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AGREEMENT

BETWEEN

CITY OF HUDSON

AND

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (POLICE SERGEANTS)

**Effective January 1, 2015 through December 31, 2017**

## TABLE OF CONTENTS

**ARTICLE**

**PAGE NO.**


| | | |
|---|---|---|
| 1 | PREAMBLE | 1 |
| 2 | PURPOSE AND INTENT | 1 |
| 3 | RECOGNITION | 2 |
| 4 | NON-DISCRIMINATION | 2 |
| 5 | DUES DEDUCTION | 3 |
| 6 | MANAGEMENT RIGHTS | 4 |
| 7 | HOURS OF WORK AND OVERTIME | 6 |
| 8 | SALARIES AND OTHER COMPENSATION | 10 |
| 9 | HOLIDAYS | 12 |
| 10 | ANNUAL LEAVE | 14 |
| 11 | HOSPITALIZATION | 17 |
| 12 | LEAVES OF ABSENCE | 19 |
| 13 | CLOTHING AND EQUIPMENT | 28 |
| 14 | SENIORITY | 30 |
| 15 | PROBATIONARY PERIOD | 31 |
| 16 | LAYOFF AND RECALL | 31 |
| 17 | GRIEVANCE PROCEDURE | 32 |
| 18 | NO STRIKE/NO LOCKOUT | 36 |
| 19 | MISCELLANEOUS | 37 |
| 20 | OPBA REPRESENATATION | 40 |

**ARTICLE**

**PAGE NO.**


21 LABOR-MANAGEMENT AND SAFETY COMMITTEE ..... 40

22 CORRECTIVE ACTION ..... 41

23 GENDER AND PLURAL ..... 42

24 HEADINGS ..... 43

25 LEGALITY ..... 43

26 WAIVER OF AGREEMENT ..... 43

27 FINAL RESOLUTION ..... 43

28 RIGHTS OF BARGAINING UNIT MEMBERS ..... 44

29 PERSONNEL FILES ..... 46

30 WORK RULES/EXISTING BENEFITS ..... 47

31 COMMUNICABLE DISEASES ..... 48

32 CONFLICT WITH LAW AND SEPARABILITY ..... 48

33 DURATION ..... 49

## ARTICLE 1
## PREAMBLE

This Agreement is hereby entered into by and between the CITY OF HUDSON (hereinafter referred to as "the Employer") and the OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (hereinafter referred to as "the OPBA" or "the Union").

## ARTICLE 2
## PURPOSE AND INTENT

In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and uninterrupted efficient operations, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following:

(A) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment;

(B) To promote fair and reasonable working conditions which will be uniformly applied to all bargaining unit employees;

(C) To promote individual efficiency and service to the Employer;

(D) To avoid interruption or interference with the efficient operation of the Employer's business; and

(E) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

## ARTICLE 3
## RECOGNITION

**Section 3.1** The Employer recognizes the OPBA as the sole and exclusive collective bargaining representative of all sergeants, excluding all other employees. (Case No. 2012-REP-12-0149).

**Section 3.2** The Employer will not recognize any other Union, organization, or person as the representative for any of the bargaining unit members. The Employer shall notify the OPBA of any changes within the bargaining unit thirty (30) days prior to the effective date of the change.

**Section 3.3** **Resolution of Classification Dispute.** In the event of a dispute between the parties as to future inclusion or exclusion from the bargaining unit resulting from the establishment of new or changed classifications or titles, either party to this Agreement may apply to the State Employment Relations Board for resolution of the dispute.

## ARTICLE 4
## NON-DISCRIMINATION

**Section 4.1** Both the Employer and the OPBA recognize their respective responsibilities under the Federal and State Civil Rights laws, or employment practice acts, and other similar constitutional statutory requirements. Therefore, both the Employer and the OPBA hereby reaffirm their legal commitment not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, sex, age or handicap.

**Section 4.2** The Employer recognizes the rights of all employees covered by this Agreement to be free to join the OPBA. The Employer agrees that there shall be no

discrimination, interference, restraint, coercion, or reprisal by the Employer against any employee or any applicant for employment because of OPBA membership.

**Section 4.3** All references to employees in this Agreement shall designate both sexes.

## ARTICLE 5
## DUES DEDUCTION

**Section 5.1** Upon receipt of a signed voluntary authorization by an employee, the Employer agrees to deduct from the wages and salaries of the bargaining unit members dues required by the OPBA by payroll deduction. All members of the bargaining unit shall either become dues paying members of the OPBA, or as a condition of continued employment, remit to the OPBA a fair share fee in the amount set by the OPBA per person per month in accordance with the provisions of O.R.C. 4117.09(c), starting the sixty-first (61st) day of employment with the Employer or execution date of this Agreement, whichever comes first.

**Section 5.2** Dues and Fair Share Fees shall be paid by the Employer once each month to the OPBA at such address as set by the OPBA.

**Section 5.3** The Employer's obligation to make deductions shall terminate automatically upon termination of employment or transfer to a job classification outside the bargaining unit.

**Section 5.4** **Indemnification.** The Union shall save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon signed authorization furnished to the Employer by the Union or an employee or for the purpose of complying with any of the provisions of this Article.

**Section 5.5** All bargaining unit employees who are not members of the OPBA shall pay a fair share fee to the OPBA in the amount of employee dues as set by the OPBA from time to time. The deduction to the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the OPBA or fair share fees shall be made in accordance with the regular dues deductions as provided herein.

## ARTICLE 6
## MANAGEMENT RIGHTS

**Section 6.1** The Union recognizes the City as the body of authority solely vested with the right to run the City. It shall have the right to take any action it considers necessary and proper to effectuate any management policy, expressed or implied, except as expressly limited under this Agreement. Further, the City has no duty to bargain over its decisions which are permitted under this Article.

**Section 6.2** Except as limited under this Agreement, the City's management rights include, but are not limited to, the right to:

(A) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the City, standards of service, its overall budget, utilization of technology, and organizational structure;

(B) Direct, supervise, evaluate or hire members and to determine when and under what circumstances a vacancy exists;

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

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

(E) Suspend, discipline, demote or discharge for just cause, lay off, transfer, assign, schedule, promote, or retain members;

(F) Determine the adequacy of the work force;

(G) Determine the overall mission of the City as a unit of government;

(H) Require members to use or refrain from using specified uniforms or other tools of duty;

(I) Effectively and efficiently manage the work force; and

(J) Take actions to carry out and implement the mission of the City as a unit of government. The City reserves the right to implement new or revised existing policies which do not conflict with the express terms of this Agreement.

**Section 6.3** Notwithstanding 4117.08 of the Ohio Revised Code, the City is not required to bargain on any subjects, including, but not limited to, those enumerated above, reserved to and retained by the City under this Article. Therefore, the Union agrees that, during the life of this Agreement, it expressly waives the right to bargain collectively regarding any matters reserved to and retained by it pursuant to either Section 4117.08(C) of the Revised Code or pursuant to this Article of this Agreement. Further, the City shall have no obligation to bargain collectively with respect to the exercise of any rights reserved to and retained by it pursuant to either Section 4117 et seq. of the Revised Code or pursuant to this Article of the Agreement.

## ARTICLE 7
## HOURS OF WORK AND OVERTIME

**Section 7.1** The workday is twelve (12) hours, and the work year is 2,080 hours. Provided, however, the parties may mutually agree to another schedule of hours of work as noted below.

**Section 7.2** The Employer shall be the sole judge of the necessity for overtime, and all assigned overtime must be worked.

**Section 7.3**

(A) Regular or base pay contemplates 2,080 scheduled work hours per year (which may be scheduled in any way pursuant to the Fair Labor Standards Act (FLSA), if applicable, and which will, at the end of the year, equal 2,080 scheduled work hours during the year without regularly scheduled overtime) consisting of shifts of twelve (12) hours each, as set forth in an assignment list published under the direction of the Chief or as otherwise provided in Section 1 above.

(B) Base pay shall include other pays contemplated pursuant to FLSA unless such other pay is de minimis as contemplated under FLSA. No employee shall be entitled to overtime compensation for these regularly assigned shifts.

(C) An employee shall not be entitled to overtime compensation if he voluntarily works an additional shift as a favor to another police employee to be repaid by the other employee in terms of extra duty at a later date. Shift trades must be repaid in the same pay period as worked.

**Section 7.4**

(A) When an employee is required to work more than twelve (12) hours on a shift or works overtime on a shift not originally assigned to him on the monthly schedule, he shall receive overtime. Sick leave will not be counted as hours worked for purposes of overtime.

(B) Overtime shall be defined as compensation or compensatory time, and shall be calculated at the rate of time and one-half an employee's regular base rate divided by 2,080 hours.

(C) Overtime adjustments attributable to longevity or special assignment pay shall be paid pursuant to the FLSA, if applicable. Such adjustments shall be paid in a lump sum on the employee's anniversary date.

(D) Overtime premium rate shall not be pyramided, compounded, added together or paid twice for the same time worked.

**Section 7.5** Provided that regardless of the above Sections of this Article, the City may implement a new work schedule after meeting with the Union and giving one (1) month's notice of such proposed change.

**Section 7.6** Except as set forth in Sections 10(B), 10(C) and 11(B) below, an employee shall receive all overtime in either compensation or compensatory time at the time the overtime is worked. An employee may accumulate compensatory time up to ninety-six (96) hours, at which point all overtime shall be paid as earned. When compensatory time is paid, it shall be calculated from the employee's base rate at the time it is paid, not earned.

**Section 7.7** **Range-Time.** Employees shall receive a minimum of four (4) hours at time and one-half for firearms training (range time) when directed to perform such training outside the scheduled workday.

**Section 7.8** **Call-in Pay.** Subject to the provisions of Section 7.4(A) employees called into work for time not annexed consecutively to one end or the other of the scheduled workday shall receive four (4) hours of overtime.

**Section 7.9** **Training.**

(A) For purposes of this Article, all mandatory training (such training as directed by the Chief), including travel time for distances in excess of thirty (30) miles in each direction, shall be considered time worked.

(B) For purposes of this Article, all voluntary training and off-premises classroom education, including related field work, which has been approved by the Chief of Police or his designee, shall be paid in compensatory time only at the base rate, unless an employee has accumulated ninety-six (96) hours of compensatory time, at which time said time shall be paid in compensation at the base rate.

(C) This section does not apply to courses taken under the tuition reimbursement program.

**Section 7.10** **Court Time.**

(A) Police employees, when required to appear in Court at a time when the beginning and end of the appearance is wholly during off duty hours, shall be paid a minimum of four (4) hours of overtime. In the event that an employee is required to report to duty earlier than normally scheduled in order to appear in Court, following which he commences his normal shift

of duty, or is required to remain on duty after his normal shift of duty, or is required to remain on duty after his normal quitting time to complete a Court appearance which begins while on duty, he shall be treated as being on overtime during those extra hours, instead of the foregoing minimums. No person shall be entitled to payment under this Section unless required to appear in Court by a directive of a superior or by a directive of the Department of Law, or by subpoena legally issued and served in a case in which the City is a party to the action, either directly or as the arresting entity in a criminal action prosecuted in the name of the State of Ohio. Employees who appear at Court must have a subpoena signed by a proper Court official in order to receive the compensation. Such subpoena shall be submitted along with a written request to the Chief for Court time payment.

(B) Employees who are required to be on standby for Court shall be entitled to compensatory time only, at the base rate, for all hours on standby, with a minimum of one (1) hour, unless the employee has accumulated ninety-six (96) hours of compensatory time, at which time standby shall be paid in compensation at the base rate. However, if the midnight shift ends before 8:00 a.m., employees who worked the midnight shift will receive up to two (2) hours for standby so that the shift will be continuous.

(C) Employees who are required to use their personal vehicle to travel to and from Court shall receive mileage at the current rate provided for by the I.R.S. (254.06).

**Section 7.11 Shift Differential Eligibility.**

A shift differential of $.35 per hour will be paid to eligible employees. To be eligible for this shift differential, an employee must be either: (1) regularly assigned to a shift that starts at

6:00pm through the formal bidding process; or (2) work four (4) or more consecutive hours between the hours of 6:00pm and 6:00am.

## ARTICLE 8
## SALARIES AND OTHER COMPENSATION

**Section 8.1 Annual Base Pay.**

**December 31 2014 Pay Range Structure**

| Step | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|
| Rate | $32.67 | $33.49 | $34.33 | $35.17 | $36.04 | $36.94 | $37.87 | $38.82 |

**2015 Pay Range Structure at 2% Increase**

| Step | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|
| Rate | $33.32 | $34.16 | $35.02 | $35.87 | $36.78 | $37.68 | $38.63 | $39.60 |

**2016 Pay Range Structure at 1% Increase**

| Step | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|
| Rate | $33.66 | $34.50 | $35.37 | $36.23 | $37.15 | $38.06 | $39.01 | $39.99 |

**2017 Pay Range Structure at 1% Increase**

| Step | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|
| Rate | $33.99 | $34.85 | $35.72 | $36.59 | $37.52 | $38.44 | $39.40 | $40.39 |

**Section 8.2 Payroll Computation.** The Director of Finance is authorized to change any amounts specified in this Agreement to the nearest number of dollars and cents evenly divisible by the number of pay periods in the Employer's fiscal year, currently twenty-six (26). In no event shall the Director of Finance make payments pursuant to this Agreement, less often than monthly, nor shall wages be withheld for longer than ten (10) days after the close of the period for which wages are payable.

**Section 8.3 Educational Incentive.** An employee who completes a course of study in law enforcement and receives the degree of Associate in Law Enforcement from a college or university accredited by the governmental entity having jurisdiction over it shall be entitled to an

annual bonus of five-tenths of one percent (.5%) of base pay. An employee who receives the degree of Bachelor of Science in Law Enforcement (or its equivalent, as determined by the City Manager) from such college or university shall be entitled to an annual bonus of one percent (1%) of base pay. An employee holding both an Associate and a Bachelor degree shall be entitled to the one percent (1%) bonus. The education incentive described in this Section only applies to employees who have completed one (1) or more years of employment, payable at the end of the second year.

If an employee desires to attend a work-related training session or take a course at an accredited school which relates to his/her job, he/she must request approval in writing and receive the written approval of the Chief and the City Manager. The City will pay for registration and required course materials expenses beforehand upon submission of invoices or receipts, subject to the employee succeeding in the course work with a grade of C or other evidence of satisfactory completion and remaining in the employ of the City for two subsequent years. Failure to achieve this grade standard shall require the employee to reimburse the City through a payroll deduction plan. Failure to remain in the City's employ for two (2) years shall require a prorated deduction from the final payout to the employee. Educational reimbursement shall be limited to a maximum of $5,250 per year per employee.

**Section 8.4 Deferred Compensation.** Employees who wish to participate in a Deferred Compensation Plan shall execute an authorization directed to the Finance Department for payroll deduction acknowledging therein that their participation and the selection of the plan is based solely upon his or her own choice and that it may be terminated at will, and further acknowledging that the City of Hudson has not endorsed or approved such plan nor is the City of

Hudson in control of the management, administration, accounting or investment practices and policies relating to any such plan.

**Section 8.5 Firearm Proficiency Pay**

Based upon their score while completing the State Qualification Course for duty pistols, employees who score higher than 85% shall receive five hundred dollars ($500.00). This payment shall occur no more than once per contract year per employee and shall be made to the employee within 30 days of the employee satisfying the threshold above.

## ARTICLE 9
## HOLIDAYS

**Section 9.1** Each police employee shall be entitled to fourteen (14) paid holidays (112 hours) per calendar year as approved by the Chief of Police or his designee. Off time, holidays and vacations must be approved by the Chief of Police or his designee. No police employee shall be entitled to time off on a state or federal designated holiday unless regularly scheduled to be off or if the day off is requested and approved by the Police Chief, providing the request is submitted no later than forty-eight (48) hours before the commencement of the holiday (except in cases of emergency as determined by the Chief of Police or his designee).

Paid holiday time shall be credited to each employee on January 1 of each year, provided that if an employee leaves the employ of the City, the value of any holiday time taken which is in excess of the holidays that have actually transpired (not including personal days) as of the date the employee leaves employment, shall be withheld from the employee's final paycheck. The value of such excess holiday time shall be calculated on the basis of the employee's pay rate at the time of termination of city employment.

**Section 9.2**

When a police employee works on Memorial Day, Christmas Day, Veteran's Day, Thanksgiving Day, Labor Day, President's Day, Easter Sunday, December 24th, New Year's Day, July 4th or Martin Luther King, Jr. Day, he or she shall receive time and one half (1-1/2) pay. All other work on holidays shall be paid at straight-time. In addition, employees shall be entitled to another day off as a paid holiday.

**Section 9.3** If an employee is on sick leave during a holiday, he/she will only be charged for the holiday and not the sick leave.

**Section 9.4** Holidays that occur while an employee is otherwise in an annual leave status shall not be charged against the balance of the employee's annual leave time.

**Section 9.5** Each full-time employee of the City who does not use any sick leave for any purpose for the six (6) month period from January 1 through June 30 or from July 1 through December 31, shall be entitled to one (1) incentive personal day per six (6) month period. The incentive personal day granted pursuant to this section cannot be accrued and will be lost to the employee unless used within the next six (6) month period.

**Section 9.6** The City will allow employees to select holidays for payment rather than use. Unused holidays will be paid for by the City at the end of each year to each bargaining unit member at the then current rate of pay in effect. This pay shall occur by the end of January of each year.

## ARTICLE 10
## ANNUAL LEAVE

**Section 10.1 Formula.** Employees shall not be entitled to take vacation until after successfully completing one year of full-time service unless specifically authorized by the City Manager.

Vacation hours shall accrue at the following rates:

| | Hours Accrued Per Pay Period | Annual Hours (26 Pay Periods) |
|---|---|---|
| First year through completion of fourth year | 3.077 | 80 |
| Fifth year through completion of ninth year | 4.616 | 120 |
| Tenth year through completion of nineteenth year | 6.154 | 160 |
| Twenty or more years completed | 7.693 | 200 |

**Section 10.2 Procedure.**

(A) For purposes of this Article, length of service shall be determined by the date of hire or date of appointment. No vacation credit shall be given to any employee hired by the employer who has previously accumulated vacation time due from another public employer.

(B) Carry-forward. An employee is entitled to bring forward one (1) year's worth of vacation leave from one year into the next year. For the employee with 1-4 service credit years this amount is 80 hours; with 5-9 service credit years this amount is 120 hours; with 10-19 service credit years this amount is 160 hours; with 20 or more service credit years this amount is 200 hours.

In addition, an employee may carry-forward a maximum of 160 hours (or four (4) weeks) of unused vacation balance from one (1) year into the next. The following chart displays vacation carry-forward:

| Service Credit Years | Annual Hours + Earned | Unused Carry-Forward | = Max Carry-Forward |
|---|---|---|---|
| 1-4 | 80 | 160 | 240 |
| 5-9 | 120 | 160 | 280 |
| 10-19 | 160 | 160 | 320 |
| 20 or more | 200 | 160 | 360 |

(C) All off time, i.e. vacations and holidays, must be approved by the Police Chief or his designee.

(D) All requests for annual leave must be submitted in writing to the employee's immediate supervisor, except in the case of employees assigned to the Patrol Division who shall submit such requests to their patrol commander.

(E) Requests for blocks of annual leave of one (1) week or two (2) weeks should be made at least sixty (60) days in advance of the date upon which the leave will commence. Other blocks of annual leave beyond those scheduled for the year should be requested at least thirty (30) days in advance upon which the leave will commence.

(1) Exceptions to the thirty (30) day minimum notice for routine annual leave may be granted by the Chief of Police or designee.

(2) Emergency annual leave requests for up to one (1) work shift may be granted by the Shift Commander at any time for bona fide emergencies where the established advance notice is not possible.

(F) An employee requesting annual leave shall, within one (1) workweek of such request, be notified in writing of the approval or disapproval of the request.

(G) Annual leave requests of the block variety will be managed on a shift level by the supervisor in charge of scheduling for that particular shift. Scheduling of blocks of annual leave shall commence on the 1st of January and be completed by March 30th of each year. Each shift member shall individually be permitted an opportunity to review the vacation schedule for up to several days as authorized by the scheduling officer and request either:

(1) three (3) one (1) week block requests for annual leave; or

(2) one (1) two (2) week and one (1) one (1) week block of annual leave.(H) No more than two (2) weeks vacation shall normally be granted at one time. Exceptions may be made by the Chief of Police, provided the extra time does not prohibit another employee from receiving their requested leave.

(I) The Chief of Police shall be the final determining authority in all matters pertaining to this policy.

**Section 10.3 Holiday Occurrence.** When a holiday occurs on an employee's annual leave day, the employee shall not receive holiday pay, nor shall he be charged an annual leave day. He shall, however, receive his regular, straight-time pay for that day.

**Section 10.4 End of Employment Applications.**

(A) Death: If an employee, while in the City's services, dies and there is remaining to his credit days of annual leave, it shall be payable to the following classes in the following order of priority:

(1) A named beneficiary whose name has been filed by said employee with the City Personnel Department;

(2) When not having so filed a named beneficiary, to their spouse;

(3) When not having named a beneficiary or not being survived by a spouse, to the estate of the deceased.

(B) Other Separation: An employee who retires or resigns from the service of the City or who is terminated or discharged due to a City-initiated reduction in force shall be entitled to receive a lump sum payment of all accumulated annual leave at the employee's current hourly rate.

## ARTICLE 11
## HOSPITALIZATION

**Section 11.1 Hospital and Life Insurance.**

(A) After 30 days of continuous service, Bargaining Unit employees shall be entitled to participate or not participate in the City's health insurance plans in accordance with the City's Personnel Rules and Regulations. Employees shall also be entitled to life insurance coverage.

Throughout the term of this Agreement, the City shall provide the same health insurance policies and level of benefits for the bargaining unit that are in place for non-bargaining unit employees, including management employees.

Effective January 1, 2015 employees shall pay 13% of all premiums for all health care insurances offered by the City (including medical/hospitalization, prescription, dental and vision). Effective January 1, 2016 employees shall pay 15% of all premiums for all health care

insurances offered by the City (including medical/hospitalization, prescription, dental and vision).

Moreover, any contributions shall not exceed those required of the City's non-union employees.

(B) Employees, at their option, may elect not to participate in the City-offered health care plans. Employees who elect to opt out of the City plans shall be compensated at the rate of 50% of the applicable monthly premium (and premium equivalent in the case of self-insured portions of the City's health care plan) for such election. Employees who elect to opt out of City health coverage shall, however, be eligible to opt back in either 1) during the City's annual open enrollment period for health insurance, or 2) at the beginning or end of any month, if the employee's spouse has lost health insurance coverage.

**Section 11.2** The City reserves the right to change carriers or delivery methods for health care, dental or vision insurance and to modify levels of health insurance benefits, provided that the carriers, delivery methods and benefit levels provided to bargaining unit members shall be the same as those provided for non-bargaining unit members, including management employees.

In any event, the City shall notify the bargaining unit as soon as practicable if the City determines that a reduction in benefit levels or a reduction in the City's funding of the employees' HRA account may be necessary, and the City shall consult with the bargaining unit prior to effecting any change in health care benefit levels. In addition, the bargaining unit shall be included in any voting process pursuant to which the vote of a majority of City employees would determine what health care plan City staff would recommend to City Council.

In 2013, the parties agree to discuss the viability of implementing a high-deductible, health savings account to employees. This discussion can occur via a labor management meeting at a date/time that is agreed upon mutually by both parties.

## ARTICLE 12
## LEAVES OF ABSENCE

**Section 12.1 Sick Leave.**

(A) Accrual of Sick Leave. All bargaining unit employees are eligible to and shall accrue sick leave hours during each calendar month in which they are employed by the City. Sick leave time shall accrue at the rate of ten (10) hours for each full calendar month of service. An employee who enters the service of the City on or before the fifteenth day of any month shall be credited with sick leave time for the entire calendar month in which he/she begins employment.

An employee who enters the employ of the City after the fifteenth day of a month shall be credited with sick leave time for one-half (1/½) of the month in which he/she begins employment with the City.

Maximum Accrual: Conversion to Vacation or Payment. Unused sick leave time shall accumulate for the benefit of any bargaining unit employee up to a maximum of 180 days or 1,440 hours.

Employees who have accumulated the maximum of 1,440 hours of unused sick leave time will continue to accrue sick leave, but such employees must elect, in writing each year, once their total accrual reaches 1,480 hours, one of the following options for disposition of sick leave time in excess of 1,440 hours:

(1) Conversion to vacation time at the exchange rate of forty (40) hours of sick leave for eight (8) hours of vacation time, provided that an employee who has converted sick leave time to vacation time may reconvert that time (and only the previously converted time) to sick leave to the extent that the employee has sufficient vacation time to convert back to sick leave time; or

(2) Payment, at the employee's effective pay rate, for the hours of accumulated unused sick leave in excess of 1,440 hours, provided that if an employee selects this option, the employee is only eligible to receive this payment once in any calendar year, and provided further that an employee who selects this option will cease to accrue sick leave for the calendar year in which such payment is made until the aggregate total of the employee's sick leave balance falls below 1,440 hours.

(B) Authorized Uses of Sick Leave. Subject to the terms and limitations of this Section, sick leave with pay may be used by bargaining unit employees for the following reasons:

(1) an employee's personal illness or physical incapacity;

(2) the illness or physical incapacity of a member of the employee's household or immediate family that requires the presence of the employee;

(3) medical or dental appointments or essential preventive medical procedures that cannot be scheduled during non-working hours;

(4) the quarantine of the employee due to his own or a member of the employee's household's medical condition;

(5) the birth, adoption, or initial placement for foster care with an employee, of a child; and

(6) care for an employee's child within the twelve (12) months following the child's birth, adoption by the employee, or initial placement with the employee for foster care, which care is not immediately related to the illness or disability of that child.

(C) Notice of Absence for Sick Leave Purposes. An employee not reporting to work for any of the reasons stated above shall notify, or cause to be notified, the Chief of Police, or that official's designee, as soon as possible, and preferably prior to the time at which he or she is required to report to work. As soon as possible thereafter, the employee shall submit to the Chief of Police a request for the use of sick leave on the form provided by the City for such purpose.

(D) A bargaining unit employee who is determined to be abusing the use of sick leave, through a documented pattern of excessive use of sick leave or through a consistent pattern of sick leave use in conjunction with holidays or non-shift days, shall be required to submit proof of illness or other appropriate proof of the existence of circumstances that would justify the use of sick leave under this agreement, to the Chief of Police, or that official's designee, in connection with any period of time in connection with which the employee seeks to use paid sick leave and before the requested paid sick leave use may be approved.

(E) Doctor's Certificate Required. Sick leave taken for a period in excess of three (3) consecutive shifts shall be approved only after presentation of a written statement by a licensed practicing physician certifying that the employee's condition prevented him or her from performing the duties of his or her position. If, in the opinion of the Chief of Police or the City Manager, the employee's condition presents a risk of harm to the employee or to others with

whom the employee comes into contact while on duty, the Chief of Police or the City Manager may require that the employee present a physician's statement certifying that the employee is able to return to work, prior to the date on which the employee intends to return to work. The City Manager or Police Chief may, in his or her respective discretion, require a physician's statement to justify an employee's use of sick leave for a period of time that is less than three (3) consecutive workdays, as established at paragraph (E) of this Section 12.1.

(F) Absence for Less Than a Day. Sick leave shall be charged in no less than one-quarter hour increments for absences of less than one (1) work day in connection with categories of sick leave listed at subparagraphs (1) through (6) of paragraph (B) of this Section 12.1.

(G) Advance Sick Leave. The City Manager may grant advance sick leave to an employee if the employee has an insufficient balance of accrued sick leave time, the City Manager deems it appropriate under the circumstances, and City Council authorizes the grant of advance sick leave.

(H) Re-employment Credit After Lay-Off. A bargaining unit employee who is laid off from his or her position, for reasons that are not related to employee discipline, shall be credited with the balance of that employee's accumulated but unused sick leave hours existing as of the time that the employee was laid off, so long as the employee is re-employed by the City within ten (10) years of the date on which the employee was initially laid off.

(I) On-Duty Injury. Employees who are disabled by injury in the performance of duty may utilize accumulated sick leave until the award of Workers' Compensation benefits. The member shall assign all Workers' Compensation benefits over to the City at which time the member will be re-credited with sick leave used during the period of incapacity up to a

maximum of ninety (90) days. Thereafter, the employee may use accumulated sick leave at the rate of one-third (1/3) day for each day absent to make up the difference between the amount paid by Workers' Compensation and the employee's net wage until his sick leave balance is exhausted.

(J) Application to Outside Employment. Use of sick leave shall not be permissible for illness or injury resulting from employment with another employer.

(K) Payment for Accrued Sick Leave Upon Resignation or Retirement from the City. Employees who were bargaining unit employees as of December 31, 2000, accrue sick leave at a one-for-one resignation/retirement/death cash-out rate up to the next 500, 1000 or 1440 hour level - based on their respective aggregate sick leave levels as of December 31, 2000. All remaining sick leave hours will be accrued subject to a one-for-three cash-out rate, up to an aggregate maximum of 1440 hours. (e.g. an employee with 300 hours of accrued sick leave can accrue up to 500 hours subject to the one-for-one cash-out rate. All remaining hours, up to an aggregate maximum of 1440 hours will be accrued subject to a one-for-three cash-out rate.)

Employees who dip below their maximum one-for-one cash-out levels can replenish those one-for-one levels with earned sick leave.

All bargaining unit employees hired on or after January 1, 2001, will accrue all sick leave up to a maximum of 1440 hours subject to a one-for-three cash-out rate.

A bargaining unit employee, who resigns or retires with ten (10) or more years of service with the City, shall be paid for his/her accrued but unused sick leave hours in accordance with this Section 12.1. An employee may choose to receive payment for a portion of his/her accrued but unused sick leave hours and retain a reduced balance to carry forward to another public

employer upon re-employment in the public service if applicable. An employee who is discharged for cause is not eligible.

In no event shall any employee be compensated at resignation or retirement for sick leave hours in excess of 1440. Payment for sick leave hours in accordance with this paragraph shall eliminate the balance of all sick leave hours accrued by an employee up to the time of such cash payment. Payment for sick leave hours shall be made only once to any employee, even if that employee is later re-employed by the City.

(L) Payment for Accrued Sick Leave Upon the Death of an Employee. If a bargaining unit employee dies while in the employ of the City, the cash value of all of his/her accrued and unused sick leave shall be paid to that employee's surviving designated beneficiary or estate. Payment shall be made in accordance with paragraph (K) of this Section 12.1.

(M) Sick Leave Donation

(1) The purpose of the City's Leave Donation Program is to provide a mechanism by which employees may donate accumulated sick leave and/or vacation hours to fellow employees who, because of catastrophic illness or other condition that requires a long term approved absence from work, have exhausted or are expected to exhaust all of their accumulated sick leave hours.

(2) All bargaining unit employees are eligible to participate in the Program upon approval from the City Manager. In order to be eligible as prospective donated leave recipients, employees must also be eligible for Family and Medical Leave Act leave, except that employees are not required to have met the time in service requirements of the City's FMLA rules in order to be eligible for participation in the Program.

(3) Following are the steps that must be taken to donate leave and to be credited with donated leave under the Program:

(a) Completion of Request Form; Approval by City Manager Required. A prospective donated leave recipient or a co-worker may initiate the leave donation program by completing a standard request form (available from the City's Human Resources Manager) and submit it through the Chief of Police to the City Manager for approval. If the employee requests confidentiality with respect to the circumstances that prompt the request, the employee must so indicate on the request form. The City will make every reasonable attempt to honor employees' requests for privacy and will request advance permission to disclose information where an employee has requested confidentiality.

(b) Solicitation of Prospective Donors. Once the City Manager has approved an employee's request to participate in the Program, requests may be made on the employee's behalf by a co-worker, or the employee's supervisor, all in coordination with the Human Resources Manager. The Human Resources Manager may also solicit donations on behalf of an employee on an anonymous basis. If a potential leave recipient so desires, he or she may request leave donations on his or her own behalf. If an employee is determined by the City Manager to have exerted undue pressure in the solicitation of a leave donation, that employee shall be disqualified from participation in the Program.

(c) Completion of Leave Donation Forms; Submission to the Finance Director. Employees who wish to donate leave shall complete a standard form (available from the Human Resources Manager) containing the following:

1. The name of the donating employee;

2. The name of the employee for whom the donated leave is intended. If the donating employee wishes to donate leave to a general pool without designating a recipient, this should be indicated by writing *General Pool* on the form in place of a name. The Human Resources Manager will maintain the *General Pool* of donated leave for use by employees who are in need of leave and who do not receive adequate donations;

3. The type of leave (sick leave or vacation time) and the number of hours to be donated. (Leave may be donated in full hour increments only); and

4. A certification that the donating employee will retain a balance of at least eighty (80) hours of combined sick leave and vacation time after donating.

(4) Crediting of Donated Time. Donated leave time will be credited to the sick leave balance only of the intended recipient at the time that the recipient has exhausted his or her total available sick leave balance. In no event shall an employee be credited with more donated leave time than leave time actually consumed in connection with the absence for which leave was donated.

Additionally, donated leave time shall not be credited to a recipient employee's vacation time balance. Excess leave time shall be processed in accordance with paragraph (6) of this section.

(5) Pay and Benefits During Donated Leave Time. Employees who are away from work on donated leave shall continue to be paid as they would be if they were using their own accumulated sick leave, until such time as the donated leave is exhausted. Such employees shall not receive more than the amount of their regular bi-weekly earnings, plus any City required medical insurance premium or payment in lieu of premium, and less any disability or

worker's compensation benefit amounts that the employee receives during each such pay period. Employees using donated leave shall be considered to be in an active pay status and shall accrue sick leave and vacation time, and shall be entitled to any benefits to which they would otherwise be entitled. Leave accrued by an employee while using donated leave shall be used, if necessary, in the following pay period before additional donated leave may be credited. Donated leave time shall not count toward the probationary period of an employee who receives donated leave during his or her probationary period.

(6) In the event that leave donors pledge more donated time to an employee than that employee actually uses in connection with the absence for which leave was donated, that overage shall not be credited to the intended beneficiary. Instead, the time shall be re-credited to the leave donors in proportion to the amount pledged, in full hour increments. Any excess resulting from rounding in the re-crediting shall be considered exhausted and shall no longer count as potential paid leave time for any employee's benefit.

**Section 12.2** **Bereavement Leave.** Bargaining unit employees will be provided bereavement leave for relatives as follows: the death of an employee's spouse, child (including step or foster children), grandchild, parent (including step-parents), grandparent, sibling, employee's spouse's parent (including step-parents) or grandparent, child, sibling, provided that such leave shall not exceed four days, and such leave shall not be deducted from the balance of the employee's accumulated sick leave.

**Section 12.3** **Military Leave.** An employee who is a member of any United States military Reserve or National Guard unit and is required to engage in annual training exercises or

is called to active duty, shall be granted leaves of absence for military duty in accordance with federal and state law.

**Section 12.4 Jury Duty.** An employee, while serving upon a jury in any court of record, shall be paid at his regular salary rate for each of his work days during the period of time so served providing, that the jury duty fees, paid to the employee by the court, shall be kept by the employee, provided that the employee shall not be entitled to any reimbursement from the City for expenses incurred such as parking, mileage or meals in connection with jury duty.

**Section 12.5 Unpaid Personal Leave.** Leaves of absence for good reasons without pay or other fringe benefits may be granted at the sole discretion of the Police Chief and the City Manager. Employees shall accrue seniority for such leave up to six (6) months.

**Section 12.6 Emergency Leave.** In the event of a serious family or personal emergency, an employee may request unpaid leave with the approval of the Chief. Such approval shall be at the sole discretion of the Chief.

## ARTICLE 13
## CLOTHING AND EQUIPMENT

**Section 13.1 Items to be Provided.** The Employer shall provide all articles of uniforms and equipment which are required by the Employer, provided said articles are unique to police service and not suitable for off-duty wear. All such articles which are determined by the Employer to have been damaged in the line of duty or are damaged by way of normal wear and tear shall be repaired or replaced by the Employer at its expense.

Standard uniforms and equipment utilized by officers on-duty as prescribed in the Police Department's rules and regulations/policies and procedures manual shall be provided based on a

demonstrated need that meets with the approval of the Chief of Police or his designee(s) or is suggested at the request of a shift supervisor who recognizes the need for replacement and, again, which meets with the approval of the Chief of Police or his designee, or is mandated by the department and imposed department-wide as part of a general change. Once granted or approved, the officer needing clothing or equipment will be provided with written authorization to make the specific purchases at an establishment authorized by the City to provide the items. In the case of change(s) affecting the entire department, the Chief or his designee shall arrange for such purchases for the members of the department.

Officers working in specialty units requiring uniforms or equipment specifically needed to safely and efficiently carry out their duties, such as with the officers assigned to the motorcycle unit, bicycle unit, and SWAT unit, shall likewise be accommodated based on demonstrated need that meets with the approval of the Chief of Police or his designee.

**Section 13.2** **Items to be Returned.** Employees, at the time of termination of employment, are required to return all articles of uniforms and equipment which were provided by the Employer.

**Section 13.3** **Cleaning of Uniforms.** Employees shall be provided a clothing maintenance allowance of Two Hundred Seventy Five Dollars ($275.00) each half year to be used for the purpose of clothing maintenance.

**Section 13.4** **Clothing Allowance.** Employees whose assignments require them to routinely wear civilian clothing in lieu of a uniform shall be provided with a clothing allowance of Six Hundred Fifty Dollars ($650.00) per year, paid in two (2) semi-annual installments. This

allowance shall be pro-rated for employees who are not eligible to be paid the full year's allowance.

**Section 13.5** **Dentures and Glasses.** The City will replace any dentures, dental work (e.g. bridges, crowns or caps), glasses, prescription contact lenses or hearing aids lost or broken in the line of duty.

## ARTICLE 14
## SENIORITY

**Section 14.1** Seniority for a regular full-time employee shall be measured by the effective date of an employee's promotion to the Sergeant position. For the purpose of calculating length of service, the date of an employee's service shall be counted from his most recent date of hire by the City and/or former Hudson Township. An employee shall have no seniority during his probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of promotion to Sergeant.

**Section 14.2** Seniority shall be broken when an employee:

(A) Quits or resigns;

(B) Is discharged for just cause;

(C) Is laid off more than two (2) years;

(D) Is absent without notice for three (3) consecutive work days;

(E) Fails to report for work, or fails to contact the City, when recalled from layoff, within five (5) work days from the date on which the Employer sends or delivers the employee notice (to such employee's last known address as shown on the Employer's records).

**Section 14.3** The City shall furnish the Union with a seniority list on an annual basis.

**Section 14.4** If management deems the need for permanent shifts, patrol sergeants may bid into those shifts by seniority.

## ARTICLE 15
## PROBATIONARY PERIOD

Any employee appointed to the rank of Sergeant will serve a six month to one year working test period during which a probationary employee is required to demonstrate his/her fitness for the duties to which he/she is appointed by actual performance of the duties of the position.

All appointments to Sergeant shall be probationary in nature during the first six (6) months of the employee's appointment. The Chief of Police, with the approval of the City Manager, may extend the initial probationary period to one (1) year. The Chief of Police, five (5) days prior to the termination of the initial probationary period, must give notice in writing to the employee of such action and the reasons for same. A copy of this notice shall be filed with the City Manager for insertion in the employee's records. At any time during the probationary period, any probationary employee may be returned to the rank of patrol officer upon the recommendation of the Chief of Police. At the end of the probationary period or an extension thereof, any probationary employee must either be given a regular appointment or returned to patrol officer.

## ARTICLE 16
## LAYOFF AND RECALL

**Section 16.1** Employees may be laid off as a result of lack of work, lack of appropriated funds, or abolishment of position. In the event of a layoff, the Employer shall notify the affected bargaining unit member(s) fifteen (15) calendar days in advance of the effective date of the layoff. Any layoffs in the bargaining unit shall be in accordance with departmental seniority, i.e. the most recent employee hired shall be the first employee laid off. The Employer agrees to meet and discuss with representatives of the OPBA regarding the impact of the layoff on bargaining unit employees.

**Section 16.2** Sergeants who are laid off shall be demoted to the rank of Patrol Officer and shall be placed on a recall list eligible for to be promoted back to their former rank of Sergeant for a period of three (3) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff.

**Section 16.3** Notice of recall shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice, return receipt requested, to the last mailing address provided by the employee.

**Section 16.4** The recalled employee shall have five (5) work days following the date of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) work days following the receipt of the recall notice in which to report for duty, unless a different date for return to work is otherwise agreed upon.

## ARTICLE 17
## GRIEVANCE PROCEDURE

**Section 17.1** It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the Employer.

**Section 17.2** A grievance is defined as a claim or dispute by an employee arising out of the application or interpretation of this Agreement, under express, written provisions of this Agreement, and shall be processed in the following manner:

**Step 1:** The employee and the employee's immediate supervisor shall meet to attempt to work out the grievance on an informal basis.

**Step 2:** If the grievance is not resolved under the informal method set forth in Step 1, a written grievance must be filed with the employee's immediate supervisor within seven (7) work days after that meeting. Thereafter, within seven (7) work days after the filing of the grievance, a meeting will be held among the appropriate management representatives, the aggrieved employee(s), and if the employee(s) so elect(s), a representative of the Union. Within seven (7) work days of this meeting, the management representative shall issue a written answer to the grievance.

**Step 3:** If the grievance is not satisfactorily settled in Step 2, the employee and/or the Union may appeal the Step 2 answer to the Chief of Police or his designated representative within seven (7) work days after receipt of the Step 2 response. Such appeal shall be in writing and include a copy of the original grievance, and shall specify the reason why the grievant believes the Step 2 decision is in error. The Chief of Police or his designated representative shall schedule a grievance meeting with the employee(s) and if the employee(s) so elect(s), a representative of the Union, within seven (7) work days after receipt of the appeal and shall issue a written decision to the aggrieved member within seven (7) work days after the end of the meeting.

**Step 4:** If the grievance is not satisfactorily settled in Step 3, the aggrieved member and/or the Union may file an appeal with the City Manager or his/her designated representative within seven (7) work days after the receipt of the Step 3 decision. Such appeal shall be in writing, shall include a copy of the original grievance, and shall specify the reason why the aggrieved employee(s) and/or the Union believe(s) that the Step 3 decision is in error.

The City Manager or his designated representative shall reply in writing within ten (10) work days thereafter.

**Section 17.3** A group grievance or termination grievance may be brought at Step 3 of the grievance procedure. When a group of two (2) or more employees are eligible to file a grievance, the grievance may be filed on behalf of the effected employees by the staff representative of the OPBA. Any such class action grievance shall include a list of the employees that are covered by the grievance.

Written grievances must be filed in the proper form (see Attachment A) and contain the following information:

(A) date and time grievance occurred;

(B) description of the incident giving rise to the grievance;

(C) provisions of the Agreement violated;

(D) relief requested; and

(E) signature of the employee.

**Section 17.4 Arbitration Procedure.**

(A) If the grievance remains unresolved following the decision of the City Manager, the Union may submit said grievance to arbitration under the rules of the Federal Mediation and Conciliation Service or another mutually agreed third party, such action to be filed with FMCS or the other mutually agreed third party within thirty (30) calendar days following the decision of the City Manager. If FMCS is chosen, the panel shall be from the National Academy Panel where possible. Either party may request a second panel from FMCS. If the Union fails to submit

said grievance to arbitration, the grievance shall be deemed abandoned and no further action shall be taken with respect to such grievance.

(B) The Arbitrator shall convene a hearing at the earliest possible date for the purpose of hearing the grievance.

(1) The Arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the specific written provisions of this Agreement. The Arbitrator shall only consider and make a decision with respect to the specific issue submitted by the parties, and shall have no authority to make a decision on any other issue not so submitted. The Arbitrator shall provide the parties with a decision within thirty (30) days following the close of the hearing. The Arbitrator's decision shall be final and binding on all parties as to the matter in dispute.

(2) Nothing in this section limits the right of the parties to be represented by legal counsel during the arbitration process.

(3) Each party shall pay the expenses of their own representatives, and they shall equally share the cost of the Arbitrator.

(4) If either party desires a verbatim record of the proceedings, it may cause a record to be made providing it pays for the record and makes copies available without charge to the other party and to the Arbitrator.

(5) Any award recommended by the Arbitrator may be retroactive to the date the grievance was submitted at Step 1 or up to an additional five (5) days if the event occurred within this time period. In no case shall a grievance be deemed to have occurred prior to the

effective date of this Agreement, except as specifically acknowledged and identified in writing by the parties on the date this Agreement is signed.

**Section 17.5 Time Limitations.**

(A) A grievance must be filed within seven (7) work days from the occurrence of the alleged violation or within seven (7) work days of reasonable knowledge of the incident.

(B) Where a grievance is originally timely filed and the Employer fails to answer it in a timely manner, then the grievance shall automatically proceed to the next step of the Grievance Procedure.

(C) Once a grievance is originally timely filed, the parties may, by agreement, extend the time in which to answer it or appeal the answer to the next step.

**Section 17.6** The OPBA shall have final authority, in its capacity as exclusive representative of the employees covered by this Agreement, to withdraw or to terminate the processing of a grievance at any step of the grievance procedure.

**Section 17.7** The grievance procedure set forth in this Article shall be the sole and exclusive method for resolving matters which constitute grievances under this Agreement. Any decisions, results, or settlements reached under the terms of this Grievance Procedure shall be final, conclusive and binding on the Employer, the OPBA and the employees.

## ARTICLE 18
## NO STRIKE/NO LOCKOUT

**Section 18.1** The OPBA shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, slowdown, job action, walk-out, concerted "sick" leave, work stoppage,

sympathy strikes, picketing, or interference of any kind at any operations of the Employer. Furthermore, all lawful orders of superior officers shall, at all times, be followed and immediately complied with.

**Section 18.2** Any employee who violates Section 1 of this Article shall, at the discretion of the Employer, be subject to discharge (selective or otherwise) or other disciplinary action by the Employer.

**Section 18.3** The OPBA shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of Section 1 of this Article. In the event any violation of Section 1 of this Article occurs, the Union shall immediately notify all employees that the strike, job action, concerted sick leave, slowdown, picketing, work stoppage, or other interference at any operations of the Employer is prohibited and is not in any way sanctioned, or approved, by the OPBA. Furthermore, the OPBA shall also immediately advise all employees to return to work at once.

**Section 18.4** The Employer shall not lock out any employee for the duration of this Agreement.

## ARTICLE 19
## MISCELLANEOUS

**Section 19.1** **Reimbursement of Training Expenses.** If an employee voluntarily terminates his/her employment with the City within one (1) year from initial date of employment, the employee will reimburse the Employer for the cost to the Employer of all basic and special training, educational courses of study, seminars and any other related special

educational programs, as well as related costs, including travel expenses, provided to the employee at the expense of the Employer.

**Section 19.2** Except where an employee is found by a Court to have acted in a willful, wanton or malicious manner, the Employer shall indemnify and hold harmless all employees covered by the terms of this Agreement from any liability arising from or because of any claim or suit brought against such employee arising from or because of any action on or inaction by such employee in the scope of employment.

**Section 19.3 Bulletin Board.** The Employer will provide the Union reasonable space on a bulletin board in a non-public area. The Union shall use this board for posting of notices pertaining to recreational and social activities, Union elections, reports of the Union, or its committees, Union meeting notices, legislative enactments, decisions of the State Employment Relations Board (SERB), and judicial decisions affecting public employee labor relations. The Union shall not post any materials which are obscene, defamatory, or which impair the operation of the department, or which constitute partisan political campaign material.

Where the Employer finds material posted on the bulletin board to be objectionable as violative of this Agreement, it will consult with the Union and state, in writing, its objection. The material in question shall be promptly removed from the bulletin board by the Union. In the event that the Union fails to remove the objectionable material, the Employer may do so. The Union may pursue the matter through the grievance procedure for resolution.

**Section 19.4** An employee has the right to the presence and advice of an OPBA representative at all disciplinary interrogations.

**Section 19.5 Internal Union Business.**

(A) Duty Hours. The internal business of the Union shall be conducted during non-duty hours. This does not apply to time spent in contract administration or grievance processing.

(B) City Facilities, Vehicles and Equipment. Use of Employer's facilities to conduct internal Union business shall be allowable by permission of the Chief of Police and at his sole discretion, but shall not be unreasonably denied. Requests to use the Employer's facilities shall be made at least one (1) week in advance of the meeting date.

City vehicles, equipment, supplies, devices or on-duty employees shall not be used in the support of internal Union business activities or Union meetings. The initiation, typing and filing of a grievance shall be exempt from this paragraph.

**Section 19.6** The City shall pay per diem as outlined in Administrative Directive #99-02, February 1999, as such directive may be amended from time to time.

Where the City has provided permission for an employee to use his/her personal vehicle for City business, the employee shall be reimbursed at the current I.R.S. rate in effect at the time.

**Section 19.7** The City agrees to operate and maintain a safe working environment as far as practical for all bargaining unit members.

**Section 19.8** The parties shall comply with all applicable federal and state OSHA laws and rules and regulations.

**Section 19.9** Employees must report, within a reasonable time in writing, any unsafe conditions relating to police operations to their immediate supervisor.

**Section 19.10** The City shall not knowingly mandate that an employee operate any unsafe equipment. If, however, the Officer-in-Charge concludes that the equipment is safe, it is

the responsibility of the employee to operate such equipment subject to the grievance/arbitration procedure.

## ARTICLE 20
## OPBA REPRESENTATION

**Section 20.1** A non-employee representative of the OPBA shall be admitted on the City's premises (in non-secured areas) for the purposes of processing grievances, pursuant to Article XVII, Grievance Procedure, attending meetings, or for monitoring the administration of this Agreement.

**Section 20.2** The OPBA may schedule meetings on City property where space is available and pursuant to any applicable rules applying to such space. Meetings will be scheduled so as not to disturb the efficient running of the Police Department.

**Section 20.3** Members serving on the negotiating committee shall do so without loss of pay so far as it does not disturb the efficient running of the Department.

**Section 20.4** The City shall permit the union a total of forty-eight (48) hours of paid leave time to be used for union leave only to attend any conventions, educational meetings, etc. Such leave must be approved by the Chief prior to being used.

**Section 20.5** The OPBA shall have a designated Union bulletin board to be used for Union-related postings only.

## ARTICLE 21
## LABOR-MANAGEMENT AND SAFETY COMMITTEE

The parties agree to establish a joint Labor-Management Committee which shall consist of an equal number of Management and Union members. This Committee shall meet on a quarterly basis or as mutually agreed. The purpose of this Committee is to discuss the following:

(A) Matters of general information which may include safety and health concerns;

(B) This Committee shall not discuss grievances. However, unresolved matters, including safety and health concerns, may be subject to the grievance procedure;

(C) This Committee shall meet during regular duty time where possible, and, consequently, employees on that shift shall not suffer any loss of compensation for attending such meetings. Nevertheless, the City will not compensate employees who come in off duty for these meetings; and

(D) Failure of either party to implement an item agreed upon in the Labor-Management or Safety Committee may be a valid subject of the grievance/arbitration procedure or discipline.

## ARTICLE 22
## CORRECTIVE ACTION

**Section 22.1** No bargaining unit member shall be removed, reduced in pay, suspended, reprimanded except for just cause.

**Section 22.2** The Employer may take disciplinary action for employee actions which occur on or off duty that violate the established rules and regulations of the Department and/or City.

Bargaining unit members must be disciplined within forty-five (45) calendar days from the date the City knew of the event(s) resulting in the discipline unless the event(s) are the subject of a criminal investigation.

Bargaining unit members shall be given an opportunity to respond to allegations prior to the issuance of any written reprimand, suspension or discharge.

**Section 22.3** The parties recognize the principle of progressive discipline as follows:

(A) verbal/written warning;

(B) written reprimand;

(C) if necessary, a suspension; and

(D) if necessary, termination.

Provided, however, the City shall have the right, depending on the circumstances, to either immediately suspend or terminate an employee.

**Section 22.4**

(A) The City shall, as soon as possible, before any disciplinary action that results in a suspension or greater, conduct a pre-disciplinary hearing. The purpose of that hearing shall be to advise the employee of the basis of the discipline. The employee, may if he/she desires have Union representation at that hearing and also may offer evidence in opposition to the City's charges at that time.

(B) The City shall issue a decision within one (1) week of the hearing. The employee shall have the right to appeal such discipline to the grievance/arbitration procedure.

## ARTICLE 23
## GENDER AND PLURAL

Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

## ARTICLE 24
## HEADINGS

It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said Article nor effect any interpretation of any such Article.

## ARTICLE 25
## LEGALITY

This Agreement shall be subject to and subordinated to any present and future federal and state laws. Further, it is the intent of the Employer and the OPBA that this Agreement comply in every respect with the applicable legal statutes and charter requirements. If it is determined that any provision of this Agreement is in conflict with law, that provision shall be null and void and shall not affect the validity of the remaining paragraphs of this Agreement.

## ARTICLE 26
## WAIVER OF AGREEMENT

The failure of the Employer or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered a waiver or relinquishment of the right of the Employer or the Union to future performance of any such term or provision of this Agreement. The obligations of the Employer and the Union to such future performance of the terms or provisions of this Agreement shall continue in full force and effect.

## ARTICLE 27
## FINAL RESOLUTION

**Section 27.1** The Agreement expressed herein, in writing, constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its

provisions. Any changes in this Agreement must be mutually agreed upon by the parties and must be in writing.

**Section 27.2** The terms of this Agreement shall supersede all city ordinances and resolutions in conflict with this Agreement.

## ARTICLE 28
## RIGHTS OF BARGAINING UNIT MEMBERS

**Section 28.1 Political Activity.** Except when on duty or acting in an official capacity, no bargaining unit member shall be prohibited from engaging in political activity outside of the City of Hudson or be denied the right to refrain from engaging in such activity.

**Section 28.2 Rights of Bargaining Unit Members while Under Departmental Investigation.** When a bargaining unit member is under formal departmental investigation, including due to citizen complaints, the following minimum standards shall apply:

(A) A member shall be informed of the nature of the investigation prior to any formal questioning and shall be informed to the extent known at the time, whether the investigation is focused on a criminal or departmental investigation.

(B) Interviewing of the bargaining unit member shall generally be conducted at a reasonable hour and at the offices of those conducting the investigation or the place where such bargaining unit member reports for duty unless the member consents to being questioned elsewhere.

(C) Questioning of a bargaining unit member be for a reasonable period of time allowing for reasonable rest and personal necessities periods.

(D) No threat against, harassment of, or promise or reward (except an offer of immunity from prosecution) to any bargaining unit member shall be made in connection with an investigation.

(E) The bargaining unit member under investigation shall be entitled to the presence of an OPBA representative, or his/her designee, at any questioning.

(F) At the conclusion of the investigation, the person in charge of the investigation shall inform the bargaining unit member under investigation, in writing, of the investigative findings and any recommendations or disciplinary action that the Department intends to make.

**Section 28.3 Summary Punishment and Emergency Suspension.**

(A) This Article does not preclude the employer from summary punishment or emergency suspension for misconduct by a bargaining unit member.

(B) An emergency suspension shall not affect or infringe on the health benefits of a bargaining unit member.

**Section 28.4 Polygraph.** No polygraph examination shall be given for investigative or other purposes unless requested by the bargaining unit member being questioned.

**Section 28.5 Retaliation for Exercising Rights.** There shall be no penalty or threat of penalty against a bargaining unit member for the exercise of the member's rights under this Section.

**Section 28.6 Notice of Disciplinary Action.** When official disciplinary action is to be taken against a bargaining unit member, the member shall be notified of the action and the reasons therefore before the action takes effect.

**Section 28.7** **Disciplinary Hearing.** If an investigation results in a recommendation of disciplinary action, the Employer shall follow the procedures for Disciplinary Action as they are described in Article XXII of this Agreement.

**Section 28.8** **Other Remedies Not Impaired.**

(A) Nothing in this Section shall be construed to impair any other legal remedy that either party may have with respect to any rights, duties or obligations under this Section.

(B) A bargaining unit member may waive any of the rights guaranteed by this Article.

## ARTICLE 29
## PERSONNEL FILES

**Section 29.1** The personnel file for all employees shall be maintained by the Human Resources Manager or his/her designee for the City of Hudson.

**Section 29.2** Employees shall have the right to access their personnel file consistent with the Ohio Public Records Act and City policy.

**Section 29.3** An employee may not alter any documents in their file but may place written clarification, explanation or rebuttal to any of its contents which may be of a negative nature, by submitting same, through channels, to the Human Resources Manager or his/her designee.

**Section 29.4** No unsubstantiated complaint shall be placed in an employee's personnel file and any disaffirmed disciplinary action shall be expeditiously removed from an employee's file.

**Section 29.5** No disciplinary action older than three (3) years from date of last reference shall be used in any current disciplinary action. Records of disciplinary action shall have no

force and effect in future disciplinary actions according to the following schedule provided there have been no intervening disciplinary actions taken during the same time period:

| | | |
|---|---|---|
| Verbal warning or written reprimand | - | 24 months |
| Suspensions | - | 36 months |

**Section 29.6** Information in an employee's personnel file shall be considered confidential and shall not be released to any outside agency or person without the express written consent of the employees subject to current law.

## ARTICLE 30
## WORK RULES/EXISTING BENEFITS

**Section 30.1** The City shall furnish the OPBA with a copy of all current work rules. In the event that the City makes any modification to existing work rules, it will notify the Union and make copies of the proposed changes available. The Union shall have ten (10) work days from receipt of notice to respond in writing requesting a meeting to discuss such modifications. If the Union does not respond in writing, such changes shall be deemed acceptable.

**Section 30.2** If the Union responds in writing regarding the proposed changes, the parties shall meet and discuss the proposed changes prior to enactment. The parties agree that there shall be a free flow of information and ideas at such meeting. However, if the parties are unable to agree to such modification, the City shall have the right to implement such changes. The Union shall have the right to grieve the effect of such modified work rules on bargaining unit members.

## ARTICLE 31
## COMMUNICABLE DISEASES

**Section 31.1** The City shall establish policies and procedures as necessary regarding employee contact with individuals who have or may have communicable diseases. The purpose of this policy is to maintain the most efficient and safest methods regarding handling of individuals who may have or have such diseases and the precautions which must be practiced for self protection.

**Section 31.2** Employees will be issued equipment and supplies necessary to reasonably protect them from contracting such diseases in the work environment. In the event a member contracts a terminal disease as a result of a work related incident(s), the City shall cooperate with the employee seeking to utilize the Police Fire Pension system for retirement or disability purposes.

## ARTICLE 32
## CONFLICT WITH LAW AND SEPARABILITY

**Section 32.1** The parties intend this Agreement to supersede and replace any state and local laws on the subjects covered by this Agreement. Where this Agreement makes no specification about a matter, the provision of applicable law shall prevail. If by operation of law or by a court of competent jurisdiction it is found that any provisions shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

**Section 32.2** The parties agree that should any provision(s) of this Agreement be found to be invalid, they will agree to meet and renegotiate replacement language on the same subject

matter within thirty (30) calendar days, pursuant to the procedures outlined in Ohio Revised Code 4117.

## ARTICLE 33
## DURATION

This Agreement represents an understanding between the Employer and the OPBA from January 1, 2015, through December 31, 2017 and thereafter from year to year, unless at least ninety (90) days prior to said expiration date, or any anniversary thereof, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions. If such notice is given, negotiations shall be promptly commenced and this Agreement shall remain in full force and effect until an amended Agreement is agreed to or, on or after December 31, 2017 either party gives ninety (90) days notice of an intention to terminate this entire Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of March, 2015.

**CITY OF HUDSON**

Jane Howington, City Manager

Frank Comeriato, Assistant City Manager

David W. Robbins, Chief

**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**

Max Rieker

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