8.** The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Organization dues. The Organization 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 Organization, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Organization.

**Section 2.9.** The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization or resignation by the employee from the

Organization in accordance with the provisions of this Article; or (6) any other separation from the City's payroll.

**Section 2.10.** The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Organization dues.

**Section 2.11.** The parties agree that neither the employees nor the Organization shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within thirty (30) days after the date such an error is claimed to have occurred, or was known to have occurred. If it is found an error was made, it will be corrected at the pay period that the Organization dues deductions would normally be made by deducting the proper amount.

**Section 2.12.** The amount of dues to be deducted shall be certified to the City Auditor, in writing, by the Organization. Changes in rates of deduction shall be effective thirty (30) calendar days after notice is received by the Employer or on the next payday from which dues are customarily deducted, whichever is convenient for the Employer.

### **ARTICLE 3** **MANAGEMENT RIGHTS**

**Section 3.1.** City management retains the right to:

- A. Direct the work of employees;
- B. Determine the mission of the departments and the personnel, methods, means, and procedures necessary to most efficiently fulfill that mission;
- C. Determine the size and composition of the work force;
- D. Suspend, discipline, reduce, or discharge employees for cause;
- E. Lay off employees or abolish positions;
- F. Hire, schedule, promote, demote, transfer, and assign employees;
- G. Recruit, select, and determine the qualifications and characteristics desired in new hires;
- H. Schedule or not schedule overtime as required in the manner most advantageous to the requirements of efficient governmental operations;
- I. Determine the locations, size, and number of facilities;
- J. Determine the quality standards and workmanship required;
- K. Schedule employees and establish their hours and days of work;

- L. Select the type, quantity, and quality of equipment, tools, and machinery to be used; the methods of operating them; and the responsibilities therefore;
- M. Place work with outside contractors;
- N. Establish, and require conformance to, reasonable rules of conduct;
- O. Take necessary action during emergency situations;
- P. Train or retrain employees as management deems appropriate; and
- Q. Generally manage the City's business as it deems best.

**Section 3.2.** To the extent only that any of the above City management functions have been limited or predetermined by a specific provision of this Agreement, alleged violations of such provisions are subject to the grievance procedure.

#### **ARTICLE 4** **ORGANIZATION REPRESENTATION**

**Section 4.1.** The City agrees to allow not more than one (1) dispatcher and three (3) patrol officers selected by the Organization, and, including the Organization chairman, to serve on the Organization's negotiations committee for the purpose of renegotiating this Agreement and/or negotiating toward a successor Agreement pursuant to the duration and termination Article herein. These committee members shall be paid for time spent in actual negotiations meetings with the City's representatives, but only to the extent that such joint meetings occur during the member's regular, straight-time scheduled working hours on the day(s) in question. In no event will overtime pay result from hours spent in negotiations. It is expected that members selected for the Organization's negotiations committee will use their personal, off-duty time for purposes of preparing for negotiations sessions with the City. Only in the event of an unusual and unexpected, job-related emergency on the day of scheduled negotiations with the City would the City deny permission to any member of the Organization's negotiations committee to be in attendance at a joint negotiations session, and then only for so long as the emergency need for his services on his job shall continue. The negotiation session shall constitute the employee's duty shift. Shift personnel who participate in negotiations during off-duty hours shall be guaranteed at least eight (8) consecutive hours of rest time either prior to or following any given negotiation session before being required to report for the next regularly assigned shift.

**Section 4.2.** The Chief of Police and/or the Safety Service Director or his delegate may grant up to seven (7) paid and seven (7) unpaid workdays in the aggregate, per calendar year to delegates or alternates designated by the Organization to attend conventions, seminars, or conferences of the Organization. Employees must receive approval from the Chief of Police and/or the Safety Service Director or his delegate, and approval will only be denied due to a manpower shortage. Approval will not be unreasonably withheld, and employee trading of duty days to accommodate such leave is allowed with the approval of the Chief of Police and/or the Safety Service Director or his delegate.

**Section 4.3.** Sufficient time off may be granted up to two (2) elected officers of the Organization who are employees covered hereunder for the purpose of attending and conducting regular or special meetings of the Organization, provided, however, a forty-eight (48) hour notice is given to the Chief of Police and such release from duty is subject to the scheduling requirements in the interest of efficient operation of the department.

## **ARTICLE 5**

### **GRIEVANCE PROCEDURE AND ARBITRATION**

**Section 5.1.** The word “grievance” as used in this Agreement means a complaint brought by a bargaining unit member alleging failure of the City to comply with a specific provision of this Agreement, which alleged failure directly or adversely affected the member-grievant. To be recognized, a grievance must be brought to the attention of the City by the affected bargaining unit employee within seven (7) calendar days of its occurrence or of the date the facts giving rise to the grievance should reasonably have been known by the said member.

**Section 5.2.** Where a group of bargaining unit members is comprised of individuals, each of whom is adversely affected by the same grievance matter and each of whom desires to grieve, all who feel they qualify shall sign the written grievance of the group, but only one (1) of these employee-grievants shall process the grievance as the designated representative of the group. There can be no so-called “policy” grievances brought by the Organization officials in their official capacities on behalf of the Organization, nor may the Organization process any grievance not brought by an employee who is directly or adversely affected by the alleged failure of the City to comply with this Agreement.

**Section 5.3.** If a specific administrative agency relief of judicial or quasi-judicial nature is provided for by the statutes of the State of Ohio or the United States for review or redress of specific matters limited to Workers’ Compensation or Unemployment Compensation, such matters may not be the subject of a grievance or be processed as such.

**Section 5.4.** The following are the implementation steps and procedures for all grievances brought under this Agreement:

**Step 1:** A bargaining unit employee having an individual grievance shall first attempt to resolve it by meeting informally with the Police Chief, or his designee. Such attempt at informal resolution shall be made by the employee-grievant within seven (7) calendar days following the events or circumstances giving rise to the grievance occurring, or seven (7) calendar days after the facts should reasonably have been known by the employee. At this Step 1, there is no requirement that the grievance be put in writing, and a representative may properly be in attendance in the informal meeting called for at the request of the employee-grievant. The Police Chief and employee-grievant shall document on a form agreed upon by the parties, the date, time, and substance of the meeting held at this step of the procedure.

**Step 2:** If the employee-grievant is not satisfied with the oral answer he received in Step 1, and he wishes to pursue it further, he may, within seven (7) calendar days

following the Step 1 meeting, submit such grievance in writing to the Police Chief on a grievance form agreed upon by the parties. On such form the employee-grievant shall briefly but concisely state the relevant facts giving rise to the grievance, shall state specifically what Article and Section of this Agreement the employee-grievant alleges was violated by the City, and shall state specifically what remedy the employee-grievant requests which, if granted by the City, would resolve the grievance to the employee-grievant's satisfaction. This written grievance form shall be received by the Police Chief within seven (7) calendar days following the Step 1 meeting. The Police Chief shall immediately schedule a meeting with the employee-grievant in an effort to resolve the written grievance. This meeting shall be offered to be held within seven (7) calendar days following his receipt of the written grievance; a written response will be given to the employee-grievant within fourteen (14) calendar days following his receipt of the grievance, whether a grievance meeting was held or not.

**Step 3:** If the employee-grievant is not satisfied with the written response from Step 2 and desires to proceed further with his grievance, he may do so by submitting the written grievance form prepared for Step 2 to the Safety Service Director or his delegate. Such form must be received by the Safety Service Director, his delegate, or his office within seven (7) calendar days following the date of the written response at Step 2. Within fourteen (14) calendar days following receipt of the grievance form at this step, the Safety Service Director or his delegate will conduct a meeting on the grievance with the employee-grievant and the Organization chairman, or designee, and respond in writing to the employee-grievant and the Organization chairman, or designee.

**Section 5.5.** Employee-grievants shall not receive overtime pay to engage in grievance activities provided for herein; however, the City will attempt to conduct grievance meetings during the employee-grievant's working hours whenever possible.

**Section 5.6.** All grievances must be processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. All time limits on grievances may be extended upon mutual consent of the parties.

Any grievance not presented or appealed to the next step by the Organization within the specified time allowed in each step of the grievance procedure will be considered as settled on the basis of the Employer's answer at the last completed step.

**Section 5.7.** If it is the view of the employee-grievant that the facts giving rise to an alleged grievance are such that a delay would create irreparable harm to the grievant or the City, and upon the advance mutual agreement of the representatives at any step in the grievance procedure, any step or steps in this grievance procedure may be combined to accelerate and expedite the resolution of the emergency condition.

**Section 5.8.** Should the employee-grievant, after reviewing the written response in his grievance at Step 3 of the grievance procedure, still feel that the grievance has not been resolved to his satisfaction, he may request arbitration from the OPBA attorney, and, should the OPBA attorney determine that it desires that the grievance be pursued in arbitration, the Organization president or the OPBA attorney may request in writing to the Safety Service Director that it be heard before an arbitrator. The OPBA attorney shall file notice of intent to arbitrate to the Safety Service Director for arbitration within fourteen (14) calendar days of the grievant's receipt of the written answer from the Safety Service Director at Step 3; thereafter such written City response shall be deemed to have been agreed upon by the OPBA attorney and the employee-grievant, and it shall be final and binding on the parties if no timely application for arbitration is made. There shall be no requirement on the City to go forward to arbitration on any grievance not appealed to arbitration.

**Section 5.9.** Only matters which come within the definition of "grievance" and which have been properly processed through the regular grievance procedure as set forth herein shall be considered for arbitration. Within fourteen (14) calendar days following the Safety Service Director's receipt of the OPBA attorney's notice of intent to arbitrate, the Safety Service Director and the OPBA attorney will consult and attempt to agree on a mutually acceptable arbitrator. If the parties are unable to mutually agree on a person to serve as arbitrator in the matter, the parties shall request a list of nine (9) impartial arbitrators from the Federal Mediation and Conciliation Service. The Request for Panel of Arbitrators shall specify FMCS Ohio arbitrators who are members of the National Academy of Arbitrators. The parties shall attempt to agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list. The parties shall select an arbitrator within ten (10) working days from the date the list of nine (9) arbitrators is received. The parties shall use the alternate strike method from the list of nine (9) arbitrators submitted to the parties by the Federal Mediation and Conciliation Service. The party requesting the arbitration shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Each party shall have the option to completely reject one (1) list of names provided by the Federal Mediation and Conciliation Service and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service.

**Section 5.10.** The arbitrator shall hold the arbitration promptly and be requested to issue his decision within sixty (60) calendar days after the hearing or the filing of posthearing briefs. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific Articles and/or Sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement, nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement.

**Section 5.11.** The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

**Section 5.12.** The decision of the arbitrator shall be final and binding upon the Organization, the employee, and the Employer. Any cost involved in obtaining the list of arbitrators shall be paid by the party requesting the list. All costs directly related to the services of the arbitrator shall be paid by the losing party. Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

**Section 5.13.** Any member in attendance for such hearing, who is called to the stand as a witness by either party, and the Organization president shall not lose pay or any benefits to the extent such hearing hours are during their normally scheduled working hours on the day of the hearing.

**Section 5.14.** When an employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the Organization chairman will be notified of his right to be present at the adjustment.

## **ARTICLE 6**

### **LABOR/MANAGEMENT MEETINGS**

**Section 6.1.** The City and the Organization agree to meet, upon request of the Organization chairman or the Safety Service Director, or his delegate, at a time mutually agreed upon, with up to three (3) representatives of the patrol unit and one (1) representative of the dispatcher - records clerk unit, including the Organization chairman, to discuss items of mutual concern to the administration and the Organization. Such meetings will be at times and places mutually agreeable to the administration and the Organization, and shall be scheduled upon receipt of a written request and the submission in advance of the suggested agenda(s) to be followed in such meeting. Only such agenda items as are mutually agreed upon between the Safety Service Director or his delegate and the Organization president will be discussed in these meetings, which subjects may be the following:

A. General discussion of the administration of this Agreement.

- B. Two-way information sharing on items of mutual interest.
- C. Membership complaints related to personnel matters, including job classification and health and safety concerns of Organization members, which are not a proper subject for filing a grievance.

**Section 6.2.** Where such meetings are held during the regular, straight-time hours on the days in question of the Organization members attending these labor/management meetings, they shall lose no pay for the straight-time hours that they are in attendance at such approved meetings.

**Section 6.3.** In no event shall the labor/management meetings called for in this Article be viewed as a substitute for or continuation of negotiations of this Agreement nor may the items discussed in any way alter or amend this Agreement, or detract from or add to other remedies already available to the bargaining unit members.

## **ARTICLE 7** **NO STRIKE**

**Section 7.1.** Inasmuch as this Agreement, especially in Articles 5 and 6, provides ample and adequate mechanisms for the Organization and its bargaining unit employees to resolve grievances and other personnel concerns with the City administration in a peaceful, orderly, and constructive manner, including the resolution of the grievances by an impartial third party, the City, the Organization, and the bargaining unit employees recognize their mutual responsibility to provide for uninterrupted services to the citizens of the City of Galion.

**Section 7.2.** The Organization agrees that neither it, its officers, agents, representatives, or members individually or collectively, will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, sick-out, sit-down, stay-in, slowdown, "job action," stay-home, or any other interruption of operations of the services of the City (including purported mass resignations, sick calls, or refusals to work assigned overtime) by its members or other employees of the City, regardless of the reason for engaging in such activities.

**Section 7.3.** Should a strike or concerted stoppage or other withholding of work by Organization members occur during the term of this Agreement, the Organization chairman shall be immediately obligated to do the following things upon notification by the Safety Service Director that the City feels any action specific in Section 7.2 herein has occurred:

- A. Advise the City through the Safety Service Director Manager, in writing, that the strike or stoppage has not been called or sanctioned by the Organization.
- B. Post copies of the following notice on all bulletin boards:

The strike (stoppage) which has occurred (is going on) in Galion is in violation of the Labor Agreement. Inasmuch as no such strike or stoppage has been called or sanctioned by the Organization, if you are engaged in any such strike or stoppage, you are hereby instructed to report to work immediately.

The Ohio Patrolmen's Benevolent Association,

By: \_\_\_\_\_

THIS NOTICE IS POSTED IN ACCORDANCE WITH THE PROVISIONS OF THE AGREEMENT BETWEEN THE CITY AND THE ORGANIZATION.

- C. Send a certified letter to the home address of each bargaining unit member containing the same language as the bulletin board posting.

Upon full compliance and uncompromising conduct by the Organization with the above provisions, the Organization and its officers shall not be held financially liable for acts of its members or agents which are unauthorized and which the Organization cannot control.

**Section 7.4.** In addition to the other rights and remedies prescribed by law, the City shall have the right to discipline, up to and including removal, under Chapter 124 or Chapter 4117 of the Ohio Revised Code, or the terms of this Agreement, any bargaining unit employee who instigates, participates in, or gives leadership to any of these prohibited activities, or otherwise violates this Article, subject to their subsequent remedies under law or this Agreement.

**Section 7.5.** No lockout. The City shall engage in no lockout of the employees.

**Section 7.6.** If the City decides that it may abolish or disband the police department, the Organization will be given written notice of this intent at least thirty (30) days in advance of final action by Council to implement abolition or disbandment of the department.

## **ARTICLE 8**

### **PROBATIONARY PERIODS**

**Section 8.1.** Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) calendar year unless the employee has not completed basic training when employed in which case the one (1) calendar year probationary period will begin on first day after the employee completes basic training and becomes certified. If a probationary employee actually works less than 2,000 hours during the employee's probationary period, the probationary period will automatically be extended until the employee has worked 2,000 hours. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal.

**Section 8.2.** Every newly promoted employee will be required to successfully complete a probationary period. The probationary period for newly promoted employees shall begin on the day on which the promotion becomes effective, and shall continue for a period of nine (9) calendar months. If a newly promoted employee actually works less than 1,480 hours during the employee's promotional probationary period, the promotional probationary period will automatically be extended until the employee has worked 1,480 hours. A newly promoted

probationary employee may be demoted to the position and salary from which he was promoted, or to a similar position and salary, at any time during his probationary period, and shall have no appeal over such demotion.

**Section 8.3.** If new hires are required to obtain basic training after employed by the City, the following shall occur:

- A. The employee's one (1) year probationary period shall begin on the first day after the employee completes basic training and becomes certified; and
- B. The employee will be required to work at least two (2) full years from their date of hire with the City of Galion, or be required to reimburse the City on a prorated basis for the total cost of the initial basic training.

**Section 8.4.** Probationary employees, as defined in Section 8.1 contained herein, are not eligible for personal leave (Section 15.6), except that a probationary employee may utilize up to sixteen (16) hours personal leave after the completion of six (6) months of his probationary period.

**ARTICLE 9**  
**SENIORITY**

**Section 9.1.** For the purpose of this Agreement "seniority" shall be defined as follows:

Total seniority with Galion Police Department — The uninterrupted length of full-time continuous service in the Galion Police Department.

Classification seniority — The uninterrupted length of full-time continuous service with the Galion Police Department within a classification.

The term "seniority" applies only where the specific term is used in this Agreement, whether total seniority or classification seniority.

**Section 9.2.** Employees whose employment with the City commences upon the same date shall have their seniority ranking decided by their time of appointment.

**Section 9.3.** The following situations constitute breaks in continuous service for which seniority is lost:

- A. Discharge for just cause;
- B. Retirement;
- C. Layoff for more than one (1) year;
- D. Failure to return to work within ten (10) calendar days of a recall from layoff absent approved extenuating circumstances such as illness, injury, or disability;

- E. Failure to return to work at the expiration of a leave of absence;
- F. Transfer to a bargaining unit not covered by the terms of this Agreement, except that any employee who returns to a bargaining unit covered by this Agreement, after being transferred to another bargaining unit within the employ of the City of Galion, will be entitled to any seniority previously earned while employed in a bargaining unit covered by this Agreement; or
- G. Resignation.

**ARTICLE 10**  
**DISCIPLINE**

**Section 10.1.** The tenure of every bargaining unit employee shall be during good behavior and efficient service. Employees may be reduced in pay or position, reprimanded, suspended, given a working suspension, or removed for just cause.

**Section 10.2.** The principles of progressive disciplinary action will be followed by the City with respect to minor offenses including, but not limited to, tardiness, absenteeism, and misconduct of a similar nature which, individually, may not be viewed to be of such a serious breach of good behavior and efficient services as to warrant more severe disciplinary action. The progression for such offenses where appropriate, will at least include an oral reprimand, a written reprimand, and a suspension for the same or related offenses prior to a removal.

**Section 10.3.** Whenever the Employer determines that an employee may be suspended, demoted, or terminated for disciplinary reasons, the Employer shall notify the employee in writing of the charges against the employee, the nature of the discipline being contemplated, and generally the explanation of the Employer's evidence supporting the allegations prior to conducting a predisciplinary hearing with the employee. At the hearing, the charged bargaining unit employee will be allowed to be represented by an Organization representative and will be allowed to call witnesses material to his or her defense. Nothing in this article shall preclude the Employer from taking disciplinary action without a predisciplinary hearing if the employee waives the right to a predisciplinary hearing.

A bargaining unit employee who is charged, or his Organization representative, may make a written request for a continuance. Such request will be granted where practical at the discretion of the Safety Service Director or his delegate. The length of such continuance shall be mutually agreed upon.

The administration will make all good faith efforts to notify the affected bargaining unit member of any charges or of any decisions reached as a result of a predisciplinary hearing prior to any public statement.

**Section 10.4.** In any case in which a written reprimand, a suspension, or removal is disaffirmed through the grievance procedure, the written reprimand, suspension, or removal shall be removed from the employee's personnel record and shall be placed in a separate file for inactive disciplinary records.

**Section 10.5.** Appeals of disciplinary actions shall be brought, if at all, through the grievance procedure provided herein. Appeals of disciplinary actions involving reduction, suspension, or removal shall be initiated at Step 3 of the grievance procedure within five (5) calendar days after the effective date of the disciplinary action. There will be no disciplinary appeals to the Civil Service Commission.

## **ARTICLE 11** **DRUG/ALCOHOL TESTING**

**Section 11.1.** If there is a reasonable suspicion to believe an employee's work performance is impaired due to drug or alcohol abuse, the Employer will require the employee to undergo a medical test consistent with the conditions as set forth in this Article. This reasonable suspicion may be based on the following:

- Involvement in a fatal or serious bodily injury accident, in an accident involving damage, or an incident involving the use of deadly force;
- An observable phenomena, such as direct observation of drug/alcohol use or the physical symptoms of being under the influence of a drug/alcohol; or
- A pattern of abnormal conduct or erratic behavior; or
- An arrest and conviction of a drug related offense; or
- Information provided by reliable and credible sources that has been independently corroborated.

**Section 11.2.** All drug screening tests shall be conducted by medical laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) or certified by a SAMHSA recognized certification program. The employee will declare when tested all medications being used. No test shall be considered positive until it has been confirmed by a Gas Chromatography/Mass Spectrometry full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article. The split sample method of collection shall be used following prescribed testing procedures.

**Section 11.3.** Alcohol testing shall be done to detect drivers operating a motor vehicle under the influence. A positive result of a blood alcohol concentration of .02% "any detectable level of alcohol" or above shall entitle the Employer to proceed with sanctions as set forth in this Article.

**Section 11.4.** The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.

**Section 11.5.**

1. If a drug screening test is positive, the employee may, upon written request and at the employee's expense, have the split sample retested by a SAMHSA certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result.
2. In the event the split sample test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this article.
3. In the event that the split sample test contradicts the result of the first test, the split sample result is determined to be the final result. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.

**Section 11.6.** The name of the testing laboratory shall be maintained by the Employer. This laboratory shall conduct any testing directed by the Employer.

**Section 11.7.** If after the testing required above has produced a positive result, the Employer may take disciplinary action and/or require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave, and personal leave days for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to his former position. Such employee may be subject to periodic retesting upon his return to his position for a period of one (1) year from the date of his return to work. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay for a period not to exceed ninety (90) days.

**Section 11.8.** If the employee refuses to undergo rehabilitation or detoxification, or if he tests positive during a retesting within one (1) year after his return to work from such a program, the employee shall be subject to disciplinary action, including removal from his position and termination of his employment.

**Section 11.9.** Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

**Section 11.10.** The provisions of this Article shall not require the Employer to offer a rehabilitation/detoxification program to any employee.

**Section 11.11.** Those officers whose duties involve undercover assignment may be periodically tested for drugs. If such an employee voluntarily comes forward and advises the Chief of Police that he has a drug or alcohol problem prior to being selected for a drug/alcohol test, and has not committed other offenses warranting disciplinary action, the employee will be required to participate in rehabilitation or detoxification program for a first offense of this Article, in lieu of being subject to disciplinary action.

## **ARTICLE 12** **TRANSFERS AND PROMOTIONS**

**Section 12.1.** The Employer retains sole discretion to determine which positions are vacant, when they shall be considered vacant, which vacancies it will fill, and when it will fill them.

**Section 12.2.** Promotions under this article shall be made in accordance with the Ohio Revised Code.

**Section 12.3.** Nothing in this article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis.

**Section 12.4.** Once the selection has been made, the Employer will notify all applicants of the selection.

**Section 12.5.** Alleged failure of the City to comply with the provisions of this article affecting an employee shall be subject to the grievance procedure.

## **ARTICLE 13** **LAYOFF AND RECALL RIGHTS**

**Section 13.1.** When the City determines that a layoff or job abolishment is necessary, they shall notify the affected employees fourteen (14) days in advance of the effective date of the layoff or job abolishment. The City, upon request from the Organization, agrees to discuss, with representatives of the Organization, the impact of the layoff on bargaining unit employees.

**Section 13.2.** The City shall determine in which classification(s) layoffs will occur. Within each classification affected, employees will be laid off in accordance with their classification seniority.

**Section 13.3.** Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled.

**Section 13.4.** Notice of recall from a layoff shall be sent to the employee by certified or registered mail with a copy to the Organization. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

**Section 13.5.** In the case of a layoff, the recalled employee shall have seven (7) calendar days following the date of mailing of the recall notice to notify the City of his intention to return to work and shall have fourteen (14) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

## **ARTICLE 14**

### **HOURS AND OVERTIME**

**Section 14.1.** The standard work period for bargaining unit employees (patrol officers) shall consist of no more than eighty (80) hours, within a fourteen (14) calendar day period. The standard work period for dispatchers and records clerks shall consist of no more than forty (40) hours, within a seven (7) calendar day period.

#### **Section 14.2.**

A. One and one-half (1½) times the employee's straight time hourly rate will be paid for all assigned time worked in excess of the regular eight (8) hour workday or hours worked in excess of the standard work period defined above. However, time and one-half (1½) under this Section shall not be paid in addition to any other premium pay or paid more than once for the same hours worked. Overtime is subject to the approval of the City before it will be paid. Sick leave and disciplinary suspension occurring in the forty (40) hour work period for dispatchers and law enforcement personnel shall not be included in "hours worked" for purposes of overtime.

Subject to the approval of the Safety Service Director, the Police Chief may develop a flexible work schedule with mutual agreement of the Union. An example of flexible work schedules would be work days of ten (10) hours, four (4) days per work week. If the parties agree to a flexible work schedule which includes hours in excess of eight (8) hours in a day, overtime will be based on forty (40) hours in one week, or applicable work period for law enforcement personnel, not eight (8) hours in one (1) day.

B. When an employee is required to report to work at a time not contiguous to his regularly scheduled eight (8) hour workday, he shall be guaranteed a minimum of three (3) hours pay at the appropriate rate. There shall be no mandatory work requirements beyond the basic reason for call-in as long as no one else needs to be called in for shift assignment during the three (3) hour call in period.

C. Employees who are required to make court appearances from matters arising out of official duties as a police officer, or when subpoenaed to testify on behalf of the City of Galion, or are called in because of an internal investigation at a time not contiguous to the beginning or the end of their shift shall have their work schedules adjusted accordingly or be paid a minimum of three (3) hours pay at the appropriate rate for such required appearances. All officers shall attempt to verify if they are needed to testify in a proceeding prior to the scheduled activity. In the event the employee is held beyond the three (3) hour period he shall be compensated at the time and one-half (1½) rate for each period of time his presence is required. All monies received from the courts, except

mileage when the City does not provide transportation, shall be remitted to the City. The above shall not be applicable where the employee is appearing in relation to personal matters.

- D. The City shall pay mileage, at the appropriate rate established by City Council, to any employee specifically required by the City to use his private vehicle in the performance of his assigned duties except for court appearances.
- E. If an employee is required to be on-call in order to respond, if needed, and is only required to leave a telephone number where he can be reached, but is otherwise free to pursue his own personal activities, he will not be eligible for stand-by pay. If the employee is required to remain at home in a continuous state of readiness to respond, he will be paid a minimum of four (4) hours stand-by pay.
- F. Overtime is to be paid for all in-service training or schooling not within the regular shift hours worked where required or directed by the City. This shall not apply to basic training required of all employees.
- G. Overtime shall be voluntary and not required except in situations which are deemed an emergency by the Chief of Police. Once an overtime assignment is accepted, it shall be considered that inability to work based on illness or injury shall not entitle the employee to use sick leave. For the purpose of calculating overtime, holidays, vacations, and bereavement leave falling within the normal work schedule will constitute hours worked.

**Section 14.3.** Work schedules are defined as a member's regularly assigned hours of the day and days of the week, and shift assignments. Changes in the workweek schedules may be made to meet the operational needs of the City but shall not be made arbitrarily. Schedule changes may be rotated among available employees to avoid constantly affecting the same employee. Daily work schedules may be changed to meet operational needs subject to voluntary acceptance by the affected employee.

**Section 14.4.** Compensatory time off in lieu of overtime pay shall be granted at the option of the employee. It shall be granted at the same rate as overtime pay, i.e., time and one-half (1½). The maximum amount of compensatory time an employee may accrue and take is one hundred sixty (160) hours in a calendar year. The employee must receive approval from the Employer prior to taking compensatory time off. The employee may only use five (5) days of compensatory time in one (1) month. Any compensatory time not used by December 31 will be paid to the employee the first payday in January, except the employee may elect to carryover forty (40) hours to the next year which will be counted as part of the one hundred sixty (160) hours of the new year. The employee must request compensatory time prior to submission of the payroll or he will be deemed to have requested payment for the overtime hours worked.

**Section 14.5.** Whenever overtime is determined necessary by the City, it will be offered first to employees in the classification in which the overtime is to occur, in accordance with the following procedure:

Overtime shall be voluntary and not required, except in situations which are deemed operationally necessary by the Chief or his designee.

The Chief or designee shall post, not less than three (3) days in advance, a sign-up sheet for voluntary overtime and the posting shall be closed twenty-four (24) hours prior to the scheduled overtime. The Chief or designee shall assign the overtime by classification and seniority. If the posted overtime is not filled voluntarily, it will be filled pursuant to the mandatory overtime procedure set forth below.

When eight (8) hours of overtime on a shift becomes available with less than three (3) days notice to the City, employees scheduled to work the shift preceding the shift on which the overtime opportunity is available shall be offered the first four (4) hours of overtime work on a rotating basis in the order of their classification seniority and employees scheduled to work on the shift following the shift on which the overtime opportunity is available shall be offered the last four (4) hours of work on a rotating basis in the order of their classification seniority. An employee may volunteer to work the entire eight (8) hours of overtime but will not be granted the entire eight (8) hours unless scheduled employees from either the oncoming or off-going shifts decline the overtime. In the event that no scheduled employee volunteers for the overtime assignment, any qualified employee may volunteer for the overtime assignment. When less than eight (8) hours of overtime becomes available on a shift with less than three (3) days notice to the City, the City shall first offer the overtime to all employees on the off-going shift on a rotating basis by classification seniority. If no employee on the off-going shift desires the overtime, it shall be offered to all employees scheduled to work on the shift subsequent to the shift on which the overtime occurs on a rotating basis by classification seniority.

If no employees voluntarily accept an overtime assignment, the employee working with the least amount of overtime hours worked year-to-date on the off-going shift shall be ordered to stay over and work the first four (4) hours available and the employee scheduled to work the oncoming shift with the least amount of overtime worked year-to-date shall be ordered to work the last four (4) overtime hours. Absent an emergency, no employee shall work in excess of twelve (12) consecutive hours unless mutually agreed. Additionally, all employees should have a minimum of eight (8) hours off before their next scheduled work shift. Nothing in this section shall be construed as a limitation on the right of the Chief or his designee to assign overtime in any other manner when warranted by an emergency.

Overtime hours worked year-to-date will be posted by the Chief or designee every two (2) weeks and also updated any time an employee is mandated to work overtime. The parties agree that every effort should be made to avoid unnecessary overtime including the use of part-time/reserve personnel to supplement the regular work force.

For purposes of filling scheduled and unscheduled overtime, specifically in the classification of Police Dispatcher, classification seniority shall be as follows: full-time dispatchers by seniority then part-time dispatchers by seniority. Part-time dispatchers may be ordered to stay over at the discretion of the City. In the event that no dispatcher volunteers for an overtime assignment or is required to work an overtime assignment, qualified personnel within the department may volunteer for the overtime.

For purposes of filling scheduled and unscheduled overtime in the Patrol Division, in a classification other than dispatcher, the classification in which the overtime occurs will be determined by the last precipitating event that caused the necessity for overtime.

**Section 14.6.** The City will authorize special duty assignments with outside entities. The Chief of Police or his designee shall have the final determination as to whether the assignment is authorized. Special duty assignments will be paid directly to the officer by the outside entity. The police department will be given sufficient prior knowledge whenever possible.

The date, time, location, and closing date for acceptance of the assignment will be posted for a period of three (3) days or as soon as possible, on department bulletin boards.

Assignments will be filled by total seniority of all uniformed officers of the Galion Police Department.

**Section 14.7.** Overtime pay may, at the option of the employee, be deducted from the employee's paycheck and paid directly to the credit union, provided that the employee complies with applicable procedures for authorizing the deduction.

**Section 14.8.** Shift bidding shall occur in December of each year for all patrol officers and dispatchers working on shift assignment. Shift bidding will be based on classification seniority; employees will select a first and second choice for their preferred shift assignment.

Shift staffing will be based on a yearly review of the resource allocation plan, which consists of calls for service and officer initiated activity, etc.

Once all bidding has been completed assignments will be made based on classification seniority. If, for example, an officer does not receive his first choice and he is more senior than another officer (s) for his second choice the most senior officer will be given preference. All assignments will be locked in for a period of one (1) year unless there is justifiable reason from the watch commander, employee, captain, or a combination of all, with the approval of the Chief of Police.

If operational needs require an adjustment of personnel, management will first ask for volunteers. If no volunteers come forward then the least senior employee(s) on the shift will be assigned.

If an employee moves from one shift to another during the one (1) year period for justified reasons then that employee may have to reschedule any prescheduled vacation if it conflicts with officers already assigned to the shift regardless of seniority.

## **ARTICLE 15** **LEAVE OF ABSENCE**

**Section 15.1. Bereavement Leave.** An employee shall be granted twenty-four (24) hours bereavement leave to arrange for and attend the funeral of a deceased member of the employee's immediate family. The employee's immediate family shall include the following: spouse, child,

stepchild, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild. Other step-relationships shall include stepchildren, stepmother, and stepfather. The twenty-four (24) hours bereavement leave may include time before and after the funeral.

**Section 15.2.** If additional time is required, sick leave may be used for time off in excess of that provided in Section 15.1 above, subject to the provisions of Article 16 herein, or vacation, or personal leave may be used.

**Section 15.3. Military Leave.** Military leave shall be administered in accordance with state and federal law.

**Section 15.4. Leave Without Pay.** An employee, with the approval of the Safety Service Director or his delegate may be granted a leave of absence without pay, other than for sickness and accident, not to exceed ninety (90) days. A leave of absence without pay may be granted by the Safety Service Director to an employee who has exhausted accrued time and Family and Medical Leave up to one (1) year for job-related illness or injury and up to nine (9) months for non job-related illness or injury.

The employee shall not be entitled to receive any pay, longevity, holiday, or vacation benefits during such leave of absence; however, the time spent on a leave of absence shall be considered as continuous service in computing years of service for vacation and longevity purposes.

**Section 15.5. Administrative Leave.** The Chief of Police has sole discretion to place bargaining unit employees on paid administrative leave up to and including three (3) workdays. The Safety Service Director must approve any paid administrative leave lasting longer than three (3) workdays.

**Section 15.6. Personal Leave.** During the term of this Agreement, each employee who has completed his probationary period shall be granted forty-eight (48) hours personal leave with pay each year. If the City is mandated to designate a holiday during the term of this Agreement, the additional eight (8) hours personal leave will be used for that mandated holiday, and personal leave will be reduced to forty (40) hours.

A probationary employee may utilize up to sixteen (16) hours personal leave after the completion of six (6) months of his probationary period, but remaining personal leave will not be granted until the beginning of the calendar year following completion of the probationary period.

Personal leave shall be used in at least one (1) hour increments. Personal leave shall be taken at the request of the employee, subject to approval of the watch commander and/or Chief, when it does not adversely affect scheduling. Each employee will schedule his personal leave with the watch commander and/or Chief throughout the calendar year such that scheduling is not adversely affected at the end of the year. An employee will be paid for up to twenty-four (24) hours of his personal leave in January of each year for which he was unable to schedule off during the previous calendar year, at his regular rate of pay.

**Section 15.7. Family and Medical Leave (FMLA).** It is intended that this Article comply with the Family and Medical Leave Act of 1993 and the Employer may promulgate policies in furtherance of the Family and Medical Leave Act that are not inconsistent with the law.

**Section 15.8. Disability Separation.** In the event an employee becomes unable to perform the essential functions of his position, with or without reasonable accommodation, and has no approved leave time coming, the Employer may terminate the employee. This shall be considered a disability separation. The employee shall be entitled to a hearing prior to separation and shall be entitled to Union representation.

The cost of the physical or mental examination to determine the employee's ability or inability to perform the essential functions of the employee's position shall be paid by the Employer. The physician used for such examination shall be selected by the Employer. If the employee's physician disagrees with the opinion of the Employer's physician, both parties to this Agreement will mutually select a third physician whose decision shall be final and binding on the parties and the employee. The cost of the third examination shall be paid by the Employer.

An employee terminated by the Employer under this section who becomes a disability benefit recipient pursuant to the requirements of O.R.C. 145.36, 145.362, 145.37, or 742.39, whichever applicable, and is determined by the retirement board to be no longer physically and mentally incapable of resuming the service from which found disabled shall be restored to the employee's previous position or to a position similar thereto during the first five (5) years following the effective date of the termination of employment. The employee shall be restored to the employee's previous position or to a position similar, unless the employee was dismissed or resigned in lieu of dismissal for dishonesty, misfeasance, malfeasance, or conviction of a felony.

## **ARTICLE 16** **SICK AND INJURY LEAVE**

**Section 16.1.** Employees shall be entitled to sick leave, at their regular rate of pay, accumulated at the rate of four and six-tenths (4.6) hours for each completed eighty (80) hours of service in active pay status, including paid vacation and overtime, but not during a leave of absence, or layoff.

**Section 16.2.** Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been, or was, scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings.

**Section 16.3.** Sick leave may be used, upon approval of the appointing authority, for absence due to personal illness, injury, or to exposure to contagious disease which could be communicated to other employees, and also for absence due to illness, injury, or death in the employee's immediate family.

For the purpose of this Section, the employee's immediate family shall be defined as: spouse, child, father, mother, grandparent, grandchild, dependent members of the employee's household, or other person who stands in the place of a parent.

**Section 16.4.** The employee shall furnish a satisfactory written signed statement to justify the use of sick leave on the first workday that the employee returns from sick leave. Sick leave shall not be considered authorized or approved for payment until the sick leave request form has been approved and signed by the Safety Service Director, or his designee. Once the sick leave request form is approved and signed by the Safety Service Director, or his designee, the sick leave will be considered excused, unless an investigation determines falsification or fraud has been committed by the requesting employee.

If medical attention is required, or if the absence is for three (3) consecutive days or more, a certificate stating the nature of the illness, from a licensed physician, may be required to justify the use of sick leave. Falsification of either the written signed statement or the physician's certificate shall be grounds for disciplinary action including dismissal.

Further, the City, at its cost, may require the employee to submit to a medical examination by the physician of the City's choice if: (1) the employee is absent for two (2) or more workdays [sixteen (16) hours] because of sickness or injury; or (2) the employee has used thirty-two (32) or more hours of sick time not certified by a physician during the preceding twelve months (12) months.

**Section 16.5.** When a patrol officer is unable to report to work, he shall notify his immediate supervisor or other designated person at least one (1) hour before the time he is scheduled to report to work on the first day of absence and each scheduled workday thereafter, unless other arrangements are made with the immediate supervisor.

When a dispatcher is unable to report to work, he shall notify his immediate supervisor or other designated person at least three (3) hours before the time he is scheduled to report to work on the first day of absence and each scheduled workday thereafter, unless other arrangements are made with the immediate supervisor.

**Section 16.6.** Employees failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in appropriate disciplinary action and refund of salary or wage paid.

**Section 16.7.** The Safety Service Director or his delegate may require an employee to take an examination conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of his position. If found not qualified, the employee may be placed on sick leave or leave of absence, in accordance with this Agreement. The cost of such examination shall be paid by the City. The physician shall be selected by the Employer. If the employee's physician disagrees with the City's physician, both parties will mutually select a third physician whose decision shall be final and binding. The cost of the examination shall be paid by the City.

**Section 16.8.** For employees hired before January 1, 2014: When an employee having three (3) or more years of continuous service with the City of Galion retires, he shall be entitled to receive pay for two-thirds (2/3) of his accumulated but unused sick leave which has been credited to the employee by the date of retirement. Payment shall be made based upon the employee's regular base hourly rate at the time of retirement. An employee shall be eligible for such payment only

if he is an employee of the City of Galion at the time of retirement, and he provides the City with at least thirty (30) days advance notice and retires in accordance with the eligibility requirements of the Ohio Police and Fire Pension Fund or the Public Employee's Retirement System of Ohio, whichever is applicable.

For employees hired on or after January 1, 2014: When an employee having five (5) or more years of continuous service with the City of Galion retires, he shall be entitled to receive pay for one-half (½) of his/her accumulated but unused sick leave which has been credited to the employee by the date of retirement. Payment shall be made based upon the employee's regular base hourly rate at the time of retirement. An employee shall be eligible for such payment only if he/she is an employee of the City of Galion at the time of retirement, and he/she provides the City with at least thirty (30) days advance notice and retires in accordance with the eligibility requirements of the Ohio Police and Fire Pension Fund or Ohio Public Employee's Retirement System.

In the event of the death of the employee, payment shall be made in the same manner as above to the employee's surviving spouse, or in the event there is no surviving spouse, then to the estate of the employee as if the employee had retired.

**Section 16.9.** Employees who have accumulated five hundred (500) hours or more of sick leave and whose use of sick leave hours have been limited to the following amounts in the previous year computed December 1 to December 1 shall be eligible to receive an incentive payment as follows:

Hours Used in Previous Year

0-12 hours	\$500
13-24 hours	\$250

Sick leave incentive pay will be paid the first non-pay week in December of each year based on the employee's usage over the previous twelve (12) month period computed December 1 to December 1. The sick leave incentive payment shall not affect the employee's sick leave accumulation total.

**Section 16.10.** An employee incapacitated due to a serious injury or disease directly attributable to his employment and while in the line of duty, shall, without loss to his accumulated sick leave be allowed injury leave at the employee's regular rate of pay for up to ninety (90) calendar days. The employee shall execute an assignment of benefits form authorizing Workers' Compensation benefits to be submitted directly to the Employer. The employee must qualify for Workers' Compensation in order to be eligible for injury leave as contained in this section. In the event the claim is denied by Workers' Compensation, the employee shall revert to sick leave status and shall be charged with sick leave for all time paid by the Employer for injury leave. In the event the employee does not have sufficient sick leave to reimburse the Employer for benefits received for a rejected claim, the employee shall make full restitution to the City either in money or accrued leave.

After ninety (90) days, if the employee remains unable to perform his essential duties due to the work-related injury or disease, the injury leave may be extended by authorization of the Safety Service Director for any period of time up to an additional two hundred seventy-five (275) calendar day period. The employee shall be eligible to use sick leave during this extended injury leave, turn in Workers' Compensation income benefits received by him to the City and have 100% of his sick leave used reinstated, or as an option, receive Workers' Compensation benefits without using sick leave.

Application for injury leave must be made in writing to the Safety Service Director through the employee's watch commander and Chief of Police, on a form prescribed by the City.

In the event the employee is unable to make application due to injury or disease, the Organization may, on behalf of the employee, make application for injury leave.

The employee shall also sign a waiver which will allow the City to examine the medical records of the employee and, further, the employee may be required to submit to a medical examination by a physician retained by the City for the purpose of establishing the validity of the claim for injury leave.

If the employee is found to be in violation of any federal, state, or City law or any City work rule or regulation applicable to wearing or using proper safety devices provided by the City, he shall not be granted injury leave.

The City agrees to process a valid claim by a bargaining unit member for Workers' Compensation as a top priority item.

The Chief of Police may require an injured or ill employee, pursuant to this article, to perform work in a transitional work assignment provided said assignment complies with work restrictions as defined by a licensed health care practitioner.

**Section 16.11.** A male employee may use up to ten (10) of his accumulated unused sick leave days for the birth of a child or placement for adoption or foster care of a child without certification from a health care provider.

Paid sick leave days used for this purpose shall be considered part of the employee's FMLA period in accordance with Section 15.7.

**Section 16.12. Sick Leave Donation.** Any employee with a balance of at least two hundred forty (240) hours of sick leave may donate up to eighty (80) hours of sick leave annually, in eight (8) hour increments, to any employee of the Police Department who has exhausted his or her own sick leave bank due to serious illness or injury of the employee or a member of the employee's immediate family as defined in Section 16.3. The sick leave donated will not be assigned any monetary value and once donated will not be returned to the donor employee. Donation of leave under this section shall not count as sick leave utilized by the donor employee for purposes of any sick leave bonus for which the employee is otherwise eligible.

**ARTICLE 17**  
**WAGES**

**Section 17.1.** The following hourly pay rates will be paid to bargaining unit employees during the term of this Agreement as provided in this Article:

Effective the beginning of the pay period which includes January 1, 2014, the bargaining unit wages shall be increased by 3.0%.

	<u>Starting rate</u>	<u>6 mos.</u>	<u>1 year</u>	<u>2 years</u>
Officer	\$17.87	\$18.76	\$19.68	\$20.62
Dispatcher/Clerk	\$15.41	\$16.01	\$16.65	\$17.25

Effective the beginning of the pay period which includes January 1, 2015, the bargaining unit wages shall be increased by 3.0%.

	<u>Starting rate</u>	<u>6 mos.</u>	<u>1 year</u>	<u>2 years</u>
Officer	\$18.38	\$19.32	\$20.27	\$21.27
Dispatcher/Clerk	\$15.87	\$16.49	\$17.15	\$17.77

Effective the beginning of the pay period which includes January 1, 2016 the bargaining unit wages shall be increased by 3.0%.

	<u>Starting rate</u>	<u>6 mos.</u>	<u>1 year</u>	<u>2 years</u>
Officer	\$18.93	\$19.90	\$20.85	\$21.88
Dispatcher/Clerk	\$16.35	\$16.98	\$17.66	\$18.30

Hourly rate times 173.33 equals monthly rate, rounded to nearest dollar.

Hourly rate times 2,080 equals annual rate, rounded to nearest dollar.

**Section 17.2.** A newly employed police officer shall be employed at the starting rate listed above and shall advance to each succeeding pay step after completion of the required service time listed for each respective pay step.

**Section 17.3.** All employees shall receive their entitled paychecks once every two (2) weeks, on Friday. Errors in paychecks shall be brought to the attention of the City as soon as possible and settlement made to the agreement of the employee and the City. If paydays occur on days celebrated as holidays, paychecks shall be issued the day preceding the holiday. However, in the event Christmas or Thanksgiving falls on the Thursday preceding the regular Friday payday, then the employees shall receive paychecks on the Wednesday prior to the holiday.

**Section 17.4.** A patrol officer designated as in-charge for a continuous period of at least four (4) hours shall be paid at the starting hourly rate of the lieutenant classification for the actual time assigned as in-charge. The senior patrol officer on the shift will be assigned as the in-charge officer for assignments of one (1) week or less. In-charge assignments of greater than one (1) week will be determined by the Chief of Police who will consider the criteria of reliability,

accountability, work record, training, and experience. If a senior patrol officer is not selected for a long term in-charge assignment, a work improvement plan with goals and timetables for improvement will be developed for the officer. Upon satisfactory completion of the requirements of the work improvement plan, the senior officer will be considered for the next long term in-charge assignment.

**Section 17.5. Pension Pick-up.** The employee will be responsible for the total of the employees' pension contribution beginning payroll year 2014 and there forward. Pension contributions paid by employees will be "picked-up" by the employer to the extent that the employees will be entitled to pay with pre-tax dollars.

**Section 17.6.** Patrol officers who express an interest to the Chief of Police to perform field training will be required to attend field training school. To be eligible an employee will normally have at least two (2) years of experience as a police officer.

An officer designated to perform field training shall receive an additional one (1) hour of overtime pay for each day he is so assigned.

A dispatcher designated to perform "field training" of another dispatcher shall receive an additional one (1) hour of overtime pay for each eight (8) hour period he is so assigned.

The recommended period of training for all dispatchers shall be at least ten (10) workdays on each of the three (3) shifts.

**Section 17.7.** Full-time patrol officers and full-time dispatchers/clerk(s) who obtain State of Ohio EMT-B certification shall receive a two percent (2.0%) increase in their base hourly pay rates while they remain so certified. Bargaining unit employees who are paid to be EMT qualified must be willing and able to use their training as a part of their normal duties, and will not be paid EMT-B certification pay while on a leave of absence. This section shall apply only to those current employees who are certified (or eligible for the refresher course) on or before December 31, 2013.

**Section 17.8. Certification Pay Patrol Officers and Full-time Dispatchers/Records Clerk(s)** who are presently certified, or subsequently become certified in the following certification categories during the term of this Agreement will receive a twenty-one cent (\$0.21) per hour certification pay for each such certification up to a total of two (2) certifications upon approval of the Chief of Police and Safety Service Director. Employees who receive certification pay must be willing and able to use their training and certification as a part of their normal duties, and will not be paid certification pay while on a leave of absence. The certification categories are:

- a) Instructor
- b) Evidence Technician 1
- c) Evidence Technician 2
- d) Evidence custodian
- e) Accident reconstruction
- f) Traffic Crash I and II
- g) TAC

- h) Emergency Medical Dispatch
- i) Associate degree in law enforcement or business administration
- j) Bachelors degree in law enforcement or business administration
- k) Masters degree in law enforcement or business administration
- l) Dual commission in police and fire
- m) First Line Police Supervision
- n) Certified Crime Prevention Specialist
- o) 95% firearms qualification score during the last qualification in a calendar year to be applied to the subsequent calendar year.
- p) Searching of female arrestees by Dispatchers
- q) ARIDE (Advanced Roadside Driving Enforcement Training)
- r) Interview and Interrogation (Reid or Wicklander-Zuwalski)
- s) CIT Training
- t) EMT-B
- u) Any certification subsequently mutually agreed upon by the City and the Union.

**ARTICLE 18**  
**LONGEVITY PAY**

**Section 18.1.** The longevity pay schedule shall be as follows:

<u>Years of Service</u>	<u>Pay Schedule</u>
Completion of 1 year through 2 years	\$50.00 per year of service
Completion of 3 years through 5 years	\$60.00 per year of service
6 years or over	\$80.00 per year of service

**Section 18.2.** Annual longevity pay shall be computed by multiplying the number of full consecutive years of employment which the employee has on the computation date, times the dollar amount listed for his years of service in the above schedule.

**Section 18.3.** The annual computation date for purposes of determining longevity pay in accordance with this Article shall be December 1st of each year. Longevity pay shall be paid the first non-pay week in December of each year provided the employee has completed the required years of service. Longevity computation shall include and commence with probationary appointment date.

**ARTICLE 19**  
**INSURANCES**

**Section 19.1.** The City agrees to offer a health savings account for each employee which would provide hospitalization, medical, prescription, dental, and vision care. For the duration of this Agreement, the Employer will contribute \$1,500 for single coverage or \$3,000 for family coverage toward the employee deductible, payable in quarterly installments of \$375 for single or \$750 for family at the beginning of January, April, July, and October. The employee will be responsible for the rest of their deductible. Effective January 1, 2014, the City shall be

responsible for paying 90% of the total premium cost of the HSA, and each employee shall be responsible for paying 10% of the total premium cost of the HSA by payroll deduction

Effective January 1, 2015, the City shall be responsible for paying 87.5% of the total premium cost of the HSA, and each employee shall be responsible for paying 12.5% of the total premium cost of the HSA by payroll deduction.

Effective January 1, 2016, the City shall be responsible for paying 85% of the total premium cost of the HSA, and each employee shall be responsible for paying 15% of the total premium cost of the HSA by payroll deduction.

The Employer shall provide a twenty-two thousand dollar (\$22,000) life insurance policy without cost to the employees.

**Section 19.2.** The employees will have the option of choosing a “traditional” health insurance plan if they choose not to take the health savings account. This plan would provide hospitalization, medical, prescription, dental, and vision care. The employee will be responsible for the entire deductible. Effective January 1, 2014, the Employer will pay 90% of the entire health care premium, and the employee will pay 10% of the entire health care premium by payroll deduction.

Effective January 1, 2015, the Employer will pay 87.5% of the entire health care premium, and the employee will pay 12.5% of the entire health care premium by payroll deduction.

Effective January 1, 2016, the Employer will pay 85% of the entire health care premium, and the employee will pay 15% of the entire health care premium by payroll deduction.

**Section 19.3.** The Employer agrees to provide the employees in the bargaining unit with the City’s present dental care plan and the current vision care plan. The City shall bear the cost of this benefit.

**Section 19.4.** The City shall continue to provide liability insurance coverage for police officers for suits resulting from an officer’s conduct in the line of duty, in accordance with the following specifications. Coverage shall be comparable to the present liability policy:

\$100,000 per person  
\$300,000 per incident  
\$300,000 per year aggregate

Such coverage shall be maintained until such time as the City is able to obtain liability coverage through the State of Ohio.

**Section 19.5.** The Employer agrees to provide the employees that are in the 80/20 plan in the bargaining unit the City’s Prescription Drug Plan effective upon execution of this Agreement. The employee copayment is \$5.00, \$20.00, and \$30.00 for retail prescription service and \$10.00, \$40.00, and \$60.00 for home delivery prescription service.

**Section 19.6. Alternate Insurance Plan.** In addition to the two (2) health insurance plans described above, the City shall have the option to offer an alternative health insurance plan to be designated “The City Plan.” The City shall have complete unilateral authority to determine all elements of “The City Plan”, including but not limited to coverage levels, deductibles, co-pays, etc. The City has complete discretion to start and end “The City Plan” at anytime; however, the City will give any employee enrolled in “The City Plan” at least thirty (30) days notice prior to ending the plan. Employees choosing to enroll in “The City Plan” may opt out of the plan during open enrollment held once each year and may elect to enroll in either of the above described plans. Coverage shall commence on the first day of the next calendar month following notice to the Employer. The employee shall be responsible for all co-pays and deductibles associated with “The City Plan.”

**Section 19.7.** If a bargaining unit member opts out of the City’s health insurance and the member is eligible to enroll, or legally disenrolls from the City’s plan, that member would be eligible to receive \$1,000 for a single plan and \$2,000 for a family plan in a lump sum payment at the end of each plan year the member continues to opt out of the insurance plan.

**ARTICLE 20**  
**VACATIONS**

**Section 20.1.** All full-time employees shall accumulate and be granted vacation in accordance with the following schedule:

<u>Completed Years of Service</u>	<u>Amount of Vacation</u>	<u>Credited Pay Period</u>
Less than 1 year	As accrued	3.1 hours
1-5	80 hours	3.1 hours
6-11	120 hours	4.6 hours
12-16	160 hours	6.2 hours
17	168 hours	6.5 hours
18	176 hours	6.8 hours
19	184 hours	7.1 hours
20	192 hours	7.4 hours
21	200 hours	7.7 hours

[and additional days at one (1) day per year thereafter]

**Section 20.2.** An employee shall begin accruing vacation hours upon employment with the City and shall be eligible to use vacation time as it accrues. No employee will be allowed to use more vacation leave than what the employee has accrued.

Upon completion of the fifth (5<sup>th</sup>) and eleventh (11<sup>th</sup>) years of service, one (1) additional week (e.g., 40 hours) of vacation shall be added to the employee’s accrued vacation balance and the employee shall begin accruing vacation hours for the following year at the applicable higher rate. Upon completion of the sixteenth (16<sup>th</sup>) year and each additional year thereafter, one (1) additional day of vacation shall be added to the employee’s accrued vacation balance and the

employee shall begin accruing vacation hours for the following year at the applicable rate. Vacation not earned will not be taken.

**Section 20.3.** Earned vacation time may be taken in increments of no less than one (1) hour at one time. Vacation shall be scheduled in a fair and equitable manner in accordance with classification seniority by shift with officer-in-charge first bidding according to the vacation bidding process, attached hereto.

**Section 20.4.** The City reserves the right to limit the number of employees who may be permitted to take vacations at the same time in order to meet the operational needs of the department.

Notwithstanding the above, the City will normally permit at least one (1) Patrol Officer off per shift and one (1) Dispatcher off per day, whenever requested, subject to the operations of the department.

**Section 20.5.** Vacation time shall normally be taken within the calendar year. However, an employee will be permitted to carry over a maximum of their current year's vacation to their next anniversary year. For example, if an employee earned three (3) weeks of vacation this year, that employee would be allowed to carry over three (3) weeks of vacation. The employee must submit a written request to carry over vacation to the watch commander or Chief prior to October. Any vacation carried over must be taken during the year it is held over to.

**Section 20.6.** In case of service retirement, disability, resignation, death, or layoff of the employee, vacation pay accrued shall be paid to the employee, his spouse, or any other beneficiary as provided by statute.

## **ARTICLE 21** **HOLIDAYS**

**Section 21.1.** The following are designated as paid holidays during the term of this Agreement for all full-time employees who have completed their first ninety (90) calendar days of employment:

New Year's Day	Day after Thanksgiving Day
Good Friday	Day before Christmas Day
July Fourth	Christmas Day
Labor Day	Day before New Year's Day
Thanksgiving Day	

**Section 21.2.** An employee who is required to work on a holiday shall receive one and one-half (1½) times his regular hourly rate for hours worked on the holiday plus shall receive an additional eight (8) hours of holiday pay. Employees not working shall receive eight (8) hours holiday pay in addition to their regular pay for which they otherwise qualify during that pay period. The City reserves the right to determine the number of employees who will be required to work on any holiday.

An employee who is required to work on Easter, Memorial Day, or Veterans Day shall receive one and one-half (1½) times his regular hourly rate for hours worked on the holiday.

**Section 21.3.** Holiday pay may, at the option of the employee, be deducted from the employee’s paycheck and paid directly into the credit union, provided that the employee complies with applicable procedures for authorizing the deduction.

**ARTICLE 22**  
**UNIFORM ALLOWANCE**

**Section 22.1.** The City shall provide a yearly clothing allowance for all full-time sworn officers and for all full-time dispatchers as follows:

<u>Payment</u> <u>Date</u>	<u>For Calendar</u> <u>Year Uniforms</u>	<u>Amount</u> <u>Officers</u>	<u>Amount</u> <u>Dispatchers</u>
12/2014	2015	\$950.00	\$800.00
12/2015	2016	\$950.00	\$800.00
12/2016	2017	\$950.00	\$800.00

**Section 22.2.** Each new employee will be paid his clothing allowance after the first thirty (30) days employment, provided that an employee who does not successfully complete his probationary period shall have this amount deducted from his final paycheck. A new employee will not receive his second clothing allowance payment unless at least six (6) months has expired since the first payment. With the exception of the new hire payment, (first payment) uniform allowance payments will only be made on the December payment date.

**Section 22.3.** In addition to the uniform allowance provided herein, an officer may be reimbursed up to the following maximum amounts if his watch or eyeglasses are damaged or destroyed as a direct result of an incident occurring in the line of duty through no negligence of the officer.

\$50.00 for watch, each incident;

\$150.00 for contact lenses, each incident;

\$250.00 for eyeglasses, each incident; and

\$1,000.00 total entitlement for each calendar year will be established in a fund to cover all bargaining unit employees.

It is the officer’s responsibility to substantiate each claim.

**Section 22.4.** The City will provide leather uniform items for officers hired after January 1, 1997.

Body armor (vests) will be provided to officers as funding permits. The Chief of Police shall establish a policy for the mandatory use of vests.

All purchases, such as leather items, body armor, etc., purchased by the City remain the property of the City of Galion.

All officers are required to purchase a dress uniform in conformance with departmental policy before December 31, 2001.

**Section 22.5.** Uniform items damaged or destroyed in the performance of duty will be replaced by the City. The employee must notify the Chief of Police in writing when clothing needs to be repaired or replaced and the Chief may demand visual inspection of any item prior to repair or replacement.

## **ARTICLE 23**

### **PERSONNEL RECORDS**

**Section 23.1.** All actions of record including written records of oral reprimands, written reprimands, or removals will be maintained in each bargaining unit member's personnel file throughout his period of employment with the exception that any records of written reprimands shall cease to have force and effect or be considered in future discipline matters eighteen (18) months after the effective date of the reprimand, providing there are no intervening reprimands during that eighteen (18) month period. This applies to personnel records kept by the Safety Service Director or his delegate.

**Section 23.2.** Each bargaining unit employee shall be allowed to review his personnel file at any reasonable time upon notifying the Chief of Police. This applies to personnel records kept by the Safety Service Director or his delegate.

**Section 23.3.** If upon examination of his personnel file, any bargaining unit employee finds or believes that the file contains inaccurate information, he may write a memorandum to the Chief of Police explaining the inaccurate information. If the information is found by the Chief of Police to be inaccurate, it shall be corrected. This applies to personnel records kept by the Safety Service Director or his delegate.

## **ARTICLE 24**

### **TRADING SHIFTS**

**Section 24.1.** A full-time bargaining unit employee requesting to trade shifts with another police officer or a dispatcher must notify the Police Chief, or his designee, at least four (4) calendar days in advance of the requested trade on a prescribed form signed by both parties involved in the requested trade. The Police Chief may waive the four (4) day notice due to an emergency situation. Trading shifts will be subject to the approval of the Police Chief, or his designee. The

City shall not be responsible for any overtime as a result of the trade and shall not be responsible for the pay back of trades by bargaining unit employees or any recordkeeping. Trades will be for work time only and no trades will involve the transfer of personal days, holidays, or any other form of paid leave. The minimum amount of trade is a one (1) hour period of time. The trading of shifts shall be for an unlimited number of initiated trades per calendar year upon the approval of the Chief of Police. An employee who substitutes and then is tardy or absent will be charged with the absence. Employees must pay back trade time within the same calendar year of the requested trade. Dispatchers will be permitted to trade with part-time dispatchers.

**ARTICLE 25**  
**AGREEMENT SHALL PREVAIL**

**Section 25.1.** The City agrees that, should there be a conflict between the rules and regulations of the police department and the specific provision of the Agreement, the Agreement provision shall prevail. The City agrees that, prior to making any changes in the written rules and regulations to the Police Department, the Chief of Police will notify the Organization president of the contemplated change and will meet and confer with the Organization's president and any two (2) additional bargaining unit employees of the president's choosing, upon the request of the president, to hear and consider any suggestions and comments from the Organization in advance of the effective date of such changes.

**ARTICLE 26**  
**WAIVER IN EMERGENCY**

**Section 26.1.** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Safety Service Director of Galion, as directed by City Council, or the federal or state legislature, such as acts of god or civil disorder, the following conditions of this Agreement may be temporarily suspended by the City:

- A. Time limits for the processing of grievances; and
- B. All agreements relating to the assignment of employees.

Upon the termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency.

**ARTICLE 27**  
**MISCELLANEOUS**

**Section 27.1.** The City administration will make reasonable efforts to furnish and to maintain in the best possible working conditions, within its financial capabilities, the tools, facilities, vehicles, supplies, and equipment required for its members to safely carry out their duties. Employees are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for tools, facilities, vehicles, supplies, and equipment provided

by the City administration. Organization input regarding such items will be reviewed and considered.

**Section 27.2.** The administration will provide space in the police department for a bulletin board for the exclusive use of the Organization. Employees may read notices posted thereon when reporting to or leaving their work stations, or during their free time. The minimum size of this bulletin board shall be two (2) feet by four (4) feet.

**Section 27.3.** The Employer may reimburse an employee for one hundred percent (100%) of the employee's tuition cost to attend additional training or schooling above and beyond that required by the Employer for the performance of the employee's job duties. Tuition reimbursement will be for accredited criminal justice or law enforcement or approved management courses only. If the Employer determines that such additional training is sufficiently beneficial to the City to warrant payment, and if funds permit in the overall general fund, not limited by the Police Department training budget, the Employer may authorize tuition reimbursement.\* In order to receive reimbursement, the following criteria must be met:

- A. Approval must be obtained in advance of starting the training. The employee shall be required to apply in writing for reimbursement.
- B. The employee must complete the course and obtain a final passing grade of C or equivalent. If the course is graded on a pass/fail or a satisfactory/unsatisfactory basis, the employee must receive a passing or satisfactory grade.
- C. The employee must present the Employer with a receipt showing the amount of tuition paid and evidence of satisfactory completion of the course.

\* Limitations of funds will be handled on a total seniority basis with more senior employees being given first consideration.

The total per employee reimbursement shall be determined by the Safety Service Director, or his designee, on a case-by-case basis.

If the employee voluntarily leaves the employment of the City (not including retirement under the Ohio Police and Fire Pension Fund or PERS, whichever applicable), within one (1) year from the date of reimbursement of education assistance, he will reimburse the City for one hundred percent (100%) of the reimbursement received from the Employer. If the employee leaves within two (2) years, he will reimburse the City seventy-five percent (75%) of the reimbursement. If the employee leaves within three (3) years, he will reimburse the City fifty percent (50%) of the reimbursement. If the employee leaves within four (4) years, he will reimburse the City twenty-five percent (25%) of the reimbursement.

**Section 27.4.** The residency requirement shall be that all employees must reside within Crawford County or any county adjacent to Crawford County, except as set forth below. New hires must meet the residency requirement within three (3) months after satisfactory completion of their probationary period.

**ARTICLE 28**  
**DURATION OF AGREEMENT**

**Section 28.1.** The provisions of this Agreement shall become effective January 1, 2014 and shall remain in full force and effect until the last day of December, 2016.

**Section 28.2.** If either party desires to modify or amend this Agreement, they shall give written notice of such intent no earlier than one hundred twenty (120) days prior to December 31, 2013, nor later than ninety (90) days prior to December 31, 2013. In the event that such notice is given, negotiations shall begin within two (2) calendar weeks. Such notice shall be by certified mail with return receipt.

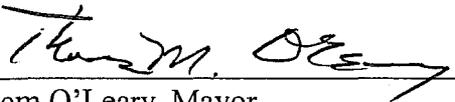
**Section 28.3.** In the event either party desires to terminate this Agreement or any extension thereof, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

**SIGNATURE PAGE**

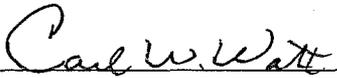
IN WITNESS WHEREOF, the parties have agreed hereto and have set their hands this 10<sup>th</sup>  
day of February, 2014.

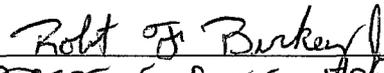
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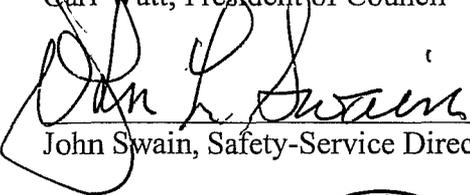
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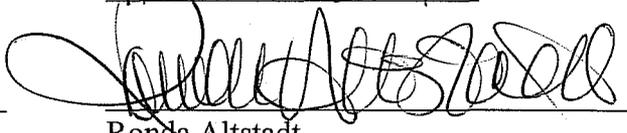
  
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Tom O'Leary, Mayor

  
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Eric Bohach

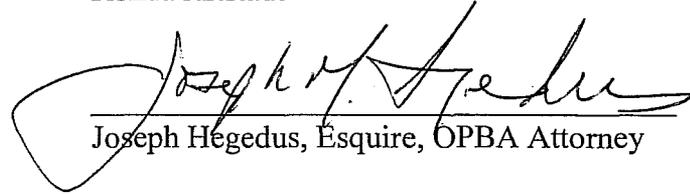
  
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Carl Watt, President of Council

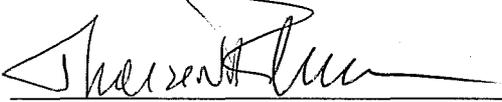
  
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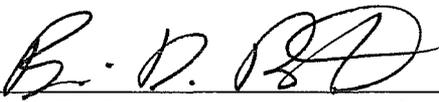
  
\_\_\_\_\_  
John Swain, Safety-Service Director

  
\_\_\_\_\_  
Ronda Altstadt

  
\_\_\_\_\_  
Brian Saterfield, Chief of Police

  
\_\_\_\_\_  
Joseph Hegedus, Esquire, OPBA Attorney

  
\_\_\_\_\_  
Thomas Palmer, City Law Director

  
\_\_\_\_\_  
Brian D. Butcher, Management Consultant

**LETTER OF UNDERSTANDING**  
**UTILIZATION OF RESERVE OFFICERS**

1. The Employer agrees to use the same selection procedures for the selection of reserve officers as it does for the selection of regular full-time patrol officers. Those procedures will include, but not be limited to: interviews, background investigation, CVSA, and physical agility testing. It is understood that reserve officers are not subject to Galion Civil Service Rules and Regulations.
2. Reserve officers will not be used to displace full-time patrol officers who are laid off.
3. Reserve officers will not ride on patrol with a patrol officer serving his new hire probationary period.
4. The maximum number of hours per work week a reserve officer will be assigned to any one (1) patrol officer will be sixteen (16) hours without the patrol officer's agreement.

**APPENDIX A**  
**VACATION SIGN-UP RULES**

The vacation sign-up sheets are with the shift Lieutenants and in dispatch. There are separate sheets for each shift and for dispatch. There is only one officer allowed off per shift/per day and one dispatcher off per day.

The vacation sign-up sheets will go by seniority and classification. The dispatchers will sign up by seniority and the patrol officers will start with the shift Lieutenant and then go to the most senior officer.

The sign-up sheets will be distributed to each employee two (2) times. On the first time around, employees that accumulate 160 or more hours will be able to sign-up for 80 hours and the employees that accumulate under 160 hours will be able to sign up for 40 hours. On the first round, an employee's week will be considered between their days off (if you have Monday-Tuesday off, the week will be Wednesday-Sunday). You may sign-up for all 40 hours or a portion of the week. Any time taken during a week will be considered signing-up for a "week." In other words, if you can sign-up for 40 hours on the first round and you decide to only take off July 3-4 (16 hours) and no other days in that week, this will constitute your "40 hours." This eliminates the need to sign-up for an entire 40 hours on the first round and then delete days on your next round.

Once you have been notified that it is your turn to sign-up for vacation, you have 72 hours to complete the round. This will help keep the vacation bid sheets moving.