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AGREEMENT

BETWEEN

THE CITY OF WAPAKONETA

AND

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

SERB CASE NO. 2014-MED-09-1278 (FT Patrol Officers)
2014-MED-09-1279 (FT Lieutenants)

Effective Through October 31, 2017

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PREAMBLE/PURPOSE

This Agreement, entered into by the City of Wapakoneta, hereinafter referred to as the "Employer," and the Ohio Patrolmen's Benevolent Association (OPBA), hereinafter referred to as the "Union," has as its purpose the following:

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

Whenever used in this Agreement, the terms "Employer" and "City" shall be deemed to include the City Council of the City of Wapakoneta, the Mayor of the City of Wapakoneta, the Director of Public Safety and Service of the City of Wapakoneta, or any designee of any of the foregoing.

Whenever used in this Agreement, the term "employee(s)" shall be deemed to include those persons employed by the Employer in those classifications included in the bargaining unit hereinafter described in Article 2, Recognition.

ARTICLE 1
MANAGEMENT RIGHTS

Section 1.1. Nothing herein shall be construed to restrict any constitutional, statutory, legal or inherent rights of the Employer with respect to matters of general legislative or managerial policy. The Employer shall retain the right and the authority to administer the business of its departments in addition to other functions and responsibilities which are not specifically modified by this Agreement. It shall be recognized that the Employer has and will retain the full right and responsibility to direct the operations of its departments, to promulgate rules and regulations and to otherwise exercise the prerogatives of management which more particularly, include but are not limited to, the following:

A. determine matters of inherent managerial policy, such as functions, programs, standards of service, overall budget, utilization of technology and organizational structure;

B. direct, supervise, evaluate, train or hire employees;

C. maintain and improve the efficiency and effectiveness of Departmental operations;

D. determine overall methods, process, means, and personnel by which Departmental operations are to be conducted;

E. suspend, discipline, demote, discharge for just cause or layoff, transfer, assign, schedule, promote or retain employees;

F. determine the adequacy of the work force;

G. determine the overall mission of the Department;

H. effectively manage the work force;

I. take actions to carry out the Department's mission as a governmental unit.

Section 1.2. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the right and responsibility of the Employer.

ARTICLE 2
RECOGNITION

Section 2.1. The Employer recognizes the Union as the sole and exclusive bargaining representative for the purpose of establishing wages, benefits and other conditions of employment for all employees in the appropriate bargaining unit as certified by the State Employment Relations Board in Case Numbers

99-REP-01-0001

Included: All full-time Patrol Officers in the City of Wapakoneta.

Excluded: Chief, Sergeants and above, Dispatchers, all other employees.

00-REP-02-033

Included: All full-time Lieutenants in the City of Wapakoneta Police Department.

Excluded: All other employees.

Section 2.2. All classifications not specifically included in the bargaining unit shall be excluded from the bargaining unit.

Section 2.3. Full-time employees are those employees who work at least thirty-five (35) hours per week for all the weeks of the year excepting vacations, holidays and other time off as allowed by this Agreement.

ARTICLE 3
DUES DEDUCTION/FAIR SHARE FEE

Section 3.1. In accordance with this Article, the Employer agrees to deduct Union membership dues once each month from the wages of bargaining unit employees who authorize and direct such deductions by individually and voluntarily signing a written payroll deduction authorization form. Employees may revoke authorization for deduction of union membership dues in accordance with Section 3.3.

Section 3.2. The payroll deduction authorization form, must be presented to the Employer by the employee or the Union. Upon receipt thereof, the Employer will deduct such Union dues from the employee's payroll check during the next pay period in which such deductions would normally be made following the pay period in which the authorization was received by the Employer.

Section 3.3. The payroll deduction authorization shall be irrevocable for a period of one (1) year or until the negotiated Agreement expires, whichever occurs first. Employees may revoke their authorization for payroll deduction of dues by submitting a written notice to the Employer, with a copy of the revocation to the Union, during the ten (10) day period immediately prior to the expiration of each one (1) year period or the expiration of the Agreement. If no revocation is received during this ten (10) day period, the authorization for payroll deduction of dues shall be considered renewed for an additional one (1) year period. The Union warrants and guarantees to the Employer that no provision of this Article violates the constitution or laws of either the United States of America or the State of Ohio.

Section 3.4. As a condition of employment, sixty (60) days following the beginning of employment, or upon the effective date of this labor agreement, whichever is later, employees in the bargaining unit who are not members of the OPBA, including employees who resign from membership in the OPBA after the effective date of this labor agreement, shall pay to the OPBA, through payroll deduction, a fair share fee. The fair share fee is automatic and does not require the written authorization of the employee. This provision shall not require any employee to become or remain a member of the OPBA, nor shall the fair share fee exceed the dues paid by members of the OPBA in the same bargaining unit. The OPBA is responsible for annually certifying to the Employer the amount of the fair share fee. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of the cost of collective bargaining, contract administration and pursuing matters directly affecting wages, hours and other terms and conditions of employment of bargaining unit members. The OPBA shall prescribe a rebate and challenge procedure which complies with O.R.C. Section 4117.09 (C) and federal law. The OPBA agrees to send to the City a copy of its rebate and challenge procedure, receipt of which is hereby acknowledged. The OPBA agrees to abide by all rules and decisions of the State Employment Relations Board in regard to the fair share fee deductions. The OPBA further certifies that its fair share fee conforms to all State and Federal statutory and common laws.

Section 3.5. The Employer shall be relieved from making payroll deductions for Union membership dues or fair share fees upon an employee's: (1) termination of employment; (2) transfer or promotion to a position not included in the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; or (5) failure, during any dues month involved, to earn sufficient wages to permit the Employer to make all legally required deductions in addition to the deduction for Union membership dues or fair share fees.

Section 3.6. Neither the employee, nor the Union, shall have a claim against the Employer for alleged errors in making payroll deductions, unless a written claim of error is made to the Employer not later than sixty (60) calendar days after the date upon which the error is alleged to have occurred. If an error was in fact made, it will be corrected by deducting the proper amount in the next succeeding pay period in which Union dues or fair share fees are normally deducted.

Section 3.7. The monthly rate at which Union membership dues and fair share fees are to be deducted shall be certified to the Employer by the Secretary/Treasurer of the Union within thirty (30) consecutive calendar days after this Agreement is executed and in January of each year during the term hereof. The Employer shall be given at least thirty (30) calendar days advance notice by the Secretary/Treasurer of the Union before being required to make any changes in an employee's Union membership dues or fair share fee deduction.

Section 3.8. The parties agree that the Employer neither has, not assumes, any obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union membership dues or fair share fees. The Union further agrees to indemnify and hold the Employer and its officials, representatives and agents harmless against and from any and all claims, demands, suits, actions, proceedings and any liability including, but not necessarily limited to, damages, awards, fines, wages, judgments, interest, court costs and attorney fees, which may arise by reason of or result from the operation of this and/or any action taken or omitted by the Employer in attempting to comply with the provisions of this Article. The OPBA assumes all liability arising from the implementation of this and assumes all costs in defense against claims arising from the implementation of this Article.

Section 3.9. Union membership dues and fair share fees shall be remitted by the Employer to the Union, at the address specified in writing by the OPBA. After the Employer's remittance of such payroll deductions to the Union, the disposition of such monies shall thereafter be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 4
UNION BUSINESS

Section 4.1. The Employer shall grant access to Union officers and non-employee representatives of the Union to attend meetings or perform duties, as specifically provided by this Agreement. The Union officer or representative must request and receive advance approval from the Police Chief, Director of Public Safety and Service or their designee prior to such access.

Section 4.2. The Employer shall recognize employees filling the following Union positions as official representatives of the Union:

(1) Chairperson of the bargaining committee

(2) Steward

(3) Alternate Steward*

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*The alternate steward shall only be recognized to represent the Union when the regular steward is not on duty.

The above individuals shall not perform Union-related activities during working hours except as permitted by the specific provisions herein or as authorized by the Employer.

Section 4.3. The Union shall provide the Employer an official roster of its officers, stewards and representatives who are authorized to act on behalf of the Union. This list shall be kept current at all times by the Union and shall include the following:

(1) Name;

(2) Jurisdictional area (stewards only);

(3) Union position held;

(4) Work address and phone number of OPBA Staff Representatives.

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

Section 4.4. Except as otherwise provided herein, Union-related activities or duties shall be performed on non-work time.

Recognized Union representatives will be permitted reasonable time, as determined by the Employer, to investigate and process alleged or pending grievances. Employees shall be permitted to perform these activities during regular work hours provided the employee schedules such activities at a time least disruptive to the shift the employee is working and receives advance authorization of the supervisor of the shift.

Union officers and stewards shall not suffer any loss in their regular straight time rate of pay while attending any scheduled meetings with the Employer. In no event shall time spent investigating or processing grievances or attending grievance hearings outside the employee's normal working hours be considered as paid time or overtime.

Section 4.5. The Union agrees that no representatives of the Union, either employee or non-employee, shall interfere with, interrupt or disrupt the normal work duties of employees unless specifically authorized by the Police Chief, Director of Public Safety and Service or their designee.

ARTICLE 5
LABOR/MANAGEMENT COMMITTEE

Section 5.1. In the interest of sound labor/management relations, the Employer shall periodically meet with not more than two (2) representatives of the Union for each bargaining unit to discuss matters of mutual concern. The purpose of such meetings shall be to:

A. Discuss the administration of the Agreement.

B. Notify the Union of changes made or planned to be made by the Employer and discuss the effects of such changes on bargaining unit employees.

C. Disseminate general information of interest to the parties.

D. Discuss ways to improve the delivery of services.

E. To consider and discuss health and safety matters relating to employees.

Section 5.2. Not later than forty-eight (48) hours prior to the convening of a labor/management meeting, each party shall give the other a written agenda specifying those matters it wishes to discuss at the meeting and the names of those representatives who will be attending.

Section 5.3. A labor/management meeting shall be convened within fourteen (14) calendar days following a request by either party. The exception to the above are matters of safety. Injury threatening safety matters shall be given preference and a meeting between the Employer and the Union representatives shall be convened as soon as possible. Labor/management meetings shall be held on a mutually agreeable date and time. Except in the event of an illness or an emergency, five (5) days advance notice shall be provided to the other party when it is necessary to reschedule a Labor/Management Committee meeting. The meeting shall be rescheduled for a mutually agreeable date and time.

Section 5.4. No employee Union representatives shall suffer any loss of regular straight time pay in connection with their attendance at a labor/management meeting held during their regularly scheduled working hours. However, no employees shall be entitled to any overtime compensation as a result of attending such labor/management meetings.

ARTICLE 6
NONDISCRIMINATION

Section 6.1. The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the Union and the Employer shall not interfere with, restrain or coerce any employee because of Union membership or any legal activity performed in an official capacity on behalf of the Union, provided such activity does not conflict with the terms of this Agreement.

Section 6.2. The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union and the Union shall not interfere with, restrain or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 6.3. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 6.4. The Employer and the Union agree not to unlawfully discriminate against any bargaining unit employee with respect to compensation and/or terms or conditions of employment

because of such individual's race, color, religion, sex, age, national origin, disability/handicap, ancestry, genetic information, veteran status, or military status of any person.

Section 6.5. The City and the Union agree that in the event an employee files a grievance alleging a violation of this article and also files an EEOC, OCRC, or any other form of civil rights complaint with an administrative agency or the courts alleging discrimination, that such grievance shall be held in abeyance until all appeals outside the scope of this agreement have been resolved.

ARTICLE 7
POLICIES/WORK RULES

Section 7.1. The parties acknowledge that this Agreement preserves the Employer's right to establish work rules, policies and procedures and to change existing work rules, policies and procedures as necessary for the efficient operation of the Department. The parties further agree that the Employer's work rules, policies and procedures shall not violate the express provisions of this Agreement.

Section 7.2. Any additions or amendments to existing work rules, policies or procedures shall be reduced to writing and posted on the appropriate Department bulletin board for a period of seven (7) calendar days and a copy given to the Union. Such posting shall constitute notice to all employees.

Section 7.3. The Employer agrees to meet and confer with the Union upon request, to discuss the impact upon bargaining unit employees of any change in work rules, policies or procedures. When possible, the Employer will attempt to meet with the Union prior to the effective date of the work rule, policy or procedure change.

Section 7.4. Employees shall be made aware of any existing work rules, policies or procedures which affect their employment. To the extent such work rules, policies or procedures are reduced to writing, a copy shall be provided to the employees.

Section 7.5. The requirements as contained in Sections 7.2 and 7.3 of this article shall not limit or restrict the right of the Employer to implement a change in a work rule, policy or procedure prior to the conclusion of the posting period or prior to a meeting with the Union if the circumstances warrant such action.

ARTICLE 8
BULLETIN BOARD

Section 8.1. The Employer agrees to continue providing the Union a bulletin board for the exclusive use of the Union, to be located in an agreed upon area.

Section 8.2. The Union may post the following items without prior permission of the Employer:

(1) notices of Union meetings

(2) notices and results of Union elections

(3) notices of social or recreational events

(4) notices of conferences and conventions

(5) notices of appointment of Union representatives

All other material the Union desires to post must be reviewed by the Employer before posting to ensure that the notices are not defamatory, obscene or political. The Union shall submit to the Employer one (1) copy of any material the Union desires to post prior to such posting.

Section 8.3. No material may be posted anywhere which contains the following:

(1) Personal attacks on any employee, the Employer or any member of the general public;

(2) Scandalous, scurrilous or derogatory remarks or attacks on the Employer;

(3) Favorable or unfavorable comments or attacks on any candidate for public office or any political issue.

Section 8.4. All postings must bear the date of posting and the signature of the local Union official or steward who is responsible for the posting. Material posted in violation of this Article may be removed by the Employer and the responsible party disciplined if appropriate.

ARTICLE 9
HEALTH AND SAFETY

Section 9.1. Since health and safety is a matter of mutual concern to the Employer and the Union, the parties agree to cooperate in promoting the observance of all safety rules and regulations in order to reduce injuries and to maintain a safe and healthful workplace.

Section 9.2. The parties further agree that the careful observance of safe working practices and safety rules is the responsibility and duty of both the Employer and all employees. Therefore, the Employer shall uniformly enforce safety rules and regulations and employees shall be responsible for observing the safety rules and regulations and for performing their work in a safe manner so as to avoid injury to themselves and/or other persons. Employee's who violate or disregard such safety rules and regulations shall be subject to disciplinary action up to and including discharge.

Section 9.3. It shall be the responsibility of all employees to immediately report any unsafe conditions, equipment and/or vehicles to the Employer by filing a written report with their immediate supervisor. The supervisor shall immediately investigate the alleged unsafe condition, equipment and/or vehicle, and initiate action to remedy any conditions found to be unsafe.

Section 9.4. Employees injured or in any way involved in an accident during the course of their employment shall, within twenty-four (24) hours, if physically able to do so, file an accident report on a standard form furnished by the Employer. All such injuries and accidents must be verbally reported to the employee's immediate supervisor as soon as possible. The Employer shall arrange for any necessary medical attention. When so requested, an employee's immediate supervisor shall provide assistance to the employee in completing all required injury and accident forms. Employees shall cooperate with the Employer during the investigation of any accident and when completing forms or questionnaires relating to the accident or Workers' Compensation claims.

The employee shall be provided a copy of any injury or accident forms the employee is required to complete. A copy shall be provided to the Union upon authorization of the employee.

ARTICLE 10
PROBATION

Section 10.1. Every newly hired or promoted employee will be required to successfully complete a probationary period which shall begin on the employee's first day of employment or promotion and continue for one (1) year. A newly hired probationary employee may be terminated any time during the probationary period and shall have no appeal regarding such removal. A newly promoted employee may be demoted to the employee's previous position at anytime during the probationary period and shall have no appeal regarding such demotion.

Section 10.2. Newly hired probationary employees shall accrue no seniority until they have successfully completed their new hire probationary period. However, upon successful completion of such probationary period, the employee's seniority shall be computed as commencing upon the employee's most recent date of employment with the Employer. The Employer shall not hire an employee outside the department to fill a vacancy in a Lieutenant's position unless there is an insufficient number of Patrol Officers that apply for the position to conduct a competitive civil service examination or all such applicants fail the promotional examination. The opening of the position to outside candidates shall not prohibit any qualified current employee from competing for the position.

Section 10.3. Any employee promoted to a higher classification outside the bargaining unit shall serve a promotional probationary period as established for such classification. No promotion shall be deemed final until the employee has satisfactorily served the promotional probationary period. An employee may be reduced to the position the employee held prior to promotion, at any time during the promotional probationary period.

ARTICLE 11
SENIORITY

Section 11.1. For the purpose of this Agreement total seniority shall be defined as the uninterrupted length of continuous service in the Wapakoneta Police Department. In addition, classification seniority shall be defined as the uninterrupted length of continuous service in the Wapakoneta Police Department in an applicable bargaining unit classification.

Section 11.2. Employees whose employment with the Employer commences upon the same date shall have their seniority ranking decided by their original civil service test score with the higher score being considered more senior.

Section 11.3. An approved leave of absence shall not constitute a break in continuous service for the purpose of determining an employee's seniority provided the employee complies with the terms of the leave and returns to work immediately following the expiration of the leave.

Section 11.4. The following situations constitute breaks in continuous service for which seniority is lost:

A. Discharge for just cause;

B. Retirement;

C. Layoff for more than two (2) years;

D. Failure to return to work within ten (10) calendar days of a recall from layoff absent approved extenuating circumstances such as illness, injury or disability;

E. Failure to return to work at the expiration of a leave of absence; or

F. Resignation, unless the Employer elects to rehire the employee within the sixty (60) calendar day period immediately following the resignation.

ARTICLE 12
REDUCTION IN FORCE

Section 12.1. The Employer shall determine when and in which classifications and departments layoffs will occur.

Section 12.2. Within the bargaining unit, employees will be laid off in accordance with their seniority as defined herein and their qualifications to perform the remaining work available.

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 accordance with their seniority and qualifications to perform the work available.

Section 12.4. Unless employees are notified of their recall date at the time of layoff, notice of recall shall be sent to the employee by registered mail, return receipt requested, and such notice shall be directed to the last mailing address provided by the employee. The Employer shall provide the Union with copies of all such recall notices.

The employee shall have five (5) calendar days following the receipt of the recall notice to notify the Employer of the employee's intentions regarding return to work. A recalled employee shall have ten

(10) calendar days following the receipt of the recall notice to return to work, unless a later date for returning to work is specified in the notice or agreed upon between the employee and the Employer. Receipt of the registered letter or refusal to accept said letter shall be deemed as proper notification for the purposes of this section. An employee failing to return to work within the time period specified shall be considered to have voluntarily resigned employment.

Section 12.5. In the case of a reduction in force, the Lieutenant may choose to rejoin the patrol division if the Lieutenant's seniority dictates such a move can be made within the seniority structure. Lieutenants who are laid off shall be eligible to bump a patrol officer only when the Lieutenant has more seniority in the classification of patrol officer.

Section 12.6. Seniority shall be calculated in accordance with the definition for classification seniority contained in Article 11, Section 11.1, herein.

Section 12.7. All casual, temporary, seasonal, and part-time employees within the affected classifications shall be laid off before any bargaining unit employee is laid off.

Section 12.8. This article specifically supersedes Ohio Revised Code Sections 124.321-124.328.

ARTICLE 13
DISCIPLINE

Section 13.1. Non-probationary employees shall be disciplined only for just cause.

Section 13.2. Newly hired probationary employees shall be subject to disciplinary action, up to and including discharge, at the sole discretion of the Employer, and such disciplinary actions, including discharge, shall not be subject to the Grievance Procedure contained in this Agreement or to any other appeal procedures.

Section 13.3. Except in instances where the employee is charged with serious misconduct, discipline will be applied in a corrective and progressive manner.

Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

Forms of disciplinary action may include:

verbal warning (time, date and incident recorded);
written reprimand;
working suspension;
suspension;
fines (not in excess of five [5] days' pay or paid leave);
demotion;
discharge.

An employee who is given a working suspension shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary actions.

An employee who is given a fine shall have the option of using available paid leave (i.e., vacation, personal leave, floating holiday, compensatory time) in lieu of a cash fine, provided the employee has such leave time accrued.

Section 13.4. Non-probationary employees shall not be reduced in pay, suspended without pay, fined, demoted, or discharged unless the Employer first conducts a predisciplinary hearing, with the employee and the employee's representative, if the employee requests the presence of a representative. Nothing in this article shall preclude the Employer from taking disciplinary action without such hearing if the employee waives the right to a predisciplinary hearing. A predisciplinary hearing shall not be delayed more than forty-eight (48) hours due to the unavailability of the employee's representative.

Section 13.5. A non-probationary employee may appeal any suspension, fine, removal, or reduction for disciplinary purposes through the grievance procedures contained herein.

The parties agree that the grievance procedure shall be the exclusive appeal procedure for disciplinary actions available to bargaining unit employees and any other appeal procedures, including appeals to the Civil Service Commission, otherwise available to employees are hereby waived.

Section 13.6. Employees shall be provided a copy of any disciplinary record placed in their personnel file and may be required to sign an acknowledgment indicating that they have received a copy of the action.

Section 13.7. Records of disciplinary actions shall cease to have force and effect and shall not be considered in future disciplinary matters after the periods specified below provided there has been no intervening disciplinary action taken against the employee during the prescribed time period.

Verbal warning	—	12 months
Written reprimands	—	24 months
Suspensions	—	36 months

Section 13.8. Discharge grievances shall be initiated at the Director of Public Safety and Service's step of the grievance procedure.

Section 13.9. Last Chance Agreements shall be in writing and shall require the agreement of the Safety Service Director, the employee at issue and the OPBA, all of which shall be signatures to the Agreement. The authority for the Safety Service director to enter into a Last Chance Agreement shall not require ratification by the legislative body. The authority for the OPBA to enter into a Last Chance Agreement shall not require a vote of the membership. The OPBA attorney shall have the authority to enter into a Last Chance Agreement on behalf of the OPBA. No employee, even if an OPBA representative, shall have the authority to enter into a Last Chance Agreement of behalf of the OPBA.

Last Chance Agreements are not considered a form of discipline, but a non-precedent setting agreement between the parties whereby the employee retains his/her employment upon the agreed conditions of the Last Chance Agreement.

ARTICLE 14
GRIEVANCE PROCEDURE

Section 14.1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach misinterpretation, or improper application of an express term or provision of this Agreement. The grievance procedure may not be used to effect changes in the terms of this Agreement or to remedy any alleged violation of state or federal law or the constitutions of the United States or the State of Ohio.

Section 14.2. Where a group of bargaining unit members desire to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such group will process the grievance but the grievance must be signed by each individual desiring to be included.

Section 14.3. All grievances must be processed to the proper step in order of progression to be considered at any subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance which is not processed by the employee within the time limits provided, shall be considered resolved based upon the Employer's last answer. Any grievance not answered by the Employer 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 consent of the Employer and the Union, which shall be done in writing.

Section 14.4. A grievance must be submitted to the formal grievance procedure within seven (7) calendar days after the grievant knows or should have known of the incident giving rise to the grievance but in no case later than thirty (30) calendar days following the date of such incident, otherwise it will be considered not to have existed.

Section 14.5. All written grievances shall contain the following information to be considered:

A. Aggrieved employee's name and signature;

B. Date grievance was first discussed;

C. Date grievance was filed in writing;

D. Name of supervisor with whom grievance was discussed;

E. Date grievance occurred;

F. Description of incident giving rise to the grievance;

G. Articles and Sections of the Agreement violated;

H. Desired remedy to resolve the grievance; and

I. Bargaining unit.

Section 14.6. There shall be an effort to settle disputes and controversies promptly through oral discussions between the employee and the immediate supervisor. Any matter which cannot be resolved through these discussions and which meets the definition of a grievance, as herein defined, may be submitted through the formal grievance procedure within the time limits set forth in Section 14.4 herein. The employee may be accompanied by the Union representative at any step of the grievance procedure.

Step 1: The grievance must be submitted in writing to the Police Chief or designee within the time limits set forth in Section 14.4 herein. The Police Chief or designee shall investigate the grievance and shall respond to the aggrieved employee within fourteen (14) calendar days following receipt of the grievance or within seven (7) calendar days following the meeting between the parties if such a meeting is requested by either party. If the grievance is not resolved in Step 1 it may be submitted in writing to the Director of Public Safety and Service within seven (7) calendar days following the response from the Police Chief.

Step 2: The Director of Public Safety and Service or designee, within fourteen (14) calendar days of receipt of a written grievance, shall review the allegations contained in the grievance, and if requested by either party, schedule a formal meeting with the employee and the employee's representative. Within seven (7) calendar days after the meeting or twenty-one (21) calendar days after the Director of Public Safety and Service receiving the grievance, if no meeting was requested, the Director of Public Safety and Service or designee shall provide a written response to the employee and the representative.

Step 3: **Arbitration:** If the grievance is not satisfactorily resolved by the Employer's response at Step 2, the Union shall have fourteen (14) calendar days in which to submit a written request for arbitration to the Employer. If a request for arbitration is

not received within the fourteen (14) calendar day period, the grievance shall be considered resolved. The following procedures shall be applicable to arbitration:

A. Upon receipt of a request for arbitration the Employer or designee and a representative of the Union shall meet within fifteen (15) calendar days to prepare a joint statement outlining the specific issue the arbitrator is to decide and jointly request a list of fifteen (15) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS) (Ohio). The panel must consist of arbitrators domiciled in Ohio and members of the National Academy of Arbitrators. The party requesting the list of arbitrators shall pay any fees required by FMCS to obtain the list of arbitrators. Upon receipt of the list of fifteen (15) arbitrators submitted to the parties by the FMCS, the parties shall alternately strike the names of the arbitrators until one name remains on the list. The party requesting arbitration shall strike the first name. The remaining name shall be designated as the arbitrator to hear the dispute in question. Each party may once reject the list and request from FMCS another list of fifteen (15) names. The party rejecting a list of arbitrators shall pay any fees required by FMCS to obtain another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service.

B. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party canceling the arbitration. This provision shall not preclude the parties from mutually agreeing to settle the grievance prior to arbitration and splitting the cost of any cancellation fee due.

C. The arbitrator's decision shall be limited to the interpretation, application or enforcement of the specific Articles in this Agreement. The arbitrator may not modify or amend the Agreement.

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

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

F. The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and hearing room, if any, shall be borne by the losing party. The expenses of any witnesses shall be borne, if any, by the party calling them. The fee of the court reporter shall be paid by the party asking for one; such fee shall be equally split if both parties desire a reporter or request a copy of any transcripts.

The arbitrator shall be requested to issue an opinion within thirty (30) days following the conclusion of the hearing or within thirty (30) days following the submission of post hearing briefs if either party desires to file such briefs. In the event of a split decision, the cost shall be borne equally by both parties.

The arbitrator's recommendation shall be final and binding on the City, the Union and the employee(s).

Section 14.7. When employees covered by this Agreement choose to represent themselves in the presentation of a grievance, the adjustment of the grievance shall not be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance the appropriate Union representative will be notified of the representative's right to be present at the adjustment. The Union has the right to withdraw the grievance or agree with management to settle the grievance at any step.

Section 14.8. This grievance procedure shall supersede and replace any other appeal procedures which might otherwise be available to employees.

ARTICLE 15
APPLICATION OF CIVIL SERVICE

Section 15.1. Whereas this Agreement may address subjects also addressed by the Civil Service laws and/or the Rules and Regulations of the Civil Service Commission of the City of Wapakoneta, the parties hereby mutually agree that this Agreement shall take precedence over any conflicting Civil Service provision and the Civil Service Commission shall have no jurisdiction to receive or determine any appeals relating to the interpretation or application of this Agreement.

Section 15.2. All matters relating to employee's terms and conditions of employment shall be governed by the negotiated Agreement or, where the Agreement is silent, by applicable laws or City ordinances.

Section 15.3. It is expressly understood that the conduct and grading of civil service examinations, the rating of candidates, and the establishment of eligible lists from examinations shall remain under the control and jurisdiction of the Civil Service Commission of the City of Wapakoneta.

ARTICLE 16
VACANCIES AND PROMOTIONS

Section 16.1. When the Employer determines that a vacancy exists in a bargaining unit classification, such vacancy shall be filled through the rules and procedures of the Civil Service Commission of the City of Wapakoneta.

Section 16.2. Any appeal to the provisions of this Article shall be to the Civil Service Commission of the City of Wapakoneta, and shall not be subject to the grievance procedure.

ARTICLE 17
WAGES

Section 17.1. Effective November 1, 2014, bargaining unit employees shall be paid in accordance with the following pay scale:

PATROL OFFICERS

	Step 1	Step 2	Step 3	Step 4	Step 5
Annual	$42,556.80	$46,841.60	$47,465.60	$48,006.40	$48,422.40
Biweekly	$1,636.80	$1,801.60	$1,825.60	$1,846.40	$1,862.40
Hourly	$20.46	$22.52	$22.82	$23.08	$23.28
Base Overtime	$30.69	$33.78	$34.23	$34.62	$34.92

The above hourly wage scale represents a 2% increase.

PATROL OFFICERS

Effective November 1, 2015, bargaining unit employees shall be paid in accordance with the following pay scale:

	Step 1	Step 2	Step 3	Step 4	Step 5
Annual	$43,409.60	$47,777.60	$48,422.40	$48,963.20	$49,400.00
Biweekly	$1,669.60	$1,837.60	$1,862.40	$1,883.20	$1,900.00
Hourly	$20.87	$22.97	$23.28	$23.54	$23.75
Base Overtime	$31.31	$34.46	$34.92	$35.31	$35.63

The above hourly wage scale represents a 2% increase.

PATROL OFFICERS

Effective November 1, 2016, bargaining unit employees shall be paid in accordance with the following pay scale:

	Step 1	Step 2	Step 3	Step 4	Step 5
Annual	$44,283.20	$48,734.40	$49,400.00	$49,940.80	$50,398.40
Biweekly	$1,703.20	$1,874.40	$1,900.00	$1,920.80	$1,938.40
Hourly	$21.29	$23.43	$23.75	$24.01	$24.23
Base Overtime	$31.94	$35.15	$35.63	$36.02	$36.35

The above hourly wage scale represents a 2% increase.

Section 17.2. Each newly hired patrol officer shall be assigned to Step 1 of the pay range or such higher pay step as determined appropriate by the Director of Public Safety and Service based on the employee's qualifications and experience.

Section 17.3. Upon the successful completion of six (6) months of continuous service, a newly hired patrol officer shall be advanced to the next higher pay step in the assigned pay range. Progression to the next step of the pay range shall occur upon completion of twelve (12) months of service in the previous pay step based on the employee's performance as determined by the Police Chief and the Director of Public Safety and Service. Performance review shall occur for all employees who have not reached Step 5, as follows:

Step 2: Prior to completion of six (6) months of service

Step 3: Prior to completion of twelve (12) months of service in Step 2

Step 4: Prior to completion of twelve (12) months of service in Step 3

Step 5: Prior to completion of twelve (12) months of service in Step 4

Any employee denied a pay step increase, as described above, shall be presented with a written explanation of the reason for the denial.

Section 17.4. Effective November 1, 2002 non-probationary Lieutenants shall be compensated at a rate of ten (10%) percent above the top base rate of a patrol officer. Probationary Lieutenants shall be compensated at a rate of seven (7%) percent above the top base rate of a patrol officer. Effective November 1, 2003 non-probationary Lieutenants shall be compensated at a rate of ten and one half (10.5%) percent above the top base rate of a patrol officer. Effective November 1, 2004 non-probationary Lieutenants shall be compensated at a rate of eleven (11%) percent above the top base rate of a patrol officer. Effective November 1, 2015, non-probationary Lieutenants shall be compensated at a rate of twelve percent (12%) above the top base rate of a patrol officer. Effective

November 1, 2016, non-probationary Lieutenants will be compensated at a rate of thirteen percent (13%) above the top base rate of a patrol officer.

Effective November 1, 2014, bargaining unit employees shall be paid in accordance with the following pay scale:

	Probationary Lieutenant	Non-Probationary Lieutenant
Hourly	$24.91	$25.84

Effective November 1, 2015, bargaining unit employees shall be paid in accordance with the following pay scale:

	Probationary Lieutenant	Non-Probationary Lieutenant
Hourly	$25.41	$26.60

Effective November 1, 2016, bargaining unit employees shall be paid in accordance with the following pay scale:

	Probationary Lieutenant	Non-Probationary Lieutenant
Hourly	$25.93	$27.38

Section 17.5. Upon the hire or promotion of an employee to Lieutenant the employee shall be assigned to the probationary pay range. Progression to the non-probationary pay range shall occur upon completion of the probationary period, as defined in Article 10 herein, based on the employee's performance as determined by the Police Chief and the Director of Public Safety and Service.

ARTICLE 18
LONGEVITY

Section 18.1. Each full time employee with five (5) or more years of continuous employment with the City shall receive, in addition to the employee's regular salary or hourly wage, longevity compensation at the following rates:

Patrol Officers:

Less than five (5) years of service	-0-
Five (5) full years of service	$150.00

An additional fifty dollars ($50.00) shall be added for each year of continuous service over five (5) years (i.e., $200.00 after six [6] full years of service).

Lieutenants:

Less than five (5) years of service	-0-
Five (5) full years of service	$150.00

An additional thirty dollars ($30.00) shall be added for each year of continuous service over five (5) years (i.e., $180.00 after six [6] full years of service).

Section 18.2. Longevity compensation shall be accumulated by the City and paid to said employees on the first pay of December of each year.

In the event an employee terminates employment with the City, the employee's longevity pay as provided herein shall be prorated over the period of employment in the year of termination.

Section 18.3. "Continuous Employment" as used in this Section means full-time employment by the City, including regular vacation, sick leave and other authorized paid leave time.

Continuous employment shall commence at the Employee's most recent date of employment. Longevity pay shall be computed and go into effect on the first day of the first full pay period after the anniversary date of such employment, assuming the time and continuous employment provisions are met.

ARTICLE 19
SHIFT DIFFERENTIAL PAY

Section 19.1. A shift differential of thirty-five cents ($.35) per hour shall be paid for hours worked between 4:00 p.m. and 12:00 midnight.

Section 19.2. A shift differential of forty cents ($.40) per hour shall be paid for hours worked between 12:00 midnight and 8:00 a.m.

Section 19.3. A shift differential of forty cents ($.40) per hour shall be paid to all employees regularly scheduled to work hours on a shift which begins and ends between the hours of 8:00 p.m. and 4:00 a.m.

ARTICLE 20
EDUCATIONAL INCENTIVE

Section 20.1. A bargaining unit employee shall be paid an additional ten dollars ($10.00) per biweekly pay period for obtaining an Associate Degree in Police Science or an additional twenty

dollars ($20.00) per biweekly pay period for obtaining a Bachelor's Degree in Police Science. An employee shall be paid for only the highest degree obtained.

Section 20.2. The educational incentive shall be made effective at the beginning of the first full pay period following the employee's presentation of satisfactory evidence to the Director of Public Safety and Service that the employee has obtained the degree.

Section 20.3. Patrol Officers: An employee who obtains EMS certifications shall be paid the following amounts provided the employee conforms to the requirements contained herein:

EMT	$500.00
EMT-A	$1,000.00
PARAMEDIC	$1,500.00

Upon achieving any of the above certifications the employee must notify the Employer of such certification and provide a copy of the certification to the Employer.

No employee shall receive more than one (1) of the above listed amounts.

The Employer shall make the above payments with the first full pay period in December of each year.

Any employee approved to receive payments pursuant to this Article may be required by the Employer to utilize the skills attained through EMS certification as an essential job function.

Should any employee fail to maintain any of the above certifications, the employee shall not be entitled to the payment contained herein for that individual certification.

ARTICLE 21
UNIFORM ALLOWANCE

Section 21.1. The Employer shall provide each new bargaining unit employee with one (1) initial set of uniforms as designated and described in the Wapakoneta Police Department Uniform Dress Code.

Section 21.2. The Employer shall pay each bargaining unit employee an annual uniform allowance as follows:

A. Following completion of the officer's first year of employment in the Police Department, such officer shall be paid a uniform allowance of one hundred dollars ($100.00).

B. In January of the second calendar year following the officer's entry into the Police Department and annually thereafter, the officer shall be paid a uniform allowance of $550.00 per calendar year.

Section 21.3. Equipment and other items not issued or required by the Employer may be utilized or worn only with the permission of the Police Chief.

Section 21.4. All equipment and uniforms issued by the Employer are and shall remain the property of the Employer. Upon termination of employment, all equipment and uniforms shall be returned to the Employer in the condition as when issued allowing for reasonable wear and tear, prior to the issuance of any final compensation to the employee.

Section 21.5. Employees shall be expected to present themselves for duty in proper uniform and to maintain a neat, professional appearance whenever on duty or acting under the colors of the Police Department. Employees shall be subject to periodic inspections by the Police Chief. Police Department uniforms shall not be worn by employees when they are off duty except as authorized by the Police Chief.

ARTICLE 22
CALL-IN/COURT TIME/CANINE UNIT

Section 22.1. A "call-in" occurs when a supervisor specifically requests an employee to return to work to do unscheduled or emergency work after the employee has left work upon completion of the employee's regular workday or during the employee's regularly scheduled day off. Hours worked contiguous to an employee's regular work shift which do not require additional travel to and from work shall not qualify as a call-in. An employee qualifying for call-in pay shall receive a minimum of two (2) hours of pay at the applicable hourly rate as provided in Article 23 herein. For purposes of this Section, the call-in shall start at the time the employee is called to report to work.

Section 22.2. Employees required to testify in court in the performance of their duties as a police officer or who are required to perform a specific duty assigned by a judge of said court during their non-contiguous off-duty hours or their regularly scheduled day off, shall qualify for court time pay. An employee qualifying for court time pay shall receive a minimum of two (2) hours of pay at the applicable hourly rate as provided in Article 23 herein. After the employee has completed the court duties, the employee shall be free of any other Department obligations unless an emergency should arise.

Section 22.3. Any bargaining unit employee assigned to care for a Police Department canine shall receive two (2) hours' pay per week at the applicable hourly rate to care for the canine which shall include, but not be limited to, the following: grooming, feeding, exercising, and training.

Section 22.4. Any bargaining unit employee assigned to care for a Police Department canine shall receive thirty-five dollars ($35.00) per month for the purchase of the approved dog food unless the approved dog food is provided to the Police Department through donation.

ARTICLE 23
HOURS OF WORK/OVERTIME

Section 23.1. The normal workday shall consist of eight (8) hours for Patrol Officers and eight and one-quarter (8.25) hours for Lieutenants with a one-half (½) hour paid lunch period during which the employee shall remain subject to call. The normal workweek shall consist of forty (40) hours for Patrol Officers and forty-one and one-quarter (41.25) hours for Lieutenants in five (5) consecutive days. This Article shall not, however, be construed as a guarantee of work hours or days by the Employer.

Section 23.2. Overtime shall be paid at the rate of one and one-half (1½) times an employee's straight-time base hourly rate for all hours worked in excess of forty (40) hours for Patrol Officers and forty-one and one-quarter (41.25) hours for Lieutenants during the seven (7) day work period. For purposes of computing overtime, the seven (7) day work period shall begin at 12:01 a.m. on Monday and end at 12:00 midnight on the following Sunday. There shall be no compounding of hours worked or pyramiding of premium pay for hours worked in the calculation of an employee's entitlement to overtime. For purposes of calculating overtime, all hours in active pay status shall be considered as hours worked except for paid sick leave hours or holiday option pay.

For purposes of compliance with the FLSA and in the event of an audit by the Department of Labor, the parties agree the Employer has adopted a 207(k) (28 day/171 hour) schedule.

Section 23.3. Any bargaining unit employee may request to accumulate compensatory time off in lieu of receiving overtime pay for any authorized overtime worked. Compensatory time shall be authorized at the Employer's discretion. If the employee wishes to request compensatory time, the employee shall designate such request in writing to the Employer prior to the end of the pay period in which the overtime is worked.

> Patrol Officers: Compensatory time, if authorized, will be accumulated on a time and one-half (1½) basis for each hour of overtime worked. Employees may accumulate up to a maximum of eighty (80) hours of compensatory time per contract (November 1 through October 31) year. Once eighty (80) hours of compensatory time is accumulated at anytime during the contract year, the employee will become ineligible to accumulate any additional compensatory time until the following contract year. Any accumulated compensatory time not used by October 15 or scheduled to be used by October 31 of a contract year shall be paid at the applicable hourly rate on the last pay check in October. All employees must have a zero balance of compensatory time by October 31.
>
> Lieutenants: Compensatory time, if authorized, will be accumulated on a time and one-half (1½) basis for each hour of overtime worked. Employees may accumulate up to a maximum of forty (40) hours of compensatory time.

Employees wishing to use compensatory time off must request such time off in advance. Any compensatory time off must be scheduled at a time mutually agreeable to both the Employer and the employee.

Section 23.4. When the Employer determines it is necessary to work bargaining unit employees overtime, the Employer will make a concerted effort to distribute overtime opportunities in an equitable manner. Any bargaining unit employee may be required to work overtime in situations where adequate staffing cannot otherwise be obtained. The Employer agrees that a patrol officer will not be required to accept compensatory time in lieu of payment for any overtime opportunity.

ARTICLE 24
OFFICER IN CHARGE PAY

Section 24.1. Senior police officers who serve in place of their regular shift Lieutenant shall have an opportunity to receive an additional sixty cents ($.60) per hour. To qualify for this additional pay, the senior officer must be assigned as officer in charge for four (4) hours or more. No additional pay shall be awarded to police officers who serve as officer in charge for less than four (4) hours.

Section 24.2. Senior police officers assigned by the Employer to serve in a regular Lieutenant's position for more than thirty (30) calendar days, shall thereafter be paid at the rate specified for the step in the Lieutenant's pay range that most immediately exceeds the officer's usual rate of pay.

Section 24.3. Lieutenants who serve in place of the Police Chief shall have an opportunity to receive an additional seventy cents ($.70) per hour. To qualify for this additional pay, the Lieutenant must be assigned Acting Police Chief for four (4) hours or more. No additional pay shall be awarded to Lieutenants who serve as Acting Police Chief for less than four (4) hours.

Section 24.4. Lieutenants assigned by the Employer to serve as Acting Police Chief for more than thirty (30) calendar days, shall thereafter be paid at the rate specified for the step in the Police Chief's pay range that most immediately exceeds the Lieutenant's usual rate of pay.

ARTICLE 25
HOLIDAYS

Section 25.1. The recognized holidays for bargaining unit employees shall be as follows:

New Years Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Friday After Thanksgiving	Friday following fourth Thursday in November
Christmas Day	December 25
Employee Birthday	

Section 25.2. After completion of one (1) full year of service, a new employee shall be credited with floating holidays, in lieu of payment for the holidays listed in Section 25.1 above, on the employee's first anniversary date of employment. The number of floating holidays credited shall be proportionate to the number of holidays which occurred in the previous calendar year following the

employee's date of hire. Thereafter the employee shall be credited with eight (8) floating holidays (eight [8] hours paid leave each for patrol officers and eight and one-quarter [8 ¼] hours paid leave each for lieutenants) on January 1 of each subsequent calendar year. Any employee required to work on any of the recognized holidays after the employee's first year of employment may elect, in lieu of receiving a floating holiday, to be paid eight (8) hours for patrol officers and eight and one-quarter (8 ¼) hours for lieutenants holiday pay plus receive pay for all hours actually worked on the holiday at one and one-half times the applicable hourly rate as provided in Article 23 herein. Any employee terminating employment prior to completion of one (1) full year of service shall not be entitled to any holiday payment.

Section 25.3. The holiday shall be considered the period beginning at 12:01 a.m. and ending at 12:00 midnight on the date specified in Section 25.1 herein.

Section 25.4. Floating holidays may be scheduled off in not less than one (1) day increments subject to the approval of the Police Chief based on the operational requirements of the Department. Floating holidays must be used within the calendar year in which they are granted or they shall be forfeited as of December 31.

ARTICLE 26
VACATION

Section 26.1. Each full-time bargaining unit employee who has completed at least one (1) full year of service with the City shall be entitled each January 1, thereafter to the corresponding number of vacation days based on the employee's date of hire and total years of service as follows:

Employees hired prior to January 1, 1988:

Length of Service with the City	Vacation Days
One (1) full year but less than ten (10) years	10 days
Ten (10) full years but less than fifteen (15) years	15 days
Fifteen (15) full years but less than twenty (20) years	20 days
Twenty (20) full years or more	25 days

Employees hired on or after January 1, 1988:

Length of Service with the City	Vacation Days
One (1) full year but less than ten (10) years	10 days
Ten (10) full years but less than fifteen (15) years	15 days

Fifteen (15) full years but less than twenty-five (25) years	20 days
Twenty-five (25) full years or more	25 days

Vacation shall be credited to the employee each January 1 based on the number of years of service completed as of that date. Vacation shall accrue during any periods of paid leave but shall be prorated for any period of the year the employee was not in active pay status with the City.

A new employee whose date of hire is other than January 1 shall be credited with vacation on the employee's anniversary date in the following year on a *pro rata* basis proportionate to the number of months worked in the preceding calendar year. Thereafter the employee shall be credited with additional vacation each January 1 in accordance with the provisions in the preceding paragraph. Any employee terminating employment prior to completing the first full year of employment shall not be entitled to any vacation payment.

Section 26.2. Employees shall be compensated for each day of vacation used at their regular straight time base rate of pay. Vacation may only be used for absence from previously scheduled regular work time.

Section 26.3. Vacation time normally must be used between January 1 or other date when the vacation is first credited and December 31 of the same calendar year. A vacation schedule will be determined by April 1 of each calendar year with employees being given preference for requested vacation dates based on total seniority. After April 1, vacation requests will be determined on a "first request submitted" basis. Employees shall be permitted to make vacation requests at any time during the calendar year. All vacation requests shall be subject to approval of the Police Chief based on the operational requirements of the Department.

Section 26.4. The Police Chief with the concurrence of the Director of Public Safety and Service may, in special and meritorious cases, permit an employee to carry over up to one (1) week of vacation to the following calendar year. A request to carry over vacation must be submitted to the Police Chief by October 1 of the calendar year in which such vacation is normally required to be taken. Any vacation time not used within the calendar year it was granted or not approved for carry over to the following calendar year, will be forfeited as of December 31.

Section 26.5. Notwithstanding the provisions of Section 26.3 herein, vacation requests of five (5) consecutive days shall take precedence over vacation requests of shorter duration.

Section 26.6. In so far as practical, an effort will be made to schedule vacations at the time most preferable to the employee. Vacations shall be scheduled in not less than eight (8) hour increments. However, all vacation scheduling shall be subject to the approval of the Police Chief and geared to the Employer's needs for the employees' services.

Section 26.7. An employee, suffering an illness or injury, may elect to take accumulated but unused paid vacation leave after exhausting all other accumulated but unused paid leave.

Section 26.8. In determining years of service as provided in Section 26.1 above, only years of continuous employment with the City of Wapakoneta shall be considered applicable.

ARTICLE 27
SICK LEAVE

Section 27.1. Each employee covered by this Agreement shall be entitled for each completed hour in active pay status, not including overtime, to .0462 hours of sick leave.

Section 27.2. Unused sick leave shall be accumulated without any maximum limit. When sick leave is used, it shall be deducted from the employee's credit on the basis of one-half (½) hour for every one-half (½) hour or portion thereof of absence from previously scheduled work. An employee shall only be permitted to use sick leave for those days on which the employee would have otherwise been regularly scheduled to work, not including scheduled overtime hours.

Section 27.3. Sick leave benefits will be granted only for absence from duty due to the personal illness, legal quarantine, or injury of the employee or serious illness or injury of a member of the employee's immediate family wherein the employee's presence is required to care for the ill or injured family member. Immediate family shall be defined for purposes of this Article as the employee's spouse, child, stepchild or other family member, who lives in the employee's household. In the event other family members are hospitalized, scheduled for surgery or otherwise convalescent to the extent that the employee's presence is reasonably necessary, or the employee is required to care for minor children due to the illness or injury of the spouse, the Director of Public Safety and Service may authorize sick leave payment. Absence due to sickness in the immediate family, requiring the continuous presence of the employee at home or to make arrangements for hospitalization or other care, shall not exceed three (3) workdays.

Section 27.4. When an employee is unable to report for work for reasons as set forth in Section 27.3, the employee shall contact the appropriate supervisor not less than one (1) hour prior to the regular reporting time and inform the supervisor of the nature of the illness or injury and the phone number and address where the employee may be contacted during the absence. The employee must notify the supervisor in this manner each succeeding day of absence unless other arrangements are authorized by the supervisor. Failure to comply with this requirement shall be grounds for disciplinary action and denial of sick leave payment.

Section 27.5. Each employee requesting sick leave shall submit a satisfactory written and signed statement stating the nature of the illness, to justify the use of sick leave. If an employee is absent three (3) or more days, or if an employee has established a record of excessive or pattern of absences, as determined by the Employer, a certificate stating the nature of the illness from a licensed physician may be required. Falsification of a written signed statement or a physician's certificate shall be grounds for disciplinary action and denial of sick leave payments. The Employer may order an employee claiming or suspected of an illness or injury rendering the employee unable to perform the duties of the employee's position, to submit to an examination by a designated physician at the Employer's expense.

Section 27.6. While absent from work due to an illness or injury employees are expected to remain at home caring for themselves or family member's illness or injury, or at a place which administers medical attention (hospital, doctor's office, clinic, etc.) and be able to document any absences from home. The Director of Public Safety and Service may waive the requirements contained in the preceding sentence upon submission of a proper document from the employee's physician. Any absence from duty as a result of a claimed illness or injury may be investigated by an authorized City representative.

Section 27.7. No sick leave benefits shall be paid for convalescence outside of Auglaize County without prior written approval of the Employer unless the employee is a patient in a hospital or other institution.

Section 27.8. Sick leave benefits shall not be paid without the completion of proper forms provided by the Employer and the approval of the Director of Public Safety and Service.

Section 27.9. Upon completion of an employee's probationary period, the employee shall be eligible to receive credit for up to forty (40) hours of sick leave accumulated during previous periods of public employment. In order to qualify for such sick leave credits, employment must take place within one (1) year of the date on which the employee was last separated from public service. Verification of sick leave from the previous employer and application for sick leave credit must be submitted during the employee's first six (6) months of employment with the City.

Section 27.10. Bargaining unit employees shall earn "bonus" personal leave days with pay for each calendar year worked in which sick leave usage is limited in accordance with the following formula:

Sick Leave Hours Used	Personal Leave Days Earned
0 – 7	Three (3)
8 – 15	Two (2)
16 – 23	One (1)

Funeral leave shall not be considered in determining the number of personal leave days earned.

Bonus personal leave shall be credited each January 1 following the signing of this Agreement based on the employee's sick leave usage during the previous calendar year. Bonus personal leave days earned in accordance with this article shall be scheduled off in the same manner as vacation days.

ARTICLE 28
FUNERAL LEAVE

Section 28.1. An employee shall be entitled to the use of up to three (3) working days of sick leave, if requested, to make funeral or other arrangements or to attend funeral services in the event of a death in the employee's or the employee's spouse's immediate family. For the purpose of this, immediate family shall be defined as: spouse, child, stepchild, mother, father, stepparent, sister, brother, grandparents and grandchildren.

Section 28.2. If requested, employees may use one (1) day of sick leave to attend the funeral of any other family members or coworker employed by the Employer or other person at the discretion of the Director of Public Safety and Service.

Section 28.3. Funeral leave shall not be granted for dates following the date of the funeral.

Section 28.4. In the event of the death of any person referred to in this Article, no employee shall receive sick leave pay for any day or part of a day on which the employee was not regularly scheduled to work.

ARTICLE 29
PAYMENT OF ACCUMULATED SICK LEAVE UPON RETIREMENT

Section 29.1. Upon retirement from active service with the City, an employee shall be entitled to receive payment for one-half (50%) of their accrued but unused sick leave up to a maximum payment equal to one-half (50%) of two thousand eighty (2,080) hours pay. The total payment to the employee shall not exceed one thousand forty (1,040) hours of pay at the employee's base hourly rate of pay at the time of retirement.

Section 29.2. In order to qualify for payment as outlined in Section 29.1 above, the employee must be eligible for service or disability retirement under the Ohio Police and Firemen's Disability and Pension Fund at the time of separation from City service, must have ten (10) or more years of service with the City of Wapakoneta and must make written application for such payment prior to separation from City service.

Section 29.3. Payment as outlined in Section 29.1 above shall be only for those sick leave hours earned while employed by the City of Wapakoneta. Such payment shall be made only once and shall eliminate all sick leave accrued by the employee.

ARTICLE 30
PAYMENT OF ACCUMULATED SICK LEAVE TO AN ESTATE

Section 30.1. In the event of the death of a bargaining unit employee, payment of earned but unused sick leave shall be made to the employee's beneficiary in accordance with Section 2113.04 of the Ohio Revised Code at the following rates:

City Employees Hired Prior to January 1, 1988:

Rate	Maximum Payment
50% of the value of the employee's earned but unused sick leave credit	Unlimited

City Employees Hired January 1, 1988 or Later:

Rate	Maximum Payment
25% of the value of the employee's earned but unused sick leave credit figured on maximum of 120 days	25% of 120 days (maximum payment for 240 hours)

Section 30.2. In order to qualify for payments as outlined in this Article, the employee must have had ten (10) or more years of service with the City prior to the date of death.

Section 30.3. Payment for unused sick leave as outlined in this Article shall be based on the employee's rate of pay on the date of death and shall eliminate all sick leave credit accrued by the employee.

ARTICLE 31
INJURY LEAVE

Section 31.1. If an employee suffers an on-the-job injury or illness compensable by the Bureau of Workers' Compensation while performing assigned duties in a non-negligent manner, such employee shall be entitled to paid injury leave not to exceed sixty five (65) actual paid days, excluding regularly scheduled days off of work, but for a period not to exceed ninety (90) calendar days from the date of the injury as provided herein, per injury, provided the employee complies with the following process. Such pay shall be a wage continuation and shall be paid at the employee's regular base rate of pay with all benefits, as provided for in this labor agreement and based upon the employee's normal workday as defined by Article 23, Hours of Work and Overtime.

Section 31.2. In order to qualify for paid injury leave as provided above, the employee must cooperate fully in processing the Workers' Compensation claim for medical coverage only for the same time that the employee receives paid injury leave as defined herein and must be deemed qualified for Workers' Compensation payments by the Bureau of Workers' Compensation. Any employee who files a claim with Workers' Compensation for lost time wages for the same time period that the employee receives paid injury leave, as defined herein, shall not be eligible for paid injury leave as provided for in this article. However, the Employer, at its sole discretion, may extend paid injury leave.

Section 31.3. The employee must complete and submit a "Report of Injury" Form to the Safety-Service Director within forty-eight (48) hours of the incident if physically able or within forty-eight (48) hours after becoming physically able.

Section 31.4. Subject to any work limitations provided by an appropriately licensed physician, the employee shall return to work in a transitional work assignment, if available, during such period of disability. Said assignment shall be at the sole discretion of the Employer subject to the work limitations identified above. If a transitional work assignment is not applicable due to the employee's injury or if such is not available, as determined by the Employer, the employee shall, at

the request of the Employer, submit to a physical exam by a licensed physician of the Employer's choice to determine if physical therapy may aid in the employee's recuperation and return to work. Physical examinations required by the Employer and subsequent treatment, if participation is required by the Employer, pursuant to this article shall be at the Employer's expense. Paid injury leave shall not be considered in determining the number of personal leave days earned under Section 27.10.

Section 31.5. Time worked by an employee in a transitional work assignment shall not be counted against the amount of paid injury leave, as defined herein. Any employee who is ineligible for paid injury leave or who exhausts paid injury leave shall retain all rights regarding Workers' Compensation benefits as contained in the Ohio Revised Code Chapters 4121 and 4123.

ARTICLE 32
MILITARY LEAVE

Section 32.1. Military leave and pay shall be provided and paid to employees as required by federal and state laws and regulations governing state and federal military leave. The benefits and compensation afforded to bargaining unit employees shall not be less than that provided by such federal and state laws and regulations.

ARTICLE 33
PERSONAL LEAVE DAYS

Section 33.1. After completion of one (1) full year of service each bargaining unit employee shall receive three (3) paid personal leave days each calendar year. Personal leave time not used within the calendar year in which it is granted shall be forfeited. After the first year of service personal leave days will be credited on January 1 of each year.

Section 33.2. Employees shall schedule the use of earned personal leave time with pre-approval of the Police Chief. Personal leave may be scheduled in increments of four (4) hours or more. Employees shall be permitted to make personal leave time requests at any time during the calendar year. Personal leave time not scheduled for use within the prescribed time frames shall be forfeited.

ARTICLE 34
UNPAID LEAVES OF ABSENCE

Section 34.1. A leave of absence without pay for a period not to exceed sixty (60) calendar days may be granted for reasons subject to the prior approval of the Police Chief and Director of Public Safety and Service provided the employee can be spared from the employee's position for the period of such leave without the necessity of a replacement. An employee shall not engage in gainful employment either in the services of another employer or through self-employment while on a leave of absence from the City. Purposes for which an unpaid leave may be granted include but are not limited to the following:

A. To further an employee's education (ordinarily such a leave will be granted only if the leave will directly benefit the City as well as the individual and provided the employee agrees to return to City employment for a specified period of time after such leave);

B. To attend funerals not covered by paid leave.

Except as otherwise provided by the Family and Medical Leave Act, continuation of health insurance coverage during an unpaid leave of absence shall be at the employee's own expense.

An unpaid leave may be extended in thirty (30) day increments upon application by the employee and approval of the Police Chief and Director of Public Safety and Service. The Police Chief shall transmit a request for an unpaid leave to the Director of Public Safety and Service who will approve or disapprove the request.

Section 34.2. An employee desiring a leave of absence without pay shall submit a written application to the Police Chief outlining the reason for the request not less than five (5) workdays prior to the date the leave is requested to begin. Exceptions to the five (5) days advance notice may be made for emergency situations. Any employee absent from work without obtaining an approved leave will be considered absent without leave (AWOL) and will be subject to disciplinary action.

Section 34.3. Pursuant to the Family and Medical Leave Act of 1993, FMLA leave may be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1,250 hours of service during the previous twelve (12) months before the leave commences.

Section 34.4. The Employer shall comply with its duties and obligations under the Family and Medical Leave Act of 1993. The Employer may promulgate policies in furtherance of this objective that do not conflict with this Agreement and/or the Family and Medical Leave Act of 1993. Any ambiguities in its duties and obligations shall be resolved by reference to the FMLA, 29 CFR 825, and applicable case law. References herein to the Family and Medical Leave Act of 1993 includes subsequent amendments.

Section 34.5. An employee granted an unpaid leave of absence and/or FMLA leave shall continue to accrue seniority during the period of leave provided the employee follows the proper procedures for requesting such leave and returns to work at the expiration of the approved leave period. However, the employee shall not be entitled to holiday pay, accrual of sick leave, vacation or other similar benefits while in unpaid status.

Section 34.6. An employee may be permitted to return from a leave of absence or FMLA Leave prior to its expiration only with the approval of the Police Chief and Director of Public Safety and Service.

Section 34.7. If an employee fails to return to work upon expiration of the leave, the Employer may consider the employee's failure to return as job abandonment, and may permanently remove the employee from the position.

ARTICLE 35
INSURANCE

Section 35.1. The Employer shall provide and pay for a twenty thousand dollar ($20,000.00) group term life insurance, including a twenty thousand dollar ($20,000.00) accidental death policy, covering all full-time permanent employees included in the bargaining unit.

Section 35.2. Group hospitalization insurance, including medical coverage and prescription drug will be provided for the employee and dependents as defined by the plan. Effective January 1, 2012, the City will pay 75% of the monthly premium for individual or family coverage for each full-time bargaining unit employee. The employee will pay 25% of the monthly premium for individual or family coverage.

Section 35.3. Unilateral plan changes made by the insurance carrier will be incorporated in the plan. The City shall maintain the exclusive right to select the insurance carrier or other means of providing insurance coverage. The City may contract for alternative insurance plans provided the employee's total out-of-pocket claims expense under such plan for basic non-major medical claims does not exceed one thousand dollars ($1,000.00) per year for single coverage or two thousand dollars ($2,000.00) per year for family coverage.

Section 35.4. Employees shall become eligible for health and life insurance coverage on the first of the month following completion of their first sixty (60) days of employment.

Section 35.5. The City will provide and pay for professional liability insurance coverage for each bargaining unit employee in the amount of one million dollars ($1,000,000.00) per person, per incident. This coverage will protect the above name insured persons for liability caused by an occurrence arising out of the lawful performance of the insured's duty to provide law enforcement and/or Departmental approved activities.

Section 35.6. In addition to the requirement of the City to offer a health insurance plan that meets the requirements of this article, the City may offer a second group hospitalization plan for employees and their families, which may include medical coverage and prescription drug for which the premium caps outlined in Section 35.2 shall apply. The City may also offer a Health Savings Account (HSA) to bargaining unit employees. Participation in any HSA offered by the City pursuant to this article by bargaining unit employees shall be voluntary. Such HSA plan shall not be subject to any requirements contained within this article.

ARTICLE 36
DAMAGE TO PERSONAL PROPERTY

Section 36.1. The Employer shall pay up to fifty dollars ($50.00) for the repair or replacement of an officer's watch and repair or replace an employee's eyeglasses or contact lenses damaged during a good faith effort to prevent criminal conduct or apprehend a person suspected of committing criminal conduct. Uniforms damaged under such circumstances shall be repaired or replaced without cost to the officer. The Employer reserves the right to determine whether the item can be repaired or must

be replaced. Reimbursement shall not exceed the actual cost for the repair or replacement of the damaged item.

Section 36.2. An invoice and request for reimbursement must be submitted to the Director of Public Safety and Service. If the damaged personal property qualifies for reimbursement by anyone other than the City, the employee shall complete all required forms to obtain such reimbursement. The total reimbursement received by the employee from all sources shall not exceed the actual cost for repair or replacement of the damaged item and any excess monies shall be returned to the City.

ARTICLE 37
EXPENSE REIMBURSEMENT

Section 37.1. Employees covered by this Agreement who are required by the Employer to use their personal vehicles for the conduct of the Employer's operations and services, shall be reimbursed at the IRS standard mileage rate per mile for each business mile driven.

Section 37.2. Employees shall record all reimbursable mileage traveled and shall complete and submit to the Employer all forms and documents required by the Employer for reimbursement of mileage expense. All mileage expense must be approved by the Mayor, Police Chief and the Director of Public Safety and Service prior to incurring said expenses.

Section 37.3. Employees using their personal vehicles in accordance with this Article shall provide to the Employer proof of possession of liability insurance on such personal vehicles.

Section 37.4. Employees may be reimbursed for meals, lodging and other travel expenses in accordance with the City's policy when traveling outside the City for authorized City business. Employees must submit the appropriate expense request form as required by the Employer with receipts attached. All requests for reimbursement are subject to the review and approval of the Mayor, Police Chief and Director of Public Safety and Service before any such expenses are incurred by the employee.

ARTICLE 38
TRAINING

Section 38.1. The Employer and the employees agree training is beneficial and essential to provide service to the public.

Section 38.2. Tuition and fees for all training required by the Employer shall be borne by the City.

Section 38.3. Time spent by employees attending lectures, meetings, classes and training programs is not considered hours worked when all four of the following criteria are met:

A. Such time is spent outside normal working hours;

B. Attendance by the employee is voluntary;

C. The lecture, meeting, class or training program is not directly job-related;* and

D. The employee does not perform any productive work for the Employer during the employee's attendance.

Training is directly "job-related" if it is designed to enable the employee to perform the employee's job more effectively. Training is not job-related if it is designed to train the employee to perform a different job.

Employees shall not be compensated for any training not authorized in advance by the Employer.

Section 38.4. If additional training is necessary and beneficial to the employee and the Department, as determined by the Police Chief, the Employer agrees to send those bargaining unit employees who request, to said training subject to the availability of funding and staffing.

Section 38.5. Notwithstanding the other provisions of this Agreement, the Employer may adjust work schedules, assign employees to alternate work shifts or change employees' scheduled days off to accommodate training of employees.

Section 38.6. Each bargaining unit employee shall be required to pass a firearms proficiency test with every type of City issued firearm the employee is expected to use at least once each calendar year. Any employee failing to qualify within sixty (60) days following the initial firearms proficiency test and at least three attempts to qualify shall be terminated from employment.

Section 38.7. The Employer shall provide one hundred and fifty (150) rounds of practice ammunition for the duty weapon to each officer each year in addition to the ammunition required for firearms proficiency testing. The Employer shall provide an additional 100 rounds of practice ammunition for the patrol rifle, as described by the Fact-finder's recommendations in SERB case numbers 08-MED-08-0775/0776, to each officer each year who uses a patrol rifle. This is in addition to the ammunition required for firearms proficiency testing.

ARTICLE 39
PHYSICAL EXAMS

Section 39.1. If the Employer has a reasonable suspicion for believing employees are no longer mentally or physically capable of performing the essential functions of their positions, or pose a threat to themselves or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense.

Section 39.2. Upon receipt of the medical professional's opinion on fitness for work, the Employer, the Union and the employee will meet to discuss possible alternatives and/or accommodations.

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*Voluntary attendance by an employee at an independent school or college outside working hours is not considered hours worked, even if the courses taken are directly job-related.

Section 39.3. If no alternative or reasonable accommodation is mutually agreeable, then the employee will be placed on sick leave or if the employee has no sick leave available, on an unpaid leave of absence in accordance with Article 34 herein. If the employee is unable to return to work following the unpaid leave, the employee shall be given a permanent disability separation. In the event of a dispute between the opinion of the employee's physician and the physician selected by the Employer, the parties shall mutually select a third physician to issue a final opinion. The cost of the third physician shall be paid by the employee.

ARTICLE 40
TRADING SHIFTS

Section 40.1. No employee shall ever trade a shift or assignment without the expressed written consent of the Chief of Police or designee. Except where mutually agreed otherwise, after trading shifts the requesting employee must remain on that shift for a minimum of six (6) months. This shall not be interpreted to restrict the Police Chief's authority to assign shifts.

Section 40.2. The Police Chief shall normally provide the employee three (3) weeks advance notice before reassigning the employee to different working hours or to another shift, unless mutually agreed otherwise. In extenuating circumstances, the Police Chief may reassign an employee to different working hours or another shift with less than three (3) weeks advance notice by providing the employee with as much advance notice as is practical.

ARTICLE 41
DRUG/ALCOHOL TESTING

Section 41.1. Drug/alcohol testing may be conducted on employees (pre-hire, post-incident, physical examination, random, or reasonable suspicion). In addition, any probationary employee may be required as a condition of employment to participate in any unannounced mandatory drug test scheduled during the probationary period.

Bargaining unit employees may of their own volition, even if not ordered to do so, undergo a drug and/or alcohol screening test if they are involved in an on duty incident or accident involving bodily injury, extensive property damage or death. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

Section 41.2. All drug screening tests shall be conducted by laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) or certified by a SAMHSA-recognized certification program. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test or equivalent. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this.

Section 41.3. Alcohol testing shall be done to detect employees reporting for duty or on duty while under the influence. A positive result of a blood alcohol concentration of .03% or above shall entitle the Employer to proceed with sanctions as set forth in this Article.

Section 41.4. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided for in this Article shall be grounds for discipline.

The Employer may suspend the employee without loss of pay before the time the confirmatory test results are complete. If the screening test and confirmatory test are positive, the Employer may discipline the employee including withholding payment for any days the employee has already been suspended. The use of illegal substances, on or off duty, will ordinarily result in termination of employment. The improper use of prescription drugs and/or alcohol may result in a lesser discipline, depending upon the relevant circumstances. Such discipline must be uniform in its application.

Section 41.5. The Medical Review Officer (MRO) shall notify each employee who has a confirmed positive test that the employee has seventy-two (72) hours in which to request a test of the split specimen. If the employee requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a verified positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another DHHS-certified laboratory for analysis.

If the employee does not request a test of the split specimen within the authorized time limit or if the analysis of the split specimen confirms the positive results of the original test, the Employer may proceed with the sanctions as set forth in this Article.

If the analysis of the split specimen fails to reconfirm the positive results of the original test or if the split specimen is unavailable, inadequate for testing or untestable, the MRO shall cancel the test and report the cancellation and reasons for it to the Employer and the employee.

The laboratory shall report as negative all specimens that are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive shall be reported positive for a specific drug.

Section 41.6. If the testing required above has produced a positive result indicating use of a non-illegal drug, the Employer may take disciplinary action and/or require the employee to participate in a rehabilitation or detoxification program. An employee required to participate in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave and personal leave days for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to the employee's former position. Such employee may be subject to periodic retesting upon return to work for a period of one (1) year. Any employee in a

rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay for a period not to exceed ninety (90) days.

Section 41.7. If the employee refuses to undergo rehabilitation or detoxification, fails to successfully complete the rehabilitation or detoxification program, or tests positive during a retesting within one (1) year after the employee's return to work from such a program, the employee shall be subject to disciplinary action up to and including termination of employment.

Section 41.8. Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee, other than post-incident testing, shall be at the employee's expense.

Section 41.9. All tests results and actions taken under or pursuant to this Article shall be kept confidential in accordance with and subject to state and federal law.

ARTICLE 42
NO STRIKE/NO LOCKOUT

Section 42.1. The parties agree that the services performed by the employees covered by this Agreement are essential to the public health, safety and welfare. Therefore, understanding that this Agreement provides machinery for the orderly resolution of grievances, the parties agree that neither the Union nor any member or officer thereof shall individually or collectively, for any reason, authorize, cause, support, condone, sanction or engage, participate or assist in any sick call, boycott, work stoppage, walkout, slowdown, picketing, sympathy strike, strike or any other concerted activity which would interrupt or limit the Employer's operations or performance of the Employer's services during the term of this Agreement. Likewise, the Employer agrees that neither it nor its designee(s), individually or collectively will authorize, cause, support, condone, sanction or engage, participate or assist in any lockout of employees during the term of this Agreement. The Employer's right to maintain the security of the City's facilities during any work stoppage as described above shall not be construed as a lockout.

Section 42.2. In addition to any other remedies available to the Employer, any employee(s) who individually or collectively violates the provisions of this article shall be subject to discipline up to and including discharge. Disciplinary action resulting from alleged violation(s) of the provisions of this article shall be subject to the grievance procedures contained elsewhere in this Agreement and shall not be otherwise appealable. However, only the question of whether the disciplined employee did in fact violate the provisions of this Article shall be subject to such grievance procedure and the nature of such disciplinary action shall not be altered, reduced, or modified; except upon a finding that the employee did not in fact violate the provisions of this Article.

Section 42.3. In the event of any violation of Section 42.1 of this article, the Union shall promptly make every reasonable effort to prevent or stop such unauthorized acts and to induce such employees to return to their jobs and to resume their usual work duties. Upon being notified by the Employer of a violation of Section 42.1, the Union shall immediately order by telegram or letter, signed by an

officer of the Union with a copy to the Employer, and attempt to order orally all employees to return to work; notwithstanding the existence of a picket line. The Union shall instruct all such employees in writing that their conduct is in violation of the Agreement, and that they may be disciplined, up to and including discharge, for such violation.

Section 42.4. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike or cessation of work.

ARTICLE 43
WAIVER IN CASE OF EMERGENCY

Section 43.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Federal or State Legislature or the Mayor of Wapakoneta, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

A. Time limits for processing of grievances; and

B. Agreements relating to the assignment of employees.

Section 43.2. Upon the termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency.

ARTICLE 44
SEVERABILITY

Section 44.1. This Agreement supersedes and replaces all statutes, rules and regulations which it has authority to supersede and replace. Where this Agreement makes no specification about a matter or reserves the matter to Management Rights, the provisions of applicable law shall prevail. Furthermore, the parties hereby declare that it is their intent to specifically waive the applicability of Sections 124.01 through 124.56, except promotions, Section 9.44, and Section 4111.03 of the Ohio Revised Code and any other Sections of the Ohio Revised Code in conflict with the provisions herein.

Section 44.2. In the event that any provision of this Agreement is found to be contrary to law, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect, and the parties shall meet at a mutually agreeable time in an attempt to discuss a lawful provision on the same subject matter, if practicable.

ARTICLE 45
WAIVER OF NEGOTIATIONS

Section 45.1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and the entire understanding and agreements 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 and practices, either verbal or written, are hereby cancelled.

ARTICLE 46
DUTY WEAPON PURCHASE UPON RETIREMENT

Section 46.1. A bargaining unit employee who retires from the City of Wapakoneta Police Department may choose to purchase his City issued handgun. The cost of the handgun shall be the amount of the trade in value at the time of separation. The trade in value shall be determined by the licensed firearms dealer used by the Wapakoneta Police Department.

Section 46.2. In order for a bargaining unit employee to qualify for the above described purchase, as outlined in Section 46.1 above, the bargaining unit employee must be eligible for service or disability retirement under the Police and Fire Pension Fund at the time of separation from City service, must actually retire, must have at least ten (10) or more years of service with the City of Wapakoneta Police Department, and must give written notice of intent to purchase the City issued handgun prior to separating from City service.

ARTICLE 47
DURATION

Section 47.1. Except as otherwise specified in the particular Articles herein, this Agreement shall be effective November 1, 2014 and shall continue in full force and effect until 12:00 midnight October 31, 2017. 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 47.2. If either party desires to modify, amend or terminate this Agreement, it shall notify the other in writing of such intent no earlier than ninety (90) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice of intent shall be given by regular U.S. mail.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed to and have executed this Agreement at Wapakoneta, Ohio, as of the 29 day of April, 2015.

FOR THE CITY OF WAPAKONETA:

Mayor Rodney Metz

William Rains
Director of Public Safety and Service

Russel L. Hunlock
Police Chief

Dennis P. Faller
City Law Director

Patrick Hire, Management Consultant
Clemans, Nelson & Associates, Inc.

FOR THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION:

Mark Volcheck
OPBA Staff Representative

Corey Zwiebel
Bargaining Committee Member

Calvin Schneider
Bargaining Committee Member

LETTER OF AGREEMENT #1
BETWEEN
CITY OF WAPAKONETA
AND
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (OPBA PATROL OFFICER)

The following policy is established to identify the procedures for scheduling overtime among police officers within the Wapakoneta Police Department. Overtime shall be offered in the following order:

1. The police officer on the affected shift who is on a regular day off shall be offered the overtime. If more than one officer is on regular day off, the one with the fewest number of accumulated overtime hours worked and unavailable hours shall be offered the overtime.

2. If the police officer(s) on the affected shift who are not working refuse the overtime, the overtime opportunity shall be offered department-wide in ascending order beginning with the officer who has the least number of accumulated overtime hours worked and unavailable hours.

3. If the overtime has not been accepted utilizing Steps 1 and 2 above, Employer shall offer overtime to the lieutenants in order of seniority.

4. If the overtime has not been accepted utilizing Steps 1–3 above, the Employer may order the police officers on the previous and oncoming shifts with the fewest accumulated overtime hours worked, to work four (4) hours each.

5. The overtime will be offered either through personal contact or by utilizing a recorded line. Officers will have the option to add additional phone numbers to be used when offering overtime. It is the officers responsibility to provide the phone numbers in the Overtime Log Book located in the Communications Room.

January 1 of each calendar year the Employer shall establish a new Overtime Distribution Worksheet containing each bargaining unit employee's name in descending order beginning with the most senior employee.

Any ties regarding the fewest number of accumulated hours shall be resolved in favor of the more senior employee.

The Employer may, in extenuating circumstances or emergencies requiring staff coverage, offer or assign police officers to overtime as deemed necessary without following the above procedures.

Any grievance alleging a violation or misapplication of the above policy shall be resolved by granting the next available overtime opportunity to the injured party.

The above procedures shall be applicable to all shift-coverage overtime opportunities except no police officer shall be permitted to take vacation, floating holiday, personal day or use compensatory time if the employee's absence would require the Employer to force another employee to work as provided by Step 4.

No changes in the above policy shall be implemented by the Employer without first discussing the changes with representatives of the OPBA in a labor/management meeting.

FOR THE CITY:	FOR THE OPBA:
_____	_____
_____	_____
_____	_____
DATE:_____	DATE:_____