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**AGREEMENT BETWEEN
THE VILLAGE OF ADA
AND
THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.**

SERGEANTS

Case No. 2014-MED-03-0277

EFFECTIVE: November 18, 2014 through June 30, 2017

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ARTICLE 1
PREAMBLE

This Agreement, entered into by the Village of Ada, hereinafter also referred to as the "Employer," and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter also referred to as the "FOP," or "Union," has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 2
RECOGNITION

Section 2.1 Recognition, Bargaining Units. The Village of Ada hereby recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters related to wages, hours, or terms and other conditions of employment for all employees included in the Bargaining Units listed in this Article. The Bargaining Units shall consist of the following, as certified by the State Employment Relations Board:

Case No. 01-REP-07-0175

INCLUDED: All full-time sergeants

EXCLUDED: Chief, senior administrative sergeant, patrol, dispatchers, all other employees

Section 2.2 Full-time Employees. Full-time and regular employees are those who normally work at least forty (40) hours per week for all of the weeks of the year excepting vacations, holidays, and other time-off as allowed by this Agreement.

Section 2.3 Part-time Employees. Part-time employees are those who normally work thirty-two (32) hours or less per week except in cases where such part-time employees are needed to cover work hours due to emergencies, vacations, holidays, and other time-off allowed for full-time employees.

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ARTICLE 3
FOP REPRESENTATION

Section 3.1 Representative(s) of the FOP shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival the FOP Representative shall identify himself to the Employer or the Employer's designated representative.

Section 3.2 The Employer shall recognize employees designated by the FOP to act as FOP representatives for the purposes of representation as outlined under this Agreement.

Section 3.3 The FOP shall provide the Employer an Official Roster of its officers and FOP Representatives which is to be kept current at all times and shall include the following:

- A. Name
- B. Address
- C. Home Telephone Number
- D. Immediate Supervisor's name and phone number
- E. FOP Office Held

No employee shall be recognized by the Employer as a FOP representative until the FOP has presented the Employer with written certification of that person's selection.

Section 3.4 Rules governing the activity of FOP representatives are as follows:

- A. The FOP agrees that no official of the FOP, employee or non-employee, shall interfere with, interrupt, or disrupt the normal work duties of other employees. The FOP further agrees not to conduct FOP business during working hours except to the extent specifically authorized herein.
- B. The FOP Representatives shall not enter any work areas of the Employer without obtaining permission of the Employer or the designated representative of the Employer, and shall not conduct FOP activities in any work area(s) without notifying the supervisor(s) in charge of that area(s) of the nature of the FOP activity.

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Section 3.5 Employee Representatives. The Employer agrees to recognize one (1) employee union representative for each bargaining unit for the purpose of processing grievances and representing employees pursuant to the provisions of this Agreement. The Union will notify the Village in writing of the names of the Union representatives.

ARTICLE 4 **CONFLICT AND AMENDMENT**

Section 4.1 Conformity to Law. This Agreement is meant to conform to and should be interpreted in conformance with the Constitution of the United States, the Constitution of the State of Ohio, and all applicable federal and state laws not otherwise superseded by the provisions herein. Where any subject or matter is addressed in this Agreement and in state law, this Agreement shall supersede and replace such statute and related rules or regulations over which it has authority to supersede and replace. Should any provision(s) of this Agreement be invalidated by operation of law or be declared invalid by any tribunal of competent jurisdiction, or be found to be in conflict with any state law it is not authorized to supersede or replace, or any federal laws, all other provisions of the Agreement shall remain in full force and effect.

Section 4.2 Revision of Invalid Provisions. In the event of invalidation of any portions of this Agreement by operation of law or by a court of competent jurisdiction, and upon written request of either party, the parties to this Agreement shall meet at mutually agreed times in an attempt to modify the invalidated provisions by good faith negotiations.

ARTICLE 5 **DUES DEDUCTION**

Section 5.1 Dues Deduction. The Employer agrees to deduct from the wages of any employee who is a member of the Union, all membership dues required. The Union will notify the Village Fiscal Officer annually of the dues it charges and its current membership, and will update this information as needed. Employees authorizing dues deductions shall submit an individual voluntarily signed authorization card to the Village Fiscal Officer. Deductions shall be made on a monthly basis effective beginning the month following receipt by the Village Fiscal Officer.

Section 5.2 Maintenance of Membership. The payroll deduction authorization shall be irrevocable for a period of one (1) year or until the negotiated Agreement expires, whichever occurs first. An employee may revoke authorization for payroll deduction of dues by submitting a written notice to the Employer with a copy of the revocation to the Union, during the ten (10) day period immediately prior to the expiration of each one (1)

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year period or the expiration of the Agreement. If no revocation is received during this ten (10) day period the authorization for pay deduction of dues shall be considered renewed for an additional one (1) year period. The Union warrants and guarantees to the Employer that no provision of this article violates the constitution or laws of either the United States of America or the State of Ohio.

Section 5.3 Indemnification. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of provisions of this Article, and the Union 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. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The parties agree and understand that if an employee(s) files an action against the Village and/or Union regarding the deductions made under this Article, the deductions shall cease immediately.

Section 5.4 Submission Of Dues To Union. All dues collected shall be submitted to the Union to the person designated in writing by the Union.

Section 5.5 Relief From Deducting Dues. The Employer shall be relieved from making such individual dues 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) unpaid leave of absence; or (5) revocation of the dues deduction authorization in accordance with Section 5.2 of this article.

Section 5.6 Sufficient Wages Needed. The Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

ARTICLE 6

NO STRIKE-NO LOCKOUT

Section 6.1 No Strike. The Union will not authorize, instigate, aid, condone or engage in a strike, work stoppage, slowdown or other withholding of services. Further, no employee in the bargaining units shall authorize, instigate, aid, condone or engage in a strike, work stoppage, slowdown, sympathy strike, or other withholding of services. In the event of a violation of this section, the Union will affirmatively act to require employees to return to work and fully perform their duties. Notice of violation of this Article may be given to any union representative or employee representative or officer of the Union. The Union recognizes that employees who violate this section may be subject to disciplinary action which may include discharge.

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Section 6.2 No Lockout. The Employer may not, during the life of this Agreement lockout any bargaining unit employees, or, for purposes of influencing negotiations, in any other regard, prevent said bargaining unit employees from carrying out their scheduled and assigned tasks.

ARTICLE 7 **NON-DISCRIMINATION**

Section 7.1 Pledge against Discrimination. The parties agree not to interfere with the desire of any employee to become, remain, or refrain from becoming a member of the Union, or restrain or coerce employees in the exercise of their rights guaranteed in O.R.C. 4117.

Section 7.2 Gender. All references to employees in this agreement shall be meant to designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 7.3 Joint Pledge. The Employer and the Union hereby recognize the existence of certain federal and state laws prohibiting discrimination against employees and applicants for employment on the basis of age, sex, race, color, religion, nation origin, military status, disability or genetic information. Both the Employer and the Union mutually pledge to comply with such laws and regulations.

The parties agree to meet and discuss any allegations or alleged unlawful discrimination prior to any appeal by the employee to an outside administrative agency or the grievance procedure herein. If any alleged violation of this section is appealed to a federal or state administrative agency or through the judicial system and also appealed through the grievance procedure, said grievance shall be held in abeyance pending the final outcome of the administrative/judicial appeal process.

Nothing contained herein shall be construed to negate any requirement that employees may have to report allegations of discrimination internally in accordance with Village policy before proceeding through administrative or other legal channels.

ARTICLE 8 **GRAMMAR**

Section 8.1 Plural/Singular, Gender. Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular. Words, whether in the masculine, feminine or neuter genders, shall be construed to include all of those genders. By the use of either the masculine or

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

ARTICLE 9 **UNION BUSINESS**

Section 9.1 Bulletin Boards. The Employer shall provide space for one (1) bulletin board for use by the employees in the three (3) bargaining units. Material posted on the bulletin board shall relate only to the union meetings, elections, social events, and reports affecting the employees in the bargaining units.

Section 9.2 Inappropriate Material. No partisan or nonpartisan political announcements, posters, stickers, pins, buttons or any other campaign materials shall be posted or placed on the bulletin board. Materials of a derogatory or unprofessional nature shall not be posted and, if posted, shall be removed from the bulletin board.

Section 9.3 Use of Ballot Boxes. The Union shall be permitted, with the prior notification to the Chief of Police, to place ballot boxes at the Police Department's Office for the purpose of collecting member's ballots on Union issues subjected to ballots. Such boxes are the property and responsibility of the Union. Neither the ballot boxes nor the ballots shall be subjected to the Village Council's review. All ballot boxes shall be removed as soon as practicable after the Union issue has been determined.

ARTICLE 10 **MANAGEMENT RIGHTS**

Section 10.1 Except to the extent modified by the provisions of this Agreement, the employer reserves and retains solely and exclusively all of his legal rights to manage the operations of the Village of Ada Police Department, as such rights existed prior to the execution of this Agreement with the Union. The rights of the employer shall include, but shall not be limited to, rights to determine the facts which are the basis of management decisions; to establish, change or abolish policies, practices, rules, or procedures for the conduct of the Police Department, its employees and its service to the citizens of the Village of Ada, Ohio, consistent with the provisions of this Agreement.

Section 10.2 The Employer's exclusive rights shall include, but shall not be limited to the following except as expressly limited by the terms and conditions set forth in this Agreement:

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- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, supervise, evaluate, retain, layoff and recall or to discipline for just cause to maintain order among employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means or personnel by which operations are to be conducted; the right to manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- E. Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees and to relieve employees from duty due to the lack of work or lack of funds;
- F. To determine the size, composition and adequacy of the work force, to establish, alter and change work schedules, to establish, modify, consolidate and to determine staffing patterns, including, but not limited to the assignment of employees, qualifications required and areas worked;
- G. Determine the overall mission of the employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the employer as a governmental unit;
- J. The right to select and determine the number and types of employees required, including the right to select, hire, promote, transfer, evaluate, and to assign such work to such employees in accordance with the requirements determined by the Employer;
- K. The right to determine, and from time to time re-determine the number, locations and relocations and types of its employees, or to discontinue any locations and number of employees;
- L. The right to establish the hours of work, work schedules, and assignments and to determine the necessity for overtime and the amount required thereof;

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- M. To promulgate and enforce employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of management; provided such rules and regulations are not inconsistent with the terms of this contract;
- N. The right to maintain the security of records and other pertinent information;
- O. The right to determine and implement necessary actions in emergency situations;
- P. The right to determine when a job vacancy exists, the duties and qualifications to be included in all job classifications, and the standards of quality and performance to be maintained; and
- Q. The right to determine the Police Department's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes.

Section 10.3 The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the rights and responsibilities of the Employer.

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

In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer with regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 11

LABOR-MANAGEMENT COMMITTEE

Section 11.1 Purpose. The parties recognize that certain subjects are matters of mutual interest to the parties. The parties also recognize that the union may wish to present its views on such subjects so that such views may be considered by the administration. It is not the intent of the parties that Labor-Management Committee meetings be used to

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bypass the normal chain of command. The Union is expected to attempt to resolve matters within the Police Department before raising those matters at Labor-Management Committee meetings.

Section 11.2 Committee Composition and Meetings. For this purpose, a Labor-Management Committee shall be established. The committee shall consist of the Mayor, one (1) member designated by the Ada Village Council, and the Chief of Police, and one (1) labor member designated from the bargaining unit by the Union. Additional parties may attend Labor-Management meetings if their presence is necessary to discuss the issue(s) to be raised and the other party has been notified of their attendance. Committee meetings shall be scheduled by any party at reasonable, mutually convenient times, and shall be closed to the public.

Section 11.3 Matters Not Within Agreement, Management Rights. Unless the parties mutually agree, matters involving interpretation of the Agreement shall not be subject to Labor-Management Committee discussions. Nothing herein shall be interpreted or construed to waive or preempt management rights set forth under Article 10 herein. Decisions of the Labor-Management Committee shall not be subject to the Grievance Procedure unless such decisions violate a section of this Agreement.

ARTICLE 12 **GRIEVANCE PROCEDURE**

Section 12.1 Grievance Policy. The Village of Ada and the FOP recognize that in the interest of effective personnel management, a procedure is necessary whereby employees can be assured of a prompt, impartial and fair processing of their grievances. No reprisals shall be taken against any employee initiating or participating in the grievance procedure.

Section 12.2 Grievance Defined. The term "grievance" shall mean an allegation by a bargaining unit employee or the Employer that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters which are controlled by the provisions of Federal and/or applicable state laws and/or by the Constitution of the United States and/or the State of Ohio.

Section 12.3 Disciplinary Action Defined. For the purposes of this Agreement, disciplinary action is any reduction in pay and/or position, removal or suspension. No non-probationary bargaining unit employee shall have any disciplinary action taken against him, except for just cause.

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Section 12.4 Any grievance must be completed and filed using the authorized grievance form provided by the union. In order to be considered by the Employer, the grievance must contain the following:

1. Aggrieved employee's name and signature;
2. Aggrieved employee's classification;
3. Date grievance was filed with the Employer's representative;
4. Date and time grievance occurred;
5. Location where grievance occurred;
6. A description of the incident giving rise to the grievance and any other relevant facts.
7. Specific articles and Sections of the Agreement alleged to have been violated; and
8. Remedy requested to resolve the grievance.

Section 12.5 Grievance Investigation. The investigation of a grievance (alleged or filed) shall be on non-work time. Writing of grievances by employee representatives may be performed during working hours when such activity does not interfere with the performance of the representative's assigned duties.

Section 12.6. Grievance Procedure. The following shall be the exclusive process used by employees to process any alleged breach, misinterpretation or improper application of the Agreement:

Prior to submitting a grievance to Step One, employees shall first discuss the alleged violation with their immediate supervisor.

A. Step One — Chief of Police:

Employees shall file their grievance in writing with the Chief of Police within ten (10) calendar days following the events or circumstances giving rise to the grievance. The Chief of Police shall accurately indicate on the grievance form the date and time the grievance was received and provide a copy to the employee. Grievances brought to the Chief of Police beyond the ten (10) calendar day limit shall not be considered and shall not be eligible for arbitration.

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A Union representative may accompany the grievant should the latter request his attendance. Within ten (10) calendar days of the submission of the grievance, the Chief of Police shall submit to the grievant his written response to the grievance. If the grievant is not satisfied with the written response he/she may submit the grievance to Step Two.

B. Step Two — Mayor:

1. Should the grievant not be satisfied with the answer in Step One, within three (3) calendar days after receipt of the Step One response he may appeal the grievance to Step Two by delivering a copy of the grievance form, containing the written response from the prior step and any other pertinent documents, to the Mayor. The Mayor or his designee shall accurately indicate on the grievance form the date and time his office received the form and provide a copy to the employee.
2. The Mayor and/or his designated representative(s) shall, within ten (10) calendar days of receipt of the written grievance, schedule and conduct a meeting to discuss the grievance with the grievant and the appropriate Union representative(s) selected by the grievant, if either party requests such a meeting. The Mayor and the employee may bring any appropriate witnesses.
3. Within ten (10) calendar days of the meeting at Step Two or receipt of the grievance if no meeting is requested, the Mayor shall submit to the grievant and/or the Union Representative his written response to the grievance.

C. Step Three — Mediation:

If the grievant is not satisfied with the answer in Step Two, within three (3) calendar days following receipt of the Step Two response the Union may advance the grievance to step three by submitting a written request for mediation to the Mayor. Within ten (10) days following receipt of the request for mediation, the Mayor or his designee shall contact the State Employment Relations Board (SERB), Bureau of Mediation, or the Federal Mediation and Conciliation Service (FMCS) or any other mediation service agreed upon by the Union and the Employer, and attempt to obtain a mediator.

The appointed mediator shall schedule a meeting between the parties and assist them in trying to reach a mutually agreeable settlement. Mediation shall continue until the parties reach agreement, until the mediator declares the parties have

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reached an ultimate impasse, or until the parties mutually agree to end the mediation and proceed to arbitration.

Any written materials presented by either party during mediation shall be returned to such party at the termination of mediation.

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Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented at the grievance proceedings and the rules of evidence will not apply. The mediator will have the authority to meet separately with any party, but will not have the authority to compel the resolution of a grievance. The mediator may, however, offer an immediate advisory, non-binding opinion as to how the issue should be decided under the terms of the Agreement.

In the event that a grievance which has been mediated subsequently goes to arbitration, no person serving as a mediator between the parties may serve as the arbitrator. Nothing said or done by the mediator may be referred to at arbitration. Nothing said or done by either party for the first time in the mediation conference may be used against said party during arbitration. Any offer of settlement by either party during mediation shall be inadmissible during arbitration.

The parties may agree to have the same mediator conduct mediation for more than one (1) grievance on a single day.

D. Step Four — Arbitration:

1. If the parties reach an ultimate impasse or mutually agree to end mediation during Step Three, within ten (10) calendar days after such impasse or mutual agreement to end mediation is declared, the Labor Council may appeal the grievance to arbitration by serving the Employer a notice of intent to arbitrate.
2. Within ten (10) days of the Employers receipt of the notice of intent to arbitrate the Labor Council and the Employer shall jointly solicit a list of fifteen (15) arbitrators from the Federal Mediation and Conciliation Service (FMCS) to hear the arbitration.

The parties shall alternately strike names from the FMCS list until only one (1) name remains, who shall be the arbitrator selected. The party requesting arbitration shall strike the first name. Both parties shall have the option to strike the entire panel of proposed arbitrators. This option may be exercised by either of the parties once for any one (1) grievance. Either party shall notify the selected arbitrator and arrange with the parties, the

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date, time and place of the meeting. The parties may mutually agree upon an arbitrator without requesting a list from the FMCS.

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3. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, hearing, and testimony from both parties. The arbitrator shall hear only one (1) grievance at a time unless both parties agree to consolidate two (2) or more grievances. After a dispute on which the arbitrator is empowered to rule hereunder has been referred to him such dispute may be withdrawn by either party who shall bear any expense incurred due to such cancellation. The fees of the Arbitrator and the rent, if any, for the hearing room shall be split equally between the parties.

The expense of any non-employee witnesses shall be borne, if at all, by the party calling that witness. The fees of a court reporter shall be paid by the party asking for one, however, such fee shall be split equally if both parties desire a reporter or request a copy of the transcript. The grievant, the employee representative, and employee witnesses, called by either party, who appear and testify at an arbitration hearing during their normal working hours shall not suffer any loss in pay, provided that the needs of the Village, the Ada Police Department and the safety of the citizenry of the Village are not compromised. Disputes may only be submitted to arbitration during the life of this Agreement. No issue whatsoever may be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place during the effective dates or agreed extensions of this Agreement.

No decision by an arbitrator shall infringe upon the following:

- a. The obligation of the Village or Department as expressed or intended by the provisions of applicable Ohio laws;
 - b. The applicable statutory obligations of the Village or Department;
 - c. The legal principles expressed by Ohio Supreme Court determination or by any other court of competent jurisdiction, or in the general body of legal principles which are applicable to Villages and their functions.
4. Either party may raise the issue of arbitrability before the arbitrator. In the event such issue is raised, the first question to be addressed by the arbitrator shall be whether the grievance is arbitrable.

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5. The arbitrator shall not change wage rates already in effect pursuant to this Agreement. No award of any arbitrator shall be retroactive for any period prior to the date of the filing of a grievance. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, hearing and recording testimony from both parties and applying the rules of the AAA. The arbitrator shall not have the authority or power to add to, subtract from, disregard, alter or modify any of the terms or provisions of this Agreement. The arbitrator shall not grant relief that extends beyond the termination date of this Agreement. The arbitrator may not make an award or decision which in effect grants either party that which it was unable clearly to secure during past collective bargaining negotiations. The arbitrator shall not have the authority to award any grievance not timely processed in accordance with the timelines expressed within the grievance procedures herein. Any issue left unsettled by the parties when the Agreement is signed must be determined by the parties, not by an arbitrator. It is expressly understood that the decision of the arbitrator within his/her function and authority as set forth herein, shall be final and binding upon both parties. The arbitrator's decision and award shall be in writing and will state the rationale for the decision.

Section 12.7 Failure to Advance the Grievance. Any grievance not advanced to the next step by the grievant or the union within the applicable time limits, shall be deemed resolved by the employer's last answer and shall not be subject to arbitration. Any grievance not answered by the employer within the time limits in that step, shall automatically proceed to the next step.

Time limits may be extended by the employer and the grievant by mutual agreement in writing.

Section 12.8 Class Action Grievances. A class action grievance is defined as an alleged violation of the Agreement which directly affects more than one (1) bargaining unit employee, which is being processed by the Union or one (1) employee on behalf of all bargaining unit employees affected. All bargaining unit employees desiring to be included in such class action grievance shall sign said grievance. Class action grievances shall be initiated by the Union at Step One of the Grievance Procedure, subject to the time limits applicable to such Step.

Section 12.9 Exclusivity. This grievance procedure shall be the exclusive method of resolving grievances or appealing disciplinary actions. Bargaining unit employees shall not attempt to by-pass the grievance procedure or pursue their complaints through any process outside this Agreement. The parties mutually agree that Ohio Revised Code Sections 737.16, 737.17 and 737.19 shall not be applicable to bargaining unit employees.

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However, in no way shall this exclusivity deny an individual his constitutional rights or rights under federal law, nor may the Village be denied its legal rights under any applicable laws.

ARTICLE 13 **EMPLOYEE INVESTIGATIONS**

Section 13.1 Criminal Investigations. A bargaining unit employee who is to be questioned as a suspect in any investigation where criminal charges may result, shall be advised of his constitutional rights in accordance with the law.

Section 13.2 Internal Investigations. Before a bargaining unit employee may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, he shall be advised that such conduct, if continued, may be the basis for such a charge.

At any time a formal investigation concerning a bargaining unit employee occurs, wherein disciplinary action of record (reprimand of record, suspension, reduction, or removal) may result, the employee will be permitted to have his union representative present, if requested.

Employees will be provided seventy-two (72) hours advance notice before being interviewed as the subject of an internal investigation.

When a bargaining unit employee suspected of a violation is being interviewed, such interview may be recorded at the request of either party. No recording of interviews or interrogations shall be without the knowledge of the other party.

It is understood and agreed that all Department employees have the responsibility to report actual or perceived violations of rules or standards of conduct by another employee of this or any other agency. It is equally understood that the failure to report violations is itself a violation. Nothing herein shall be construed as restricting employees of the bargaining unit from reporting violations of departmental rules or policy committed by other employees included in the bargaining unit.

If any of the procedures in this Article are violated, such violations shall be subject to the Grievance Procedure.

Section 13.3 Anonymous Complaints. An anonymous complaint shall not be, in and of itself, the basis for any action against an employee. The Police Department may,

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however, investigate the complaint and, if corroborated, it may become the accusing party and pursue discipline under the terms of this Agreement.

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Excluding matters involving criminal investigations, any employee who is charged with violating the Department rules and regulations will be provided access to transcripts, records, written statements, and tapes pertinent to the case. Upon written request of the employee, this information shall be provided within a reasonable time. All members of the Police Department shall be obligated to cooperate in the investigation conducted by the Employer. Either party has the right to take notes during an interview. If a transcript or tape recording is made by the Employer, the employee will be provided a copy of such recording or transcript upon written request to the Employer, and agreement to pay half the costs.

The Employer shall initiate within fourteen (14) days of the filing of the complaint, an investigation regarding any complaints of violation of rules and regulations or of improper conduct not subject to any criminal charge.

Section 13.4 Right to Representation. The bargaining unit employee has the right to be represented by a union representative at any stage of a non-criminal investigation.

ARTICLE 14 ADMINISTRATIVE LEAVE

Section 14.1 Upon commencing a formal investigation of an employee, the employee may be placed on paid administrative leave in order to effectively conduct an internal investigation of the employee. Such leave shall continue until such time as the employee is notified by the employer that he is to return to work or until disciplinary action is taken as prescribed herein at the discretion of the Employer.

Section 14.2 Notwithstanding the above, any employee indicted for a violation of law, may be placed on an unpaid leave of absence pending the outcome of the indictment and prosecution. If the employee is subsequently cleared of all charges, the employee shall be compensated for any loss in regular compensation or benefits due to being placed on unpaid leave.

ARTICLE 15 WORK RULES AND INFORMATION ORDERS

Section 15.1 The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, policies, and regulations

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consistent with the Employer's authority to regulate the personal conduct of employees, and the conduct of the Employer's services and programs.

Section 15.2 The Employer agrees that no existing work rules, policies, or regulations nor those to be established in the future shall violate any expressed terms of this Agreement or Ohio Revised Code Section 4117. The Employer further agrees that work rules, policies, and regulations shall be interpreted and applied uniformly under similar circumstances within the group or groups of employees to whom such rules, policies, or regulations are directed.

Section 15.3 Employees or the Union shall have the right to grieve work rules, policies, or regulations which violate the expressed terms of this Agreement.

Section 15.4 Prior to implementing new or changed work rules, policies, procedures, job descriptions, standard operating procedures, regulations, or other changes that materially affect the wages, hours, terms, or conditions of employment of bargaining unit employees, such changes, as described above, shall be reduced to writing and posted on the department bulletin board by the Employer for a period of five (5) working days. If the Union requests to bargain over such a change within that posting period, the Employer and the Union will negotiate in good faith. If the Union does not request to bargain, or if the Employer and the Union bargain to impasse, the Employer may implement any proposed change that does not materially affect the wages or hours of bargaining unit employees, but the Union may exercise its negotiating rights regarding such matter in the normal course of bargaining as provided in Article 42, Duration and Execution, for any applicable succeeding Agreement.

Notwithstanding the preceding paragraph, if the change is not a mandatory topic of bargaining under R.C. Chapter 4117 or in any case if the change is necessary due to exigent circumstances or a state or federal directive or regulations, the Employer is not required to comply with the five (5) day posting period or to bargain over the implementation of the change; however, the Employer may elect to do so, if time permits, without waiving the Employer's rights. The Employer will also give a copy of all work rules to each employee who shall sign an acknowledgment upon receipt. Such posting shall constitute notification to all employees and the Union. A copy of any new or amended work rule, policy, or regulation will be provided to the local union representative.

ARTICLE 16
PERSONNEL FILES

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Section 16.1 There shall be one official personnel file kept by the Employer for each Employee. Each Employee may inspect his personnel file maintained by the Employer at a mutually agreeable time during the regular scheduled working hours of the Village Fiscal Officer. An employee shall be entitled to have a union representative of his choice accompany him during each review.

Section 16.2 If the Employee believes that any document, statement, or notation in his personnel file is inaccurate or unfavorable to him, he shall be given the right to place a statement of rebuttal or explanation within ten (10) days after notice to the Employer. Such statement shall not contain any defamatory or scurrilous attacks upon any employee, supervisor, or the Employer. No anonymous or unsubstantiated material of any type shall be included in the employee's personnel file.

Section 16.3 Records of discipline shall cease to have force and effect as follows, provided that no intervening discipline has occurred:

- | | |
|---|------------------------------------|
| A. Verbal Warning
(record of instruction and cautioning) | 1 year from date of issuance |
| B. Written Reprimand | 18 month from date of issuance |
| C. Suspension Without Pay
(5 days or less) | 6 years from the date of issuance |
| D. Suspension Without Pay
(more than 5 days) | 10 years from the date of issuance |
| E. Reduction In Classification | 15 years from the date of issuance |
| F. Discharge From Employment | Permanent |

Section 16.4 Employees will not be required to sign any documents relating to personnel matters except to acknowledge receipt of that document. He shall, upon request, be given a copy of any such document.

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ARTICLE 17
DISCIPLINE

Section 17.1 The tenure of every non-probationary bargaining unit employee of the Employer shall be during good behavior and efficient service. No non-probationary employee shall be reduced in pay or position, suspended, disciplined, or removed except for just cause. The Employer may take this type of action for infractions by the employee while the employee is on duty, working under the colors of the Employer, or off-duty representing himself as an employee of the Ada Police Department or for violations of law. The employee may not be disciplined for actions on his own personal time that do not reflect directly on the Ada Police Department or the Employer, or do not violate any state or federal statutory provisions. Forms of disciplinary action may include any of the following:

- A. Verbal warning (record of instruction and cautioning)
- B. Written reprimand
- C. Suspension without pay
- D. Reduction in classification
- E. Discharge from employment

Any employee convicted of a felony, or a misdemeanor involving deceit or dishonesty, shall be deemed to have committed an offense which constitutes just cause for dismissal from employment with the Village. Furthermore, the Employer shall be deemed to have just cause for discipline if any employee commits an act which is contrary to the ordinary standards of honesty, good morals, justice, or ethics within the Ada community.

Section 17.2. Except in instances where an employee is charged with a serious offense, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct. The form of disciplinary action implemented and the severity of the disciplinary action implemented shall be based on the specific circumstances of each infraction.

Section 17.3. Anytime the Employer or any of his authorized representatives has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

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Section 17.4. Whenever the Employer or his designee determines that an employee may be disciplined for cause (including only suspensions, reductions or terminations), a pre-disciplinary meeting will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct.

Section 17.5. Pre-disciplinary meetings will be conducted by the Employer or the Employer's designee.

Section 17.6 Not less than three (3) working days prior to the scheduled starting time of the pre-disciplinary meeting, the Employer will provide to the employee a written outline of the charges which may be the basis for the disciplinary action. The employee must choose to: (1) appear at the meeting to present an oral or written statement in his defense, (2) appear at the meeting and have a Union representative present an oral or written statement in defense of the employee, or (3) elect in writing to waive the opportunity to have a pre-disciplinary meeting. If the employee fails to appear at the scheduled pre-disciplinary meeting it will be assumed that he has elected to waive his right to such meeting, unless such non-appearance is reasonably caused by circumstances beyond the employee's control.

Section 17.7 At the pre-disciplinary meeting, the person conducting the meeting will ask the employee or his representative to respond to the allegations of misconduct in the written outline of charges. Failure to respond or respond truthfully may result in further disciplinary action.

Section 17.8 At the pre-disciplinary meeting the employee or his representative may present any testimony, witnesses, or documents which explain whether or not the alleged conduct occurred. The employee or his representative shall provide a list of witnesses to the person conducting the meeting as far in advance as possible, but not later than four (4) hours prior to the pre-disciplinary meeting. It is the responsibility of the employee or his representative to notify witnesses that their attendance is desired.

Section 17.9 If the person conducting the pre-disciplinary meeting is someone other than the Chief or designee, he shall complete his report within fifteen (15) calendar days following the conclusion of the meeting. If additional time is needed to complete the report, the person conducting the pre-disciplinary meeting shall advise the parties of the estimated completion date of his report. The report shall conclude as to whether or not the alleged conduct occurred. The Employer will determine what discipline, if any, is appropriate. If the Employer determines that disciplinary action is appropriate, the employee and the FOP will be advised of the nature and scheduling of such disciplinary action within ten (10) calendar days of the Employer's receipt of the report. A copy of the report will be provided to the employee within five (5) calendar days of its receipt by the Employer.

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ARTICLE 18
PROBATIONARY PERIOD

Section 18.1 Original Probationary Period. Every newly appointed employee shall be required to successfully complete a probationary period. The probationary period for new employees following the execution of this Agreement shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) year. A newly hired probationary employee who is terminated by the Mayor or whose recommendation from the Mayor for final appointment (i.e. continued employment) is not confirmed by a majority vote of Village Council during the employee's probationary period, shall be immediately removed and shall have no right to appeal such removal. A probationary employee shall not be eligible for any benefits except for medical insurance and overtime during the first year of employment. The Employer may grant, upon recommendation of the Chief, use of accumulated sick leave in accordance with the sick leave article herein for a probationary employee.

Section 18.2 Promotional Probationary Period. An employee who is promoted and does not successfully complete the applicable probationary period shall be allowed to return to his previous position. The promotional probationary period shall begin on the first day the employee receives compensation for the newly obtained position and shall continue for a period of six (6) months. The Employer may remove the employee from the promoted position anytime during the probationary period. Any promoted employee not confirmed for final appointment (i.e., continued employment) by a majority vote of Village Council during his probationary period, shall be immediately returned to his previous position.

ARTICLE 19
SENIORITY

Section 19.1. "Seniority" shall be computed on the basis of uninterrupted length of continuous full-time service with the employer in its police department. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, the employee loses all previously accumulated seniority.

Section 19.2. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 19.3. Employees laid-off shall retain their seniority for a period of one calendar year from the date of lay-off.

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Section 19.4. Bargaining unit employees may request use of vacation leave by seniority preference subject to the approval of the Chief. Approval shall not be unreasonably denied. For purposes of vacation leave requests, seniority shall be defined as continuous length of service within the department regardless of rank.

ARTICLE 20 **LAYOFF AND RECALL**

Section 20.1 Layoff Notification. When the Employer determines that a long-term layoff lasting more than twenty-eight (28) days or a job abolishment is necessary for lack of work, lack of funds or reorganization, it shall notify each affected employee as soon as is practicable, but in any case no less than thirty (30) calendar days in advance of the effective date of the layoff or job abolishment. Employees will be notified in advance of any short-term layoffs as soon as practical. The parties agree to meet at the request of either party to discuss layoffs and alternatives to the planned layoffs.

Section 20.2 Layoff. The Employer shall determine in which classifications layoffs will occur and layoffs of bargaining unit employees will be by classification. Employees shall be laid off within each classification in the inverse order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off.

Section 20.3 Recall Notification. The Employer shall provide written notice of recall from a long-term layoff to the affected employees at the employee's last known address. It shall be the responsibility of each employee to keep the Chief of Police informed of his current residence or mailing address. Employees placed on a short-term layoff shall be notified of their recall date at the time of the layoff. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Laid off employees shall notify the Employer of any temporary absence from their regular address. The Employer agrees that an employee's recall rights shall continue until said employee is contacted or until fourteen (14) days have lapsed.

Section 20.4 Time Limits for Recall. In the case of a long-term layoff, the laid off employee shall have fourteen (14) calendar days after mailing or dispatching of said notification in which to exercise his rights to recall. In the event the employee fails to exercise his recall rights during this fourteen (14) day period, the employee shall be removed from the recall list and the next employee in line on the recall list shall be notified in accordance with the above paragraph and be given his right to recall. In the case of a short-term layoff, the employee shall return to work on the date specified in the original layoff notice.

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The employee on a long-term layoff who has been properly notified by the Chief of Police must report to work within seven (7) days from the date of receipt of the notification or from the expiration of the fourteen (14) day period, or at the discretion of the Chief. Employees who fail to report for work as specified above shall forfeit their recall rights and the next employee in line on the recall list shall be notified. Laid off employees shall have recall rights for one (1) calendar year from the effective date of layoff.

Section 20.5 Probationary Period. Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at the time of lay-off shall be required to repeat such probationary period.

ARTICLE 21 **HOLIDAYS**

Section 21.1 List of Holidays. Holidays shall be as follows:

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Fourth Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11th
Thanksgiving	Fourth Thursday in November
Christmas	December 25th

Section 21.2 Holidays Occurring on Scheduled Vacations. Holidays which occur during an employee's scheduled vacation shall be paid as a holiday and shall not be counted as vacation leave for the day observed.

Section 21.3 Sergeants shall be paid on a salary basis and therefore shall not be entitled to payment for holidays as provided in the previous sections. However, if the holiday falls on a Sergeant's scheduled day off, the Sergeant shall either be granted a "floating holiday" to be scheduled later in the calendar year or at his discretion may bank or accumulate up to three (3) holidays per year and be paid for them at the end of each calendar year.

ARTICLE 22
VACATION

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Section 22.1 Vacation Accrual. Each full-time non-probationary employee shall be eligible to receive paid vacation upon completion of an initial twelve (12) months of employment. Sergeants shall be credited on their first anniversary with 3.33 hours of vacation for each month of service completed during the previous calendar year.

Each successive January 1st of each year, Sergeants will be credited additional paid vacation according to the following chart.

YEARS OF SERVICE	AMOUNT OF VACATION
-------------------------	---------------------------

2nd year through the 5 th year	80 hours
6 th year	88 hours
7 th year	96 hours
8 th year	104 hours
9 th year	112 hours
10 th year	120 hours
11 th year	128 hours
12 th year	136 hours
13 th year	144 hours
14 th year	152 hours
15 th year through 19 th year	160 hours
20 th year	200 hours

Section 22.2 Accumulation of Vacation Leave. Vacations shall be taken at times approved by the Chief of Police. If vacation time is not taken within a calendar year then unused vacation, not to exceed five (5) working days, may be carried over to the next calendar year. Extra days beyond this amount may be carried over to the next calendar year only with prior approval of Council in situations where vacation could not be taken due to the work load and the inability of the Chief of Police to schedule the employee's vacation. However, not more than twenty (20) consecutive working days may be taken at any one time.

Section 22.3 Payment Upon Separation. Any employee with more than one (1) year of service who voluntarily terminates employment in good standing shall be paid for any earned but unused vacation leave. Any employee who is terminated or who resigns employment not in good standing shall forfeit all vacation previously credited but unused.

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Section 22.4 Requesting Vacation Leave. Requests for vacation leave shall be submitted to the Chief of Police on or before April 1 of each calendar year. Approvals for using vacation leave shall be based on seniority. Requests for vacation leave submitted after April 1 shall be on a first request basis.

Section 22.5 Denial of Vacation Leave. The Employer shall have the right to deny vacation requests if work load requirements so mandate.

ARTICLE 23 **SICK LEAVE**

Section 23.1 Use of Sick Leave. Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee affecting his ability to work; 2) exposure of the employee to a contagious disease communicable to other employees; 3) serious illness, injury or death in the employee's immediate family; or 4) pregnancy related condition which makes the employee unable to work.

Section 23.2 Sick Leave Accumulation. All employees shall earn sick leave at the rate of four and six tenths (4.6) hours for every eighty (80) hours worked and may accumulate such sick leave to an unlimited amount.

Section 23.3 Notification. An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least two (2) hours before the start of his work shift each day he is to be absent. However, if prior to such time, the employee has provided sufficient proof to the Employer that he will be absent for a certain period longer than one (1) day, the employee shall be relieved from notifying the Employer each day during that period.

Section 23.4 Approval of Sick Leave. The sick leave must be documented on a sick leave request form within forty-eight (48) hours after the employee returns to work but in no case later than the end of the pay period during which the employee is requesting to use sick leave. Sick leave is subject to approval by the Chief or his designee. Signature of the Chief or his designee must be on the form. Sick leave may be used in increments of not less than 1/10th of one (1) hour.

Section 23.5 Proof of Sick Leave. Before an absence may be charged against accumulated sick leave, the employee must furnish a satisfactory written, signed statement to the Chief justifying the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician must be submitted along with the employee's signed statement. In the event an employee is absent for more

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than two (2) consecutive workdays, the employee must supply a physician's report to be eligible for paid sick leave.

Section 23.6 Denial of Sick Leave Use. If the employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon submission of such proof or upon the report of a medical examination, the Chief, at his sole discretion, finds there is not satisfactory evidence of illness, injury, or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay. An officer determined to be on unauthorized leave shall be subject to disciplinary action.

Section 23.7 Abuse of Sick Leave. Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

Section 23.8 Medical Examinations. The Employer may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer. The purpose of such exam shall be to establish whether the employee is disabled from the performance of his duties and whether his return to duty would jeopardize the health and safety of such employee, other employees, or the public.

The Employer may also require an employee to undergo a physical, mental, or psychological examination whenever there is a question of the employee's ability to perform the essential functions of the employee's position, or transitional work duties, in an appropriate, safe, and effective manner. The medical practitioner selected to conduct such examination shall be determined by and paid by the Employer. The employee may also submit a statement from his own physician if the employee disputes the determination of the medical practitioner selected by the Employer. The employee shall pay any costs associated with obtaining this statement.

If the above physicians disagree regarding the employee's ability to perform the essential functions of the employee's position or transitional work assignment, these two (2) physicians shall select a third physician to examine the employee. The cost of the third physician shall be shared equally by the Employer and the employee and his or her determination shall be final.

Section 23.9 Immediate Family. The use of sick leave due to illness or injury in the immediate family, shall be when the employee's presence is reasonably necessary for the health and welfare of the affected family member. "Immediate family" shall be defined to include the employee's spouse, children, father, mother, father-in-law, mother-in-law, brother, sister, or any other relative living within the employee's household.

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Section 23.10 Sick Leave Conversion Upon Retirement. Upon retirement under the appropriate state pension fund, employees may convert one-fourth (1/4) of their accumulated sick leave to a maximum payment of 400 hours (one-fourth [1/4] of 1600 hours) at the employee's rate of pay at the time of retirement. Upon conversion of sick leave, all hours of accumulated sick leave will be deemed eliminated. No employee may have more than one (1) conversion from the Village.

Section 23.11 Application for Conversions. The application for the sick leave conversion payment must be made in writing, signed by the employee prior to his or her last day of active employment with the Village. The conversion will be distributed to the employee in one lump sum payment with the employee's final paycheck. Payment shall be based on the employee's hourly rate of pay at the time of retirement.

ARTICLE 24 **LEAVES OF ABSENCE**

Section 24.1 Personal Leave. The Employer may grant a leave of absence without pay to any employee upon his request for a maximum duration of six (6) months for any personal reasons of the employee.

The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted. The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, employees will advise the Employer sixty (60) days prior to commencement of the desired leave so that the various agency functions may proceed properly.

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

Section 24.2 Military Leave. The employer agrees to abide by the requirements of Ohio Revised Code § 5923 *et seq.* and any and all other state and federal laws concerning military leave for bargaining unit employees.

Section 24.3 Maternity Leave. Any employee of the bargaining unit who is unable to perform the essential functions of her position because of the danger to her health or the health of her unborn child during any stage of her pregnancy may be granted sick leave in accordance with Article 23, herein. The employee will submit a physician's statement regarding the anticipated delivery date and the employee's incapacity.

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In compliance with the sick leave provisions of this Agreement, any employee requesting sick leave, vacation leave, or leave of absence for maternity purposes will submit to such medical examination which the Employer deems necessary. The cost of such examination shall be paid by the Employer.

ARTICLE 25 **FUNERAL LEAVE**

Section 25.1 Full-time bargaining unit employees shall be eligible to receive paid funeral leave for up to three (3) consecutive days whenever a death occurs in the employee's immediate family as follows: spouse, children, mother, father, brother, sister, grandmother, grandfather, grandchildren, and parents of spouse; and one (1) day for sister-in-law, brother-in-law, son-in-law, daughter-in-law or grandparent-in-law.

Section 25.2 Vacation time or personal days may be utilized for leave in case of deaths of persons other than those listed in Section 25.1 or to supplement allowed days upon approval of the Chief of Police.

Section 25.3 Funeral leave may be used to arrange for the funeral services, to travel to the location of the funeral, and/or to attend the funeral service. Funeral leave shall not be granted for any days not contiguous to the date of the funeral.

ARTICLE 26 **PAID PERSONAL LEAVE**

Section 26.1 Full-time bargaining unit employees shall be eligible to receive paid personal leave each year after completion of one (1) year of service with the Village of Ada. On the employee's first anniversary date, the employee shall be credited with two (2) hours of paid personal leave for each month of service completed during the previous calendar year. Each January 1 thereafter that the employee is actively employed, the employee shall be credited with twenty-four (24) hours of paid personal leave.

Section 26.2 Employees shall submit their requests for personal leave in advance to the Chief of Police. The Chief in his sole discretion, shall deny personal leave requests if work load requirements so mandate.

Section 26.3 Unused personal leave days may not be carried over to the next calendar year except with approval of the Ada Village Council.

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ARTICLE 27
WORK PERIODS/OVERTIME

Section 27.1 Purpose. This article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency, improving services, or from establishing the work schedules of employees. This article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 27.2 Work Period. The work period is any established and regularly recurring period of work, as determined by the Chief of Police.

Section 27.3 Overtime. Sergeants shall be paid on a salary basis which shall be considered their base compensation for all hours necessary to fulfill the responsibilities of their position. However, sergeants shall be paid one-half (½) of their base hourly rate for all hours worked in excess of 171 hours in a twenty-eight (28) day work period. Sergeants' base hourly rate shall be computed by dividing the sergeant's salary for said twenty-eight (28) day work period by the hours actually worked by the employee during such period.

It is understood that in the event an hourly employee's regularly posted work schedule results in the employee's regular hours being imbalanced from one (1) week to the next (that is, 32 hours one week and 48 hours the next), the employee shall not be eligible for overtime unless the employee actually works more than eighty (80) hours during the two (2) week pay period.

For purposes of this Article, hours actually worked shall not include time spent on vacation leave, personal days, comp time, sick leave, or other paid or unpaid leave. Overtime, in order to be compensated under this Article, must have prior approval of the Chief or his designee.

The Union and the Employer mutually agree that overtime under the terms of this Agreement shall be paid in accordance with the terms of this Agreement, however, any overtime due in accordance with the Fair Labor Standards Act (FLSA) shall be paid per the provisions of the FLSA, including the applicability of Section 207(k) and 29 CFR Part 553.

Section 27.4 Pyramiding. There shall be no pyramiding of pay for the same hours worked.

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Section 27.5 Overtime Opportunities. This article does not prohibit the use of part-time employees or auxiliary officers to cover shifts in the Police Department.

ARTICLE 28
WAGES

Section 28.1 Effective January 1 of 2015, January 1, 2016 and January 1, 2017 non-probationary sergeants shall receive a per year wage increase as reflected in the table below.

Date of Hire	2014 Salary	2015 Salary	2016 Salary	2017 Salary
10/17/2000	\$ 42,386.51	43,586.51	44,786.51	45,986.51
11/17/2001	\$ 39,909.16	41,934.94	43,960.72	45,986.51

Section 28.2 Village Council shall set the starting rate for probationary employees who shall not be eligible for increases until after completion of one year of service. After completion of the first year of service, the employee shall receive a twelve hundred dollar (\$1200.00) increase the following January 1st and thereafter on January 1st of each year remaining in this Agreement. The probationary rate shall be at least \$.10 per hour below the lowest rate paid to any non-probationary employee within the same respective bargaining unit.

Section 28.3 Longevity. A full-time bargaining unit employee who is employed continuously by the Village of Ada shall receive \$200.00 after five years of service. Such amount shall be increased \$20.00 for each year of continued service thereafter (i.e., 6 years = \$220.00; 7 years = 240.00).

In the event an employee terminates employment prior to the anniversary date, longevity pay will be prorated based upon the number of months actually worked. Longevity pay will be included in the regular payroll check disbursed on the employee's anniversary date or the normal payroll preceding said anniversary date.

ARTICLE 29
HEALTH AND LIFE INSURANCE

Section 29.1 Medical Insurance. The employer shall offer group medical insurance coverage to each full-time bargaining unit employee. It is agreed and understood that the schedule of benefits shall be as set forth in the health plan offered by the Village,

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including all conditions and payments specified or required by individual carriers/providers of the health insurance plan.

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

Section 29.2 Premiums. Employees shall contribute to the premium for the health insurance plan through payroll deduction. Bargaining unit employees' premium contribution for health insurance shall be the same as established or hereafter modified by Village Council for non-bargaining unit employees.

Employees who do not have sufficient compensation in any given pay period to cover their premium contribution shall be discontinued from coverage unless the employee makes a direct payment to the employer for the employee's share of the health insurance premium.

Employees on an approved unpaid leave of absence may continue their insurance coverage during the unpaid leave of absence for up to six (6) months by making direct payments to the employer for each monthly insurance premium. Such payments must be made by the 15th of the month prior to the month for which coverage is desired.

Section 29.3 Modifications to Insurance Coverage. The Union agrees that the employer may change the content of the insurance plan and/or the insurance carrier, which measures may be used to maintain or lessen premium costs, after discussions with the Union.

The Union further agrees to meet and discuss alternatives to contain costs, including, but not limited to, alternate insurance coverage and/or alternate means of providing coverage. The Village may periodically change the plan coverage, including deductibles, co-payments, etc., but will do so after discussions with the Union. Reasonable adjustments of deductibles, co-pays, etc., shall not be considered as a reduction of benefits.

Section 29.4 Life Insurance. The Employer agrees to provide, at its expense, group term life insurance for each full-time employee. The amount of life insurance coverage shall be in accordance with the Village's group term life insurance plan and shall be equal to the terms and coverage provided to the non-bargaining unit employees.

Section 29.5 Waiver of Medical Benefits. Any employee that waived Village group medical coverage shall be eligible for a medical allowance not to exceed \$3,000.00 per

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employee per year. The employee shall submit paid bills for dental, optical, co-pay deductibles for all insurance plans of the employee, his spouse and minor dependent children, payroll deductions for medical coverage or prescription costs not covered by insurance, etc. Any costs paid or to be paid by any insurance company either directly to the employee or any member of the employee's family covered under these insurance plans or directly to the provider of service shall not be submitted for reimbursement from this allowance. The employee may submit paid bills to the Village Fiscal Officer quarterly, specifically by April 1st, June 1st, September 1st and December 1st, for reimbursement within thirty (30) days from said dates. All bills must be submitted to the Village Fiscal Officer or her assistant on or before December 1 of each year. Any remainder of the allowance shall not be carried over to the next calendar year.

ARTICLE 30
PROFESSIONAL LIABILITY COVERAGE

Section 30.1 The parties understand that employees, as agents of the Employer, are protected by the provisions of Revised Code Chapter 2744. The Village is obligated under Revised Code Chapter 2744 to defend employees acting within the scope of their employment against lawsuits and actions brought against employees by third parties. The parties recognize that the Employer is not required by this Agreement to provide employees with professional, liability insurance coverage beyond the scope of their employment. Currently the Village provides professional liability coverage for its employees for actions done within the course of their employment. In the event the Village becomes self-insured for professional liability, the Village shall advise the Union and employees of the new plan and the extent of its coverage.

ARTICLE 31
UNIFORM/EQUIPMENT ALLOWANCE

Section 31.1 Uniform/Equipment Allowance. Each Sergeant shall be required to purchase and wear prescribed uniforms and will be given the following allowances:

Initial employment — The Employer will purchase and provide uniform apparel for the employee as determined by the Chief of Police

After one (1) year of service — The Employer shall provide a prorated uniform/equipment allowance based on the number of months remaining in the current allowance year (e.g., six [6] months = one-half

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[½] of annual allowance). The allowance year shall run from December 1 until the following December 1.
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Each December 1, thereafter — \$475.00 per year

Section 31.2 All purchases of uniforms and equipment shall be with the prior approval of the Chief of Police. In order to claim reimbursement for uniform or equipment purchases, the Sergeant must submit receipts to the Village Fiscal Officer by December 1 of each year. Unused uniform/equipment allowance shall not be carried over to the next allowance year. Sergeants shall be allowed to use their uniform/equipment allowance for the purpose of dry cleaning their uniforms one (1) time each allowance year, said amount not to exceed \$25.00.

Section 31.3 In the event the Chief of Police changes the uniforms currently prescribed by the Employer, the new uniform item will be purchased by the Employer and shall be outside the yearly uniform allowance for each sworn officer.

Section 31.4 All uniforms and equipment issued or paid by the Employer are and shall remain the property of the Employer. Upon termination of employment, the bargaining unit employee shall return all uniforms and equipment to the Employer in the conditions as when issued, allowing for reasonable wear and tear, prior to the issuance of any final compensation to the employee.

Section 31.5 The following items, in the quantity and type as approved by the Chief of Police, may be purchased with the uniform/equipment allowance:

- | | |
|-------------------------|------------------------------------|
| Boots/shoes | gloves |
| flashlight | neckties |
| duty belt | pants |
| off-duty weapon holster | shirts |
| asp | t-shirts |
| handcuffs | socks |
| 1 utility knife | brass insignias |
| coats | other necessary items or equipment |

ARTICLE 32
TRAINING AND EDUCATION

Section 32.1 When the Employer or his designee requires any bargaining unit employee to attend any school, class, training session, etc., the employee shall have all hours spent

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at such training opportunity that occur during his normal work hours schedule included in his hours worked during the work period in which the training session occurs.

Section 32.2 When the Employer requires that a bargaining unit employee travel to any training opportunity during his normal work shift, the employee shall have all travel hours included in his hours worked during the work period in which such travel occurs.

Section 32.3 The expenses for tuition, registration, fees, etc. of any training opportunity required or approved by the Employer shall be paid by the Employer.

ARTICLE 33 **REIMBURSEMENT OF EXPENSES**

Section 33.1 If the Employer requires any bargaining unit employee to expend personal funds in connection with the performance of his assigned duties or any required training opportunities, such funds shall be reimbursed by the Employer.

Section 33.2 The maximum allowable reimbursement for meals shall be twenty-eight dollars (\$28.00) per day. No alcoholic beverages shall be reimbursed.

Section 33.3 Overnight lodging reservations when required by the Employer shall be made by the Employer at a motel or hotel providing reasonable lodging facilities.

Section 33.4 When the Employer requires that a bargaining unit employee use his own vehicle for travel required by the Employer, the employee shall be compensated at the standard per mile rate allowed by the Internal Revenue Service. All parking expenses shall also be reimbursed.

Section 33.5 Before an employee can be reimbursed for any expenses provided for in this article, he must provide receipts of all expenditures to the Chief of Police.

ARTICLE 34 **HEALTH AND SAFETY**

Section 34.1 It is agreed that the health and safety of the work force is a prime concern and responsibility of both parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, equipment and working methods for its employees. The employees accept the responsibility to follow all safety rules and safe working methods of the Employer.

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Section 34.2 All alleged unsafe working conditions or health hazards must be reported to the immediate supervisor as soon as such alleged conditions or hazards are known. The immediate supervisor shall investigate the condition as promptly as warranted and determine whether such condition does in fact present a significant threat to the safety or health of the employee(s) involved and, if necessary, initiate appropriate corrective action.

ARTICLE 35 **INJURY LEAVE**

Section 35.1 In the event of a service-connected injury incurred in the active discharge of duty, the Employer may grant the employee a paid injury leave for a period not to exceed six (6) calendar weeks from the date of the injury. The authorization of a paid injury leave is a matter of administrative discretion by the Employer.

Section 35.2 Upon approval of the injury claim by Workers' Compensation, the employee shall pay to the Employer all income benefits paid by Workers' Compensation for the period during which the employee received full pay. In the event the Worker's Compensation claim is denied by the Bureau, the employee shall revert to sick leave status and shall be charged with sick leave for all time paid by the Employer during the injury leave.

Section 35.3 An employee requesting a paid injury leave under this Article, shall authorize the release to the Employer, if requested, of all medical information pertinent to the occupational injury that is maintained by the employee's treating physician(s) and treatment facilities. The employee, if requested by the Employer, shall be examined by a licensed physician selected and paid for by the Employer.

Section 35.4 In lieu of granting a paid injury leave to the employee, the Employer may assign the employee to other departmental duties, if available, or may require the employee to participate in an approved "transitional work" program as approved by and within the limitations set by a licensed physician.

ARTICLE 36 **SEPARATION FROM EMPLOYMENT**

Section 36.1 Upon separation from employment for any reason, all unpaid wages shall be paid to the employee at the rate of pay that was in effect on the date when such wages were earned.

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Section 36.2 If the reason for the separation is due to the death of the employee, the payment of wages as provided in this article shall be paid in accordance with applicable state law.

Section 36.3 Upon separation from employment for any reason, all monies owed to the Employer by the employee must be paid to the Employer and all Village-owned equipment must be returned to the Employer prior to the issuance of any separation pay provided for in this article. At the option of the Employer, all monies owed and/or the cost of any equipment not returned, may be deducted from the employee's final paycheck, separation pay, and/or sick leave conversion pay, if applicable.

Section 36.4 Upon retirement from employment or upon the death of a Sergeant with ten (10) or more years of service, said employee's badge shall be presented to the employee or his family. The badge will be mounted in an appropriate presentation case or plaque. A Sergeant with twenty (20) or more years of service to the Village shall also receive his service weapon upon retirement or, in the event of his death, his service weapon may be sold to the FOP bargaining unit for presentation to the family of the deceased employee.

The Village of Ada disclaims any liability for such service weapon after its sale to the bargaining unit employee or the FOP bargaining unit. Such sale shall be done according to all applicable laws, now in force or which may be in force at any time within the term of this contract.

The employee or family member who is presented the employee's service weapon may be required to provide the Village with a signed hold harmless agreement prior to the sale of the service weapon.

ARTICLE 37

REPAYMENT OF TRAINING, UNIFORM, AND EQUIPMENT COSTS

Section 37.1 The parties acknowledge and agree that the Employer incurs substantial expenses in training new employees and purchasing their uniforms and equipment. The parties further agree that the Employer should rightfully expect that such expenses will be recaptured by the Employer through the services provided to the community by the employee over an extended period of time.

Section 37.2 Since it is recognized that the Employer would suffer substantial detriment and irreparable damage if a new employee accepts employment with another employer or is otherwise severed from employment with the Village during the employee's first twenty-four (24) months of employment, the Union and the Employer agree all bargaining unit employees with less than two (2) years of service shall be bound by all

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the terms and conditions of the "Binding Contract for Reimbursement of Uniforms, Equipment, and Training Expenses" as set forth in Appendix A of this Agreement.

Section 37.3 The Binding Contract for Reimbursement of Uniforms, Equipment, and Training Expenses shall require any employee whose employment is severed during the employee's first twenty-four (24) months of employment with the Village of Ada to reimburse the Village in accordance with this section.

If employment is severed:

- A. During the first year of employment — the employee shall reimburse the Village for all costs incurred for uniforms, personal equipment, and any non-mandatory training.
- B. During the period following one (1) year of employment, but prior to the completion of one (1) year and four (4) months — 75% of the costs outlined in (A) above.
- C. During the period following completion of one (1) year and four (4) months, but prior to completion of one (1) year and eight (8) months — 50% of the costs outlined in (A) above.
- D. During the period following completion of one (1) year and eight (8) months of employment, but prior to completion of two (2) years — 25% of the costs outlined in (A) above.

Section 37.4 Following completion of two (2) full years of service, a newly hired employee shall not be responsible for repayment of the expenses outlined herein.

Section 37.5 In order to ensure compliance with this article and the terms of the contract set forth in Appendix A of this Agreement, each newly hired employee for whom the Village provides uniforms, shall have \$20.00 deducted from each biweekly paycheck and placed in an escrow account. In the event the employee separates employment with the Village during the employee's first twenty-four (24) months of employment, the total amount deducted and deposited in said escrow account on behalf of such employee shall be used to pay the employee's financial obligations as provided in this article. The Employer is further authorized to deduct any additional amount owed by the employee from the employee's final paychecks. All monies deducted and placed in said escrow account shall be paid to such employee following completion of twenty-four (24) months of employment with the Ada Police Department since the employee's most recent date of hire.

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ARTICLE 38
DRUG/ALCOHOL TESTING

Section 38.1 Drug/alcohol testing may be conducted on employees (post-incident, reasonable suspicion, or randomly using a valid method of selection).

Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
- B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use or trafficking;
- D. Information provided either by reliable and credible sources or independently corroborated;
- E. Evidence that an employee has tampered with a previous drug test; and
- F. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice. A bargaining unit employee may of the employee's own volition, even if not ordered to do so, undergo a drug and/or alcohol screening test if the employee is involved in an on-duty incident or accident involving bodily injury, extensive property damage, or death. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

The random test selection will be done by the testing laboratory, performed no more than four (4) times throughout the year and consist of a maximum of ten percent (10%) of the number of bargaining unit employees, rounded to the next higher whole number.

Section 38.2 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. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan

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test or its equivalent. 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 38.3 Alcohol testing shall be done in the same manner used to detect drivers operating a motor vehicle under the influence. Any positive blood alcohol result for an on-duty officer shall entitle the Employer to proceed with sanctions as set forth in this Article.

Section 38.4

- A. 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.
- B. The Employer may suspend the employee without loss of pay before the time the confirmatory test results are complete. If the screening test and confirmatory test are positive, the Employer may discipline the employee. The use of illicit substances, on or off duty, will ordinarily result in termination. The improper use of prescription drugs and/or alcohol may result in a lesser discipline, depending upon the relevant circumstances.

Section 38.5

- A. If a drug screening test is positive, the employee may, upon written request 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.
- B. In the event the retested split sample confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this Article.
- C. In the event that the retested split sample contradicts the result of the first test, the retested split sample result shall be considered the final result and the employee shall be given the benefit of the doubt and no sanctions shall be imposed.

Section 38.6 If the testing required above has produced a positive result, the Employer may take disciplinary action as deemed appropriate by the Employer and/or require the

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employee to participate in a rehabilitation or detoxification program. An employee who participates in a rehabilitation or detoxification program shall be allowed to use available sick time, compensatory time, vacation leave, and personal leave during 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 returning to the employee's position for a period of one (1) year from the date of the employee's 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 sixty (60) days.

Section 38.7 If the employee refuses to undergo rehabilitation or detoxification, fails to follow the prescribed treatment program, or if the employee tests positive during a retesting within one (1) year after return to work from such a program, the employee shall be subject to disciplinary action up to and including termination of his employment.

Section 38.8 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 or administered during the employee's first year of return to work following rehabilitation or detoxification, shall be at the employee's expense.

Section 38.9 All tests results and actions taken under or pursuant to this article shall be kept confidential in accordance with and subject to state and federal law.

ARTICLE 39

UTILITY CREDIT

Section 39.1 Each full-time bargaining unit employee, having Village water, sewer, and Ada contract refuse service, shall be entitled to the benefits described below after completion of the employee's first year of service:

- A. The employee must currently reside within the Village of Ada and at the location where the water and sewer credit is being given.
- B. The employee shall receive a monthly credit of \$25.00 towards the month's water and sewer bill.

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- C. If the monthly bill is less than the \$25.00 credit, the excess credit shall not be carried and applied to future monthly bills.
- D. Each bargaining unit employee having Ada contracted refuse service as of January 1 of each year shall receive full credit for this service on their water bill.

ARTICLE 40
WAIVER IN CASE OF EMERGENCY

Section 40.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Sheriff of Hardin County, the Village of Ada, or the federal or state legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended for up to seven (7) days by the Employer:

- A. Time limits for the processing of grievances; and,
- B. All work rules and/or agreements and practices relating to the assignment of employees within the Department.

Section 40.2 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 such grievances(s) had progressed prior to the emergency.

ARTICLE 41
SCOPE OF BARGAINING

Section 41.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining and that the entire understandings and Agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in this Agreement.

ARTICLE 42
DURATION AND EXECUTION

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Section 42.1 Duration. The provisions of this Agreement shall become effective on the date of its execution except as otherwise specifically provided, and shall remain in full force and effect through 11:59 P.M. on June 30, 2017, or until a successor agreement is completed.

Section 42.2 If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, and not later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent. All other provisions of O.R.C. 4117 shall apply unless otherwise mutually agreed upon.

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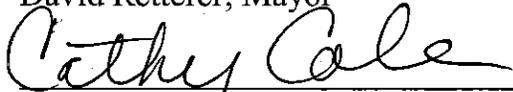
SIGNATURE PAGE

WHEREAS, this agreement is executed as of this 18th day of November, 2014 at Ada, Ohio.

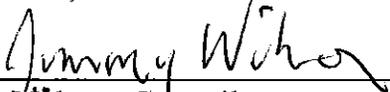
Village of Ada, Ohio:



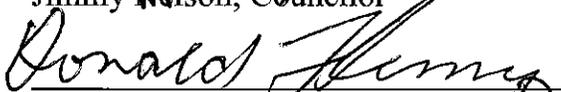
David Retterer, Mayor



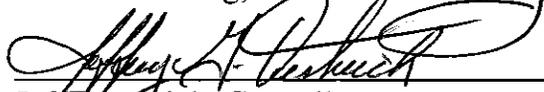
Cathy Cole, Councilor



Jimmy Wilson, Councilor



Donald Fleming, Councilor



Jeff Gestreich, Councilor



Beth Fenton, Councilor

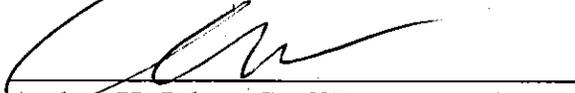


Bob Simmons, Councilor

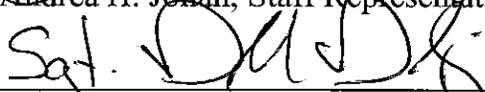


Michael Harnishfeger, Chief of Police

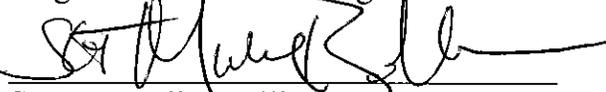
Fraternal Order of Police, Ohio Labor Council:



Andrea H. Johan, Staff Representative



Sergeant Donald Deckling



Sergeant Mike Bollinger

As to Form Only:



Jane A. Napier, Legal Counsel to the Village of Ada, Ohio

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APPENDIX A
**“BINDING CONTRACT FOR REIMBURSEMENT OF
UNIFORMS, EQUIPMENT AND TRAINING EXPENSES”**

WHEREAS, the Applicant identified below acknowledges that the Village of Ada will incur substantial expenses in the process of providing him or her uniforms, equipment and any non-mandatory training; and

WHEREAS, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through services by the Applicant with the Village of Ada; and

WHEREAS, it is recognized the Village will suffer substantial detriment and irreparable harm if the undersigned accepts employment elsewhere or is otherwise severed from employment with the Village during the twenty-four (24) month period following the Applicants date of hire.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

WITNESSETH:

1. Reimbursement Obligation. I, _____, hereinafter “the Applicant” in consideration of the agreement by the Village of Ada, hereinafter “the Village” to hire and provide me with uniforms, personal equipment, and training, do hereby agree that in the event my employment with the Village ceases due to any cause within twenty-four (24) months from my commencement of full-time service, I will reimburse the Village for expenses incurred in connection with providing me uniforms, personal equipment and/or non-mandatory training.
2. Credit for Continuous Employment.
 - A. If my employment ceases due to any cause during my first 12 months of employment by the Village I agree to pay for all costs incurred in connection with providing me uniforms, personal equipment and/or non-mandatory training.

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B. Credit for service rendered will be given against the reimbursement obligation following completion of the first year of employment as follows:

1. During the period following one (1) year of employment, but prior to the completion of one (1) year and four (4) months – 75% of the costs outlined in (A) above.
2. During the period following completion of one (1) year and four (4) months, but prior to completion of one (1) year and eight (8) months – 50% of the costs outlined in (A) above.
3. During the period following completion of one (1) year and eight (8) months of employment, but prior to completion of two (2) years – 25% of the costs outlined in (A) above.

C. Following completion of two (2) full years of service, a newly hired employee shall not be responsible for repayment of the expenses outlined herein.

3. Terms of Repayment. Complete payment of the reimbursement shall be due immediately upon cessation of employment. Upon approval of the Mayor, the obligation may be repaid in monthly installments.
4. The Applicant agrees that in the event of his/her failure to make any payment required pursuant to this Agreement in a timely manner, the total amount of the reimbursement obligation then remaining unpaid shall immediately become due and payable. The Applicant further agrees that in the event the Village incurs any legal fees, courts costs or attorney fees, or other costs of collection in an effort to collect any delinquent sums owing pursuant to this Agreement, the Applicant will pay all such expenses in addition to the portion of the reimbursement obligation then due.
5. I hereby authorize the Village to deduct from my pay \$20.00 each biweekly pay period, and to deposit such amount in an escrow account to assist in the payment of any financial obligations I may have under the terms of this contract and/or Article 39 of the FOP/OLC labor Agreement. I further authorize the deduction of monies from my final paycheck to assist in the payment of such financial obligations.

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6. I understand that I will be entitled to receive all monies deducted from my pay and deposited in said escrow account, following my completion of twenty-four (24) months of employment with the Ada Police Department since my most recent date of hire.

Dated this _____ day of _____, _____.

Witnesses:

Applicant:

Mayor, Village of Ada

Witness

STATE OF OHIO

:

ss

:

COUNTY OF HARDIN

:

On this day personally appeared before me _____, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, _____.

Notary Public