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AGREEMENT
BETWEEN
THE CITY OF BROOKVILLE, OHIO
AND
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

SERB CASE NO. 2013-MED-10-1254

Effective January 1, 2014
through December 31, 2016

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UNION AGREEMENT

THIS AGREEMENT is entered into between the City of Brookville, Ohio (hereinafter referred to as "City") and the Brookville Bargaining Unit, Ohio Patrolmen's Benevolent Association (hereinafter referred to as the "Union"), for and on behalf of the Union and the employees now or hereinafter described.

The parties recite and declare that:

1. This Agreement shall be implemented consistent with Ohio Revised Code Chapter 4117, and the legislative authority of the City of Brookville, Ohio.
2. Both parties to this Agreement desire to improve employee efficiency and the quality of service rendered by the employees to employer, the City of Brookville, Ohio, and the public, to promote harmonious relations between the City and the Union and employees, and to enter into an agreement covering rates of pay, hours of work, and other terms and conditions of employment.

For the reasons set forth above and in consideration of the mutual covenants and promises of the parties hereto, the City and the Union covenant and agree as follows:

ARTICLE 1 MANAGEMENT RIGHTS

EXCEPT AS SPECIFICALLY LIMITED HEREIN, the City shall have the exclusive right to manage the operations, control the premises, direct the working forces, and maintain efficiency of operations. Specifically, the City's exclusive management rights include, but are not limited to, the sole right to hire, discipline and discharge for just cause, lay off, and promote; to promulgate and enforce employment rules and regulations; to reorganize, discontinue, or enlarge any department or division; to transfer employees (including the assignment and allocation of work) within the department; to introduce new and/or improved equipment, method's and/or facilities; to determine work methods; to determine the size and duties of the work force, the number of shifts required, and work schedules; to establish, modify, consolidate, or abolish jobs (or classifications); and to determine staffing patterns, including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked, subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided herein and as permitted by law.

ARTICLE 2
RECOGNITION

The City recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit described in SERB's Order of July 5, 2001, in Case No. 01-REP-04-0095, which is certified and on file with the State Employment Relations Board. The bargaining unit consists of all full time Patrol Officers. Patrol Officers after completing six (6) months full time service of their probationary period, have the option to join the Union, but until satisfaction of one (1) year probation period, will not receive final appointment. Members of the bargaining unit shall hereinafter be referred to as Employees.

ARTICLE 3
SCOPE OF BARGAINING

The Union has sole and exclusive bargaining rights for the employees covered hereunder on the following subjects:

1. Wages
2. Hours
3. Fringe Benefits
4. Working Conditions

ARTICLE 4
NONDISCRIMINATION

Neither the City nor the Union shall discriminate against an employee because of the employee's race, color, religion, sex, age, disability, natural origin or political affiliation.

It is mutually agreed that neither the City nor the Union or its members shall interfere with, restrain, coerce or otherwise discriminate against any employee in the employee's right to join or assist, or refrain from joining or assisting any labor organization or to participate in any lawful union activity.

ARTICLE 5
ASSOCIATION DUES

The City shall deduct Union membership dues from the pay of those employees in the bargaining unit who individually request in writing such deductions from pay. The amount to be deducted shall be certified to the City by the Union and the aggregate deductions, together with a list of employees for whom deductions were made, shall be promptly remitted to the Union.

Employees wishing to cancel Union membership dues must do so in writing. The deductions will be canceled the month following the month in which the request was received.

ARTICLE 6
GRIEVANCE PROCEDURE

There shall be an earnest, honest, and prompt effort to settle differences. If any controversy or difference arises between an employee or group of employees and the City with respect to the interpretation or application of this Agreement, such controversy shall be handled as follows:

STEP 1. The employee shall present the complaint in writing to the Police Chief, stating the exact nature of the grievance and the Article(s) of this Agreement alleged to be violated within ten (10) days of the date the employee knew or reasonably should have known about the event or occurrence which is the basis for the grievance.

The Chief, or his designated representative, shall meet with the employee, who may be accompanied by a Union representative if he chooses, in an effort to resolve the matter. Witnesses may be called by either party.

The Chief, or his designated representative, must meet with the grievant and respond in writing to the grievance within ten (10) working days of receipt of the grievance.

If the grievant does not refer the grievance to the next step of the grievance procedure within five (5) working days of receipt of the Chief's response, the grievance shall be considered to have been satisfactorily resolved.

STEP 2. The employee shall refer the grievance and the relevant material concerning the grievance to the City Manager, who shall convene a meeting between the grievant, his representative, the Chief, and such witnesses as he deems appropriate within seven (7) working days of the receipt of the grievance. The City Manager shall respond to the grievance in writing within seven (7) working days of the hearing.

If the grievant does not refer the grievance to the next step of the grievance procedure within seven (7) working days of receipt of the City Manager's answer, the grievance shall be considered to be satisfactorily resolved.

STEP 3. The Union, through its Director, shall notify the City Manager of its intent to appeal the matter to arbitration. Such notice must be received within fourteen (14) days of the receipt of the City Manager's answer. Within fifteen (15) days

thereafter, the parties shall jointly request a panel of not less than seven (7) persons from the American Arbitration Association ("AAA"). The parties shall request that the panel consist of Ohio arbitrators only. Upon receipt of the panel, the parties shall make a selection using the alternate strike method.

The costs associated with arbitrations, except for the costs of the parties' respective representatives, shall be shared equally by the parties and the arbitrator shall have no authority to add to or subtract from or modify any of the terms of this Agreement nor shall any award issued by the arbitrator be contrary to law. Further, the award shall be based exclusively on the evidence presented at the arbitration hearing.

The arbitrable forum herein established is intended to resolve disputes between the parties only over the interpretation or application of matters which are specifically covered in this Agreement and which are not excluded from arbitration. The decision of the arbitrator shall be final and binding on all parties and individuals involved. Appeals from binding awards may be appealed exclusively through R. C. Chapter 2711.

ARTICLE 7 **LAYOFFS AND RESTORATION**

If it becomes necessary, through lack of work or funds or for causes other than disciplinary reasons, to reduce the work force in the bargaining unit, the youngest employee in point of service shall be the first laid-off. Laid-off employees shall retain recall rights for eighteen (18) months from date of lay-off.

Recall shall be in inverse order of lay-offs. Employees recalled shall have seven (7) days following receipt of notice to indicate in writing their desire to return and must return to work within fourteen (14) days of receipt of notice. Notification shall be by registered letter to the last known address of the employee. A copy of the recall notice shall be simultaneously sent to the Union.

Employees shall notify management of any change of addresses during this time period.

ARTICLE 8 **HOURS OF WORK**

The normal work period for employees shall consist of eighty (80) hours per pay period. Variations from this schedule due to shift changes, rotating work schedules (e.g., 6-3 rotation), and the need for twenty-four (24) hour coverage shall not be cause for premium pay. In order to eliminate fluctuation in employee paychecks for those employees on a 6-3 schedule who are working 8.5 hour days, these

employees shall receive bi-weekly paychecks computed on the basis of eighty (80) hours per pay period, at the employee's regular hourly rate of pay. Friday afternoon following the end of each two (2) week period will be normal pay day. All regular shifts are to be scheduled at least four (4) weeks in advance, and the schedule made available to employees.

Employees shall be afforded choice of available shifts in the order of their seniority when shift changes are mandated by management. A representative of the employees shall advise management at least five (5) working days in advance of a shift change with a list of their shift preference. No employee will be placed in the same shift more than one (1) out of every three (3) shift changes, this allowing others an opportunity to work preferred shifts.

ARTICLE 9
PREMIUM PAY

OVERTIME

1. Patrol Officers will be paid their regular straight-time salary for all hours worked. Members who work in excess of their regularly scheduled shift or work schedule shall be compensated at a rate of one and one-half (1½), or may by mutual agreement with the City, "Flex" his/her work schedule within the same work period. Actual hours worked shall include Vacation, Personal and Bereavement leave, if such paid leave time has been pre-scheduled and pre-approved by the Chief or his authorized representative. Sick leave hours will not count as hours worked in computing overtime.
2. Overtime assignments of which the Employer is aware sufficiently in advance shall be posted in the police squad room as soon as possible. Full-time patrolmen will have the first opportunity to sign up for the available shifts for one week (5 days) after the initial posting. Shifts not signed up for by full-time patrolmen within five (5) days of posting will then be available to supervisors, part-time and auxiliary officers at that time. Conflicts in which two (2) or more patrolmen wish the same shift shall be granted by seniority. This seniority does not include supervisors, part-time and/or auxiliary officers. Double shifts will not be offered except in case of emergency or scheduling hardship.

Any time overtime is created by an officer utilizing a pre-scheduled and approved vacation day or personal day, that shift has to be offered and made available as overtime to the full-time bargaining unit members. It does not, however, mean that mandatory overtime is required as long as the shift is covered by two personnel.

In the event of unforeseen overtime, which is overtime that results from sick leave or any other emergency that occurs with eight (8) hours or less notice to the Employer from the start of the shift that is required to be covered, the overtime shall first be offered, by seniority, to any bargaining unit members who are already present on the shift previous to the open shift.

If no member who is already present voluntarily accepts the overtime or accepts only a portion of the unforeseen overtime, it shall then be offered to the on-coming bargaining unit members already scheduled to work the shift subsequent to the overtime hours, by seniority. If none of the off-going or on-coming members accepts the overtime, it shall be offered to all other bargaining unit members, by seniority. In the event that the overtime cannot be filled pursuant to the foregoing process, the least senior bargaining unit employee present shall be ordered to work the unforeseen overtime.

3. Employees called in and required to work at a time disconnected to their regular scheduled hours of work shall be compensated at the rate of time and one-half (1½), but at a minimum shall receive three (3) hour's pay at time and one-half (1½).

Subsequent call-ins shall be similarly compensated if the subsequent call-ins are made after the three (3) hour time span covered by the original call-in.

COURT TIME

1. Whenever it is necessary for an off-duty employee to appear in court on matters pertaining to or arising from City of Brookville business, or to appear before the prosecutor for a pre-trial conference, the employee will prepare an Absence and Overtime Form, as currently used, attach the Court Subpoena and submit it to the employee's supervisor for approval as required.

In cases where no subpoena was issued, the employee will attach a paper that states who requested the employee's presence, the date, start and finish time, and signature of the Prosecutor. This paper will then be attached to the employee's Absence and Overtime Form and submitted to the employee's supervisor.

Court time that is on the employee's scheduled day off will be paid a minimum of three (3) hours overtime pay. However, the employee will contact the Prosecutor twenty-four (24) hours in advance to insure that employee is still needed. If not, no compensation is due. In the event the employee is told he/she is needed after calling the Prosecutor, the Employer will pay a minimum of three (3) hours overtime pay.

Court time scheduled on an employee's duty day that begins or ends before or after the employee's normally scheduled duty hours will be compensated at a rate of three (3) hours overtime pay. However, the employee will call the Prosecutor twenty-four (24) hours prior to the subpoenaed court time. If the employee is not needed, no compensation is due. However, employees shall not be eligible for court time pay if their court appearance abuts their regularly scheduled hours, occurring within one (1) hour of either the employees regularly scheduled start time or end time. In the event an employee's court time abuts their regularly scheduled hours, the employee will be paid the appropriate hourly rate.

TRAINING

1. When reasonably possible, training will be scheduled on duty time. When not possible, employees will be compensated for departmentally approved training at one and one-half (1½) time the employee's normal rate of pay. Necessary books, materials and tuition will be paid by the City.

Training in rain showers is not cause for canceling training; however, thunderstorms, tornado watches and warnings, heat index warnings and temperatures of thirty degrees Fahrenheit (30°) or below, will be cause for cancellation of any outdoor training.

PYRAMIDING

1. There shall be no pyramiding of premium pay.

ARTICLE 10 **HOLIDAYS**

As used in these policies, Personal Days shall mean scheduled work periods during which regular and probationary Police Department employees, excluding the positions of secretary and Command Staff, are not required to work, but for which they are paid their regular rates of pay, and which are in lieu of holidays.

Personal Days shall be scheduled subject to the manning requirements of the City as determined by the Police Chief. An employee's request for a personal day made at least ten (10) days prior to the day requested will be acted upon within three (3) working days after receiving the request. No more than two (2) Personal Days shall be granted during a month. Requests for use of personal days made in accordance with this provision shall not be unreasonably denied.

Regular employees shall be granted thirteen (13) Personal Days for each year. Probationary employees shall be granted one (1) Personal Day for each month of service, up to a total of thirteen (13) days for the year. Personal Days will be granted each calendar year, must be used by the last pay period of each calendar year, and none shall be carried over into the following year.

In addition to the 13 Personal Days granted to each employee each year, employees can earn an additional Personal Day for nominal use of sick leave as follows: 0-2 total days of sick leave used in the prior year. No more than two (2) total days of sick leave = one (1) personal leave day.

All regular full-time Police Patrol Officers of the City shall be eligible to convert all or any portion of their full days of unused personal days to which they are entitled to, to a cash payment at a regular hourly straight pay rate minus all normal deductions. In the event that the Police Officer(s) desires to make such a conversion, they shall notify the Director of Police of their decision, in writing before

November 1 of each calendar year. The notification shall include the specific number of days that they wish to have converted to a cash payment. The payment shall be made with the second pay period ending check in November of that year only. Upon an employee's termination of employment with the City of Brookville, the unused Personal Days will be prorated for cash-out purposes at the rate of one per each month worked for that year.

ARTICLE 11 **UNIFORM ALLOWANCE**

The City shall assume the cost of furnishing new employees with a complete new uniform for the first year's service. After the first year of employment, uniform allowances will be Eight Hundred Twenty Five Dollars (\$825.00) payable semiannually in January and July. After one (1) year of employment, employees will receive a prorated uniform allowance of one-twelfth (1/12) of the total yearly uniform allowance per each full month of service until the next semiannual payment. All uniformed employees are subject to daily and any specially ordered inspections by supervisors or the Chief as to the cleanliness and overall condition of uniforms and equipment. Employees found with unclean or unpresentable uniforms and equipment are subject to disciplinary action. Initial changes of uniform resulting from promotion shall be paid by the City. All uniform leather gear will be replaced when deemed necessary by management.

Articles of clothing (uniform) shall become the property of the employee. Ballistic vests will be considered an article of equipment and will be furnished to employees who request and/or is required to wear them, and will be replaced when deemed necessary by management. The Employer agrees to provide a second carrier for the employee's vest at no cost to the employee. Equipment articles shall remain the property of the City and shall be returned to the City upon resignation, discharge, or retirement in the same condition as when received, less the normal wear and tear.

Articles of clothing to be issued initially to the employee by the City, and to become the property of the employee is as follows:

- Three (3) long sleeve shirts
- Three (3) short sleeve shirts
- Three (3) pair trousers
- One (1) leather jacket or one (1) lightweight jacket with removable liner
- One (1) summer hat
- One (1) winter hat
- One (1) pair uniform shoes
- One (1) uniform tie

All other equipment issued by the City will remain the property of the City while in the custody of the employee.

Equipment articles lost or stolen through negligence shall be replaced by the employee. Equipment articles needing repair or replacement due to job related wear and tear shall be repaired or replaced by the City.

When uniform changes are mandated by the City, the initial change shall be paid for by the City. When the uniform changes are requested by the Union, additional changes will be paid by the employee. Such request by the Union would need approval by the City.

The City shall report the clothing allowance as required by IRS regulations. Each employee may retain copies of their receipts of their purchase of items for their own tax purposes.

ARTICLE 12
SEVERABILITY

If, during the life of this Agreement, there exists an applicable law or any applicable rule, regulation or order issued by governmental authority which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended, and be of no effect hereunder, so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions, which shall continue in full force and effect.

ARTICLE 13
WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the 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 hereto after the exercise of those rights and opportunities are set forth in this Agreement.

Provisions of this Agreement may be amended, modified or supplemented at any time, but only by mutual consent of the parties.

Any such discussion shall not in any way affect the remaining provisions of this Agreement.

In the absence of such mutual consent, this Agreement represents the negotiated result of the parties on all matters subject to negotiation.

ARTICLE 14
SICK LEAVE

All employees shall accrue sick leave at the rate of 4.6 hours for each completed 80 hours of service. Such leave is a privilege extended to employees, in case of illness, so they will not lose their regular pay. Overtime hours shall qualify for accrual of sick leave hours. Sick leave accrued, but not used

or converted as hereinafter provided in any year, shall be cumulative without limit in succeeding years. Employees hired after February 1, 2008 may not accumulate more than 1,600 hours of sick leave. The timing of the payment of unused sick leave upon retirement shall be paid in accordance with the Employee Personnel Manual.

When sick leave is used, it shall be deducted from the employee's credit on the basis of one (1) hour for every one (1) hour of absence from previously regular scheduled work period. Employees shall be compensated at their regular hourly rate for all authorized sick leave.

In order to qualify for payment of accrued sick leave, the employee must report the illness at least one (1) hour before the start of the shift to the department head and on each succeeding day of absence unless other arrangements are made with the city.

Sick leave may be used for the following reason:

1. In case of his/her illness, injury, childbirth, or exposure to a contagious disease.
2. For medical, dental, or optical examination or treatment. (Such leave shall be limited to the actual hours necessary for such medical, dental or optical examination or treatment, including reasonable travel time and not to exceed four (4) hours unless excused by written permission of physician or dentist indicating that treatment rendered required employee to take off for a longer period of time).
3. Enforced quarantine of the employee in accordance with community health standards.
4. Sick leave usage for the purpose of illness/injury of a member of the employee's immediate family (wherein the employee's presence is required) shall be limited to a total of forty (40) hours per calendar year. Such usage may be taken in increments of as few as one (1) hour per incident. In the event an employee should require additional time in excess of the allowance established or for reasons other than those noted above, such additional time may be charged against Vacation or Personal leave with the approval of the employee's supervisor.

Immediate family as used above shall mean spouse, child or other relative if that relative actually resides in the home of the employee.

Exempt from sick leave "use" shall be any leave that qualifies for Family Medical Leave for the serious health condition of a spouse, parent or child consistent with the Family Medical Leave Act. Employees shall be permitted to utilize sick leave for any sick leave occurrence that is Family Medical Leave qualifying.

Elective surgery will be scheduled at the convenience of the City.

Full-time employees who use **NO** sick leave from January 1 to December 31 will receive a \$150 Perfect Attendance Bonus no later than the second pay in January of the following year.

In case of an absence of more than two (2) days, the Chief may require that a physician's statement be submitted to justify the use of sick leave. If the Chief requires a physician's statement for use of sick leave for less than three (3) working days, the City will incur the cost of the examination provided that the physician authorizes the absence from work due to illness or injury.

Exchange of Sick Leave:

1. Exchange of Sick Leave to Vacation

All full-time City personnel may, if they so desire, convert sick leave time into vacation time as follows:

1. 0-264 accumulated hours: no vacation conversion.
2. 265-720 accumulated hours: 32 sick leave hour's converts to eight (8) vacation hours.
3. Over 720 accumulated hours: 24 sick leave hour's converts to eight (8) vacation hours.
4. After any conversion, the employee must maintain a minimum of 240 hours of sick leave.
5. A maximum of 40 hours for vacation can be converted from sick leave hours in any one (1) calendar year, and these days off shall be scheduled at the discretion of the department heads.

2. Exchange of Sick Leave to Pay

If an employee has a Sick Leave balance of 600 hours or more as of December 31 of any calendar year, Sick Leave accrued during the following year may be exchanged for additional pay at a ratio of 3 to 1. A maximum of 120 hours of Sick Leave may be exchanged for 40 hours of additional pay each calendar year according to the following guidelines:

The request must be made on a Personnel Action Form no later than December 1.

The requested additional pay will be paid with the last payroll check in January of the following year.

Employees may only be granted one exchange plan (to vacation or pay) during any calendar year and may not receive the benefit of both exchange plans in the same calendar year.

Any full-time City personnel with 20 years of continuous service regardless of age who retires with an age and service retirement through the applicable public retirement system, may, at his option, convert their unused sick leave time to a single lump sum cash payment for 25% of the unused sick leave time based on the retiring employee's rate of pay at the time of retirement. Should an employee be retiring at the age of at least 48 years, the employee may exercise this option with only ten (10) years of continuous service with the City. Only one quarter (¼) of the accumulated but unused sick leave, shall be so converted; it being expressly understood that those hours have been accumulated while being employed by the City. All time of public service referred to in this section shall be limited to continuous years of service with the City only.

When an employee has been medically diagnosed pregnant, she shall notify her supervisor, in writing and in a timely fashion, of her condition and the estimated date of birth. An employee may use sick leave and vacation time and be fully covered by insurance during leave for maternity. When other leaves, including FMLA leave, are exhausted, the employee may apply for Leave of Absence without pay, which may extend up to a six (6) week period of disability after birth. After that, if an employee does not return to work, but is not medically disabled, benefits (insurance, sick and vacation leave, etc.) do not accrue.

Sick Leave Donation:

All members of the bargaining unit shall be eligible for donated sick leave benefits, subject to the terms of this Article, to relieve hardship resulting from an extraordinary and extended illness.

1. When an employee's sick leave hours are about to be exhausted, he/she or the OPBA representative shall request, in writing, to the Chief of Police, consideration for receipt of donated sick leave hours from other bargaining unit members.

2. The Chief of Police has sole decision-making authority for recipients of this program. The decision regarding applications is not subject to the grievance or arbitration procedure.

3. Upon application, the Chief of Police will respond to the employee within ten (10) business days.

4. Upon approval of the request, the Chief of Police will post a sick leave donation request announcement for the employee.

5. Only non-probationary employees are allowed to participate, both in receiving and providing sick leave hours.

6. Any employee providing hours must have a minimum of 300 hours to participate. Only hours above the 300 level may be used.

7. Donation of sick leave hours must be in 40-hour blocks (minimum and maximum), except for employees with less than 340 hours.

8. Donated hours are deducted from an employee's available number of days to use each year. Example - 40 hours donated, 120 days - 5 days = 115 days left.

9. Each employee may donate sick leave hours only once in a calendar year.

10. This program is used only when the employee exhausts all other leave (earned Vacation and Personal days).

11. Once hours are donated to an employee, he/she retains that number of hours. If an employee returns to work before the hours are exhausted, the employee retains all unused, donated hours.

Abuse of Sick Leave:

In the event that an employee is suspected of abusing sick leave, the City may require the employee to justify his, or her use of sick leave by obtaining a physicians's certificate at the employee's own expense, or other verification of illness or injury acceptable to the Chief, for any or all future absences for which sick leave is claimed within a period of six (6) consecutive months.

Grounds for suspicion of abuse shall include, but not limited to, information received by the City in writing signed by complainant that the employee is, or was, during any time for which sick leave is claimed:

1. Engaging in other employment;
2. Engaging in strenuous physical exercise of recreation, including work around the home, other than as ordered or recommended by a doctor;
3. Present in a tavern or other place inconsistent with a claim of illness or injury;
4. Pattern of absences.

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

While on paid sick leave, employees are not authorized to work at other jobs without the written permission of the City Manager.

ARTICLE 15
TUITION REIMBURSEMENT

The City agrees to reimburse a full-time Patrol Officer for tuition up to \$3,000 per calendar year, subject to the approval of the City Manager, which approval will not be unreasonably denied and provided the following conditions are met:

1. The subject matter of the course must contribute to the employee's ability to improve his or her performance on the job, and should enhance the employee's value to the City.
2. The course must be offered through an accredited college, university, technical institute, business school, or related educational school or institution.
3. If the employee fails to complete or pass the course, with at least a C (2.0) grade point average, or if he or she resigns or is removed from his or her position with the City within one year of completion of the course, the employee must repay the City all tuition, fees, books, or other expenses the City paid for the course.
4. A grade report, certificate, or other proof of completion and receipt for payment of the course must be submitted to the Department Director before reimbursement will be made.
5. An employee who intends on taking college courses must submit a Memorandum to the Police Chief no later than October 1 of each year for the next calendar year. If a Memorandum is not provided to the Police Chief by October 1 of each year for the next calendar year, reimbursement will not be made.
6. Total reimbursement by the City will not exceed \$3,000 per calendar year for the Bargaining Unit Members. If more than one Bargaining Unit Member is eligible for tuition reimbursement, the amount will be prorated based on the number of eligible Bargaining Unit Members.

ARTICLE 16 **INSURANCE**

The City shall have a plan of Health and Dental care available to employees covered hereunder and such plan of benefits shall be uniform for all full-time employees of the City. The City shall contribute 88% of the applicable monthly cost for coverage for any enrolling employee who contributes, via payroll deduction, 12% of such monthly applicable cost for Health insurance. Beginning January 1, 2015, the City shall contribute 87% of the applicable monthly cost for coverage for any enrolling employee who contributes, via payroll deduction, 13% of such monthly applicable cost for health insurance. The City agrees to pay the entire premium cost for Dental insurance.

Employees may "opt-out" of the City's major medical and pharmaceutical coverage for the employee, spouse and all eligible dependents, provided that the employee demonstrates current coverage by the spouse for the employee, spouse and all eligible dependents. The City shall pay the sum of \$150 per month for a family plan; employees on health plans other than a family plan will be paid a proportional amount based on the monthly premium of their current health plan to the family plan. The employees who opt out will be paid annually on or about December 1, and will be fully taxable.

All employees covered hereunder shall be provided with \$35,000 face amount of Life and Accidental Death and Dismemberment (AD&D) Insurance. Such face amount of insurance shall be reduced 50% upon the employee's attainment of age 70. The City agrees to pay the entire premium cost for such insurance.

Medical benefits herein described shall be subject to coordination of benefits in accordance with the provisions of the Master Plan/Agreement.

The type of insurance and method of providing the above-described insurance coverage, and/or the choice of insurance carrier, shall be solely within the discretion of the Employer.

Medical coverage continuation shall be in accordance with the COBRA Act.

The parties shall re-open Article 16, Insurance, on or around October 1, 2015 for the purpose of negotiating Article 16, Insurance, for the third-year of the agreement, 2016.

ARTICLE 17
VACATION

All full-time City personnel shall be eligible for paid vacation after the completion of six (6) full months of service and having accumulated vacation time. Vacation time shall accrue on the following schedule, based on regular hours of service. Overtime hours (more than 80 hours per pay period) of service shall not qualify for vacation time.

At Least	But Less Than	Accrual Rate	Earned Per Year
6 Months	5 Years	3.08 Hours @ 80 Hours	80 Hours
5 Years	10 Years	4.00 Hours @ 80 Hours	104 Hours
10 Years	15 Years	4.60 Hours @ 80 Hours	120 Hours
15 Years	20 Years	6.16 Hours @ 80 Hours	160 Hours
20 Years		6.92 Hours @ 80 Hours	180 Hours

Personnel may at their option accrue up to 15 days (120 hours) of vacation over their yearly earned allotment, with any additional amount over this needing signed approval by the City. Personnel who have accrued three (3) weeks (120 hours) or more weeks of vacation, may request to receive one (1) weeks regular wages in lieu of one (1) weeks vacation time. This will be permissible once in any calendar year with at least one (1) weeks written notice requesting the pay. This payment will be included on the next regular pay day if approved by the City Manager.

Vacations shall be scheduled subject to the manning requirements of the city as determined by the Chief of Police. No more than one (1) bargaining unit employee per shift will be permitted to take a vacation and/or personal day, and no more than two (2) bargaining unit employees can be off on the same day. The Command Staff will not be counted as employees off.

Vacation requests must be made in writing at least two (2) weeks before the start of proposed vacation. In case of conflicting requests, and subject to manning requirements, vacations shall be scheduled on the basis of seniority. However, vacation requests shall not be unreasonably denied.

Employees will have the opportunity to obtain pre-scheduled vacation approvals on a seniority-based priority to the date of February 15 of each calendar year. Thereafter, vacations should be scheduled on a first come, first serve basis.

ARTICLE 18 **BEREAVEMENT LEAVE**

Up to three (3) days paid leave shall be granted to an employee for any work days missed owing to the death of his or her father, mother, child, spouse, brother, sister, parent-in-law, grandparent, spouse's grandparent, step-children, stepparents, or stepbrothers or sisters, brother-in-law, or sister-in-law, or grandchild. Any funeral leave beyond three (3) days shall be at the sole discretion of the City Manager, or, in the absence of the City Manager, the Chief of Police and will not be unreasonably denied.

ARTICLE 19 **INJURY LEAVE**

Injury leave up to a maximum of one hundred sixty (160) work hours shall be granted to an employee as a result of an accident arising out of, and in the course of the employee's normal performance of duties, and if allowed as a claim by the Industrial Commission. In order to be eligible for such injury leave, the employee must apply for disability payments under the Worker's Compensation Act, and immediately upon receipt of such benefits, turn same over to the Finance Director. Injury leave payments hereunder shall be paid at 100% of the employee's regular rate of pay.

Light Duty

1. If an employee is unable, for a work related illness or injury, to perform regular duties, and if the employee is able to perform some other types of work, then the employee will be required to work Light Duty, if such work is available up to a maximum of three hundred twenty (320) work hours.

2. The employee must obtain and provide to the Chief or his designee, a completed physician's Light Duty Release Form. The form must be completed and signed by the employee's attending physician. The doctor must state that there is reasonable medical probability that the employee will be able to return to full duty at a specified date in the future, and authorize the employee to return to work in a light duty position and outline the parameters within which the employee may work. If there exists a reasonable basis to question the physician's evaluation, the City Manager reserves the right to have the employee examined at City expense if necessary to determine the extent of injury and entitlement to light duty.

ARTICLE 20

MISCELLANEOUS PROVISIONS

MILEAGE

The City shall reimburse an employee for the use of his privately owned vehicles when they are required and/or approved for use while acting in the interest of the City. The rate for such use will be at the current Internal Revenue Service standard mileage rate.

LEAVE OF ABSENCE

Leaves of absence without pay for personal reasons may be granted by the City for a limited period not to exceed three (3) months. Such leaves may be extended for up to one hundred sixty (160) work hours at the discretion of the City Manager. The Employer shall comply with the provisions of the Family and Medical Leave Act for qualifying leaves.

MILITARY LEAVE

Employees who are members of the Ohio National Guard, or a reserve component of the Armed Forces of the United States, shall be entitled to leave of absence from their City duties for such time as they are in military service, or field training, or active duty in accordance with State and Federal law.

UNION BUSINESS

The Union is authorized to select one (1) representative to investigate grievances, consult with the Chief in processing a grievance, or to assist in the settlement of disputes. If prior permission is received, such representative shall be allowed reasonable time off without loss or gain in pay for such purposes. Such permission shall not be unreasonably denied.

The Union shall provide the Employer with the name of such designated representative and shall ensure that the Employer is timely advised of any change in the designated representative.

POLICE AUXILIARY

All regularly scheduled duty shifts will be covered by full-time employees with the following exceptions:

1. If, after complying with Article IX (Premium Pay), no full-time employee wishes the assignment, it may be offered to a part time officer and/or an auxiliary officer.
2. When full-time employees are off for more than two (2) days, part time officers and/or auxiliary officers may be assigned to the shift.

SAFETY

It is the responsibility of Management, with the cooperation of the Union and employees, to provide safe working conditions, equipment and working methods for its employees and to attempt to provide two (2) man minimum staffing at all times.

DISCIPLINE

An employee may only be disciplined for just cause and where appropriate, the principles of progressive discipline will be used.

All disciplinary actions shall be removed from the employee file twenty-four (24) months from the date of issue. Disciplinary actions over twenty-four (24) months shall have no force and/or effect upon current disciplinary proceedings.

Any time that a written disciplinary action is placed in an employee's personnel file, the employee may attach an explanatory memorandum to the disciplinary action detailing the employee's explanation of the circumstances surrounding the disciplinary action.

LABOR/MANAGEMENT COMMITTEE MEETINGS

The parties shall establish a Labor/Management Committee which shall meet annually, or more often if mutually agreed by the parties, to discuss matters of mutual concern, including but not limited to the administration of this Agreement. The Union may designate two (2) individuals to act as its representatives on the Committee. The City's representatives will be the Chief of Police or designee, the City Manager or Assistant City Manager, and up to one (1) additional individual, at the Employer's discretion.

PAYMENT FOR EARNED LEAVE UPON DEATH OF EMPLOYEE

In the case of death of an active employee, any Vacation and Personal Leave balance at time of death and 25% of the Sick Leave balance at time of death to which the employee would have been entitled, shall be paid directly to the designated beneficiary, or the employee's estate, if no beneficiary is named.

SHIFT TRADES

All full-time bargaining unit members, excluding the position of Detective and Command Staff, will be entitled to trade work hours not to exceed their regularly scheduled shift in any one pay period with any other qualified employee on a "no loss/no gain" basis. No employee is entitled to overtime during the period for which he or she is substituting for another employee pursuant to a trade of work hours under this section. All trades must be totally completed within the same pay period in which they are initiated. All shift trades must have prior approval from the Police Chief or his designee. Shift trades will not be unreasonably denied.

ARTICLE 21
WAGES

The following pay schedule is to be adopted on the effective date of this Agreement for all full-time commissioned officers with the Brookville Police Department.

WAGE SCALE JANUARY 1, 2014					
	A	B	C	D	E
HR \$	21.26	22.32	23.45	24.61	25.84
This represents a one percent (1%) increase.					
WAGE SCALE JULY 1, 2014					
	A	B	C	D	E
HR \$	21.48	22.55	23.68	24.86	26.10
This represents a one percent (1%) increase.					
WAGE SCALE JANUARY 1, 2015					
	A	B	C	D	E
HR \$	21.91	23.00	24.15	25.36	26.63
This represents a two percent (2%) increase.					

The schedule above consists of five (5) steps. Normal progression from Step A to Step B shall be upon the one (1) year probationary period. However, based on satisfactory performance after six (6) months full-time employment, one-half (½) of the Step A to Step B increase may be granted. Progression through the remaining steps shall be on an annual basis. Progression through the steps will be based on satisfactory performance as determined by the Chief through periodic performance review. Any recommendation for denial of a step increase must be approved by the City Manager.

The parties shall re-open Article 21, Wages, on or around October 1, 2015 for the purpose of negotiating Article 21, Wages, for the third-year of the agreement, 2016.

ARTICLE 22
PLUS RATING

When a Designated Officer-In-Charge covers for a supervisor who is not on duty, the Designated Officer-In-Charge will receive an additional \$1.45 per hour while performing supervisory duties while working as the Officer-In-Charge. The Designated Officer-In-Charge pay will also be paid to the individual who is so designated on Saturdays and/or Sundays (for the daily work hours the Chief is normally scheduled to work on week days), not to exceed eight (8) hours.

Any individual who is required to train a new employee shall receive an additional \$1.45 per hour for those hours during which such individual is actually training the new employee.

SHIFT DIFFERENTIAL:

1. 8:00 A.M. to 4:00 P.M. - No additional pay.
2. Full-time commissioned officers whose scheduled shift assignment falls between the hours of 4:00 P.M. and 8:00 A.M. shall receive a shift differential in the amount of \$0.40/hour for all hours so worked. This will be in addition to the applicable hourly rate of pay. This shift differential shall be paid hourly for all hours worked.

ARTICLE 23
APPLICATION OF CIVIL SERVICE

Whereas this Agreement may address subjects also addressed by the Civil Service laws and/or Rules and Regulations of the Brookville Civil Service Commission, the parties hereby mutually agree that this Agreement shall take precedence over any conflicting Civil Service provision and except as otherwise specifically provided herein the Civil Service Commission shall have no jurisdiction to receive or determine any appeals relating to the interpretation or application of this Agreement.

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

ARTICLE 24
WAIVER IN CASE OF EMERGENCY

In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Sheriff, 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 Employer;

1. Time limits for the processing of grievances; and
2. Work rules and/or agreements and practices relating to the assignment of employees.

Upon the termination of the emergency should valid grievances exist, they 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 they, the grievance(s), had properly progressed, prior to the emergency.

ARTICLE 25 **NO STRIKE/NO LOCKOUT**

The Employer and the Union agree that the services performed by employees are essential to the public's health, safety, and welfare. Therefore, during the period this Agreement remains in effect, the Union shall not authorize, instigate, aid, condone, encourage, participate, or otherwise engage in any strike, work stoppage, or slowdown, or other job action or inaction by employees which interrupts or interferes with the operations of the Employer. The Employer shall not lock out employees from the performance of their job duties in violation of Section 4117.11 (A)(7), R.C.

During the period this Agreement remains in effect, no employee shall instigate, aid, condone, encourage, participate, or otherwise engage in any strike, work stoppage or slowdown, or other job action or inaction by employees which interrupts or interferes with the operations of the Employer. This Article specifically prohibits any employee from refusing to report for work or refusing to work due to the existence of picket line.

The Union agrees to take affirmative steps to bring about an immediate resumption of work in the event of any strike, work stoppage, or other job action or inaction by employees in violation of this Article. In the event of any strike, work stoppage, or other job action or inaction by employees which violates this Article the Union shall:

1. Notify all employees immediately in the event of an interruption of work that is unauthorized and in violation of this Agreement; and
2. State in writing addressed and delivered to all employees that the work interruption is in violation of this Agreement; and
3. Make every other possible and reasonable effort to have employees cease violations of this Article.

In addition to any other rights and remedies prescribed by law, the Employer shall have the right to discharge or otherwise discipline any employee violating this Article.

Nothing in this Article shall prevent any party from seeking such relief as it may be entitled to from any court of competent jurisdiction in the event of a violation of this Article.

ARTICLE 26
DRUG/ALCOHOL TESTING AND FITNESS FOR DUTY EVALUATION

Drug Free Workplace

All employees shall be subject to the provisions set forth in the Fitness for Duty Policy of the City Personnel Policies Manual as implemented June 1, 1996.

Fitness for Duty Evaluation

An employee may request, or based upon reasonable suspicion, the City may require an employee to submit to a fitness for duty evaluation by a qualified practitioner, which may include both physical and mental fitness at the City's cost.

ARTICLE 27
PROBATIONARY PERIODS

All probationary periods for positions in classifications covered by this Agreement shall be for a period of one (1) year.

When a change in classification occurs, the affected employee will serve a probationary period.

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. A newly hired probationary employee may be terminated any time during his probationary period without recourse to the grievance or arbitration procedure or the State Personnel Board of Review.

ARTICLE 28
SENIORITY

Seniority shall be defined as follows:

1. City-wide Seniority shall be defined as the duration of time an employee has been employed with the City of Brookville;
2. Department Seniority shall be defined as the duration of time an employee has been employed with the City of Brookville Police Department;

3. Classification Seniority shall be defined as the duration of time an employee has been employed as a Police Officer with the City of Brookville Police Department; and

City-wide seniority pertains to rights as it relates to vacation and sick leave accrual. Departmental seniority shall apply for all other purposes in this Agreement unless specifically set forth otherwise.

Continuous service shall reflect the uninterrupted service of a member as calculated by years/days of service. Continuous service shall be interrupted only when a "break in service" occurs. A "break in service" only occurs in the following instances:

1. Separation because of resignation, except where a member is rehired within one year of resignation;
2. Promotion or transfer to a position outside the bargaining unit covered by the Agreement, except where a member returns to the bargaining unit within three hundred sixty-five (365) days of the promotion or transfer;
3. Removal which has not been overturned by the appropriate authority;
4. Failure to return from an unauthorized leave of absence; and
5. Failure to respond to a notification of recall from layoff.

Seniority shall commence on the date an individual becomes employed.

ARTICLE 29 **DURATION**

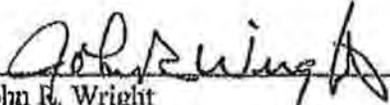
This Agreement shall be in effect January 1, 2014, and shall remain in full force and effect through December 31, 2016, unless otherwise modified, amended, or terminated as provided herein below.

If either party desires to modify, amend, or terminate this Agreement, or to negotiate a successor agreement, it shall give written notification of such intent to the other party no earlier than ninety (90) days, nor later than sixty (60) days prior to the expiration of this Agreement. In the event no such timely notification is given, this Agreement shall automatically renew for periods of one (1) year, with the notification period always being no earlier than ninety (90) days, nor later than sixty (60) days prior to the expiration of said Agreement in any renewal year. Such notification shall be by regular mail with return receipt requested. The parties shall commence negotiations within two (2) calendar weeks upon receiving such notification, unless otherwise agreed.

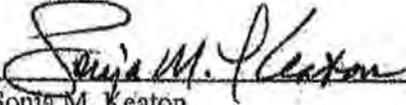
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representative this 6th day of FEBRUARY 2014.

FOR THE CITY



John R. Wright
City Manager

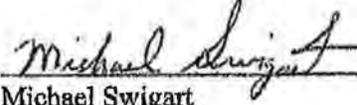


Sonja M. Keaton
Asst. City Manager/Finance Director

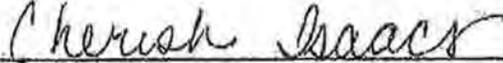


Benjamin S. Albrecht, Esq.
Designated Representative

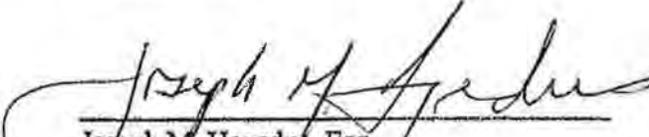
FOR THE UNION



Michael Swigart



Cherish Isaacs



Joseph M. Hegedus, Esq.
Designated Representative