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AGREEMENT BETWEEN THE CITY OF BOWLING GREEN, OHIO

AND

THE BOWLING GREEN POLICE COMMAND OFFICERS' ASSOCIATION

AUGUST 18, 2014 TO AUGUST 17, 2017

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ARTICLE 1
PREAMBLE

This agreement is hereby entered into by and between the City of Bowling Green, Ohio, hereinafter referred to as the "Employer" or the "City" and the Bowling Green Police Command Officer's Association, hereinafter referred to as the "BGPCOA" or the "Union".

It is the purpose of this Agreement to achieve and maintain a satisfactory and stabilized employer/employee relationship, to promote improved work performance, to provide an opportunity for the Union and the Employer to negotiate on matters pertaining to wages, hours, or terms and other conditions of employment, and to provide for orderly, harmonious, and cooperative employee relations in the interest not only of the parties, but of the citizens of Bowling Green, Ohio.

ARTICLE 2
REPRESENTATION

Section 2.1 The Bowling Green Police Command Officer's Association shall be the sole and exclusive representative and bargaining agent with respect to matters pertaining to wages, hours, or terms and other conditions of employment. All agreements entered into and between the City and the employees covered by this agreement shall be through duly authorized representatives of the Union. Any other agreement shall be of no effect.

Section 2.2 No one shall be permitted to function as a Union representative until the Union has presented the City with written certification of that person's selection.

Section 2.3 The Union shall provide the City with an official roster of all local Union officers and authorized representatives which shall be kept current at all times and shall include:

1. Name
2. Address
3. Home telephone number
4. Union office held

Section 2.4 The union agrees that no official of the Union shall interfere with or disrupt the normal work duties of other employees.

ARTICLE 3
PLEDGE AGAINST DISCRIMINATION

Section 3.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining units without discrimination as to age, sex/gender, disability, marital status, race, color, creed, national origin, union affiliation, religious affiliation, sexual orientation, ancestry, veteran status, military status, gender expression, gender identity, family status, physical characteristics, HIV-status, genetic information, or political affiliation/ideology. The Union shall share equally with the City the responsibility for applying this provision of the Agreement.

Section 3.2 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 shall be construed to include singular, and words whether in the masculine, feminine, or neuter gender shall be construed to include all of the genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted as being discriminatory by reason of sex.

Section 3.3 Neither party shall interfere with, restrain, coerce, or otherwise discriminate against any employee in the bargaining unit for exercising his/her right to join or not to join the Union.

ARTICLE 4
DURATION OF AGREEMENT

Section 4.1 This Agreement shall be effective as of 12:01 a.m. on August 18, 2014, and shall remain in full force and effect until 11:59 p.m. August 17, 2017, provided, however, it shall be renewed automatically on its termination date for another year in the form in which it has been written unless one party gives written notice as provided herein.

Section 4.2 If either party desires to terminate, modify, or amend this Agreement, it shall give written notice no earlier than one hundred twenty (120) calendar days prior to the expiration date nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within fourteen (14) calendar days upon receiving notice of intent.

Section 4.3 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 the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union, and all prior agreements, either verbal or written, are hereby cancelled. Therefore, the Employer, the employees, and the Union for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, unless otherwise specifically provided herein, to bargain collectively or individually with respect to any subject matter even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 5
DUES DEDUCTIONS

Section 5.1 The City agrees to deduct regular Union dues, once each month on the second paycheck of each calendar month, from the pay of any employee who is a member in the Union, upon receiving written authorization, signed individually and voluntarily, by the employee. The signed payroll deduction form must be presented to the Finance Director by the Union. Upon receipt of the proper authorization, the City will deduct Union dues the next payroll period in which such dues are normally deducted following the pay period in which the authorization was received by the City.

Section 5.2 All payroll deduction authorization cards shall be honored by the City for the remainder of the calendar year in which they are submitted and shall be automatically renewed for an additional one-year period on January 1 of each year unless they are revoked in accordance with the following procedures:

No earlier than December 1 nor later than December 31 of any year, any employee desiring to revoke his authorization for payroll deduction of union dues shall submit a signed revocation request to the Finance Director and Union president. Payroll deduction of union dues shall cease the next pay period following the pay period in which the revocation request is received.

The above procedures for authorizing or revoking payroll deduction of union dues shall not be construed as requiring an employee to become a member of the Union or remain a member of the Union as a condition for securing or retaining employment.

Section 5.3 It is specifically agreed that the City assumes no obligation, financial or otherwise, arising out of the provisions of this section and the Union hereby agrees that it will indemnify and hold the City harmless from any claims, actions, or proceedings by any employee arising from deductions made by the City hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 5.4 The City shall be relieved from making such deductions upon the employee's (a) termination of employment, (b) layoff from work, (c) an agreed leave of absence, or (d) revocation of the authorization by the employee. Employees who either revoke their authorization or fail to join the Union shall be required to permit the City to deduct from their payroll checks that percentage proportion of the regular union dues paid by members of the Union which are devoted by the Union to legal expenses and collective bargaining expenses. Non-members shall not be required to contribute that percentage of the regular union dues spent by the Union on other activities. The Union, upon request, shall annually provide an accounting to each revoking member or non-member as aforesaid generally describing the percentage breakdown set forth herein. At the request of the revoking member or non-joining member, the Union shall present evidence of actual expenses during the preceding calendar thirty-six (36) months to verify the proportionate share of regular union dues to be paid by said non-member.

Section 5.5 The City shall not be obligated to make deductions of any kind from any employee who, during any deduction month involved, shall have failed to receive sufficient wages to equal the deduction.

Section 5.6 It is agreed that neither the Employees nor the Union shall have a claim against the City for errors in the processing of deductions unless a claim of error is made to the City, in writing within ten (10) calendar days after the date such error is claimed to have occurred. If it is found that an error occurred, it will be corrected at the next pay period that Union deductions are normally made by deducting the proper amount necessary to correct the error. Payroll collection of dues shall be authorized for the exclusive bargaining representative only and not for any other organization attempting or alleging to represent the employee within the bargaining unit.

Section 5.7 One (1) month's advance notice must be given to the Finance Director prior to making any changes in the individual's deduction. The City agrees to furnish the treasurer a warrant in the aggregate amount of the deductions authorized by Section 5.1 of this Article within five (5) calendar days of the date on which the payroll checks which contained the deductions were issued.

ARTICLE 6
MANAGEMENT RIGHTS

Section 6.1 The parties hereto agree that the City, on its own behalf and on behalf of its citizens, shall continue to exercise all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws, and Constitutions of the State of Ohio and the United States, the City Charter, and ordinances of the City of Bowling Green, and any lawful modifications made thereto, except as modified by the express terms of this Agreement.

Section 6.2 The parties hereto agree that the City shall be solely responsible to:

(1) Determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organization structures;

(2) Direct, supervise, evaluate, or hire employees;

(3) Maintain and improve the efficiency and effectiveness of governmental operations;

(4) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

(5) Suspend, discipline, demote, discharge for just cause, layoff, transfer, assign, schedule, promote, or retain employees except as herein specifically limited;

(6) To establish and administer the current classification system, except as herein specifically limited;

(7) Determine the adequacy of the work force;

(8) Determine the overall mission of the Employer as a unit of government;

(9) Effectively manage the work force;

(10) Take the actions to carry out the mission of the public Employer as a governmental unit.

ARTICLE 7
EMPLOYEE BILL OF RIGHTS

Section 7.1 Employees of the Police Division included within the scope of this Agreement shall be entitled to the following rights as they relate to non-criminal charges against an employee for violation of Police Division policies, rules, and regulations. An employee being investigated for possible criminal charges shall be afforded the same constitutional rights as are required to be provided to any other citizen.

EMPLOYEE RIGHTS

A. Any time that the Police Chief or his designee conducts a disciplinary hearing with an employee in which the disciplinary action anticipated is a suspension with pay, a suspension without pay, reduction, or discharge, the employee shall be advised of his rights to have a Union representative and/or other representative of his choosing present in accordance with the disciplinary procedures contained herein. In any disciplinary hearing, each party shall have the right to question the other party's witnesses.

1. Before an employee may be charged with any violation of division rules and regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer questions or participate in such investigation may be made the basis for such a charge.

2. Any interrogation, questioning, or interview shall be conducted at a reasonable hour, preferably while the person to be interrogated or interviewed is on duty. Such sessions shall be for reasonable periods of time and time shall be allowed for rest period(s) and for other physical necessities.

3. The employee shall be informed in writing of the specific nature of the investigation prior to any questioning.

4. There shall be no press release by the City, the Union, or the employee regarding the employee under investigation until such investigation is completed and the employee is either cleared or charged.

5. When an employee suspected of a violation of Division policies, rules, or regulations is being interrogated, such interrogation shall be recorded at the request of either party. The party requesting the recording shall be responsible for the cost unless both parties desire a copy, wherein the cost shall be equally shared. In addition, the party requesting the recording shall be responsible for providing the appropriate recording equipment.

6. An employee who has been charged with a violation of any division policy, rule, or regulation shall, upon request, be provided the opportunity to obtain copies, at current reproduction cost, of transcripts, recordings, written statements, and any other material relating to the charges as a condition of its use at a hearing or interrogation on such charge. Such request must be made not less than 24 hours prior to the scheduled hearing; however, the parties may waive the 24-hour provision in the event of extenuating circumstances.

7. In the course of an internal investigation, a polygraph examination will be administered only with the consent of the employee under investigation. When such polygraph examination is conducted with the consent of the employee under investigation, the result of such examination shall not be used by either party for any purpose in any subsequent court action.

B. When a confidential or anonymous complaint is made against an employee, following the initial investigation the employee shall be interviewed and apprised of the circumstances and specific facts relating to the complaint. In the event there is corroborative evidence, the employee shall be required to submit to interrogation and/or make a report or statement. All hearings and interrogations shall be continued for a period of at least 24 hours at the request of the charged employee. The employee shall be advised of this right prior to the commencement of any hearing or interrogation.

ARTICLE 8
SAFETY AND WELFARE

Section 8.1 The City shall make reasonable provisions for the safety, health, and welfare of Police Division employees. The Union agrees to work cooperatively in maintaining safety within the Police Division.

Section 8.2 The City will determine, furnish and maintain the necessary tools, facilities, vehicles, supplies, and equipment required for the employees to safely carry out their duties. Employees are responsible for reporting known unsafe conditions or practices, and for properly using and caring for tools, facilities, supplies, and equipment provided by the City.

ARTICLE 9
WORK RULES AND REGULATIONS

Section 9.1 The Union recognizes that the Employer or his designee(s), in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies, procedures, and directives consistent with statutory authority to regulate the personal conduct of employees and the conduct of the Employer's services and programs.

Section 9.2 Work rules, regulations, policies, procedures, and directives shall not violate any provision of this Agreement.

Section 9.3 Work rules, regulations, policies, procedures, and directives shall be interpreted and applied uniformly to all employees within the bargaining unit(s).

Section 9.4 The City has the right to mandate either an eight hour shift or a ten hour shift for employees covered by this collective bargaining agreement.

Section 9.5 The parties agree that they will not change the wages, hours, and conditions of employment during the term of this contract except as reserved to management as management rights and not in direct violation of this agreement. But for extenuating circumstances (officer's safety, public safety, or change of law), when changing policies or procedures, the City will provide the Union with all changes at least fifteen (15) work days prior to their taking effect. The Union must demand to bargain during the fifteen (15) work day period which commences when two union officers have received the proposed policy or

procedure. If the parties do not agree on whether the City may unilaterally change a policy or procedure, then the Union's only recourse is arbitration as set forth in Article 17, Section 17.3, Step 4 of this agreement. If the parties are unable to negotiate an agreement within fifteen (15) work days of the arbitrator's decision the matter will be resubmitted to the same arbitrator for resolution. The parties further agree that any discussion or negotiation over changed policies or procedures does not constitute an admission or recognition that the policies or procedures at issue are outside the bounds of management rights.

Section 9.6 This article shall not be interpreted in any manner to relieve any employee of his responsibilities to follow the established rules and procedures of good conduct necessary to preserve the good order and discipline of the Police Division.

Section 9.7 All employees shall have access to all written work rules, regulations, polices and procedures.

ARTICLE 10
SENIORITY

Section 10.1 Seniority is defined as continuous service from the last date of hire and shall be applied first by rank, second by continuous service in rank, third by continuous service with the Police Division, and last by the order of their ranking on the Civil Service eligibility list relating to their current rank.

Section 10.2 The preceding definition of seniority shall be applied where appropriate in this Agreement.

ARTICLE 11
PROMOTIONS

Section 11.1 No position above the rank of Patrolman within the Police Division shall be filled by original appointment. This article shall apply only to promotion to the classification of Lieutenant. Vacancies in positions above the rank of Patrolman shall be filled by promotion from among persons holding positions in a rank lower than the position to be filled. No position above the rank of Patrolman shall be filled by any person unless he has first
passed a competitive written promotional examination. Promotion shall be by successive ranks so far as is practicable, and no person shall be promoted to a position in higher rank who has not served at least twelve (12) months in the next-lower rank. No competitive promotional examination shall be held unless there are at least three (3) persons eligible and willing to compete. Should it be determined that there are fewer than three (3) persons holding positions in the rank next lower than the position to be filled, who are eligible and willing to compete, the persons holding positions in the then next-lower rank who are eligible shall be allowed to compete with the persons holding positions in the rank lower than the position to be filled. An increase in salary or other compensation of anyone holding a position in the Police Division, beyond that fixed for the rank in which such position is classified, shall be deemed a promotion, except as provided in Section 124.491 of the Revised Code of Ohio.

Section 11.2 If the Mayor determines that a vacancy exists in a position above the rank of Patrolman, and there is no eligible list for such rank, the Civil Service Commission shall, within sixty (60) calendar days of such vacancy, hold a competitive written promotional examination. After such examination has been held and an eligible list established, the Commission shall forthwith certify to the Mayor the names of the three (3) persons receiving the highest scores. Upon such certification, the appointing authority shall appoint one of the three persons so certified within thirty (30) calendar days from the date of such certification. If there is an eligible list, the Commission shall, where there is a vacancy, immediately certify the names of the three (3) persons having the highest scores, and the appointing authority shall appoint one of the three persons so certified within thirty (30) calendar days of the date of such certification.

Section 11.3 No additional credit for military service shall be allowed in promotional examinations.

Section 11.4 After a promotional examination has been held and prior to the grading of such examination papers, each participant in said promotional examination shall have a period of five days, exclusive of Saturdays, Sundays, or holidays, to inspect the test materials in accordance with the requirements established by the company that provides the test materials. Any protests shall be in writing and shall remain anonymous to the Civil Service Commission. All protests with respect to a promotional examination shall be determined by the Commission within a period of not more than five (5) days exclusive of Saturdays, Sundays, and holidays, and the Commission's decision shall be final. If the Commission discovers that an error exists with the test then it shall correct the examination scores that are affected within five (5) days of its finding of such error(s).

Section 11.5 After the grading of such examination papers, any participant in the examination who deems his/her examination papers have been erroneously graded shall have the right to appeal to the Commission, and said appeal or appeals shall be heard by the Commission.

Section 11.6 The public notice of a holding of a promotional examination for a position or positions in the Police Division shall, unless waived by all persons eligible to participate, be published not less than thirty (30) days prior to the examination and shall contain a description of the source material from which the examination questions are prepared. Such source material shall be equally accessible to all examinees. Failure to comply with this requirement shall make void the pursuant examination, unless all participants in the examination have voluntarily agreed to waive this requirement.

Section 11.7 Prior to the interview process, candidates may be requested to supply to the interviewing committee written statements/essays concerning such topics as their goals for the future in organization, their previous successes, or any other job related topics.

ARTICLE 12
REDUCTION IN FORCE

Section 12.1 The City agrees that in the event that the possibility of a lay-off exists, or is contemplated, affecting employees of the Police Division, the City will notify the Union representatives by written notice no later than twenty-one (21) calendar days prior to the first day of the possible lay-off. Such notification shall be for the purpose of establishing discussions between the parties in order to develop mutually acceptable alternatives to prevent or overcome the need for the proposed lay-off. Upon request of the Union, the City

shall conduct a labor/management conference within said 21 days to discuss proposed lay-offs.

Section 12.2 When it becomes necessary in the Police Division, through lack of work or funds or for other causes, to reduce the force of such Division, lay-offs shall be conducted on a classification basis as determined by the City. Employees will be laid off from the affected classification in accordance with their seniority with the employee(s) with the least seniority being laid off first. An employee laid off shall be allowed to bump less senior employees in positions for which the senior employee is qualified. When a position above the rank of Patrolman is abolished and the incumbent in that position has been permanently appointed, the officer with the least seniority within the rank of the position abolished shall be demoted to the next lower rank and the officer in the next lower ranks shall be demoted, and so on down until the person with the least seniority has been reached, who shall be laid off.

Section 12.3 Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff. An employee may be recalled to any position for which he is qualified. If the position he held before being laid off subsequently becomes available and if the employee has been recalled to a different position, the employee shall have first option to return to that position.

Section 12.4 If an employee is recalled to a position in a lower-rated job classification, he shall have the right to return to the job classification he held prior to being laid off in the event it subsequently becomes available. The City shall not hire new employees in bargaining unit positions as long as there are still employees on the recall list who are presently physically qualified to perform the work in the affected job classification and are willing to be recalled to said classification.

Section 12.5 An employee to be recalled will be informed of his reemployment in the form of a written notice. This notice shall be considered received by the employee when mailed by certified mail to the last-known address of the employee as shown on the City's personnel records. It shall be the responsibility of each employee on lay-off to keep the City advised of his current address. Within fifteen (15) calendar days after notice of reemployment is mailed, the employee must advise the City in writing of his acceptance of reemployment and his ability to commence employment on the date specified in the notice. Any and all reemployment rights granted to an employee shall terminate upon such employee's failure to respond and to accept within fifteen (15) calendar days any position offered to the employee.

Section 12.6 Employees so laid off may elect to continue hospitalization, medical, and dental coverage by paying the monthly group rate premium in advance each month for a period not to exceed eighteen (18) months. The employee shall pay the City's actual administrative expense for the coverage during the eighteen month period.

ARTICLE 13
PERSONAL SERVICE RECORDS

Section 13.1 Any employee of the Police Division shall be permitted to review his personal service records (Personnel Records) and may receive a copy of any item(s) in his file at current reproduction cost. The City shall not suffer any loss of the employee's services as result of this activity.

Section 13.2 Subject to approval by the State Auditor, and pursuant to Section 149.39 O.R.C., the personal service record of an employee is to be cleared or purged of any offenses upon written request of the employee in accordance with the following schedule:

1. Any reprimand shall be removed (upon the employee's written request) from the record after one (1) year from the date of the reprimand, providing there is no intervening disciplinary action involving a written reprimand during the one-year period.

2. Any suspension of less than thirty (30) days shall be removed (upon the employee's written request) from the record after a period of two (2) years, providing there is no intervening disciplinary action involving suspension during the two-year period.

3. Any suspension of thirty (30) days or more shall be removed (upon the employee's written request) from the record after seven (7) years, providing there is no intervening disciplinary action involving a suspension of thirty (30) days or more during the seven-year period.

ARTICLE 14
BULLETIN BOARDS

Section 14.1 The City shall allow the placement of a bulletin board in an easily accessible, agreed-upon location in the Police Division. Union notices relating to the following matters may be posted without the necessity of receiving prior approval of the Chief of Police.

1. Union recreation and social affairs.
2. Notice of Union meetings.
3. Union appointments.
4. Notice of Union elections.
5. Reports of non-political committees and independent non-political arms of the union
6. Non-political publications, rulings, and policies of the Union
7. Civil Service Board and pension board publications.

Section 14.2 All other notices of any kind not covered in Section 14.1 must receive prior approval of the Chief of Police or his designated representative.

ARTICLE 15
LABOR/MANAGEMENT CONFERENCE

Section 15.1 In the interest of effective communications, either party may, not more than four (4) times yearly unless otherwise mutually agreed, request a labor/management conference. Such request shall be made in writing and be presented to the other party five (5) calendar days in advance of the requested meeting date. The written request will include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. Said conference shall be scheduled during regular business hours (8:00 a.m. - 4:00 p.m.) and shall be limited to two (2) hours. A labor/management conference shall be scheduled as soon as possible from the date requested.

Section 15.2 The purpose of such meetings shall be limited to:

1. Discuss the administration of this agreement.

2. Notify the Union about changes made by the Employer which affect employees.

3. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.

4. Disseminate general information of interest to the parties.

5. Give the Union representative the opportunity to share the views of its members and/or make suggestions on subjects of interest to its members.

6. Discuss ways to increase productivity or improve efficiency.

7. Consider and discuss health and safety matters relating to employees.

Section 15.3 There shall be no more than four (4) representatives for each party in attendance at a labor/management conference, unless otherwise mutually agreed.

ARTICLE 16
TEMPORARY WAGE CONTINUATION/INJURY LEAVE

Section 16.1 The City offers temporary Wage Continuation/Injury Leave to employees who are injured or who contract an occupational disease while in the course of and arising out of employment with the City. An employee who suffers from a compensable industrial injury or illness can, subject to the following criteria, receive regular wages instead of workers' compensation temporary total lost time benefits. Payment for related medical benefits is governed by the Ohio Workers' Compensation system.

Section 16.2 QUALIFICATIONS

1. The injury or illness must be determined to be compensable by the City at the outset of the claim or by the Ohio Industrial Commission. In no event will compensation commence before all initial paperwork is completed and filed with the appropriate agency(ies).
2. Competent medical proof of temporary disability must be provided via the Ohio Bureau of Workers' Compensation (OBWC) *MEDCO-14 Physician's Report of Work Ability Form or any other approved OBWC form.* The attending physician must complete the form in its entirety and affix his/her original signature to the form. Copies are unacceptable. The injured worker must also complete and submit to the City a C-84 form, Request for Temporary Total Compensation.
3. The employee must complete a FROI – *First Report of Injury* application and sign a wage continuation agreement or OBWC C-55 form, medical release, and a City accident report form.

4. In accordance with the Bureau of Workers' Compensation/Industrial Commission rules, the City reserves the right to have the employee examined by a physician of its choice at the City's expense to confirm the medical diagnosis and/or the period of temporary disability or physical restrictions. Failure to submit to examination will result in termination of the temporary wage continuation benefits.

5. In accordance with the City's Family and Medical Leave (FML) policy when an employee is on approved leave related to an approved work-related injury, or illness, whether in a paid or unpaid status, the leave taken shall be counted concurrently towards both Family and Medical Leave and temporary Wage Continuation/Injury Leave.

6. Temporary wage continuation benefits will be paid only for those periods of lost time that otherwise would qualify the employee for receipt of Workers' Compensation temporary total lost time benefits, subject to the following limitations:

Section 16.3 TERMINATION CONDITIONS

Wage continuation payments will cease upon any of the following conditions:

1. Attending physician releases employee to return to work.

2. Employee returns to work for another employer.

3. Employee fails to return to a transitional "limited duty" assignment consistent with his/her temporary medical restrictions, as approved by the injured workers' treating physician.

4. Employee fails to appear for employer-sponsored medical examination.

5. Employee has reached maximum medical improvement and/or the condition has become permanent.

6. The claim is found to be fraudulent or is not approved by the OBWC after payment for Wage Continuation/Injury Leave has commenced.

7. The injured worker attempts to collect both temporary wage continuation from the City and temporary total compensation from the OBWC.

8. Employment termination.

9. Violation of any City policy or guidelines.

10. Regardless of the above conditions of termination, the City may, at its sole discretion, terminate wage continuation benefits at any time, if the disability exceeds three months.

Section 16.4 Wage Continuation/Injury Leave

A. This policy is in effect for injuries sustained on or after January 1, 2014, and/or for Injury Leave taken on or after January 1, 2014 which relates to approved Workers Compensation claim(s) sustained by the employee prior to January 1, 2014. Such claims must be related to injuries sustained while the individual was employed by the City. The City will, for compensable claims, continue to pay regular wages at the same rate of pay the injured worker was making at the time of the injury. This form of paid leave is called Injury Leave. Generally, compensation for Injury Leave will be paid for a period not to exceed twelve (12) weeks. The rate of pay for Injury Leave will be multiplied by the usual number of scheduled hours per week. The payment by the City will take the place of payment by the Ohio Bureau of Workers' Compensation (OBWC). Wage Continuation will be made only during the period of time that workers' compensation benefits would otherwise be paid by the OBWC. In most cases, Temporary wage Continuation payments will immediately commence upon receipt of proof of disability from the preferred medical provider and a completed claim application.

B. The wage continuation payments made by the City will be taxable income to the employee, and will be subject to the same tax withholding requirements as an employee's regular weekly wage. Workers' compensation benefits payable by the State of Ohio are not taxable income to the employee; however, payment made by the City should be equal to or greater than the payment which would be made by the BWC, and will reduce delay in receiving payment.

C. Receipt of temporary wage continuation payments will be in lieu of workers' compensation temporary total lost time benefits. The payment of medical benefits will continue to be handled by the City's managed care organization.

D. If the period of disability exceeds twelve (12) weeks, the employee may elect to voluntarily discontinue wage continuation payments or the City may, solely at its discretion, extend temporary wage continuation payments for additional periods of time. Wage Continuation payments beyond twelve (12) weeks will be calculated at the same rate of pay the injured worker was earning at the time of injury. This rate will be multiplied by the usual number of scheduled work hours per week. Alternatively, the City may halt temporary wage continuation/injury leave after the initial twelve (12) weeks of wage continuation/injury leave. The employee may then be eligible to receive temporary total payments from the Ohio Bureau of Workers' Compensation. The employee would need to submit the required request to the OBWC for such benefit.

E. In the event the OBWC should deny the claim as not being sustained in the course of or arising out of employment with the City, temporary wage continuation charged to Injury Leave will then be charged to the employee's sick leave or other available unused paid leave.

ARTICLE 17
GRIEVANCE PROCEDURE

SECTION 17.1 The term "grievance" shall mean an allegation by a bargaining unit member or the City 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.

SECTION 17.2 All grievances must be processed at the proper step in the progression in order to be considered at the subsequent steps. However, a grievance may be introduced at the level or step of origination or by mutual agreement be accelerated to any step.

Any grievance not answered by the City within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent by those authorized to do so. Individual members may present grievances and have them adjusted as long as the adjustment is not inconsistent with the terms of the contract and the bargaining representative has the opportunity to be present at the adjustment. An employee may withdraw a grievance at any point by submitting in writing a statement to that effect or by permitting the time requirement at any step to lapse without further appeal.

The Union may pursue a designated "Class Action" grievance without the necessity of gathering the signatures of all employees who may have been similarly affected.

SECTION 17.3 It is the mutual desire of the City and the Union to provide for prompt adjustment of grievances in a fair and reasonable manner. Every reasonable effort shall be made by both the City and the Union to affect the resolution of grievances at the earliest step possible. The aggrieved employee and the appointed Union representative responsible for the processing of grievances shall be permitted to engage in processing activities during their scheduled working hours provided that permission has been obtained from each individual's immediate supervisor and that the time required does not exceed two (2) hours of the individual's scheduled tour of duty on any one day. The two-hour time limit shall not apply to scheduled grievance hearings. An on-duty officer shall be paid his normal wage during attendance at said meeting.

Informal Step: The aggrieved individual, with an appropriate Union representative if the former so desires, may contact his immediate supervisor and attempt to resolve the dispute orally.

Step 1: The grievant, with an appropriate Union representative if the former desires, shall formally present the alleged grievance to his immediate supervisor in writing within fourteen (14) calendar days of the employee having, through the exercise of reasonable diligence, gained knowledge that a grievance exists. The supervisor and whomever else the Police Chief deems appropriate shall investigate and provide an appropriate answer within fourteen (14) calendar days of receipt of the grievance. In the

event that a grievance does not proceed beyond Step 1, it shall not be precedent setting.

Step 2: If the grievance is not resolved in Step 1, the employee, with an appropriate Union representative if the former desires, may present the grievance form and the written responses at the prior Step, to the Police Chief or his designee within seven (7) calendar days after receiving the Step 1 reply. The Police Chief or his designee shall have seven (7) calendar days in which to schedule a mutually agreeable date for a meeting and hold the meeting with the aggrieved employee and his representative. The Police Chief or his designee shall investigate and respond to the grievant and/or Union representative within fourteen (14) calendar days following the meeting and shall provide an information copy of the reply to the Personnel Director. In the event that a grievance does not proceed beyond Step 2, it shall not be precedent setting.

Step 3: Should the grievant still feel that the grievance has not been resolved to his satisfaction, he, along with the Union representative, if the former desires, may present the grievance form and all written responses from prior steps, to the Safety Director / Municipal Administrator within seven (7) calendar days after receiving the Step 2 reply. The Safety Director / Municipal Administrator shall have fourteen calendar days in which to schedule a mutually agreeable date for a meeting to discuss the grievance, if she/she deems such necessary, with the aggrieved employee, his representative, and the Personnel Director. The Safety Director / Municipal Administrator shall investigate and respond to the grievant and/or Union representative within fourteen (14) calendar days following the meeting, sending an information copy of the reply to the Personnel Director. The Union may continue to process the grievance to Step 4 without the approval or participation of the grievant.

Step 4: If the decision of the City as given in the third step of the grievance procedure is not satisfactory, then the Union shall notify the City's Personnel Director, in writing, within twenty-one (21) calendar days after the answer of the Safety Director and Municipal Administrator, that the grievance is to be submitted to arbitration. Within twenty-one (21) calendar days after notification that a grievance is to be submitted to arbitration, the notifying party shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) potential arbitrators, all of whom shall be members of the National Academy of Arbitrators. Selection of the arbitrator will be accomplished by the alternate striking of names from the list until only one name remains, with the party requesting arbitration striking first. The person whose name has been chosen shall become the arbitrator. In the event the chosen arbitrator is not reasonably available, the parties may mutually agree to use the next to last arbitrator during the striking process or request a new panel from FMCS. The arbitration shall be heard at the arbitrator's earliest mutually agreeable date. The fees and expenses of the arbitrator shall be paid by the party against whom the arbitrator renders an adverse decision.

In the event more than one grievance is referred to the same hearing, the costs of the arbitration shall be divided proportionately, the loser bearing the proportionate share of the costs for the cases lost. All other expenses for witnesses or otherwise shall be borne by the party incurring the cost. However, any on-duty City employee testifying as a witness by

either side, will continue to receive his regular rate of pay while attending such a hearing, not to exceed the normal eight (8) hours.

Arbitration shall be limited to matters concerning the interpretation or application of provisions as listed herein. However, by mutual agreement of the City and the Union, the grievance procedure set forth above may be used in other matters.

Copies of all written responses at Step 2 and above are to be sent to a Union officer. All grievances and appeals filed at Step 3 and above shall be sent to the Safety Director and the Municipal Administrator.

Grievance awards that specify the individual(s) to be paid and the amount shall be issued within thirty (30) calendar days after the award date, unless said award is appealed by either party.

SECTION 17.4 The decision of the arbitrator shall be final and binding.

SECTION 17.5 All written grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed to by both parties.

1. Aggrieved employee's name and signature
2. Aggrieved employee's classification
3. Date grievance was filed in writing
4. Date and time grievance occurred
5. Where grievance occurred
6. Description of incident giving rise to the grievance
7. Articles and Sections of Agreement violated

Section 17.6 All response times shall begin the work day following the date the indicated individual(s) received the grievance or when the aggrieved became aware that a grievance existed.

Section 17.7 A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting each member in the same manner, one member selected by such group may process the grievance as a class-action grievance, provided each employee desiring to be included in the class action grievance signs said grievance.

Section 17.8 Any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step or level above that from which it originates.

ARTICLE 18
DISCIPLINE

Section 18.1 The Employer may conduct an investigation of any alleged violation committed by a bargaining unit employee of rules and regulations, as well as all statutes and ordinances applicable to employees, and make a finding by written report concerning any

such alleged violation.

Section 18.2 An employee's off-duty conduct shall not result in discipline or discharge unless such off-duty conduct impairs the employee's ability to effectively or efficiently perform assigned job duties or such off-duty conduct interferes with or diminishes the overall performance, effectiveness, or efficiency of the Police Division.

Section 18.3 Forms of disciplinary action may only include, in order of severity:

A. Verbal warning (time and date recorded);
B. Written reprimand;
C. Suspension with pay;
D. Suspension without pay;
E. Demotion in rank;
F. Discharge from employment.

Section 18.4 Incompetency, inefficiency, dishonesty, working while under the influence of alcohol and/or controlled substances, immoral conduct, insubordination, neglect of duty, neglect or abuse of equipment or apparatus, absence without leave, any other failure of good behavior, or any other act of misfeasance, malfeasance, or non-feasance in office shall be cause of disciplinary action. However, the disciplinary action shall be proportionate to the offense committed.

Section 18.5 Whenever the Employer determines that an employee's conduct may warrant a suspension, discharge, or any other action resulting in a loss of pay, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of or to refute the alleged violation. The Police Chief shall serve as the hearing officer during pre-disciplinary conferences. When the Police Chief cannot fulfill this requirement due to an absence from the Division, the Police Deputy Chief will serve as the hearing officer. Furthermore, if the alleged violation of conduct was committed personally against the Police Chief or was witnessed by the Police Chief, then the Mayor shall appoint a neutral department head to serve as the hearing officer. Written notice of such conference shall be mailed or personally delivered to the Employee. Such notices shall specify the time, date and place of the conference, and subject matter of the conference, and the notice shall also advise the employee of his right to be represented at the conference by person(s) of his choice. Upon receipt of a written request signed by the employee or his designated representative, the Employer may, for just cause shown, grant the employee's request that such conference be continued.

Section 18.6 Any employee suspected of a violation which may result in suspension, demotion, or dismissal shall be entitled to a hearing in accordance with the disciplinary procedures as established herein.

SECTION 18.7 Any discipline which results in suspension, demotion, or discharge may be appealed to only one of the following: the Bowling Green Civil Service Commission or an arbitrator, as provided in Article 17, Section 17.3, Step 4 of this Agreement. Appeals to the Bowling Green Civil Service Commission must be in accordance with the requirements established in Section 124.34 (C) of the Ohio Revised Code.

ARTICLE 19
OUTSIDE EMPLOYMENT

Section 19.1 No employee shall accept outside employment that interferes with the employee's performance of his duties or responsibilities of his position with the City or compromises the employee's position with the City through a conflict of interest.

Section 19.2 All employees desiring outside employment must first submit a written request to the Chief of Police for his approval no less than three (3) calendar days before such outside employment begins. Such approval shall be granted, unless the conditions set forth in Section 19.1 are present.

Section 19.3 In no instance in which an employee has accepted and the Chief of Police has approved outside employment will said employee utilize the resources of the Police Division, beyond the extent to which those resources are available to a non-employee and/or the general public. A violation of this provision will result in the withdrawal of approval for such outside employment by the Chief of Police and may result in disciplinary action.

ARTICLE 20
VOLUNTARY ATTENDANCE AT CONFERENCES, CONVENTIONS, SEMINARS, OR OTHER TRAINING AND EDUCATIONAL FUNCTIONS

Section 20.1 Any employee of the Police Division included within the scope of this Agreement may attend any conference, convention, school, seminar, workshop, or other training and educational function he/she desires if relating to his/her duty assignment or other function of municipal concern and if authorized by the Chief of Police or his designee(s). The person shall be reimbursed for his reasonable and necessary expenses so incurred including registration fees and tuition provided proof of expenditure for such expenses is submitted along with a claim for reimbursement, and when there are sufficient unencumbered appropriated funds available to pay for such expenses. If the person shall travel by privately owned automobile, he shall be reimbursed for the travel expense at the allowable I.R.S. rate per mile traveled. The reimbursement shall be based upon AAA mileage charts or the actual number of miles traveled, whichever is less. The person shall also be entitled to reimbursement for other travel expenses including meals, lodging, gratuities, common carrier fees, vehicle parking, tolls, and all other reasonable expenses incident to the travel when accompanied with a receipt. The customer's copy of a credit card charge record is not a receipt within the meaning of this section; expenses incurred and charged on a credit card must be supported by an itemized receipt. No reimbursement shall be made for alcoholic beverages, personal long-distance phone calls, expenses or entertainment, or expenses incurred on behalf of any other individual for any reason. Reimbursement of travel expenses shall be done through direct deposit into the employee's bank accounts established in City's payroll system.

Section 20.2 For those functions lasting overnight, all time spent attending the function and training or other activities required by the function shall be paid at the rate of $1.00 per hour in addition to their regular hourly (H) rate of compensation. This rate is limited to 40 hours per pay week.

Section 20.3 All time spent traveling as required and approved by the Employer shall be counted as hours worked less the time required for ordinary travel between the employee's home and worksite, meal times, and break times.

Section 20.4 Lodging for one person authorized to travel under this section shall be allowed at a rate which is established as the single-room rate which is current at the place of such lodging. If a room is occupied by two or more persons authorized to travel under this section, reimbursement at the single-room rate shall be for the full cost of the room on a pro-rata basis or in full to the person who pays for the room.

Section 20.5 If a privately owned vehicle is used on any approved trip outside the limits of this state, reimbursement shall not exceed coach air fare to the point of travel. When reimbursement for travel in lieu of air fare is claimed, no allowance will be paid for lodging or meals or other expenses en route that would not have been incurred in commercial air transportation. If the destination is not served by air, fare to the nearest terminal will be at the allowable I.R.S. rate per mile traveled for round trip from that terminal city to the destination, if the employee's own car is used, or car rental expenses.

Section 20.6 If commercial ground transportation (bus or train) is used, reimbursement will be made for the lowest available fare and for such other reasonable costs incurred en route when accompanied by a receipt.

Section 20.7 Subject to the advance approval of the Police Chief or his designee, reimbursement of expenses for courses or programs voluntarily taken for educational credit not to exceed 12 credit hours per term as part of a degree or non-degree program will be allowed provided the course or program is job related and a grade of "C" or better is earned in each course for which reimbursement is sought. Any course which is required as condition of completion of any job-related degree program shall also be considered as job related. Education credit will only be reimbursed if it is obtained from schools or institutions of higher learning that are accredited in such a manner that any credit hours from that institution are eligible for transfer to Bowling Green State University.

Section 20.8 Any educational courses or programs under Section 20.7 so reimbursed must be taken on the employee's own time and not during the hours of his/her normal employment.

Section 20.9 Payment for the estimated expenses of travel may be made in advance upon application by the traveler at least two (2) weeks prior to the scheduled date of departure and approval by the Chief of Police. Upon completion of the travel, settlement must be made with the Finance Director along with proof of all expenditures and any sum owing to the City must be paid in full within two (2) weeks of return.

ARTICLE 21
MANDATORY ATTENDANCE AT CONFERENCES, CONVENTIONS, SEMINARS, OR OTHER TRAINING AND EDUCATIONAL FUNCTIONS

Section 21.1 The Police administration may require an employee to attend any conference, convention, seminar, or other training or educational function not exceeding five (5) weeks in any three (3) month period. No attendance shall be mandatory pursuant to this article if the employee will not be permitted to return to his permanent residence on weekends during any session lasting longer than fourteen (14) days.

Section 21.2 Reimbursement, payment, wages, and conditions of attendance shall be identical to those established herein by Article 20.

ARTICLE 22
TRADE DAYS/SHIFTS

Section 22.1 Employees may be allowed to trade days off with other qualified employees of the same classification when such a trade does not interfere with the operation of the Police Division or create any additional cost to the City.

Section 22.2 All requests to trade days off shall be subject to the advance approval of the immediate supervisor of the employees involved and the Chief of Police. The Chief shall establish the methods and procedures for requesting and recording the exchange of days off.

Section 22.3 Any trade day must be repaid within the same pay period as the trade took place.

Section 22.4 Employees of the Patrol Bureau may be allowed to trade shift assignments, and/or work days, scheduled with other qualified employees of the same classification provided that such a trade has been approved by the appropriate lieutenant(s) and the Chief of Police or his designee.

ARTICLE 23
UNEMPLOYMENT COMPENSATION

Section 23.1 Employees of the Police Division shall be provided, by the City, unemployment compensation coverage to the extent required by the Revised Code of Ohio.

ARTICLE 24
PENSION FUND PROVISION

Section 24.1 Employees of the Police Division shall be provided coverage under the Ohio Police and Fire Pension Fund (OP&F), as is appropriate to the extent required by the Revised Code of Ohio.

ARTICLE 25
DEFERRED COMPENSATION PROGRAMS

Section 25.1 The City will provide the opportunity for employees to participate in deferred compensation program(s) and extends to all eligible BGPCOA members the opportunity to join the programs.

Section 25.2 The Finance Director is authorized to execute an agreement on terms and conditions of the program and thereafter to administer the program on behalf of the employees.

ARTICLE 26
FALSE ARREST/LIABILITY INSURANCE

Section 26.1 If permissible by law, the City will pay any judgement rendered against a regular full-time police officer as a result of errors and acts of omission or commission occurring in the performance of his duties as an employee of the City of Bowling Green and while acting in good faith to comply with Division policies and procedures. The City will provide a defense to any duty-related claim at no cost to the employee.

ARTICLE 27
OPERATORS INSURANCE

Section 27.1 Liability insurance for bodily and property damage for operators of Police Division motor vehicles and equipment shall be provided by the City at no cost to the employee.

ARTICLE 28
VACATIONS

Section 28.1 Each full-time Police Division employee included within the scope of this Agreement shall earn vacation leave according to the number of years of service as follows:

Length of Service	Accrual Rate Per Pay Period	Maximum Accrual
Upon hire to 5 years	5.25 hrs	240 hrs
6 to 10 years	6.75 hrs	360 hrs
11 to 15 years	8.35 hrs	480 hrs
16 to 20 years	9.10 hrs	480 hrs
Over 20 Years	9.85 hrs	600 hrs
Over 25 Years	10.65 hrs	660 hrs

Section 28.2 All full-time Police Division employees with prior full-time public service in the State of Ohio may, upon certification of such service, count their prior full-time service time in computing their total length of service as provided in the vacation schedule in Section 28.1 above.

Section 28.3 Vacation shall accrue and be credited each bi-weekly pay period at the rates provided in Section 28.1 above based on the total length of service completed. An employee eligible for an increase in his accrual rate will begin accruing at the higher rate the first bi-weekly pay period following completion of the required length of service.

Section 28.4 Vacation shall be scheduled throughout the year and requests for the use of vacation leave must receive the advance approval of the employee's immediate supervisor and the Chief of Police. There is no requirement that vacation leave be taken all at one time or that it be split up. Vacations may be taken so as to abut holidays or compensatory leave days. The minimum vacation time shall not be less than one-half (1/2) hour and cannot be granted for less than one-half (1/2) hour increments.

Section 28.5 Unless waived by the Chief of Police or his designee, requests for vacation shall be submitted to the employee's supervisor not later than three (3) calendar days prior to the first day of vacation, except that requests for vacation leave of ten (10) hours or less can be granted by the employee's immediate supervisor without the requirement for the advance notification.

Section 28.6 Vacation pay shall be computed on the basis of a regular 40-hour work week at applicable regular straight time rate of pay.

Section 28.7 Vacation leave is earned only during the time an employee is on active, full-time status, and is not earned while an employee is on a form of unpaid leave of absence.

Section 28.8 Days designated as holidays shall not be charged to vacation leave; rather, an employee desiring a holiday off shall submit a request to his immediate supervisor for approval. Such approval shall be dependent upon the operational requirements of the Police Division.

Section 28.9 Upon separation from City employment, an employee shall be entitled to compensation at his then current straight time rate of pay for all accrued and unused vacation leave to his/her credit. If this separation is by death, payment shall be made to the employee's spouse or other beneficiary, as provided by statute.

Section 28.10 For vacation purposes, years of service with the City shall be determined by the total number of years worked for the City and shall include military leaves of absence and other paid leaves of absence. If an employee's service has been interrupted through no fault of the employee, such as lay-off, the employee's total service shall include the periods both before and after the interruptions, but shall not include the interruption period itself.

Section 28.11 If a request for vacation leave is denied and as a result of such denial, the employee will lose the vacation time pursuant to Section 28.1 (Maximum Accrual), the employee shall be paid his regular straight-time hourly rate instead.

Section 28.12 Vacation leave shall be considered hours worked for purposes of computing overtime.

ARTICLE 29
HOLIDAY PAY

Section 29.1 Holidays or the days set apart for their observance shall be as follows:

1. First day of January
2. Third Monday in January
3. Third Monday in February
4. Last Monday in May
5. Fourth day of July
6. First Monday in September
7. Eleventh day of November
8. Day After Thanksgiving
9. Fourth Friday in November
10. Twenty-fifth day of December

Section 29.2 In the event that any of the above holidays shall fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the above holidays shall fall on Sunday, the Monday immediately following shall be observed as the holiday. However, the first day of January, the Fourth day of July and the twenty-fifth day of December shall be observed on the day on which the holiday falls.

Section 29.3 On each of the holidays listed in Section 28.1 of this Article, all Police Division employees included within the scope of this Agreement shall be paid eight (8) hours or for employees normally scheduled ten (10) hours, then (10) hours of holiday pay at their regular straight-time rate of pay.

Section 29.4 The hours credited in Section 29.3 for holidays shall not be counted as hours worked in computing entitlement to overtime pay. Except Road Sergeants who are not scheduled to work on a holiday may count the eight (8) or ten (10) hours of holiday pay as hours worked in computing entitlement to overtime pay.

Section 29.5 Employees of the Police Division who work on any of the holidays listed in Section 29.1 of this Article shall be paid for the first eight (8) or ten (10) hours worked, depending upon the schedule to which they are assigned, or any portion thereof at twice the regular straight time rates of pay. Any employee who works more than the scheduled eight (8) or ten (10) hours, depending upon the schedule to which he/she is assigned, shall be paid for those hours in excess of eight (8) or ten (10) hours at two and one-half (2 1/2) times their regular straight-time rates of pay, and the hours worked upon a holiday in excess of eight (8) or ten (10) hours shall not be counted in computing entitlement to overtime pay.

Section 29.6 The eight (8) or ten (10) regularly scheduled hours actually worked on a holiday shall be included in the total hours worked in computing overtime.

Section 29.7 All Bargaining Unit employees may work on a scheduled holiday if:

1. There is work available to perform within their normal and usual job description, and

2. A normal contingent of officers for the shift will not be exceeded due to their presence.

ARTICLE 30
LIFE INSURANCE PROVIDED

Section 30.1 The City shall provide group term life insurance in the amount of $25,000 to all regular full-time employees of the Police Division. In the case of accidental death, the

coverage shall be in the amount of $50,000. There shall be no contribution by an employee for this coverage.

ARTICLE 31
COMPREHENSIVE MEDICAL AND DENTAL COVERAGE

Section 31.1 The City shall provide comprehensive group medical coverage to each full-time covered employee with a minimum lifetime maximum of $1,000,000.00 per participant.

Section 31.2 The City shall provide single dental insurance and shall make available dependent coverage. The employee shall pay the additional cost for dependent dental coverage.

Section 31.3 Employees shall pay ten percent (10%) of the City's total monthly premium cost for medical and single dental insurance. **In addition to this 10% contribution, employees will also pay, in accordance with the schedule below, the following each pay period:**

Base Salary	**Per pay amount Family Medical**	**Per pay amount Single Medical**
Year 1-	**Start first pay in December 2014**	**Start first pay in December 2014**
Below $35,000	$0.00	$0.00
Above $35,000	$14.00	$6.00
Above $50,500	$20.00	$8.00
Above $65,000	$25.00	$10.00

Base Salary	**Per pay amount Family Medical**	**Per pay amount Single Medical**
Year 2	**Start first pay in December 2015**	**Start first pay in December 2015**
Below $36,050	$0.00	$0.00
Above $36,050	$16.25	$6.75
Above $52,015	$23.00	$9.00
Above $66,950	$29.75	$11.50

Base Salary	Per pay amount Family Medical	Per pay amount Single Medical
Year 3	Start first pay in December 2016	Start first pay in December 2016
Below $37,132	$0.00	$0.00
Above $37,132	$17.75	$7.00
Above $53,575	$25.00	$10.00
Above $68,959	$32.75	$13.00

Section 31.4 The Union recognizes the right of the City in its discretion to secure alternate insurance carriers and to modify coverages which measures may be used to maintain or to lessen premium costs. Prior to any modifications of benefits or coverage, the Union and the City agree to meet and discuss any such modifications. During the life of this contract, the offered medical and dental plan terms for this bargaining unit shall be equal to the terms for all other City employees.

ARTICLE 32
RESERVED

ARTICLE 33
FUNERAL/BEREAVEMENT LEAVE

Section 33.1 Each regular full-time employee of the Police Division shall be granted up to three days (24 hours) funeral/bereavement leave per occurrence not to exceed six (6) days (48 hours) in each calendar year if time off is required to arrange for or attend to estate matters or the funeral of a member of the employee's immediate family. "Immediate family" for the purpose of this section shall include those persons listed as "immediate family" in the sick leave provision of this agreement.

Section 33.2 In the event that additional time is needed per occurrence, the employee, upon giving notice and receiving approval from the Chief of Police, shall be allowed to take additional time off chargeable to sick leave.

Section 33.3 The minimum time of request and approval shall not be less than one-half (1/2) hour and cannot be granted in less than one-half (1/2) hour increments. Funeral/bereavement leave may only be used for the purpose intended.

Section 33.4 Funeral/bereavement leave shall be counted as hours worked in computing entitlement to overtime.

ARTICLE 34
CIVIL LEAVE/MILITARY LEAVE

All regular full-time employees of the Police Division shall be granted, upon written request from the employee, civic leave as follows:

Section 34.1 An employee called for jury duty or subpoenaed as a witness in the course of his employment shall be paid for the period of jury or witness service. An employee must present verification of:

1. His call to jury duty or witness duty;

2. If a witness, that his testimony was within the scope of his employment for the City and not of a personal nature and;

3. Turn in the amount received as a jury or witness fee, providing the amount does not exceed the wages paid by the City, to the City Finance Director;

4. Any hours credited as military, jury, or witness duty shall be counted as hours worked in computing entitlement to overtime.

Section 34.1(B) An employee appearing in court on behalf of the City for a period of less than two hours on a scheduled workday but not during the employees scheduled work hours shall be compensated not less than two hours. Provided such hours do not overlap with regular assigned hours of work. Employees on a regularly scheduled day off shall receive not less than three (3) hours for a court appearance on behalf of the city. All such hours shall count toward entitlement to overtime.

Section 34.2 An employee who is required to appear in court for reasons outside the scope of his employment shall be granted vacation time or an excused absence (non-paid) provided that:

1. Documentation is provided in the form of a subpoena or a letter from a participating attorney or;

2. The request for an excused absence (non-paid) or vacation time is made to the appropriate supervisory person at least twenty-four (24) hours in advance.

SECTION 34.3 All full-time employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the Armed Forces of the United States, shall be granted up to thirty-one (31) calendar days each year not to exceed 252 hours of pay per year at such employee's regular hourly rate of pay for such time as he is in the military service, on field training, or active service, and is absent from work.

SECTION 34.4 The first 176 hours of military pay shall be paid in accordance with Section 5923 of the Ohio Revised Code. Such leave shall be granted without loss of pay or benefits as would normally be provided.

SECTION 34.5 The language in this Section shall serve to establish the methodology by which military pay reimbursement will be handled by the City when Police personnel are required to attend military training and/or other military requirements whether in an active duty status or inactive duty status beyond the 176 annual hours outlined above. Immediately upon receipt of military pay, the employee shall notify the Finance Director of the amount of gross military pay received. The employee's wages for the following payroll period shall be reduced by the amount due the City, in a manner as prescribed by the Finance Director. Reduction of wages shall not exceed the amount of military leave paid by the City. Any hours credited, as military leave shall be counted as hours worked in computing entitlement to overtime.

ARTICLE 35
SICK LEAVE

Section 35.1 Each full-time Police Division employee included within the scope of this agreement shall be entitled for each completed 80 regular straight time hours of service to sick leave of 4.6 hours, not to exceed fifteen (15) normal work days per calendar year.

Section 35.2 An employee may use accumulated, but unused, sick leave upon proper approval of the Police Chief for absence due to personal illness, injury, pregnancy, exposure to contagious diseases which could be communicated to other employees, for any leave designated as Family and Medical Leave, and for illness, injury or death in the employee's immediate family. However, the minimum time of request and approval shall not be less than one-half (1/2) hour and cannot be granted in less than one-half (1/2) hour increments. "Immediate Family" as used herein includes husbands, wives, children, parents, grandchildren, grandparents, grandparents-in-law, brothers, sisters, nieces, nephews, aunts, uncles, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, and persons acting, or who have acted, in loco parentis to the employee. The authority to use sick leave due to the death in the employee's immediate family is in addition to the funeral/bereavement leave provided elsewhere in this Agreement.

The term "children" as used in this Article, shall include foster children residing in the employee's household at the time of the illness, natural, adopted, and step-children. This same definition will apply for funeral/bereavement leave.

Section 35.3 Unused sick leave shall be accumulative without limit. An employee who transfers from a public agency in this State shall be credited with the unused balance of the employee's accumulated but unused sick leave.

Section 35.4 The Police Chief shall require an employee to furnish a satisfactory written and signed statement (prepared by the employee) to justify the use of sick leave. Statements, after being approved by the Police Chief, shall be maintained by the City for at least one (1) year. The employee shall provide a physician's statement, submit to a medical examination, home visit, or other inquiry which the Employer deems necessary to verify the use of sick leave. If there is a charge made, the Employer or its insurer shall be responsible for its payment. The physician's statement, if required by the Employer, shall state the nature of the employee's illness or that the employee was required to care for a family member to justify the use of sick leave. A physician's statement may be required to verify the employee's ability to return to work. A physician's statement may also be required at the discretion of the Personnel Director in the following cases:

1. Repeated one- or two-day absences;

2. Multiple absences on a single day or other pattern uses of sick leave.

Falsification of either a written signed statement or a physician's certification shall be grounds for disciplinary action, including dismissal. When an employee is unable to report to work, he shall notify his immediate supervisor or other designated person at least one (1) hour prior to the time he is scheduled to work on each day of absence, unless other arrangements are made with the employee's supervisor.

Section 35.5 Bargaining unit members, who were hired by the City prior to September 1, 2014, who retire from service, shall be entitled to receive a payout of unused sick leave at the following rates:

a. 25% of accrued, unused sick leave hours to 1500 hours; plus
b. 50% of accrued, unused sick leave hours beyond 1500 hours.

The payouts shall be at the employee's rate of pay at the time of retirement.

Section 35.6 Bargaining unit members who are hired by the City on or after September 1, 2014, and who retire from employment with the City shall be paid for 25% of the employee's accumulated but unused sick leave, but such payout shall not exceed 25% of 960 hours. In the event that the City raises the percentage and accumulated limit for non-bargaining employees, the higher amounts will apply to members of this bargaining unit. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. The payment shall be based on the employee's straight time hourly rate of pay in effect at the time of retirement and shall be made only once to any one employee.

Section 35.7 Retirement means that the individual would be qualified for immediate receipt of retirement benefits from the Ohio Police and Fire Pension Fund (OP&F) at the time of his/her separation from service with the City of Bowling Green. The employee must separate his/her service for this payment, it does not include participation in the DROP Program.

Section 35.8 If an employee obtains public sector employment following his retirement from the City of Bowling Green, other than re-employment with the City of Bowling Green, he will be able to obtain information from the City that certifies to the future employer the number of accrued sick leave hours for which he did not receive compensation, in accordance with Section 35.5 above, at the time of retirement. However, if the employee returns to employment with the City of Bowling Green he will not be able to receive credit for those accrued sick leave hours for which he did not receive compensation at the time of retirement.

Section 35.9 No sick leave may be granted to any employee upon or after the employee's retirement.

Section 35.10 Sick leave shall be counted as hours worked for purposes of calculating overtime.

Section 35.11 Any employee killed in the line of duty shall have 100% of his accumulated but unused sick leave paid to his designated survivor(s) or to his estate.

Section 35.12 A bargaining unit member who dies while still employed by the City, but not in the line-of-duty, shall have a portion of his accumulated but unused sick leave paid to his designated survivor(s) or to his estate at the following rates:

a. 25% of accrued, unused sick leave hours to 1500 hours; plus
b. 50% of accrued, unused sick leave hours beyond 1500 hours.

The payouts shall be at the employee's rate of pay at the time of death. This does not apply to those employees who are killed in the line-of-duty.

Section 35.13 The sick leave payout at retirement may be paid out in installments, at the City's option, as outlined below, when written notice of a retirement has not been received by the Personnel Director by November 1st in the prior calendar year. This first takes effect beginning November 2008 for retirements occurring in 2009 or thereafter.

A. If the employee is entitled to receive payment for 240 hours or less, it shall be paid within thirty (30) days following verification of any of the above occurrences.

B. If the employee is entitled to receive payment for 241 to 750 hours, the payment may be made in two (2) equal annual installments.

C. If the employee is entitled to receive payment for more than 750 hours, the payment may be made in three (3) equal annual installments.

SECTION 35.14 Payment for sick leave on the bases outlined in Sections 35.5, 35.6, 35.11, 35.12, and/or 35.13 shall be considered to eliminate all sick leave credit accrued by the employee at that time. The payment(s) shall be based on the employee's straight-time hourly rate of pay in effect at the time of retirement.

ARTICLE 36
COMPENSATORY TIME

Section 36.1 Any employee of the Police Division may elect to take compensatory time off in place of overtime pay.

Section 36.2 If an employee elects to accumulate compensatory time in lieu of overtime pay for any overtime worked, the employee must request the compensatory time using the applicable form. Request for compensatory time must be submitted to the employee's immediate supervisor no later than the day on which the overtime was worked, otherwise the employee will be paid for the overtime. Requests for leaves chargeable to compensatory time must be submitted to the employee's immediate supervisor no later than three (3) calendar days prior to the date of the leave, unless waived by the Chief or his designee,

except that requests of ten (10) hours or less may be granted by the employee's immediate supervisor without the requirement for the advance notification. The minimum time of request and approval shall not be less than one-half (1/2) hour and cannot be granted in less than one-half (1/2) hour increments. If the immediate supervisor and the Chief of Police concur in granting the compensatory request, the form shall be approved and forwarded to the Finance Department where all records for compensatory time shall be maintained.

Section 36.3 No employee may accumulate more than eighty (80) hours of unused compensatory time credit at any one time.

Section 36.4 Approval authority for the granting of compensatory time off in lieu of overtime pay rests with the Chief of Police or his designee. Any request for compensatory time in which the request is for more time than the employee has accumulated but unused or in which the eighty- (80-) hour accumulation limit has been reached cannot be approved.

Section 36.5 Compensatory time shall be accumulated at the rate of one and one-half (1 1/2) hours of compensatory time for each hour of overtime worked. Employees whose employment is terminated for any reason are entitled to compensation for any accumulated but unused compensatory time not to exceed eighty (80) hours. The rate of compensation for each compensatory time hour in this situation shall be the greater of:

1. The average regular rate for the last three years of employment; or

2. The regular rate in effect for the employee at the time of separation.

Section 36.6 Compensatory time shall only be granted for overtime work which was required and approved by the appropriate supervisor.

Section 36.7 Compensatory time shall be counted as hours worked for purposes of calculating overtime.

ARTICLE 37
MAINTENANCE OF SICK LEAVE AND VACATION RECORDS

Section 37.1 A permanent record of sick leave including sick leave accumulated and sick leave used shall be maintained by the City for all employees covered by this Agreement.

Section 37.2 A permanent record of vacation information, including years of service for vacation credit accumulated and used, shall be maintained by the City for all employees covered by this Agreement.

Section 37.3 Other records of leave including compensatory time, civic leave, and funeral/bereavement leave shall be maintained by the City for all employees covered by this Agreement.

ARTICLE 38
PARKING PROVISIONS

Section 38.1 The City shall provide for each employee, at no cost to the employee, parking

privileges when working.

ARTICLE 39
WORK HOURS AND OVERTIME PAY

Section 39.1 Effective December 18, 2000 for sworn command personnel only, the normal work period shall be a fourteen (14) day cycle. Base hours within the City prescribed bi-weekly pay periods will amount to 80 hours. The employee work schedule will be assigned by the appropriate supervisor.

Section 39.2 Command Officers covered by this agreement shall be paid one and one-half times (1 ½) their regular straight-cycle hourly rate of pay for all hours worked in excess of eighty (80) hours in a work cycle; except when 80 hours are exceeded as a result of voluntarily trading days with another employee. Mandatory assignments outside an employee's normal work cycle shall be paid at one and one half (1 ½) times the employee's straight-time hourly rate.

Section 39.3 There shall be no pyramiding of overtime or premium pay for the same hours.

Section 39.4 Shift differential shall be added to the base hourly rate of an employee in computing his overtime rate.

Section 39.5 Management will have the option to change shifts from ten (10) to eight (8) or twelve (12) hours with fifteen-(15-) day's notice of pending change to the Union.

ARTICLE 40
UNIFORM/CLOTHING

Section 40.1 A uniform/clothing allowance of up to $650.00 per year shall be paid by the City for those employees covered by this agreement.

Section 40.2 A complete initial issue of all appropriate uniforms and equipment shall be provided by the City to each employee of the Police Division upon initial employment and prior to the completion of the probationary period.

Section 40.3 In all instances in which uniforms or other specific styles of clothing are required, the cleaning and laundering of such uniforms and clothing shall be provided and paid for by the City.

Section 40.4 The City shall not require advance approval of purchases by employees under this Article. However, the allowance shall only be expended by the City for clothing required to be worn by the City or police equipment.

Section 40.5 When the City provides covered employees' apparel, the value may be considered a taxable fringe benefit by the IRS. If the item is deemed an eligible taxable fringe benefit, the item and its cost will appear on the employee's annual W-2.

ARTICLE 41
SEVERANCE PAY

Section 41.1 Upon separation employees shall be paid for all accumulated but unused and unpaid vacation, compensatory time, regular pay, and overtime pay due and owed them as of their last date of employment. Upon retirement, accumulated but unused sick leave shall be paid as provided elsewhere within this Agreement.

Section 41.2 In the case of death, the above payments shall be made to the employee's spouse or other beneficiary as provided by statute.

Section 41.3 Upon separation and presentation of purchase documentation by the City, employees shall surrender all property purchased with City funds.

ARTICLE 42
WAGES

Section 42.1 The following salary schedule is established for the members of the Bowling Green Police Command Officers' Association effective 12:01 a.m., August 18, 2014.

Section 42.2 All Police Division employees shall be paid on a bi-weekly basis.

Section 42.3 The bi-weekly compensation for all members of the bargaining unit shall be based on the number of hours actually worked during the bi-weekly pay period. The hourly rate of compensation is listed in Section 42.4 below.

Section 42.4 Salary Schedule:

	8/18/2011	8/18/2014	8/18/2015	8/18/2016
Sergeant	$ 33.12	$ 34.11	$ 35.13	$ 36.18
Sergeant 1*		$ 34.35	$ 35.37	$ 36.42
Sergeant 2*		$ 34.59	$ 35.61	$ 36.66
Sergeant 3*		$ 34.83	$ 35.85	$ 36.90
Sergeant 4*		$ 35.07	$ 36.09	$ 37.14

Lieutenant	$ 36.57	$ 37.67	$ 38.80	$ 39.96
Lieutenant 1*		$ 37.91	$ 39.04	$ 40.20
Lieutenant 2*		$ 38.15	$ 39.28	$ 40.44
Lieutenant 3*		$ 38.39	$ 39.52	$ 40.68
Lieutenant 4*		$ 38.63	$ 39.76	$ 40.92

*Requirements follow for Step Eligibility: Steps 1 – 4 Requirements for Both Sergeant and Lieutenant:

Step 1- Completion of/current certification for the following:
(Police Executive Leadership College (PELC)).

Step 2- Completion of Step 1 and successful completion of one of the following:
(Northwestern School of Police Staff and Command (NUTI); Southern Police Institute (SPI); Public Safety Leadership Academy sponsored by the Ohio State Highway Patrol.

Step 3- Completion of Step 1 and Step 2 as well as completion of the following:
Certified Law Enforcement Executive training (CLEE), sponsored by the Ohio Association of Chiefs' of Police.

Step 4- Completion of Step 1, Step 2 and Step 3, as well as completion of one of the following:
(Federal Bureau of Investigation National Academy; CALEA Accreditation Manager training: CALEA Assessor training).

Section 42.5 The selection of supervisory personnel to attend any of the aforementioned training in Section 42.4 will be at the discretion of management.

ARTICLE 43
RESERVED

ARTICLE 44
LIGHT DUTY

Section 44.1 When an employee becomes physically incapacitated (due to a non-duty related injury or illness) for the performance of normal duties of his/her position as determined by the appropriate medical authority, the employee should first use accumulated but unused sick or other forms of accrued leave. In accordance with Article 54, "Family and Medical Leave Act of 1993," leave taken for this purpose shall count toward an eligible employee's annual entitlement to 12-weeks of Family and Medical Leave. Eligibility for Family and Medical Leave is defined in Article 54 of this contract.

Section 44.2 If the employee is unable to perform his/her normal duties as determined by a medical authority, the employee may be temporarily placed into a position which is less strenuous, if one is available, for a period of time not to exceed three (3) months. Depending upon the facts in each individual case, the Municipal Administrator may extend the temporary light duty opportunity for not more than three (3) additional months. Employees are required to request consideration for a light-duty work assignment themselves. In order to be considered for a light-duty assignment employees will be

required to sign a medical release so that the City may contact the employee's physician(s) about the type of work duties that the employee may perform.

Section 44.3 The Police Chief or his designee shall decide on a case-by-case basis if there are light duty assignments available that fall within the restrictions that the employee has been placed under by their physician(s). The distribution of light duty assignments and/or refusal to establish a light duty assignment is solely the decision of the Police Chief or his designee, and such decisions shall not be grievable.

Section 44.4 If no light duty assignments are available then the employee must remain off work pursuant to a release from their physician(s) that they can perform their full duties or until such time as a light duty assignment occurs which meets the physical restrictions/limitations of that employee. During this period of time the employee will have to use other accrued leave time, such as vacation and compensatory time, in order to remain in a paid status.

Section 44.5 Light duty assignments for work-related illnesses and injuries shall take precedence over non-duty related illnesses and injuries. An employee, who is working in a light duty capacity because of a non-work related illness or injury, may be displaced from that light duty assignment if the City needs to place another employee, who has a valid work-related illness or injury, into a light duty/transitional work assignment.

Section 44.6 Prior to any employee being temporarily placed into a light duty because of an off-duty injury or illness, the employee must provide to the City both a release signed by their physician(s) that the light duty assignment meets the requirements of the physical restrictions that the doctor has placed on the employee and a specific listing of the physical restrictions under which the employee is released to work. The purpose of the physician's release and physical restrictions listing is to ascertain if the employee is physically capable of performing the duties required of the light duty position. While working in a light duty capacity the employee must provide to the City every two weeks an updated release from their physician(s) establishing the current physical restrictions under which the employee is released to work.

Section 44.7 If at the end of the temporary reclassification to a less strenuous position and/or complete exhaustion of all accumulated leave time and/or Family Medical Leave the employee is still unable to perform the normal duties of his/her position, an extension of the temporary reclassification will not be granted and employment with the City may be terminated.

ARTICLE 45
SHIFT AND WEEKEND DIFFERENTIAL

Section 45.1 Additional compensation for shift differential shall be paid by the City in accordance with the following:

Full-time employees of the Police Division shall receive, in addition to other compensation, the sum of forty (40) cents per hour for each hour worked on the employees scheduled second or afternoon shift; the sum of forty (40) cents per hour for each hour worked on the employees scheduled third or midnight shift. Additional compensation of forty (40) cents per hour shall be paid for all employees scheduled hours worked during a weekend.

Section 45.2 Such additional shift and weekend differential compensation shall only be paid for those hours which the employee actually works and will not be paid for any hours while the employee is on any form of leave.

Section 45.3 Such additional shift differential compensation shall not be paid to Police Division employees who work during the above-described shifts as a result of their acceptance of overtime, nor shall such additional compensation be paid for any hours worked beyond the employee's regularly scheduled shift.

ARTICLE 46
ACTING TIME

Section 46.1 When the Chief of Police or his designee determines it is necessary to temporarily assign an employee to perform the duties of a position above that which the employee currently holds for periods of more than twenty-eight (28) days, such employee shall be paid the pay rate of the higher classification.

Section 46.2 The employee so assigned must be assigned to and perform functions that are normally performed by an occupant of the higher classification in order to receive the higher compensation.

ARTICLE 47
DISTRIBUTION OF CONTRACT

Section 47.1 Within thirty (30) calendar days after the execution of this Agreement, the City shall provide an electronic copy of the Agreement to every employee within the Police Division included within the scope of this Agreement. The electronic copy of the Agreement shall be emailed to each employee's City e-mail address. Any employee, who becomes a member of this Unit after the execution of this Agreement, shall be provided with a copy of this Agreement by the City without charge at time of promotion.

Section 47.2 A table of contents with page references shall be included at the front of the Agreement when provided to the employees.

ARTICLE 48
SAVINGS CLAUSE

Section 48.1 Any subject addressed in this Agreement supersedes and replaces all pertinent statutes, resolutions, rules, and regulations on that subject over which it has authority to supersede and replace. If a court of competent jurisdiction declares any provision of this Agreement to be invalid, such provision shall be of no further force and

effect, but the remainder of the Agreement shall remain in full force and effect.

Section 48.2 The parties agree that should any provision of this Agreement be found to be invalid, upon written request by either party, they will schedule a meeting within thirty (30) calendar days at a mutually agreeable place and time to bargain collectively over alternative language on the same subject.

ARTICLE 49
MEETINGS

Section 49.1 One Union officer or designee shall be granted at least three days each year off with pay for the purpose of attending union conventions or other similar union functions. Such time off will not affect accumulated sick leave, vacation leave, overtime pay computations, or seniority anniversary dates, nor will it constitute a break in service. The Union shall provide at least ten (10) calendar days' notice of said days off. The absence of an officer pursuant to this section shall not cause the City to incur additional expense (overtime) if a replacement is necessary.

Section 49.2 Not more than three (3) elected union officers may flex their regular shift assignments in order to participate in scheduled contract negotiations meetings with the City. Flexing of schedules may be done, only if it does not result in overtime to the City.

ARTICLE 50
WAIVER IN CASE OF EMERGENCY

Section 50.1 The City shall be permitted to waive any provisions of this Agreement restricting management's right to utilize personnel in order to function effectively under declared conditions of emergency. Time limits for the Employer's or the Union's replies on grievances shall also be temporarily suspended during any declared emergency.

Section 50.2 Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

ARTICLE 51
ZIPPER CLAUSE

Section 51.1 Any right arising under the terms of the newly negotiated agreement shall not be applicable to any situation occurring prior to the effective date of that agreement.

Section 51.2 In the absence of a Union waiver of its right to bargain over a particular issue, the parties hereto recognize and agree that nothing within this Agreement shall be construed to abridge, delete, or eliminate the right and/or obligation of either to bargain collectively on matters affecting wages, hours, terms, or conditions of employment made "mandatory subjects" of bargaining pursuant to O.R.C. 4117.11(A)(5), 4117.01(G), 4117.03(A), and 4117.08(A).

ARTICLE 52
PHYSICAL FITNESS

Section 53.1 The parties agree that the Cooper Institute for Aerobic Research (CIAR) fitness tests and standards for general population will be utilized to test the fitness levels of the sworn police officers covered by this agreement.

Section 53.2 The Departmental Fitness Test will consist of an incentive component and it will comply with the most recent CIAR standards governing that component. The incentive component, is VOLUNTARY and will be based on cumulative percentages with monetary rewards assigned to each percent bracket. Eligible employees can only receive incentive pay once per year, and can only receive incentive pay for the year during which the test was taken. Listed below are those brackets and their corresponding incentive pay:

Score	Incentive Pay
70%-79%	$800
80%-99%	$1,000

Section 53.3 The parties agree that the physical fitness requirements set forth below govern all sworn personnel.

A. Physical fitness for Sworn Personnel:

1. Annual testing will occur during the month of March or April of each year, as designated by the Chief of Police. The test will comply with the standards set by the Cooper Institute of Aerobic Research protocols for general population.

2. The battery of tests will be: Sit and reach, vertical jump, 12 min run, max one rep bench press, max one rep leg press, and sit ups.

3. All sworn personnel wishing to participate in the incentive test must sign up for a time slot, once the schedule is posted. The incentive test will only be administered one time per year.

4. To participate in the incentive test, sworn personnel must complete the assigned battery of tests. No alternate tests will be offered and no doctor's notes will be accepted to allow alternate tests or alternate test dates.

5. Individuals who receive a maximum score during the incentive test shall receive a Letter of Commendation from the Chief of Police. A copy of the document shall be placed in the officer's personnel file.

6. To calculate the officer's cumulative percentage, the Police Division Fitness Instructor will add the officers individual test score for each category and then divide by the number of tests. For the vertical leap, officers who jump at least 16 inches will receive a score of 100% for the event, Officers unable to jump at least 16 inches will receive a 0% for the event.

7. Since this is a voluntary test, there will be no disciplinary action for those employees who fail to pass the physical fitness test.

ARTICLE 53
FAMILY AND MEDICAL LEAVE ACT OF 1993

Section 53.1 The Union agrees to the requirements as contained in the City's Family Medical Leave Policy, as detailed in the City of Bowling Green's Administrative Instruction No. 33.

ARTICLE 54
DAYLIGHT SAVINGS TIME

Section 54.1 All employees who are working when the time changes from Eastern Standard Time to Eastern Daylight Savings Time in the spring, (a seven hour shift), shall be paid for an 8 hour shift.

Section 54.2 All employees who are working when the time changes from Daylight Savings Time to Eastern Standard Time in the fall, (a nine hour shift), shall be paid for a 9 hour shift.

ARTICLE 55
MEDICAL LEAVES OF ABSENCE WITHOUT PAY

SECTION 55.1 If an employee remains sick, injured or hospitalized, or in a state of recovery therefrom after all accrued but unused leave time and Family and Medical Leave due such employee is exhausted, the employee may be granted a medical leave of absence without pay for a non-duty related personal injury or illness. Leaves of absence for medical reasons may be granted by the Municipal Administrator for a period not to exceed six (6) months depending upon the specific facts of the case. Extension beyond six (6) months will require the Mayor's personal approval.

SECTION 55.2 Employees or their designees are responsible for submitting written, signed, and dated requests for medical leaves of absence without pay to the Municipal Administrator and/or Mayor. Barring extenuating circumstances, which will be reviewed on a case-by-case basis, such requests must be submitted prior to the start to the medical leave of absence without pay.

SECTION 55.3 If a medical leave of absence without pay has been granted by the Municipal Administrator, the City will pay for its portion of any medical or dental insurance premiums falling due within the thirty- (30-) calendar day period following the complete exhaustion of any time due to the employee. After the expiration of that thirty- (30-) calendar day period, the employee may continue to be insured under the City's group medical and/or dental plan during the period of the medical leave of absence without pay provided the employee assumes responsibility for premium payments.

SECTION 55.4 If the employee fails to return to work after the medical leave of absence without pay has been exhausted, his/her employment may be terminated.

ARTICLE 56
INOCULATIONS

Section 56.1 Employees of the City who are exposed to increased risks of Hepatitis-B, as result of their duty requirements, may receive at City expense, appropriate inoculations for protection against this disease. This service must be approved by the Personnel Director or his/her designee based on reasonable medical evidence. This service will be performed by a physician hired by the City, by the Wood County Health Department, or by the employee's family physician, if that person is more readily available. The cost of the inoculation will be paid directly by the City to the medical care provider. Inoculations are voluntary and are provided for the protection of City employees.

Section 56.2 If an employee suffers a work-related injury, which is approved as a Workers' Compensation claim through the State of Ohio, and he/she requires either a tetanus or typhoid fever shot, and said shots are not authorized for payment through either the Bureau of Workers' Compensation or the City's insurance provider, then the City will pay for those inoculations also.

ARTICLE 57
MEDICAL EXAMINATIONS

SECTION 57.1 The City may require an employee returning from sick leave or injury leave to submit to a physical examination, pertaining to the injury or illness, by a doctor of the City's choosing at the City's expense when the City reasonably believes that the employee is physically unable to perform assigned duties. In the event that the employee's physician and the doctor chosen by the City are unable to agree that the employee is capable of performing the essential functions of his/her job classification, the two (2) doctors shall select a third doctor to examine the employee. The decision of the third doctor concerning the capability of the employee to perform the essential functions of the job shall be binding on the City, the Union, and the employee.

ARTICLE 58
DIRECT DEPOSIT OF PAY

SECTION 58.1 Effective August 18, 2003, all bargaining unit employees covered under this agreement shall be required to participate in the City's program for the direct deposit of payroll.

ARTICLE 59
INTERNAL REVENUE SERVICE SECTION 125 PLAN

Section 59.1 The City will administer an I.R.S. Section 125 Plan to allow a pre-tax deduction of the employee's share of premiums paid for medical and dental insurance or flexible spending accounts. Any administration fees assessed for participation in the medical reimbursement and/or the dependent care reimbursement programs shall be paid by the participating employees. To participate in the Section 125 plan, an employee must meet the conditions for eligibility of the insurance policy(ies) which provide the benefits, be responsible for paying all or part of the applicable premiums/contributions, and complete and file the necessary forms with the City.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed hereto and have set their hands this 15th day of October, 2014.

ON BEHALF OF THE BOWLING GREEN POLICE COMMAND OFFICER'S ASSOCIATION

Jason Stanley
President

Daniel Mancuso
Secretary/Treasurer

Justin White

ON BEHALF OF THE CITY OF BOWLING GREEN

John S. Fawcett
Municipal Administrator

Barbara A. Ford
Personnel Director

Brian Bushong
Finance Director

Bradford Conner
Police Chief

Tony Hetrick
Police Deputy Chief

STATE EMPLOYMENT
RELATIONS BOARD

2014 OCT 20 PM 2:35

AGREEMENT BETWEEN THE CITY OF BOWLING GREEN, OHIO

AND

THE BOWLING GREEN POLICE COMMAND OFFICERS' ASSOCIATION

AUGUST 18, 2014 TO AUGUST 17, 2017

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ARTICLE 1
PREAMBLE

This agreement is hereby entered into by and between the City of Bowling Green, Ohio, hereinafter referred to as the "Employer" or the "City" and the Bowling Green Police Command Officer's Association, hereinafter referred to as the "BGPCOA" or the "Union".

It is the purpose of this Agreement to achieve and maintain a satisfactory and stabilized employer/employee relationship, to promote improved work performance, to provide an opportunity for the Union and the Employer to negotiate on matters pertaining to wages, hours, or terms and other conditions of employment, and to provide for orderly, harmonious, and cooperative employee relations in the interest not only of the parties, but of the citizens of Bowling Green, Ohio.

ARTICLE 2
REPRESENTATION

Section 2.1 The Bowling Green Police Command Officer's Association shall be the sole and exclusive representative and bargaining agent with respect to matters pertaining to wages, hours, or terms and other conditions of employment. All agreements entered into and between the City and the employees covered by this agreement shall be through duly authorized representatives of the Union. Any other agreement shall be of no effect.

Section 2.2 No one shall be permitted to function as a Union representative until the Union has presented the City with written certification of that person's selection.

Section 2.3 The Union shall provide the City with an official roster of all local Union officers and authorized representatives which shall be kept current at all times and shall include:

1. Name
2. Address
3. Home telephone number
4. Union office held

Section 2.4 The union agrees that no official of the Union shall interfere with or disrupt the normal work duties of other employees.

ARTICLE 3
PLEDGE AGAINST DISCRIMINATION

Section 3.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining units without discrimination as to age, sex/gender, disability, marital status, race, color, creed, national origin, union affiliation, religious affiliation, sexual orientation, ancestry, veteran status, military status, gender expression, gender identity, family status, physical characteristics, HIV-status, genetic information, or political affiliation/ideology. The Union shall share equally with the City the responsibility for applying this provision of the Agreement.

Section 3.2 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 shall be construed to include singular, and words whether in the masculine, feminine, or neuter gender shall be construed to include all of the genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted as being discriminatory by reason of sex.

Section 3.3 Neither party shall interfere with, restrain, coerce, or otherwise discriminate against any employee in the bargaining unit for exercising his/her right to join or not to join the Union.

ARTICLE 4
DURATION OF AGREEMENT

Section 4.1 This Agreement shall be effective as of 12:01 a.m. on August 18, 2014, and shall remain in full force and effect until 11:59 p.m. August 17, 2017, provided, however, it shall be renewed automatically on its termination date for another year in the form in which it has been written unless one party gives written notice as provided herein.

Section 4.2 If either party desires to terminate, modify, or amend this Agreement, it shall give written notice no earlier than one hundred twenty (120) calendar days prior to the expiration date nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within fourteen (14) calendar days upon receiving notice of intent.

Section 4.3 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 the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union, and all prior agreements, either verbal or written, are hereby cancelled. Therefore, the Employer, the employees, and the Union for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, unless otherwise specifically provided herein, to bargain collectively or individually with respect to any subject matter even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 5
DUES DEDUCTIONS

Section 5.1 The City agrees to deduct regular Union dues, once each month on the second paycheck of each calendar month, from the pay of any employee who is a member in the Union, upon receiving written authorization, signed individually and voluntarily, by the employee. The signed payroll deduction form must be presented to the Finance Director by the Union. Upon receipt of the proper authorization, the City will deduct Union dues the next payroll period in which such dues are normally deducted following the pay period in which the authorization was received by the City.

Section 5.2 All payroll deduction authorization cards shall be honored by the City for the remainder of the calendar year in which they are submitted and shall be automatically renewed for an additional one-year period on January 1 of each year unless they are revoked in accordance with the following procedures:

No earlier than December 1 nor later than December 31 of any year, any employee desiring to revoke his authorization for payroll deduction of union dues shall submit a signed revocation request to the Finance Director and Union president. Payroll deduction of union dues shall cease the next pay period following the pay period in which the revocation request is received.

The above procedures for authorizing or revoking payroll deduction of union dues shall not be construed as requiring an employee to become a member of the Union or remain a member of the Union as a condition for securing or retaining employment.

Section 5.3 It is specifically agreed that the City assumes no obligation, financial or otherwise, arising out of the provisions of this section and the Union hereby agrees that it will indemnify and hold the City harmless from any claims, actions, or proceedings by any employee arising from deductions made by the City hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 5.4 The City shall be relieved from making such deductions upon the employee's (a) termination of employment, (b) layoff from work, (c) an agreed leave of absence, or (d) revocation of the authorization by the employee. Employees who either revoke their authorization or fail to join the Union shall be required to permit the City to deduct from their payroll checks that percentage proportion of the regular union dues paid by members of the Union which are devoted by the Union to legal expenses and collective bargaining expenses. Non-members shall not be required to contribute that percentage of the regular union dues spent by the Union on other activities. The Union, upon request, shall annually provide an accounting to each revoking member or non-member as aforesaid generally describing the percentage breakdown set forth herein. At the request of the revoking member or non-joining member, the Union shall present evidence of actual expenses during the preceding calendar thirty-six (36) months to verify the proportionate share of regular union dues to be paid by said non-member.

Section 5.5 The City shall not be obligated to make deductions of any kind from any employee who, during any deduction month involved, shall have failed to receive sufficient wages to equal the deduction.

Section 5.6 It is agreed that neither the Employees nor the Union shall have a claim against the City for errors in the processing of deductions unless a claim of error is made to the City, in writing within ten (10) calendar days after the date such error is claimed to have occurred. If it is found that an error occurred, it will be corrected at the next pay period that Union deductions are normally made by deducting the proper amount necessary to correct the error. Payroll collection of dues shall be authorized for the exclusive bargaining representative only and not for any other organization attempting or alleging to represent the employee within the bargaining unit.

Section 5.7 One (1) month's advance notice must be given to the Finance Director prior to making any changes in the individual's deduction. The City agrees to furnish the treasurer a warrant in the aggregate amount of the deductions authorized by Section 5.1 of this Article within five (5) calendar days of the date on which the payroll checks which contained the deductions were issued.

ARTICLE 6
MANAGEMENT RIGHTS

Section 6.1 The parties hereto agree that the City, on its own behalf and on behalf of its citizens, shall continue to exercise all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws, and Constitutions of the State of Ohio and the United States, the City Charter, and ordinances of the City of Bowling Green, and any lawful modifications made thereto, except as modified by the express terms of this Agreement.

Section 6.2 The parties hereto agree that the City shall be solely responsible to:

(1) Determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organization structures;

(2) Direct, supervise, evaluate, or hire employees;

(3) Maintain and improve the efficiency and effectiveness of governmental operations;

(4) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

(5) Suspend, discipline, demote, discharge for just cause, layoff, transfer, assign, schedule, promote, or retain employees except as herein specifically limited;

(6) To establish and administer the current classification system, except as herein specifically limited;

(7) Determine the adequacy of the work force;

(8) Determine the overall mission of the Employer as a unit of government;

(9) Effectively manage the work force;

(10) Take the actions to carry out the mission of the public Employer as a governmental unit.

ARTICLE 7
EMPLOYEE BILL OF RIGHTS

Section 7.1 Employees of the Police Division included within the scope of this Agreement shall be entitled to the following rights as they relate to non-criminal charges against an employee for violation of Police Division policies, rules, and regulations. An employee being investigated for possible criminal charges shall be afforded the same constitutional rights as are required to be provided to any other citizen.

EMPLOYEE RIGHTS

A. Any time that the Police Chief or his designee conducts a disciplinary hearing with an employee in which the disciplinary action anticipated is a suspension with pay, a suspension without pay, reduction, or discharge, the employee shall be advised of his rights to have a Union representative and/or other representative of his choosing present in accordance with the disciplinary procedures contained herein. In any disciplinary hearing, each party shall have the right to question the other party's witnesses.

1. Before an employee may be charged with any violation of division rules and regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer questions or participate in such investigation may be made the basis for such a charge.

2. Any interrogation, questioning, or interview shall be conducted at a reasonable hour, preferably while the person to be interrogated or interviewed is on duty. Such sessions shall be for reasonable periods of time and time shall be allowed for rest period(s) and for other physical necessities.

3. The employee shall be informed in writing of the specific nature of the investigation prior to any questioning.

4. There shall be no press release by the City, the Union, or the employee regarding the employee under investigation until such investigation is completed and the employee is either cleared or charged.

5. When an employee suspected of a violation of Division policies, rules, or regulations is being interrogated, such interrogation shall be recorded at the request of either party. The party requesting the recording shall be responsible for the cost unless both parties desire a copy, wherein the cost shall be equally shared. In addition, the party requesting the recording shall be responsible for providing the appropriate recording equipment.

6. An employee who has been charged with a violation of any division policy, rule, or regulation shall, upon request, be provided the opportunity to obtain copies, at current reproduction cost, of transcripts, recordings, written statements, and any other material relating to the charges as a condition of its use at a hearing or interrogation on such charge. Such request must be made not less than 24 hours prior to the scheduled hearing; however, the parties may waive the 24-hour provision in the event of extenuating circumstances.

7. In the course of an internal investigation, a polygraph examination will be administered only with the consent of the employee under investigation. When such polygraph examination is conducted with the consent of the employee under investigation, the result of such examination shall not be used by either party for any purpose in any subsequent court action.

B. When a confidential or anonymous complaint is made against an employee, following the initial investigation the employee shall be interviewed and apprised of the circumstances and specific facts relating to the complaint. In the event there is corroborative evidence, the employee shall be required to submit to interrogation and/or make a report or statement. All hearings and interrogations shall be continued for a period of at least 24 hours at the request of the charged employee. The employee shall be advised of this right prior to the commencement of any hearing or interrogation.

ARTICLE 8
SAFETY AND WELFARE

Section 8.1 The City shall make reasonable provisions for the safety, health, and welfare of Police Division employees. The Union agrees to work cooperatively in maintaining safety within the Police Division.

Section 8.2 The City will determine, furnish and maintain the necessary tools, facilities, vehicles, supplies, and equipment required for the employees to safely carry out their duties. Employees are responsible for reporting known unsafe conditions or practices, and for properly using and caring for tools, facilities, supplies, and equipment provided by the City.

ARTICLE 9
WORK RULES AND REGULATIONS

Section 9.1 The Union recognizes that the Employer or his designee(s), in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies, procedures, and directives consistent with statutory authority to regulate the personal conduct of employees and the conduct of the Employer's services and programs.

Section 9.2 Work rules, regulations, policies, procedures, and directives shall not violate any provision of this Agreement.

Section 9.3 Work rules, regulations, policies, procedures, and directives shall be interpreted and applied uniformly to all employees within the bargaining unit(s).

Section 9.4 The City has the right to mandate either an eight hour shift or a ten hour shift for employees covered by this collective bargaining agreement.

Section 9.5 The parties agree that they will not change the wages, hours, and conditions of employment during the term of this contract except as reserved to management as management rights and not in direct violation of this agreement. But for extenuating circumstances (officer's safety, public safety, or change of law), when changing policies or procedures, the City will provide the Union with all changes at least fifteen (15) work days prior to their taking effect. The Union must demand to bargain during the fifteen (15) work day period which commences when two union officers have received the proposed policy or

procedure. If the parties do not agree on whether the City may unilaterally change a policy or procedure, then the Union's only recourse is arbitration as set forth in Article 17, Section 17.3, Step 4 of this agreement. If the parties are unable to negotiate an agreement within fifteen (15) work days of the arbitrator's decision the matter will be resubmitted to the same arbitrator for resolution. The parties further agree that any discussion or negotiation over changed policies or procedures does not constitute an admission or recognition that the policies or procedures at issue are outside the bounds of management rights.

Section 9.6 This article shall not be interpreted in any manner to relieve any employee of his responsibilities to follow the established rules and procedures of good conduct necessary to preserve the good order and discipline of the Police Division.

Section 9.7 All employees shall have access to all written work rules, regulations, polices and procedures.

ARTICLE 10
SENIORITY

Section 10.1 Seniority is defined as continuous service from the last date of hire and shall be applied first by rank, second by continuous service in rank, third by continuous service with the Police Division, and last by the order of their ranking on the Civil Service eligibility list relating to their current rank.

Section 10.2 The preceding definition of seniority shall be applied where appropriate in this Agreement.

ARTICLE 11
PROMOTIONS

Section 11.1 No position above the rank of Patrolman within the Police Division shall be filled by original appointment. This article shall apply only to promotion to the classification of Lieutenant. Vacancies in positions above the rank of Patrolman shall be filled by promotion from among persons holding positions in a rank lower than the position to be filled. No position above the rank of Patrolman shall be filled by any person unless he has first
passed a competitive written promotional examination. Promotion shall be by successive ranks so far as is practicable, and no person shall be promoted to a position in higher rank who has not served at least twelve (12) months in the next-lower rank. No competitive promotional examination shall be held unless there are at least three (3) persons eligible and willing to compete. Should it be determined that there are fewer than three (3) persons holding positions in the rank next lower than the position to be filled, who are eligible and willing to compete, the persons holding positions in the then next-lower rank who are eligible shall be allowed to compete with the persons holding positions in the rank lower than the position to be filled. An increase in salary or other compensation of anyone holding a position in the Police Division, beyond that fixed for the rank in which such position is classified, shall be deemed a promotion, except as provided in Section 124.491 of the Revised Code of Ohio.

Section 11.2 If the Mayor determines that a vacancy exists in a position above the rank of Patrolman, and there is no eligible list for such rank, the Civil Service Commission shall, within sixty (60) calendar days of such vacancy, hold a competitive written promotional examination. After such examination has been held and an eligible list established, the Commission shall forthwith certify to the Mayor the names of the three (3) persons receiving the highest scores. Upon such certification, the appointing authority shall appoint one of the three persons so certified within thirty (30) calendar days from the date of such certification. If there is an eligible list, the Commission shall, where there is a vacancy, immediately certify the names of the three (3) persons having the highest scores, and the appointing authority shall appoint one of the three persons so certified within thirty (30) calendar days of the date of such certification.

Section 11.3 No additional credit for military service shall be allowed in promotional examinations.

Section 11.4 After a promotional examination has been held and prior to the grading of such examination papers, each participant in said promotional examination shall have a period of five days, exclusive of Saturdays, Sundays, or holidays, to inspect the test materials in accordance with the requirements established by the company that provides the test materials. Any protests shall be in writing and shall remain anonymous to the Civil Service Commission. All protests with respect to a promotional examination shall be determined by the Commission within a period of not more than five (5) days exclusive of Saturdays, Sundays, and holidays, and the Commission's decision shall be final. If the Commission discovers that an error exists with the test then it shall correct the examination scores that are affected within five (5) days of its finding of such error(s).

Section 11.5 After the grading of such examination papers, any participant in the examination who deems his/her examination papers have been erroneously graded shall have the right to appeal to the Commission, and said appeal or appeals shall be heard by the Commission.

Section 11.6 The public notice of a holding of a promotional examination for a position or positions in the Police Division shall, unless waived by all persons eligible to participate, be published not less than thirty (30) days prior to the examination and shall contain a description of the source material from which the examination questions are prepared. Such source material shall be equally accessible to all examinees. Failure to comply with this requirement shall make void the pursuant examination, unless all participants in the examination have voluntarily agreed to waive this requirement.

Section 11.7 Prior to the interview process, candidates may be requested to supply to the interviewing committee written statements/essays concerning such topics as their goals for the future in organization, their previous successes, or any other job related topics.

ARTICLE 12
REDUCTION IN FORCE

Section 12.1 The City agrees that in the event that the possibility of a lay-off exists, or is contemplated, affecting employees of the Police Division, the City will notify the Union representatives by written notice no later than twenty-one (21) calendar days prior to the first day of the possible lay-off. Such notification shall be for the purpose of establishing discussions between the parties in order to develop mutually acceptable alternatives to prevent or overcome the need for the proposed lay-off. Upon request of the Union, the City

shall conduct a labor/management conference within said 21 days to discuss proposed lay-offs.

Section 12.2 When it becomes necessary in the Police Division, through lack of work or funds or for other causes, to reduce the force of such Division, lay-offs shall be conducted on a classification basis as determined by the City. Employees will be laid off from the affected classification in accordance with their seniority with the employee(s) with the least seniority being laid off first. An employee laid off shall be allowed to bump less senior employees in positions for which the senior employee is qualified. When a position above the rank of Patrolman is abolished and the incumbent in that position has been permanently appointed, the officer with the least seniority within the rank of the position abolished shall be demoted to the next lower rank and the officer in the next lower ranks shall be demoted, and so on down until the person with the least seniority has been reached, who shall be laid off.

Section 12.3 Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff. An employee may be recalled to any position for which he is qualified. If the position he held before being laid off subsequently becomes available and if the employee has been recalled to a different position, the employee shall have first option to return to that position.

Section 12.4 If an employee is recalled to a position in a lower-rated job classification, he shall have the right to return to the job classification he held prior to being laid off in the event it subsequently becomes available. The City shall not hire new employees in bargaining unit positions as long as there are still employees on the recall list who are presently physically qualified to perform the work in the affected job classification and are willing to be recalled to said classification.

Section 12.5 An employee to be recalled will be informed of his reemployment in the form of a written notice. This notice shall be considered received by the employee when mailed by certified mail to the last-known address of the employee as shown on the City's personnel records. It shall be the responsibility of each employee on lay-off to keep the City advised of his current address. Within fifteen (15) calendar days after notice of reemployment is mailed, the employee must advise the City in writing of his acceptance of reemployment and his ability to commence employment on the date specified in the notice. Any and all reemployment rights granted to an employee shall terminate upon such employee's failure to respond and to accept within fifteen (15) calendar days any position offered to the employee.

Section 12.6 Employees so laid off may elect to continue hospitalization, medical, and dental coverage by paying the monthly group rate premium in advance each month for a period not to exceed eighteen (18) months. The employee shall pay the City's actual administrative expense for the coverage during the eighteen month period.

ARTICLE 13
PERSONAL SERVICE RECORDS

Section 13.1 Any employee of the Police Division shall be permitted to review his personal service records (Personnel Records) and may receive a copy of any item(s) in his file at current reproduction cost. The City shall not suffer any loss of the employee's services as result of this activity.

Section 13.2 Subject to approval by the State Auditor, and pursuant to Section 149.39 O.R.C., the personal service record of an employee is to be cleared or purged of any offenses upon written request of the employee in accordance with the following schedule:

1. Any reprimand shall be removed (upon the employee's written request) from the record after one (1) year from the date of the reprimand, providing there is no intervening disciplinary action involving a written reprimand during the one-year period.

2. Any suspension of less than thirty (30) days shall be removed (upon the employee's written request) from the record after a period of two (2) years, providing there is no intervening disciplinary action involving suspension during the two-year period.

3. Any suspension of thirty (30) days or more shall be removed (upon the employee's written request) from the record after seven (7) years, providing there is no intervening disciplinary action involving a suspension of thirty (30) days or more during the seven-year period.

ARTICLE 14
BULLETIN BOARDS

Section 14.1 The City shall allow the placement of a bulletin board in an easily accessible, agreed-upon location in the Police Division. Union notices relating to the following matters may be posted without the necessity of receiving prior approval of the Chief of Police.

1. Union recreation and social affairs.
2. Notice of Union meetings.
3. Union appointments.
4. Notice of Union elections.
5. Reports of non-political committees and independent non-political arms of the union
6. Non-political publications, rulings, and policies of the Union
7. Civil Service Board and pension board publications.

Section 14.2 All other notices of any kind not covered in Section 14.1 must receive prior approval of the Chief of Police or his designated representative.

ARTICLE 15
LABOR/MANAGEMENT CONFERENCE

Section 15.1 In the interest of effective communications, either party may, not more than four (4) times yearly unless otherwise mutually agreed, request a labor/management conference. Such request shall be made in writing and be presented to the other party five (5) calendar days in advance of the requested meeting date. The written request will include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. Said conference shall be scheduled during regular business hours (8:00 a.m. - 4:00 p.m.) and shall be limited to two (2) hours. A labor/management conference shall be scheduled as soon as possible from the date requested.

Section 15.2 The purpose of such meetings shall be limited to:

1. Discuss the administration of this agreement.

2. Notify the Union about changes made by the Employer which affect employees.

3. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.

4. Disseminate general information of interest to the parties.

5. Give the Union representative the opportunity to share the views of its members and/or make suggestions on subjects of interest to its members.

6. Discuss ways to increase productivity or improve efficiency.

7. Consider and discuss health and safety matters relating to employees.

Section 15.3 There shall be no more than four (4) representatives for each party in attendance at a labor/management conference, unless otherwise mutually agreed.

ARTICLE 16
TEMPORARY WAGE CONTINUATION/INJURY LEAVE

Section 16.1 The City offers temporary Wage Continuation/Injury Leave to employees who are injured or who contract an occupational disease while in the course of and arising out of employment with the City. An employee who suffers from a compensable industrial injury or illness can, subject to the following criteria, receive regular wages instead of workers' compensation temporary total lost time benefits. Payment for related medical benefits is governed by the Ohio Workers' Compensation system.

Section 16.2 QUALIFICATIONS

1. The injury or illness must be determined to be compensable by the City at the outset of the claim or by the Ohio Industrial Commission. In no event will compensation commence before all initial paperwork is completed and filed with the appropriate agency(ies).
2. Competent medical proof of temporary disability must be provided via the Ohio Bureau of Workers' Compensation (OBWC) *MEDCO-14 Physician's Report of Work Ability Form or any other approved OBWC form.* The attending physician must complete the form in its entirety and affix his/her original signature to the form. Copies are unacceptable. The injured worker must also complete and submit to the City a C-84 form, Request for Temporary Total Compensation.
3. The employee must complete a FROI – *First Report of Injury* application and sign a wage continuation agreement or OBWC C-55 form, medical release, and a City accident report form.

4. In accordance with the Bureau of Workers' Compensation/Industrial Commission rules, the City reserves the right to have the employee examined by a physician of its choice at the City's expense to confirm the medical diagnosis and/or the period of temporary disability or physical restrictions. Failure to submit to examination will result in termination of the temporary wage continuation benefits.

5. In accordance with the City's Family and Medical Leave (FML) policy when an employee is on approved leave related to an approved work-related injury, or illness, whether in a paid or unpaid status, the leave taken shall be counted concurrently towards both Family and Medical Leave and temporary Wage Continuation/Injury Leave.

6. Temporary wage continuation benefits will be paid only for those periods of lost time that otherwise would qualify the employee for receipt of Workers' Compensation temporary total lost time benefits, subject to the following limitations:

Section 16.3 TERMINATION CONDITIONS

Wage continuation payments will cease upon any of the following conditions:

1. Attending physician releases employee to return to work.

2. Employee returns to work for another employer.

3. Employee fails to return to a transitional "limited duty" assignment consistent with his/her temporary medical restrictions, as approved by the injured workers' treating physician.

4. Employee fails to appear for employer-sponsored medical examination.

5. Employee has reached maximum medical improvement and/or the condition has become permanent.

6. The claim is found to be fraudulent or is not approved by the OBWC after payment for Wage Continuation/Injury Leave has commenced.

7. The injured worker attempts to collect both temporary wage continuation from the City and temporary total compensation from the OBWC.

8. Employment termination.

9. Violation of any City policy or guidelines.

10. Regardless of the above conditions of termination, the City may, at its sole discretion, terminate wage continuation benefits at any time, if the disability exceeds three months.

Section 16.4 Wage Continuation/Injury Leave

A. This policy is in effect for injuries sustained on or after January 1, 2014, and/or for Injury Leave taken on or after January 1, 2014 which relates to approved Workers Compensation claim(s) sustained by the employee prior to January 1, 2014. Such claims must be related to injuries sustained while the individual was employed by the City. The City will, for compensable claims, continue to pay regular wages at the same rate of pay the injured worker was making at the time of the injury. This form of paid leave is called Injury Leave. Generally, compensation for Injury Leave will be paid for a period not to exceed twelve (12) weeks. The rate of pay for Injury Leave will be multiplied by the usual number of scheduled hours per week. The payment by the City will take the place of payment by the Ohio Bureau of Workers' Compensation (OBWC). Wage Continuation will be made only during the period of time that workers' compensation benefits would otherwise be paid by the OBWC. In most cases, Temporary wage Continuation payments will immediately commence upon receipt of proof of disability from the preferred medical provider and a completed claim application.

B. The wage continuation payments made by the City will be taxable income to the employee, and will be subject to the same tax withholding requirements as an employee's regular weekly wage. Workers' compensation benefits payable by the State of Ohio are not taxable income to the employee; however, payment made by the City should be equal to or greater than the payment which would be made by the BWC, and will reduce delay in receiving payment.

C. Receipt of temporary wage continuation payments will be in lieu of workers' compensation temporary total lost time benefits. The payment of medical benefits will continue to be handled by the City's managed care organization.

D. If the period of disability exceeds twelve (12) weeks, the employee may elect to voluntarily discontinue wage continuation payments or the City may, solely at its discretion, extend temporary wage continuation payments for additional periods of time. Wage Continuation payments beyond twelve (12) weeks will be calculated at the same rate of pay the injured worker was earning at the time of injury. This rate will be multiplied by the usual number of scheduled work hours per week. Alternatively, the City may halt temporary wage continuation/injury leave after the initial twelve (12) weeks of wage continuation/injury leave. The employee may then be eligible to receive temporary total payments from the Ohio Bureau of Workers' Compensation. The employee would need to submit the required request to the OBWC for such benefit.

E. In the event the OBWC should deny the claim as not being sustained in the course of or arising out of employment with the City, temporary wage continuation charged to Injury Leave will then be charged to the employee's sick leave or other available unused paid leave.

ARTICLE 17
GRIEVANCE PROCEDURE

SECTION 17.1 The term "grievance" shall mean an allegation by a bargaining unit member or the City 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.

SECTION 17.2 All grievances must be processed at the proper step in the progression in order to be considered at the subsequent steps. However, a grievance may be introduced at the level or step of origination or by mutual agreement be accelerated to any step.

Any grievance not answered by the City within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent by those authorized to do so. Individual members may present grievances and have them adjusted as long as the adjustment is not inconsistent with the terms of the contract and the bargaining representative has the opportunity to be present at the adjustment. An employee may withdraw a grievance at any point by submitting in writing a statement to that effect or by permitting the time requirement at any step to lapse without further appeal.

The Union may pursue a designated "Class Action" grievance without the necessity of gathering the signatures of all employees who may have been similarly affected.

SECTION 17.3 It is the mutual desire of the City and the Union to provide for prompt adjustment of grievances in a fair and reasonable manner. Every reasonable effort shall be made by both the City and the Union to affect the resolution of grievances at the earliest step possible. The aggrieved employee and the appointed Union representative responsible for the processing of grievances shall be permitted to engage in processing activities during their scheduled working hours provided that permission has been obtained from each individual's immediate supervisor and that the time required does not exceed two (2) hours of the individual's scheduled tour of duty on any one day. The two-hour time limit shall not apply to scheduled grievance hearings. An on-duty officer shall be paid his normal wage during attendance at said meeting.

Informal Step: The aggrieved individual, with an appropriate Union representative if the former so desires, may contact his immediate supervisor and attempt to resolve the dispute orally.

Step 1: The grievant, with an appropriate Union representative if the former desires, shall formally present the alleged grievance to his immediate supervisor in writing within fourteen (14) calendar days of the employee having, through the exercise of reasonable diligence, gained knowledge that a grievance exists. The supervisor and whomever else the Police Chief deems appropriate shall investigate and provide an appropriate answer within fourteen (14) calendar days of receipt of the grievance. In the

event that a grievance does not proceed beyond Step 1, it shall not be precedent setting.

Step 2: If the grievance is not resolved in Step 1, the employee, with an appropriate Union representative if the former desires, may present the grievance form and the written responses at the prior Step, to the Police Chief or his designee within seven (7) calendar days after receiving the Step 1 reply. The Police Chief or his designee shall have seven (7) calendar days in which to schedule a mutually agreeable date for a meeting and hold the meeting with the aggrieved employee and his representative. The Police Chief or his designee shall investigate and respond to the grievant and/or Union representative within fourteen (14) calendar days following the meeting and shall provide an information copy of the reply to the Personnel Director. In the event that a grievance does not proceed beyond Step 2, it shall not be precedent setting.

Step 3: Should the grievant still feel that the grievance has not been resolved to his satisfaction, he, along with the Union representative, if the former desires, may present the grievance form and all written responses from prior steps, to the Safety Director / Municipal Administrator within seven (7) calendar days after receiving the Step 2 reply. The Safety Director / Municipal Administrator shall have fourteen calendar days in which to schedule a mutually agreeable date for a meeting to discuss the grievance, if she/she deems such necessary, with the aggrieved employee, his representative, and the Personnel Director. The Safety Director / Municipal Administrator shall investigate and respond to the grievant and/or Union representative within fourteen (14) calendar days following the meeting, sending an information copy of the reply to the Personnel Director. The Union may continue to process the grievance to Step 4 without the approval or participation of the grievant.

Step 4: If the decision of the City as given in the third step of the grievance procedure is not satisfactory, then the Union shall notify the City's Personnel Director, in writing, within twenty-one (21) calendar days after the answer of the Safety Director and Municipal Administrator, that the grievance is to be submitted to arbitration. Within twenty-one (21) calendar days after notification that a grievance is to be submitted to arbitration, the notifying party shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) potential arbitrators, all of whom shall be members of the National Academy of Arbitrators. Selection of the arbitrator will be accomplished by the alternate striking of names from the list until only one name remains, with the party requesting arbitration striking first. The person whose name has been chosen shall become the arbitrator. In the event the chosen arbitrator is not reasonably available, the parties may mutually agree to use the next to last arbitrator during the striking process or request a new panel from FMCS. The arbitration shall be heard at the arbitrator's earliest mutually agreeable date. The fees and expenses of the arbitrator shall be paid by the party against whom the arbitrator renders an adverse decision.

In the event more than one grievance is referred to the same hearing, the costs of the arbitration shall be divided proportionately, the loser bearing the proportionate share of the costs for the cases lost. All other expenses for witnesses or otherwise shall be borne by the party incurring the cost. However, any on-duty City employee testifying as a witness by

either side, will continue to receive his regular rate of pay while attending such a hearing, not to exceed the normal eight (8) hours.

Arbitration shall be limited to matters concerning the interpretation or application of provisions as listed herein. However, by mutual agreement of the City and the Union, the grievance procedure set forth above may be used in other matters.

Copies of all written responses at Step 2 and above are to be sent to a Union officer. All grievances and appeals filed at Step 3 and above shall be sent to the Safety Director and the Municipal Administrator.

Grievance awards that specify the individual(s) to be paid and the amount shall be issued within thirty (30) calendar days after the award date, unless said award is appealed by either party.

SECTION 17.4 The decision of the arbitrator shall be final and binding.

SECTION 17.5 All written grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed to by both parties.

1. Aggrieved employee's name and signature
2. Aggrieved employee's classification
3. Date grievance was filed in writing
4. Date and time grievance occurred
5. Where grievance occurred
6. Description of incident giving rise to the grievance
7. Articles and Sections of Agreement violated

Section 17.6 All response times shall begin the work day following the date the indicated individual(s) received the grievance or when the aggrieved became aware that a grievance existed.

Section 17.7 A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting each member in the same manner, one member selected by such group may process the grievance as a class-action grievance, provided each employee desiring to be included in the class action grievance signs said grievance.

Section 17.8 Any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step or level above that from which it originates.

ARTICLE 18
DISCIPLINE

Section 18.1 The Employer may conduct an investigation of any alleged violation committed by a bargaining unit employee of rules and regulations, as well as all statutes and ordinances applicable to employees, and make a finding by written report concerning any

such alleged violation.

Section 18.2 An employee's off-duty conduct shall not result in discipline or discharge unless such off-duty conduct impairs the employee's ability to effectively or efficiently perform assigned job duties or such off-duty conduct interferes with or diminishes the overall performance, effectiveness, or efficiency of the Police Division.

Section 18.3 Forms of disciplinary action may only include, in order of severity:

A. Verbal warning (time and date recorded);
B. Written reprimand;
C. Suspension with pay;
D. Suspension without pay;
E. Demotion in rank;
F. Discharge from employment.

Section 18.4 Incompetency, inefficiency, dishonesty, working while under the influence of alcohol and/or controlled substances, immoral conduct, insubordination, neglect of duty, neglect or abuse of equipment or apparatus, absence without leave, any other failure of good behavior, or any other act of misfeasance, malfeasance, or non-feasance in office shall be cause of disciplinary action. However, the disciplinary action shall be proportionate to the offense committed.

Section 18.5 Whenever the Employer determines that an employee's conduct may warrant a suspension, discharge, or any other action resulting in a loss of pay, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of or to refute the alleged violation. The Police Chief shall serve as the hearing officer during pre-disciplinary conferences. When the Police Chief cannot fulfill this requirement due to an absence from the Division, the Police Deputy Chief will serve as the hearing officer. Furthermore, if the alleged violation of conduct was committed personally against the Police Chief or was witnessed by the Police Chief, then the Mayor shall appoint a neutral department head to serve as the hearing officer. Written notice of such conference shall be mailed or personally delivered to the Employee. Such notices shall specify the time, date and place of the conference, and subject matter of the conference, and the notice shall also advise the employee of his right to be represented at the conference by person(s) of his choice. Upon receipt of a written request signed by the employee or his designated representative, the Employer may, for just cause shown, grant the employee's request that such conference be continued.

Section 18.6 Any employee suspected of a violation which may result in suspension, demotion, or dismissal shall be entitled to a hearing in accordance with the disciplinary procedures as established herein.

SECTION 18.7 Any discipline which results in suspension, demotion, or discharge may be appealed to only one of the following: the Bowling Green Civil Service Commission or an arbitrator, as provided in Article 17, Section 17.3, Step 4 of this Agreement. Appeals to the Bowling Green Civil Service Commission must be in accordance with the requirements established in Section 124.34 (C) of the Ohio Revised Code.

ARTICLE 19
OUTSIDE EMPLOYMENT

Section 19.1 No employee shall accept outside employment that interferes with the employee's performance of his duties or responsibilities of his position with the City or compromises the employee's position with the City through a conflict of interest.

Section 19.2 All employees desiring outside employment must first submit a written request to the Chief of Police for his approval no less than three (3) calendar days before such outside employment begins. Such approval shall be granted, unless the conditions set forth in Section 19.1 are present.

Section 19.3 In no instance in which an employee has accepted and the Chief of Police has approved outside employment will said employee utilize the resources of the Police Division, beyond the extent to which those resources are available to a non-employee and/or the general public. A violation of this provision will result in the withdrawal of approval for such outside employment by the Chief of Police and may result in disciplinary action.

ARTICLE 20
VOLUNTARY ATTENDANCE AT CONFERENCES, CONVENTIONS, SEMINARS, OR OTHER TRAINING AND EDUCATIONAL FUNCTIONS

Section 20.1 Any employee of the Police Division included within the scope of this Agreement may attend any conference, convention, school, seminar, workshop, or other training and educational function he/she desires if relating to his/her duty assignment or other function of municipal concern and if authorized by the Chief of Police or his designee(s). The person shall be reimbursed for his reasonable and necessary expenses so incurred including registration fees and tuition provided proof of expenditure for such expenses is submitted along with a claim for reimbursement, and when there are sufficient unencumbered appropriated funds available to pay for such expenses. If the person shall travel by privately owned automobile, he shall be reimbursed for the travel expense at the allowable I.R.S. rate per mile traveled. The reimbursement shall be based upon AAA mileage charts or the actual number of miles traveled, whichever is less. The person shall also be entitled to reimbursement for other travel expenses including meals, lodging, gratuities, common carrier fees, vehicle parking, tolls, and all other reasonable expenses incident to the travel when accompanied with a receipt. The customer's copy of a credit card charge record is not a receipt within the meaning of this section; expenses incurred and charged on a credit card must be supported by an itemized receipt. No reimbursement shall be made for alcoholic beverages, personal long-distance phone calls, expenses or entertainment, or expenses incurred on behalf of any other individual for any reason. Reimbursement of travel expenses shall be done through direct deposit into the employee's bank accounts established in City's payroll system.

Section 20.2 For those functions lasting overnight, all time spent attending the function and training or other activities required by the function shall be paid at the rate of $1.00 per hour in addition to their regular hourly (H) rate of compensation. This rate is limited to 40 hours per pay week.

Section 20.3 All time spent traveling as required and approved by the Employer shall be counted as hours worked less the time required for ordinary travel between the employee's home and worksite, meal times, and break times.

Section 20.4 Lodging for one person authorized to travel under this section shall be allowed at a rate which is established as the single-room rate which is current at the place of such lodging. If a room is occupied by two or more persons authorized to travel under this section, reimbursement at the single-room rate shall be for the full cost of the room on a pro-rata basis or in full to the person who pays for the room.

Section 20.5 If a privately owned vehicle is used on any approved trip outside the limits of this state, reimbursement shall not exceed coach air fare to the point of travel. When reimbursement for travel in lieu of air fare is claimed, no allowance will be paid for lodging or meals or other expenses en route that would not have been incurred in commercial air transportation. If the destination is not served by air, fare to the nearest terminal will be at the allowable I.R.S. rate per mile traveled for round trip from that terminal city to the destination, if the employee's own car is used, or car rental expenses.

Section 20.6 If commercial ground transportation (bus or train) is used, reimbursement will be made for the lowest available fare and for such other reasonable costs incurred en route when accompanied by a receipt.

Section 20.7 Subject to the advance approval of the Police Chief or his designee, reimbursement of expenses for courses or programs voluntarily taken for educational credit not to exceed 12 credit hours per term as part of a degree or non-degree program will be allowed provided the course or program is job related and a grade of "C" or better is earned in each course for which reimbursement is sought. Any course which is required as condition of completion of any job-related degree program shall also be considered as job related. Education credit will only be reimbursed if it is obtained from schools or institutions of higher learning that are accredited in such a manner that any credit hours from that institution are eligible for transfer to Bowling Green State University.

Section 20.8 Any educational courses or programs under Section 20.7 so reimbursed must be taken on the employee's own time and not during the hours of his/her normal employment.

Section 20.9 Payment for the estimated expenses of travel may be made in advance upon application by the traveler at least two (2) weeks prior to the scheduled date of departure and approval by the Chief of Police. Upon completion of the travel, settlement must be made with the Finance Director along with proof of all expenditures and any sum owing to the City must be paid in full within two (2) weeks of return.

ARTICLE 21
MANDATORY ATTENDANCE AT CONFERENCES, CONVENTIONS, SEMINARS, OR OTHER TRAINING AND EDUCATIONAL FUNCTIONS

Section 21.1 The Police administration may require an employee to attend any conference, convention, seminar, or other training or educational function not exceeding five (5) weeks in any three (3) month period. No attendance shall be mandatory pursuant to this article if the employee will not be permitted to return to his permanent residence on weekends during any session lasting longer than fourteen (14) days.

Section 21.2 Reimbursement, payment, wages, and conditions of attendance shall be identical to those established herein by Article 20.

ARTICLE 22
TRADE DAYS/SHIFTS

Section 22.1 Employees may be allowed to trade days off with other qualified employees of the same classification when such a trade does not interfere with the operation of the Police Division or create any additional cost to the City.

Section 22.2 All requests to trade days off shall be subject to the advance approval of the immediate supervisor of the employees involved and the Chief of Police. The Chief shall establish the methods and procedures for requesting and recording the exchange of days off.

Section 22.3 Any trade day must be repaid within the same pay period as the trade took place.

Section 22.4 Employees of the Patrol Bureau may be allowed to trade shift assignments, and/or work days, scheduled with other qualified employees of the same classification provided that such a trade has been approved by the appropriate lieutenant(s) and the Chief of Police or his designee.

ARTICLE 23
UNEMPLOYMENT COMPENSATION

Section 23.1 Employees of the Police Division shall be provided, by the City, unemployment compensation coverage to the extent required by the Revised Code of Ohio.

ARTICLE 24
PENSION FUND PROVISION

Section 24.1 Employees of the Police Division shall be provided coverage under the Ohio Police and Fire Pension Fund (OP&F), as is appropriate to the extent required by the Revised Code of Ohio.

ARTICLE 25
DEFERRED COMPENSATION PROGRAMS

Section 25.1 The City will provide the opportunity for employees to participate in deferred compensation program(s) and extends to all eligible BGPCOA members the opportunity to join the programs.

Section 25.2 The Finance Director is authorized to execute an agreement on terms and conditions of the program and thereafter to administer the program on behalf of the employees.

ARTICLE 26
FALSE ARREST/LIABILITY INSURANCE

Section 26.1 If permissible by law, the City will pay any judgement rendered against a regular full-time police officer as a result of errors and acts of omission or commission occurring in the performance of his duties as an employee of the City of Bowling Green and while acting in good faith to comply with Division policies and procedures. The City will provide a defense to any duty-related claim at no cost to the employee.

ARTICLE 27
OPERATORS INSURANCE

Section 27.1 Liability insurance for bodily and property damage for operators of Police Division motor vehicles and equipment shall be provided by the City at no cost to the employee.

ARTICLE 28
VACATIONS

Section 28.1 Each full-time Police Division employee included within the scope of this Agreement shall earn vacation leave according to the number of years of service as follows:

Length of Service	Accrual Rate Per Pay Period	Maximum Accrual
Upon hire to 5 years	5.25 hrs	240 hrs
6 to 10 years	6.75 hrs	360 hrs
11 to 15 years	8.35 hrs	480 hrs
16 to 20 years	9.10 hrs	480 hrs
Over 20 Years	9.85 hrs	600 hrs
Over 25 Years	10.65 hrs	660 hrs

Section 28.2 All full-time Police Division employees with prior full-time public service in the State of Ohio may, upon certification of such service, count their prior full-time service time in computing their total length of service as provided in the vacation schedule in Section 28.1 above.

Section 28.3 Vacation shall accrue and be credited each bi-weekly pay period at the rates provided in Section 28.1 above based on the total length of service completed. An employee eligible for an increase in his accrual rate will begin accruing at the higher rate the first bi-weekly pay period following completion of the required length of service.

Section 28.4 Vacation shall be scheduled throughout the year and requests for the use of vacation leave must receive the advance approval of the employee's immediate supervisor and the Chief of Police. There is no requirement that vacation leave be taken all at one time or that it be split up. Vacations may be taken so as to abut holidays or compensatory leave days. The minimum vacation time shall not be less than one-half (1/2) hour and cannot be granted for less than one-half (1/2) hour increments.

Section 28.5 Unless waived by the Chief of Police or his designee, requests for vacation shall be submitted to the employee's supervisor not later than three (3) calendar days prior to the first day of vacation, except that requests for vacation leave of ten (10) hours or less can be granted by the employee's immediate supervisor without the requirement for the advance notification.

Section 28.6 Vacation pay shall be computed on the basis of a regular 40-hour work week at applicable regular straight time rate of pay.

Section 28.7 Vacation leave is earned only during the time an employee is on active, full-time status, and is not earned while an employee is on a form of unpaid leave of absence.

Section 28.8 Days designated as holidays shall not be charged to vacation leave; rather, an employee desiring a holiday off shall submit a request to his immediate supervisor for approval. Such approval shall be dependent upon the operational requirements of the Police Division.

Section 28.9 Upon separation from City employment, an employee shall be entitled to compensation at his then current straight time rate of pay for all accrued and unused vacation leave to his/her credit. If this separation is by death, payment shall be made to the employee's spouse or other beneficiary, as provided by statute.

Section 28.10 For vacation purposes, years of service with the City shall be determined by the total number of years worked for the City and shall include military leaves of absence and other paid leaves of absence. If an employee's service has been interrupted through no fault of the employee, such as lay-off, the employee's total service shall include the periods both before and after the interruptions, but shall not include the interruption period itself.

Section 28.11 If a request for vacation leave is denied and as a result of such denial, the employee will lose the vacation time pursuant to Section 28.1 (Maximum Accrual), the employee shall be paid his regular straight-time hourly rate instead.

Section 28.12 Vacation leave shall be considered hours worked for purposes of computing overtime.

ARTICLE 29
HOLIDAY PAY

Section 29.1 Holidays or the days set apart for their observance shall be as follows:

1. First day of January
2. Third Monday in January
3. Third Monday in February
4. Last Monday in May
5. Fourth day of July
6. First Monday in September
7. Eleventh day of November
8. Day After Thanksgiving
9. Fourth Friday in November
10. Twenty-fifth day of December

Section 29.2 In the event that any of the above holidays shall fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the above holidays shall fall on Sunday, the Monday immediately following shall be observed as the holiday. However, the first day of January, the Fourth day of July and the twenty-fifth day of December shall be observed on the day on which the holiday falls.

Section 29.3 On each of the holidays listed in Section 28.1 of this Article, all Police Division employees included within the scope of this Agreement shall be paid eight (8) hours or for employees normally scheduled ten (10) hours, then (10) hours of holiday pay at their regular straight-time rate of pay.

Section 29.4 The hours credited in Section 29.3 for holidays shall not be counted as hours worked in computing entitlement to overtime pay. Except Road Sergeants who are not scheduled to work on a holiday may count the eight (8) or ten (10) hours of holiday pay as hours worked in computing entitlement to overtime pay.

Section 29.5 Employees of the Police Division who work on any of the holidays listed in Section 29.1 of this Article shall be paid for the first eight (8) or ten (10) hours worked, depending upon the schedule to which they are assigned, or any portion thereof at twice the regular straight time rates of pay. Any employee who works more than the scheduled eight (8) or ten (10) hours, depending upon the schedule to which he/she is assigned, shall be paid for those hours in excess of eight (8) or ten (10) hours at two and one-half (2 1/2) times their regular straight-time rates of pay, and the hours worked upon a holiday in excess of eight (8) or ten (10) hours shall not be counted in computing entitlement to overtime pay.

Section 29.6 The eight (8) or ten (10) regularly scheduled hours actually worked on a holiday shall be included in the total hours worked in computing overtime.

Section 29.7 All Bargaining Unit employees may work on a scheduled holiday if:

1. There is work available to perform within their normal and usual job description, and

2. A normal contingent of officers for the shift will not be exceeded due to their presence.

ARTICLE 30
LIFE INSURANCE PROVIDED

Section 30.1 The City shall provide group term life insurance in the amount of $25,000 to all regular full-time employees of the Police Division. In the case of accidental death, the

coverage shall be in the amount of $50,000. There shall be no contribution by an employee for this coverage.

ARTICLE 31
COMPREHENSIVE MEDICAL AND DENTAL COVERAGE

Section 31.1 The City shall provide comprehensive group medical coverage to each full-time covered employee with a minimum lifetime maximum of $1,000,000.00 per participant.

Section 31.2 The City shall provide single dental insurance and shall make available dependent coverage. The employee shall pay the additional cost for dependent dental coverage.

Section 31.3 Employees shall pay ten percent (10%) of the City's total monthly premium cost for medical and single dental insurance. **In addition to this 10% contribution, employees will also pay, in accordance with the schedule below, the following each pay period:**

Base Salary	**Per pay amount Family Medical**	**Per pay amount Single Medical**
Year 1-	**Start first pay in December 2014**	**Start first pay in December 2014**
Below $35,000	$0.00	$0.00
Above $35,000	$14.00	$6.00
Above $50,500	$20.00	$8.00
Above $65,000	$25.00	$10.00

Base Salary	**Per pay amount Family Medical**	**Per pay amount Single Medical**
Year 2	**Start first pay in December 2015**	**Start first pay in December 2015**
Below $36,050	$0.00	$0.00
Above $36,050	$16.25	$6.75
Above $52,015	$23.00	$9.00
Above $66,950	$29.75	$11.50

Base Salary	Per pay amount Family Medical	Per pay amount Single Medical
Year 3	Start first pay in December 2016	Start first pay in December 2016
Below $37,132	$0.00	$0.00
Above $37,132	$17.75	$7.00
Above $53,575	$25.00	$10.00
Above $68,959	$32.75	$13.00

Section 31.4 The Union recognizes the right of the City in its discretion to secure alternate insurance carriers and to modify coverages which measures may be used to maintain or to lessen premium costs. Prior to any modifications of benefits or coverage, the Union and the City agree to meet and discuss any such modifications. During the life of this contract, the offered medical and dental plan terms for this bargaining unit shall be equal to the terms for all other City employees.

ARTICLE 32
RESERVED

ARTICLE 33
FUNERAL/BEREAVEMENT LEAVE

Section 33.1 Each regular full-time employee of the Police Division shall be granted up to three days (24 hours) funeral/bereavement leave per occurrence not to exceed six (6) days (48 hours) in each calendar year if time off is required to arrange for or attend to estate matters or the funeral of a member of the employee's immediate family. "Immediate family" for the purpose of this section shall include those persons listed as "immediate family" in the sick leave provision of this agreement.

Section 33.2 In the event that additional time is needed per occurrence, the employee, upon giving notice and receiving approval from the Chief of Police, shall be allowed to take additional time off chargeable to sick leave.

Section 33.3 The minimum time of request and approval shall not be less than one-half (1/2) hour and cannot be granted in less than one-half (1/2) hour increments. Funeral/bereavement leave may only be used for the purpose intended.

Section 33.4 Funeral/bereavement leave shall be counted as hours worked in computing entitlement to overtime.

ARTICLE 34
CIVIL LEAVE/MILITARY LEAVE

All regular full-time employees of the Police Division shall be granted, upon written request from the employee, civic leave as follows:

Section 34.1 An employee called for jury duty or subpoenaed as a witness in the course of his employment shall be paid for the period of jury or witness service. An employee must present verification of:

1. His call to jury duty or witness duty;

2. If a witness, that his testimony was within the scope of his employment for the City and not of a personal nature and;

3. Turn in the amount received as a jury or witness fee, providing the amount does not exceed the wages paid by the City, to the City Finance Director;

4. Any hours credited as military, jury, or witness duty shall be counted as hours worked in computing entitlement to overtime.

Section 34.1(B) An employee appearing in court on behalf of the City for a period of less than two hours on a scheduled workday but not during the employees scheduled work hours shall be compensated not less than two hours. Provided such hours do not overlap with regular assigned hours of work. Employees on a regularly scheduled day off shall receive not less than three (3) hours for a court appearance on behalf of the city. All such hours shall count toward entitlement to overtime.

Section 34.2 An employee who is required to appear in court for reasons outside the scope of his employment shall be granted vacation time or an excused absence (non-paid) provided that:

1. Documentation is provided in the form of a subpoena or a letter from a participating attorney or;

2. The request for an excused absence (non-paid) or vacation time is made to the appropriate supervisory person at least twenty-four (24) hours in advance.

SECTION 34.3 All full-time employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the Armed Forces of the United States, shall be granted up to thirty-one (31) calendar days each year not to exceed 252 hours of pay per year at such employee's regular hourly rate of pay for such time as he is in the military service, on field training, or active service, and is absent from work.

SECTION 34.4 The first 176 hours of military pay shall be paid in accordance with Section 5923 of the Ohio Revised Code. Such leave shall be granted without loss of pay or benefits as would normally be provided.

SECTION 34.5 The language in this Section shall serve to establish the methodology by which military pay reimbursement will be handled by the City when Police personnel are required to attend military training and/or other military requirements whether in an active duty status or inactive duty status beyond the 176 annual hours outlined above. Immediately upon receipt of military pay, the employee shall notify the Finance Director of the amount of gross military pay received. The employee's wages for the following payroll period shall be reduced by the amount due the City, in a manner as prescribed by the Finance Director. Reduction of wages shall not exceed the amount of military leave paid by the City. Any hours credited, as military leave shall be counted as hours worked in computing entitlement to overtime.

ARTICLE 35
SICK LEAVE

Section 35.1 Each full-time Police Division employee included within the scope of this agreement shall be entitled for each completed 80 regular straight time hours of service to sick leave of 4.6 hours, not to exceed fifteen (15) normal work days per calendar year.

Section 35.2 An employee may use accumulated, but unused, sick leave upon proper approval of the Police Chief for absence due to personal illness, injury, pregnancy, exposure to contagious diseases which could be communicated to other employees, for any leave designated as Family and Medical Leave, and for illness, injury or death in the employee's immediate family. However, the minimum time of request and approval shall not be less than one-half (1/2) hour and cannot be granted in less than one-half (1/2) hour increments. "Immediate Family" as used herein includes husbands, wives, children, parents, grandchildren, grandparents, grandparents-in-law, brothers, sisters, nieces, nephews, aunts, uncles, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, and persons acting, or who have acted, in loco parentis to the employee. The authority to use sick leave due to the death in the employee's immediate family is in addition to the funeral/bereavement leave provided elsewhere in this Agreement.

The term "children" as used in this Article, shall include foster children residing in the employee's household at the time of the illness, natural, adopted, and step-children. This same definition will apply for funeral/bereavement leave.

Section 35.3 Unused sick leave shall be accumulative without limit. An employee who transfers from a public agency in this State shall be credited with the unused balance of the employee's accumulated but unused sick leave.

Section 35.4 The Police Chief shall require an employee to furnish a satisfactory written and signed statement (prepared by the employee) to justify the use of sick leave. Statements, after being approved by the Police Chief, shall be maintained by the City for at least one (1) year. The employee shall provide a physician's statement, submit to a medical examination, home visit, or other inquiry which the Employer deems necessary to verify the use of sick leave. If there is a charge made, the Employer or its insurer shall be responsible for its payment. The physician's statement, if required by the Employer, shall state the nature of the employee's illness or that the employee was required to care for a family member to justify the use of sick leave. A physician's statement may be required to verify the employee's ability to return to work. A physician's statement may also be required at the discretion of the Personnel Director in the following cases:

1. Repeated one- or two-day absences;

2. Multiple absences on a single day or other pattern uses of sick leave.

Falsification of either a written signed statement or a physician's certification shall be grounds for disciplinary action, including dismissal. When an employee is unable to report to work, he shall notify his immediate supervisor or other designated person at least one (1) hour prior to the time he is scheduled to work on each day of absence, unless other arrangements are made with the employee's supervisor.

Section 35.5 Bargaining unit members, who were hired by the City prior to September 1, 2014, who retire from service, shall be entitled to receive a payout of unused sick leave at the following rates:

a. 25% of accrued, unused sick leave hours to 1500 hours; plus
b. 50% of accrued, unused sick leave hours beyond 1500 hours.

The payouts shall be at the employee's rate of pay at the time of retirement.

Section 35.6 Bargaining unit members who are hired by the City on or after September 1, 2014, and who retire from employment with the City shall be paid for 25% of the employee's accumulated but unused sick leave, but such payout shall not exceed 25% of 960 hours. In the event that the City raises the percentage and accumulated limit for non-bargaining employees, the higher amounts will apply to members of this bargaining unit. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. The payment shall be based on the employee's straight time hourly rate of pay in effect at the time of retirement and shall be made only once to any one employee.

Section 35.7 Retirement means that the individual would be qualified for immediate receipt of retirement benefits from the Ohio Police and Fire Pension Fund (OP&F) at the time of his/her separation from service with the City of Bowling Green. The employee must separate his/her service for this payment, it does not include participation in the DROP Program.

Section 35.8 If an employee obtains public sector employment following his retirement from the City of Bowling Green, other than re-employment with the City of Bowling Green, he will be able to obtain information from the City that certifies to the future employer the number of accrued sick leave hours for which he did not receive compensation, in accordance with Section 35.5 above, at the time of retirement. However, if the employee returns to employment with the City of Bowling Green he will not be able to receive credit for those accrued sick leave hours for which he did not receive compensation at the time of retirement.

Section 35.9 No sick leave may be granted to any employee upon or after the employee's retirement.

Section 35.10 Sick leave shall be counted as hours worked for purposes of calculating overtime.

Section 35.11 Any employee killed in the line of duty shall have 100% of his accumulated but unused sick leave paid to his designated survivor(s) or to his estate.

Section 35.12 A bargaining unit member who dies while still employed by the City, but not in the line-of-duty, shall have a portion of his accumulated but unused sick leave paid to his designated survivor(s) or to his estate at the following rates:

a. 25% of accrued, unused sick leave hours to 1500 hours; plus
b. 50% of accrued, unused sick leave hours beyond 1500 hours.

The payouts shall be at the employee's rate of pay at the time of death. This does not apply to those employees who are killed in the line-of-duty.

Section 35.13 The sick leave payout at retirement may be paid out in installments, at the City's option, as outlined below, when written notice of a retirement has not been received by the Personnel Director by November 1st in the prior calendar year. This first takes effect beginning November 2008 for retirements occurring in 2009 or thereafter.

A. If the employee is entitled to receive payment for 240 hours or less, it shall be paid within thirty (30) days following verification of any of the above occurrences.

B. If the employee is entitled to receive payment for 241 to 750 hours, the payment may be made in two (2) equal annual installments.

C. If the employee is entitled to receive payment for more than 750 hours, the payment may be made in three (3) equal annual installments.

SECTION 35.14 Payment for sick leave on the bases outlined in Sections 35.5, 35.6, 35.11, 35.12, and/or 35.13 shall be considered to eliminate all sick leave credit accrued by the employee at that time. The payment(s) shall be based on the employee's straight-time hourly rate of pay in effect at the time of retirement.

ARTICLE 36
COMPENSATORY TIME

Section 36.1 Any employee of the Police Division may elect to take compensatory time off in place of overtime pay.

Section 36.2 If an employee elects to accumulate compensatory time in lieu of overtime pay for any overtime worked, the employee must request the compensatory time using the applicable form. Request for compensatory time must be submitted to the employee's immediate supervisor no later than the day on which the overtime was worked, otherwise the employee will be paid for the overtime. Requests for leaves chargeable to compensatory time must be submitted to the employee's immediate supervisor no later than three (3) calendar days prior to the date of the leave, unless waived by the Chief or his designee,

except that requests of ten (10) hours or less may be granted by the employee's immediate supervisor without the requirement for the advance notification. The minimum time of request and approval shall not be less than one-half (1/2) hour and cannot be granted in less than one-half (1/2) hour increments. If the immediate supervisor and the Chief of Police concur in granting the compensatory request, the form shall be approved and forwarded to the Finance Department where all records for compensatory time shall be maintained.

Section 36.3 No employee may accumulate more than eighty (80) hours of unused compensatory time credit at any one time.

Section 36.4 Approval authority for the granting of compensatory time off in lieu of overtime pay rests with the Chief of Police or his designee. Any request for compensatory time in which the request is for more time than the employee has accumulated but unused or in which the eighty- (80-) hour accumulation limit has been reached cannot be approved.

Section 36.5 Compensatory time shall be accumulated at the rate of one and one-half (1 1/2) hours of compensatory time for each hour of overtime worked. Employees whose employment is terminated for any reason are entitled to compensation for any accumulated but unused compensatory time not to exceed eighty (80) hours. The rate of compensation for each compensatory time hour in this situation shall be the greater of:

1. The average regular rate for the last three years of employment; or

2. The regular rate in effect for the employee at the time of separation.

Section 36.6 Compensatory time shall only be granted for overtime work which was required and approved by the appropriate supervisor.

Section 36.7 Compensatory time shall be counted as hours worked for purposes of calculating overtime.

ARTICLE 37
MAINTENANCE OF SICK LEAVE AND VACATION RECORDS

Section 37.1 A permanent record of sick leave including sick leave accumulated and sick leave used shall be maintained by the City for all employees covered by this Agreement.

Section 37.2 A permanent record of vacation information, including years of service for vacation credit accumulated and used, shall be maintained by the City for all employees covered by this Agreement.

Section 37.3 Other records of leave including compensatory time, civic leave, and funeral/bereavement leave shall be maintained by the City for all employees covered by this Agreement.

ARTICLE 38
PARKING PROVISIONS

Section 38.1 The City shall provide for each employee, at no cost to the employee, parking

privileges when working.

ARTICLE 39
WORK HOURS AND OVERTIME PAY

Section 39.1 Effective December 18, 2000 for sworn command personnel only, the normal work period shall be a fourteen (14) day cycle. Base hours within the City prescribed bi-weekly pay periods will amount to 80 hours. The employee work schedule will be assigned by the appropriate supervisor.

Section 39.2 Command Officers covered by this agreement shall be paid one and one-half times (1 ½) their regular straight-cycle hourly rate of pay for all hours worked in excess of eighty (80) hours in a work cycle; except when 80 hours are exceeded as a result of voluntarily trading days with another employee. Mandatory assignments outside an employee's normal work cycle shall be paid at one and one half (1 ½) times the employee's straight-time hourly rate.

Section 39.3 There shall be no pyramiding of overtime or premium pay for the same hours.

Section 39.4 Shift differential shall be added to the base hourly rate of an employee in computing his overtime rate.

Section 39.5 Management will have the option to change shifts from ten (10) to eight (8) or twelve (12) hours with fifteen-(15-) day's notice of pending change to the Union.

ARTICLE 40
UNIFORM/CLOTHING

Section 40.1 A uniform/clothing allowance of up to $650.00 per year shall be paid by the City for those employees covered by this agreement.

Section 40.2 A complete initial issue of all appropriate uniforms and equipment shall be provided by the City to each employee of the Police Division upon initial employment and prior to the completion of the probationary period.

Section 40.3 In all instances in which uniforms or other specific styles of clothing are required, the cleaning and laundering of such uniforms and clothing shall be provided and paid for by the City.

Section 40.4 The City shall not require advance approval of purchases by employees under this Article. However, the allowance shall only be expended by the City for clothing required to be worn by the City or police equipment.

Section 40.5 When the City provides covered employees' apparel, the value may be considered a taxable fringe benefit by the IRS. If the item is deemed an eligible taxable fringe benefit, the item and its cost will appear on the employee's annual W-2.

ARTICLE 41
SEVERANCE PAY

Section 41.1 Upon separation employees shall be paid for all accumulated but unused and unpaid vacation, compensatory time, regular pay, and overtime pay due and owed them as of their last date of employment. Upon retirement, accumulated but unused sick leave shall be paid as provided elsewhere within this Agreement.

Section 41.2 In the case of death, the above payments shall be made to the employee's spouse or other beneficiary as provided by statute.

Section 41.3 Upon separation and presentation of purchase documentation by the City, employees shall surrender all property purchased with City funds.

ARTICLE 42
WAGES

Section 42.1 The following salary schedule is established for the members of the Bowling Green Police Command Officers' Association effective 12:01 a.m., August 18, 2014.

Section 42.2 All Police Division employees shall be paid on a bi-weekly basis.

Section 42.3 The bi-weekly compensation for all members of the bargaining unit shall be based on the number of hours actually worked during the bi-weekly pay period. The hourly rate of compensation is listed in Section 42.4 below.

Section 42.4 Salary Schedule:

	8/18/2011	8/18/2014	8/18/2015	8/18/2016
Sergeant	$ 33.12	$ 34.11	$ 35.13	$ 36.18
Sergeant 1*		$ 34.35	$ 35.37	$ 36.42
Sergeant 2*		$ 34.59	$ 35.61	$ 36.66
Sergeant 3*		$ 34.83	$ 35.85	$ 36.90
Sergeant 4*		$ 35.07	$ 36.09	$ 37.14

Lieutenant	$ 36.57	$ 37.67	$ 38.80	$ 39.96
Lieutenant 1*		$ 37.91	$ 39.04	$ 40.20
Lieutenant 2*		$ 38.15	$ 39.28	$ 40.44
Lieutenant 3*		$ 38.39	$ 39.52	$ 40.68
Lieutenant 4*		$ 38.63	$ 39.76	$ 40.92

*Requirements follow for Step Eligibility: Steps 1 – 4 Requirements for Both Sergeant and Lieutenant:

Step 1- Completion of/current certification for the following:
(Police Executive Leadership College (PELC)).

Step 2- Completion of Step 1 and successful completion of one of the following:
(Northwestern School of Police Staff and Command (NUTI); Southern Police Institute (SPI); Public Safety Leadership Academy sponsored by the Ohio State Highway Patrol.

Step 3- Completion of Step 1 and Step 2 as well as completion of the following:
Certified Law Enforcement Executive training (CLEE), sponsored by the Ohio Association of Chiefs' of Police.

Step 4- Completion of Step 1, Step 2 and Step 3, as well as completion of one of the following:
(Federal Bureau of Investigation National Academy; CALEA Accreditation Manager training: CALEA Assessor training).

Section 42.5 The selection of supervisory personnel to attend any of the aforementioned training in Section 42.4 will be at the discretion of management.

ARTICLE 43
RESERVED

ARTICLE 44
LIGHT DUTY

Section 44.1 When an employee becomes physically incapacitated (due to a non-duty related injury or illness) for the performance of normal duties of his/her position as determined by the appropriate medical authority, the employee should first use accumulated but unused sick or other forms of accrued leave. In accordance with Article 54, "Family and Medical Leave Act of 1993," leave taken for this purpose shall count toward an eligible employee's annual entitlement to 12-weeks of Family and Medical Leave. Eligibility for Family and Medical Leave is defined in Article 54 of this contract.

Section 44.2 If the employee is unable to perform his/her normal duties as determined by a medical authority, the employee may be temporarily placed into a position which is less strenuous, if one is available, for a period of time not to exceed three (3) months. Depending upon the facts in each individual case, the Municipal Administrator may extend the temporary light duty opportunity for not more than three (3) additional months. Employees are required to request consideration for a light-duty work assignment themselves. In order to be considered for a light-duty assignment employees will be

required to sign a medical release so that the City may contact the employee's physician(s) about the type of work duties that the employee may perform.

Section 44.3 The Police Chief or his designee shall decide on a case-by-case basis if there are light duty assignments available that fall within the restrictions that the employee has been placed under by their physician(s). The distribution of light duty assignments and/or refusal to establish a light duty assignment is solely the decision of the Police Chief or his designee, and such decisions shall not be grievable.

Section 44.4 If no light duty assignments are available then the employee must remain off work pursuant to a release from their physician(s) that they can perform their full duties or until such time as a light duty assignment occurs which meets the physical restrictions/limitations of that employee. During this period of time the employee will have to use other accrued leave time, such as vacation and compensatory time, in order to remain in a paid status.

Section 44.5 Light duty assignments for work-related illnesses and injuries shall take precedence over non-duty related illnesses and injuries. An employee, who is working in a light duty capacity because of a non-work related illness or injury, may be displaced from that light duty assignment if the City needs to place another employee, who has a valid work-related illness or injury, into a light duty/transitional work assignment.

Section 44.6 Prior to any employee being temporarily placed into a light duty because of an off-duty injury or illness, the employee must provide to the City both a release signed by their physician(s) that the light duty assignment meets the requirements of the physical restrictions that the doctor has placed on the employee and a specific listing of the physical restrictions under which the employee is released to work. The purpose of the physician's release and physical restrictions listing is to ascertain if the employee is physically capable of performing the duties required of the light duty position. While working in a light duty capacity the employee must provide to the City every two weeks an updated release from their physician(s) establishing the current physical restrictions under which the employee is released to work.

Section 44.7 If at the end of the temporary reclassification to a less strenuous position and/or complete exhaustion of all accumulated leave time and/or Family Medical Leave the employee is still unable to perform the normal duties of his/her position, an extension of the temporary reclassification will not be granted and employment with the City may be terminated.

ARTICLE 45
SHIFT AND WEEKEND DIFFERENTIAL

Section 45.1 Additional compensation for shift differential shall be paid by the City in accordance with the following:

Full-time employees of the Police Division shall receive, in addition to other compensation, the sum of forty (40) cents per hour for each hour worked on the employees scheduled second or afternoon shift; the sum of forty (40) cents per hour for each hour worked on the employees scheduled third or midnight shift. Additional compensation of forty (40) cents per hour shall be paid for all employees scheduled hours worked during a weekend.

Section 45.2 Such additional shift and weekend differential compensation shall only be paid for those hours which the employee actually works and will not be paid for any hours while the employee is on any form of leave.

Section 45.3 Such additional shift differential compensation shall not be paid to Police Division employees who work during the above-described shifts as a result of their acceptance of overtime, nor shall such additional compensation be paid for any hours worked beyond the employee's regularly scheduled shift.

ARTICLE 46
ACTING TIME

Section 46.1 When the Chief of Police or his designee determines it is necessary to temporarily assign an employee to perform the duties of a position above that which the employee currently holds for periods of more than twenty-eight (28) days, such employee shall be paid the pay rate of the higher classification.

Section 46.2 The employee so assigned must be assigned to and perform functions that are normally performed by an occupant of the higher classification in order to receive the higher compensation.

ARTICLE 47
DISTRIBUTION OF CONTRACT

Section 47.1 Within thirty (30) calendar days after the execution of this Agreement, the City shall provide an electronic copy of the Agreement to every employee within the Police Division included within the scope of this Agreement. The electronic copy of the Agreement shall be emailed to each employee's City e-mail address. Any employee, who becomes a member of this Unit after the execution of this Agreement, shall be provided with a copy of this Agreement by the City without charge at time of promotion.

Section 47.2 A table of contents with page references shall be included at the front of the Agreement when provided to the employees.

ARTICLE 48
SAVINGS CLAUSE

Section 48.1 Any subject addressed in this Agreement supersedes and replaces all pertinent statutes, resolutions, rules, and regulations on that subject over which it has authority to supersede and replace. If a court of competent jurisdiction declares any provision of this Agreement to be invalid, such provision shall be of no further force and

effect, but the remainder of the Agreement shall remain in full force and effect.

Section 48.2 The parties agree that should any provision of this Agreement be found to be invalid, upon written request by either party, they will schedule a meeting within thirty (30) calendar days at a mutually agreeable place and time to bargain collectively over alternative language on the same subject.

ARTICLE 49
MEETINGS

Section 49.1 One Union officer or designee shall be granted at least three days each year off with pay for the purpose of attending union conventions or other similar union functions. Such time off will not affect accumulated sick leave, vacation leave, overtime pay computations, or seniority anniversary dates, nor will it constitute a break in service. The Union shall provide at least ten (10) calendar days' notice of said days off. The absence of an officer pursuant to this section shall not cause the City to incur additional expense (overtime) if a replacement is necessary.

Section 49.2 Not more than three (3) elected union officers may flex their regular shift assignments in order to participate in scheduled contract negotiations meetings with the City. Flexing of schedules may be done, only if it does not result in overtime to the City.

ARTICLE 50
WAIVER IN CASE OF EMERGENCY

Section 50.1 The City shall be permitted to waive any provisions of this Agreement restricting management's right to utilize personnel in order to function effectively under declared conditions of emergency. Time limits for the Employer's or the Union's replies on grievances shall also be temporarily suspended during any declared emergency.

Section 50.2 Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

ARTICLE 51
ZIPPER CLAUSE

Section 51.1 Any right arising under the terms of the newly negotiated agreement shall not be applicable to any situation occurring prior to the effective date of that agreement.

Section 51.2 In the absence of a Union waiver of its right to bargain over a particular issue, the parties hereto recognize and agree that nothing within this Agreement shall be construed to abridge, delete, or eliminate the right and/or obligation of either to bargain collectively on matters affecting wages, hours, terms, or conditions of employment made "mandatory subjects" of bargaining pursuant to O.R.C. 4117.11(A)(5), 4117.01(G), 4117.03(A), and 4117.08(A).

ARTICLE 52
PHYSICAL FITNESS

Section 53.1 The parties agree that the Cooper Institute for Aerobic Research (CIAR) fitness tests and standards for general population will be utilized to test the fitness levels of the sworn police officers covered by this agreement.

Section 53.2 The Departmental Fitness Test will consist of an incentive component and it will comply with the most recent CIAR standards governing that component. The incentive component, is VOLUNTARY and will be based on cumulative percentages with monetary rewards assigned to each percent bracket. Eligible employees can only receive incentive pay once per year, and can only receive incentive pay for the year during which the test was taken. Listed below are those brackets and their corresponding incentive pay:

Score	Incentive Pay
70%-79%	$800
80%-99%	$1,000

Section 53.3 The parties agree that the physical fitness requirements set forth below govern all sworn personnel.

A. Physical fitness for Sworn Personnel:

1. Annual testing will occur during the month of March or April of each year, as designated by the Chief of Police. The test will comply with the standards set by the Cooper Institute of Aerobic Research protocols for general population.

2. The battery of tests will be: Sit and reach, vertical jump, 12 min run, max one rep bench press, max one rep leg press, and sit ups.

3. All sworn personnel wishing to participate in the incentive test must sign up for a time slot, once the schedule is posted. The incentive test will only be administered one time per year.

4. To participate in the incentive test, sworn personnel must complete the assigned battery of tests. No alternate tests will be offered and no doctor's notes will be accepted to allow alternate tests or alternate test dates.

5. Individuals who receive a maximum score during the incentive test shall receive a Letter of Commendation from the Chief of Police. A copy of the document shall be placed in the officer's personnel file.

6. To calculate the officer's cumulative percentage, the Police Division Fitness Instructor will add the officers individual test score for each category and then divide by the number of tests. For the vertical leap, officers who jump at least 16 inches will receive a score of 100% for the event, Officers unable to jump at least 16 inches will receive a 0% for the event.

7. Since this is a voluntary test, there will be no disciplinary action for those employees who fail to pass the physical fitness test.

ARTICLE 53
FAMILY AND MEDICAL LEAVE ACT OF 1993

Section 53.1 The Union agrees to the requirements as contained in the City's Family Medical Leave Policy, as detailed in the City of Bowling Green's Administrative Instruction No. 33.

ARTICLE 54
DAYLIGHT SAVINGS TIME

Section 54.1 All employees who are working when the time changes from Eastern Standard Time to Eastern Daylight Savings Time in the spring, (a seven hour shift), shall be paid for an 8 hour shift.

Section 54.2 All employees who are working when the time changes from Daylight Savings Time to Eastern Standard Time in the fall, (a nine hour shift), shall be paid for a 9 hour shift.

ARTICLE 55
MEDICAL LEAVES OF ABSENCE WITHOUT PAY

SECTION 55.1 If an employee remains sick, injured or hospitalized, or in a state of recovery therefrom after all accrued but unused leave time and Family and Medical Leave due such employee is exhausted, the employee may be granted a medical leave of absence without pay for a non-duty related personal injury or illness. Leaves of absence for medical reasons may be granted by the Municipal Administrator for a period not to exceed six (6) months depending upon the specific facts of the case. Extension beyond six (6) months will require the Mayor's personal approval.

SECTION 55.2 Employees or their designees are responsible for submitting written, signed, and dated requests for medical leaves of absence without pay to the Municipal Administrator and/or Mayor. Barring extenuating circumstances, which will be reviewed on a case-by-case basis, such requests must be submitted prior to the start to the medical leave of absence without pay.

SECTION 55.3 If a medical leave of absence without pay has been granted by the Municipal Administrator, the City will pay for its portion of any medical or dental insurance premiums falling due within the thirty- (30-) calendar day period following the complete exhaustion of any time due to the employee. After the expiration of that thirty- (30-) calendar day period, the employee may continue to be insured under the City's group medical and/or dental plan during the period of the medical leave of absence without pay provided the employee assumes responsibility for premium payments.

SECTION 55.4 If the employee fails to return to work after the medical leave of absence without pay has been exhausted, his/her employment may be terminated.

ARTICLE 56
INOCULATIONS

Section 56.1 Employees of the City who are exposed to increased risks of Hepatitis-B, as result of their duty requirements, may receive at City expense, appropriate inoculations for protection against this disease. This service must be approved by the Personnel Director or his/her designee based on reasonable medical evidence. This service will be performed by a physician hired by the City, by the Wood County Health Department, or by the employee's family physician, if that person is more readily available. The cost of the inoculation will be paid directly by the City to the medical care provider. Inoculations are voluntary and are provided for the protection of City employees.

Section 56.2 If an employee suffers a work-related injury, which is approved as a Workers' Compensation claim through the State of Ohio, and he/she requires either a tetanus or typhoid fever shot, and said shots are not authorized for payment through either the Bureau of Workers' Compensation or the City's insurance provider, then the City will pay for those inoculations also.

ARTICLE 57
MEDICAL EXAMINATIONS

SECTION 57.1 The City may require an employee returning from sick leave or injury leave to submit to a physical examination, pertaining to the injury or illness, by a doctor of the City's choosing at the City's expense when the City reasonably believes that the employee is physically unable to perform assigned duties. In the event that the employee's physician and the doctor chosen by the City are unable to agree that the employee is capable of performing the essential functions of his/her job classification, the two (2) doctors shall select a third doctor to examine the employee. The decision of the third doctor concerning the capability of the employee to perform the essential functions of the job shall be binding on the City, the Union, and the employee.

ARTICLE 58
DIRECT DEPOSIT OF PAY

SECTION 58.1 Effective August 18, 2003, all bargaining unit employees covered under this agreement shall be required to participate in the City's program for the direct deposit of payroll.

ARTICLE 59
INTERNAL REVENUE SERVICE SECTION 125 PLAN

Section 59.1 The City will administer an I.R.S. Section 125 Plan to allow a pre-tax deduction of the employee's share of premiums paid for medical and dental insurance or flexible spending accounts. Any administration fees assessed for participation in the medical reimbursement and/or the dependent care reimbursement programs shall be paid by the participating employees. To participate in the Section 125 plan, an employee must meet the conditions for eligibility of the insurance policy(ies) which provide the benefits, be responsible for paying all or part of the applicable premiums/contributions, and complete and file the necessary forms with the City.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed hereto and have set their hands this 15th day of October, 2014.

ON BEHALF OF THE BOWLING GREEN POLICE COMMAND OFFICER'S ASSOCIATION

Jason Stanley
President

Daniel Mancuso
Secretary/Treasurer

Justin White

ON BEHALF OF THE CITY OF BOWLING GREEN

John S. Fawcett
Municipal Administrator

Barbara A. Ford
Personnel Director

Brian Bushong
Finance Director

Bradford Conner
Police Chief

Tony Hetrick
Police Deputy Chief

THE CITY OF
BOWLING GREEN
Ohio

STATE EMPLOYMENT
RELATIONS BOARD
2014 OCT 20 PM 2:35

October 16, 2014

Ms. Cherie Alexander
State Employment Relations Board
Research & Training Section
65 East State Street, 12th Floor
Columbus, Ohio 43215-4213

RE: Case No. 14-MED-07-0934 - Bowling Green Police Command Officers' Association and City of Bowling Green

Dear Ms. Alexander:

You will find enclosed two copies of the recently ratified collective bargaining agreement between the City of Bowling Green and the Bowling Green Police Patrolman's Association.

This agreement is effective from August 18, 2014 through August 17, 2017.

Sincerely,

Barbara A. Ford
Personnel Director

bf

pc: file

304 North Church Street • Bowling Green, Ohio 43402 • FAX (419) 352-1262 • www.bgohio.org