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AGREEMENT BETWEEN

CITY OF CIRCLEVILLE

AND

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

FOR THE BARGAINING UNITS OF:

POLICE SERGEANTS

POLICE LIEUTENANTS

COMMUNICATION SUPERVISORS

EFFECTIVE: JANUARY 1, 2015

EXPIRATION DATE: DECEMBER 31, 2017

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ARTICLE I PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Circleville, Ohio, hereinafter referred to as the "Employer" or the "City", and the Ohio Patrolmen's Benevolent Association herein referred to as the "OPBA".

ARTICLE II PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and the OPBA 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: 1) 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; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of the City of Circleville, Ohio; 4) To avoid interruption or interference with the efficient operation of the Employer's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE III RECOGNITION

3.01 The Employer hereby recognizes the OPBA as the sole and exclusive bargaining agent for negotiating wages, hours, and other terms and conditions of employment for all fulltime employees of the Police Department occupying the positions of Sergeant, Lieutenant and communications supervisor excluding all positions which have the authority to act on behalf of the Police Chief, all part-time seasonal, temporary and probationary employees and all other positions specifically exempted by Chapter 4117 of the Revised Code. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term not to exceed the duration of this Agreement.

3.02 The Employer will furnish the OPBA with a list of all employees in the classifications covered by this agreement indicating their starting date of employment. The City will update the list upon written request of the OPBA.

ARTICLE IV UNION SECURITY

4.01 The Employer and the OPBA agree that membership in the OPBA is available to all employees whose positions fall within the bargaining unit. The Employer agrees to deduct OPBA membership dues once each month from the pay of any bargaining unit employee eligible for membership upon receiving written authorization, signed by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer agrees to begin deducting OPBA dues from the payroll check for the pay period in which the authorization was received by the Employer.

4.02 The amount to be deducted shall be certified to the payroll clerk by the treasurer of the OPBA. At least one (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deduction. The Employer agrees to furnish the treasurer of OPBA a warrant in the aggregate amount of the deduction. A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the treasurer of the OPBA within thirty (30) days from the date of making said deductions.

4.03 Deductions under this Article shall be made during one (1) pay period each month. If any member's pay for the period in which dues is to be deducted are insufficient to cover the amount of union dues, the City will make the deduction during the subsequent pay period. In the event a deduction is not made for any OPBA member during any particular month, the Employer, upon verification of the union and written approval by the employee, will make the appropriate deduction from the following pay period if the deduction does not exceed the total of two (2) months' dues. The Employer will not deduct more than two (2) months' dues from the pay of any OPBA member, nor will the Employer deduct more than collection of dues arrearages totaling more than two (2) months' dues which shall be the responsibility of the OPBA.

Each eligible employee's existing written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement, unless an eligible employee certifies in writing that the dues check-off authorization has been revoked, at which point the dues deduction will cease effective the pay period following the pay period in which the written dues deduction revocation was received by the Employer and the OPBA.

4.04 The OPBA warrants and guarantees to the Employer that no provision of this article violates the constitution or laws of the United States or the State of Ohio. The OPBA hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article, including section 4.05 and the OPBA shall indemnify the Employer for such liabilities or damages that may arise.

4.05 All members of the bargaining unit, as identified in this Agreement, shall either 1) maintain their membership in the OPBA, 2) become members of the OPBA, or 3) pay a service fee to the OPBA in an amount determined by the OPBA, in accordance with Ohio Revised Code Section 4117.09.

In the event that a service fee is to be charged to a member of the bargaining unit, the Employer shall deduct such fee in the same manner as dues are deducted as specified in this Article.

ARTICLE V MANAGEMENT RIGHTS

5.01 Nothing in this Agreement shall be construed as delegating to others the authority conferred by law upon the Employer or in any way abridging or reducing such authority.

5.02 The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct, or supervise the operations of the

Employer and all of the employees are vested solely and exclusively with the Employer and/or his/her designated representatives.

5.03 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees; 2) determine the number of persons required to be employed, laid off or discharged; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) transfer or subcontract work; 14) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; or 15) terminate or eliminate all or any part of its work or facilities.

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

ARTICLE VI NO STRIKE/NO LOCKOUT

6.01 The OPBA does hereby affirm and agree that it will not either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any bargaining unit employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work-stoppage, or other concerted interference with or the withholding of services from the Employer.

6.02 In addition, the OPBA shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs, the OPBA shall immediately notify all bargaining unit employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the OPBA and instruct all employees to return to work immediately. Stoppage of work by employees in good faith because of dangerous or unhealthful working conditions at the place of employment which are abnormal to the place of employment shall not be deemed a strike.

6.03 It is recognized by the parties that the Employer is responsible for the health and welfare of its citizens and that any violation of this Article would give rise to irreparable damage to the

Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the Employer shall be entitled to seek and to obtain immediate injunctive relief. If the Employer seeks injunctive relief against an unlawful strike, the OPBA shall cooperate with the Employer by not opposing such relief.

6.04 It is further agreed that any violation of the above shall be automatic and sufficient grounds for immediate discharge or other disciplinary action.

6.05 The City agrees for the period of this Agreement not to lockout the employees covered by this Agreement.

ARTICLE VII NONDISCRIMINATION

7.01 The Employer and the OPBA agree not to discriminate against any employee(s) on the basis of race, color, religion, national origin, age, sex, or handicap.

7.02 The OPBA expressly agrees that membership in the OPBA is at the option of the employee and that it will not discriminate with respect to representation between members and nonmembers.

ARTICLE VIII TOTAL AGREEMENT

8.01 This Agreement represents the entire agreement between the Employer and the OPBA and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer without any such modification or discontinuance being subject to any grievance or appeal procedure herein contained.

ARTICLE IX CONFORMITY TO LAW

9.01 This Agreement shall be subject to and subordinated to any applicable present and future Federal and State Laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

9.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties, or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

ARTICLE X OBLIGATION TO NEGOTIATE

10.01 The Employer and the OPBA acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

10.02 Therefore, for the life of this Agreement, the Employer and the OPBA each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE XI GENDER AND PLURAL

11.01 Whenever the context so requires the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neutral gender 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 XII HEADINGS

12.01 It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section or affect any interpretation of any article or section.

ARTICLE XIII LEGISLATIVE APPROVAL

13.01 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE XIV RULES, REGULATIONS, AND WORK RULES

14.01 It is understood and agreed that the Employer has the statutory authority to promulgate work rules, policies, procedures, and directives to regulate the conduct of the employer's

business. Whenever possible, such matters will be reduced to writing and made available to all employees.

14.02 The OPBA agrees that its members will comply with all Police Department Rules and Regulations, including those relating to conduct and work performance.

14.03 It is hereby mutually agreed that from time to time daily work rules may be discussed between the Union and the Police Chief to insure a harmonious relationship, good working conditions, and efficiency.

14.04 The City will maintain, whenever possible, a copy of all current written rules and make those available to employees. Newly issued rules and regulations shall be placed in a binder and all employees shall have access to the binder. Upon ratification of this Agreement all current work rules will be placed in the binder.

ARTICLE XV SICK LEAVE

15.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; 3) serious illness, injury or death in the employee's immediate family; and/or 4) reasonable doctor and dentist appointments for employee and/or immediate family. A male employee may use sick leave for time off upon the birth of a child up to a maximum of six (6) weeks. An employee in this situation is entitled to additional time off pursuant to the Family Medical Leave Act. Sick leave use may exceed six (6) weeks consistent with the above paragraph.

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

15.03 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least two (2) hours before the start of his/her work shift each day he/she is to be absent.

15.04 The sick leave must be documented on a sick leave form within 48 hours, approved by the Chief and a copy sent to the Safety Director. Signature of shift supervisor must be on the form. Sick leave may be used in increments of not less than one-half hour.

15.05 Before an absence may be charged against accumulated sick leave, the Department Head may require such proof of illness, injury or death as may be satisfactory to him/her , or may require the employee to be examined by a physician designated by the Department Head and paid by the Employer. In any event, an employee absent for more than two (2) work days must supply a physician's report to be eligible for paid sick leave.

15.06 If the employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the

Department Head, at his/her sole discretion, finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may, at the Department Head's sole discretion, be considered an unauthorized leave and shall be without pay.

15.07 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

15.08 The Department Head may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his/her return to duty, to be examined by a physician designated and paid by the Employer, to establish that he/she is not disabled from the performance of his/her duties and that his/her return to duty will not jeopardize the health and safety of other employees.

15.09 The use of sick leave due to illness or injury in the immediate family shall be where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member. "Immediate family" shall be defined to include the employee's spouse, children, step-children, parents, brother, sister, grandparent, grandchild, or legal guardian, and mother-, father-, sister-, brother-, daughter-, and son-in-law.

15.10 An employee of the City of Circleville who retires and has ten (10) or more years of continuous service with the City of Circleville will, upon written application, be paid a one-time bonus, calculated upon his/her accrued but unused sick leave account as follows:

> A retiring employee with twenty (20) or more years of service with the City of Circleville shall be entitled to receive payment for thirty-five percent (35%) of his/her accrued but unused sick leave. A retiring employee with less than twenty (20) years of service with the City of Circleville shall be entitled to receive payment for twenty-five percent (25%) of his/her accrued but unused sick leave. Only service time as an employee of the City of Circleville shall be utilized in this conversion calculation.

15.11 The application for the sick leave conversion payment must be made in writing, signed by the employee at his/her time of retirement. The conversion will be distributed to the employee not later than thirty (30) days after the employee's retirement date. Payment shall be based on the employee's hourly rate of pay at the time of retirement.

15.12 An employee is only entitled to one (1) conversion of sick leave as an employee of the City.

15.13 Less than five hundred (500) hour bank - Any employee who, as of the conclusion of the payroll year, has sick leave account of less than five hundred (500) hours, shall not be paid for unused sick time earned during the immediately preceding payroll year and any such unused sick time will be added to his/her sick leave account.

Five hundred (500) or more hour bank - Any employee, who, as of the conclusion of the payroll year, has a sick leave account of five hundred (500) hours or more, shall first have any sick leave

used in the immediately preceding payroll year deducted from the sick leave he/she earned during that year. The employee may then elect to be paid for the remaining sick leave earned but not used in that prior payroll year, up to a maximum of one hundred sixty seven (167) hours. This election shall be made on or before January 31, of the year following the conclusion of the payroll year. Any unused sick leave hours not bought by the employee shall remain in the employee's sick leave account. Sick leave buy back payment shall be paid no later than the second pay in February.

ARTICLE XVI GRIEVANCE PROCEDURE

16.01 Every employee shall have the right to present his/her grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination, or reprisal and, except for Step 1, shall have the right to be represented by a person of his/her own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible at the lowest step of this procedure.

16.02 For the purposes of this procedure, the below listed terms are defined as follows:

A. Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of only the specific and express written provisions of this Agreement.

B. Grievant - The "grievant" shall be defined as only any employee or group of employees within the bargaining unit actually filing a grievance or the OPBA.

C. Party in Interest - A "party in interest" shall be defined as only any employee of the Employer named in the grievance who is not the grievant party.

D. Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays as provided for in this Agreement.

16.03 The following procedures shall apply to the administration of all grievances filed under this procedure.

A. Except at Step 1, all grievances shall include the name and position of the grievant; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievance party.

B. Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his/her representative, if any.

C. If a grievance affects a department-wide controversy, it may be submitted at Step 2.

D. The preparation and processing of grievances shall be conducted during non-working hours.

E. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the OPBA, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.

F. The grievant may choose whomever he/she wishes to represent him/her at any step of the grievance procedure.

G. The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under the law, except that any employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure. The Circleville Civil Service Commission shall have no jurisdiction over bargaining unit members with the exception of disciplinary matters involving a suspension of thirty (30) days or more, reductions or termination.

H. Employees may appeal unpaid time-off discipline and demotions to the grievance procedure. Written reprimands may only be appealed through Step 4 of the grievance procedure and may not be appealed to arbitration. All appeals of time-off without pay discipline shall begin at Step 3. Only time-off discipline or demotions may be appealed to arbitration.

I. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.

J. This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

16.04 All grievances shall be administered in accordance with the following steps of the grievance procedure.

STEP 1

An employee who believes he/she may have a grievance shall notify his/her immediate supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee and his/her OPBA representative if the representative's presence is requested by the employee, within five (5) days of the date of the notice by the employee. The supervisor will discuss the issues in dispute with the objective of resolving the matter informally.

STEP 2

If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the Chief of the Police Department within five (5) days of the informal meeting or notification of the supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the supervisor fails to give the employee an answer. The Chief shall give his/her answer within five (5) days of the meeting.

STEP 3

If the grievant initiating the grievance is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Safety Director within five (5) days from the date of the decision in Step 2. The Safety Director shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant and his/her representative, if he/she requests one. The Safety Director shall issue a written decision to the employee within fifteen (15) days from the date of the hearing.

STEP 4

If the grievant is not satisfied with the decision at the conclusion of Step 3, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the decision. The Mayor or his/her designee shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant, his/her representative, and any other party necessary to provide the required information. The Mayor or his/her designee shall issue a written decision to the employee within fifteen (15) days from the date of the hearing.

ARTICLE XVII ARBITRATION

17.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 4, the grievant may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly request the American Arbitration Association to submit a panel of nine (9) arbitrators within Ohio and will choose one (1) by the alternate strike method. Each party may strike the entire list once during the process.

17.02 The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law. The question of substantive or procedural arbitrability of a grievance shall be properly before an arbitrator and shall be raised by either party at the beginning of the arbitration hearing.

17.03 The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of American Arbitration Association.

17.04 The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

17.05 An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated for testifying at an arbitration only if the employee is scheduled and on duty at the time of the arbitration and his/her attendance is required by either party. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed three (3) employees.

17.06 The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be binding upon the parties.

17.07 The OPBA agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of any determination that the OPBA failed to fairly represent a member of the bargaining unit during the exercise of his/her rights as provided by the Grievance and Arbitration Procedures herein contained.

17.08 Either party may request, in writing, a prearbitration meeting and a meeting shall be conducted. Such meeting shall be for the purpose of meeting to discuss the merits of the grievance, to exchange lists of witnesses (with a description of testimony expected), and to exchange copies of any documents expected to be used in the arbitration hearing. Requests for such meeting shall be in writing and presented/served on the other party at least thirty (30) calendar days after the Step 3 written answer. A meeting shall be scheduled for a date no later than fourteen (14) days after receipt of request for a prearbitration meeting, unless parties agree otherwise. If either party should decide to utilize rebuttal documents or witnesses it shall inform the other party no later than seven (7) days after the prearbitration meeting.

ARTICLE XVIII DISCIPLINE

18.01 Disciplinary action taken by the Employer shall only be for cause.

18.02 Employees may be disciplined for just cause. In the event that an employee is to be given disciplinary action for behavior or conduct which warrants time-off suspension, demotion or

removal, a predisciplinary conference between the employee and the Director, or his/her designee, shall be arranged. This conference shall be scheduled not earlier than twenty-four (24) hours after the time the employee is notified in writing of the discipline and the predisciplinary conference. This time period may be extended to insure attendance of necessary individuals but not to cause unreasonable delay. Employees may have a union steward or an employee representative plus the staff representative present at the predisciplinary conference. The employee shall be responsible to notify the steward or staff representative. The Employer may have additional personnel present at the predisciplinary conference.

Prior to receiving a verbal or written reprimand, the employee shall be given an opportunity to meet with the Chief or his/her designee to discuss the reprimand. The employee may have a Union representative present at this meeting.

Whenever disciplinary action is to be taken, the principles of progressive discipline shall apply. The Employer shall consider all relevant factors which include, but are not limited to, the employee's work record, the nature of the offense and the timeliness of the disciplinary action.

18.03 In the case of emergency of duty, an employee may be suspended with pay pending a hearing under Step 3 of the grievance procedure.

A non-probationary employee who receives disciplinary action subsequent to the predisciplinary conference referenced above shall be given written notice regarding the reasons for the disciplinary action.

18.04 The Circleville Civil Service Commission shall have no jurisdiction over disciplinary matters pertaining to bargaining unit members, except for cases involving suspensions of thirty (30) days or more, reductions in pay or terminations.

18.05 Complaints outside of management which may result in disciplinary action must be in writing and signed by the complainant, at which time the officer will be notified by management of the complaint.

18.06 The Employer will promptly investigate alleged offenses as it becomes aware of such alleged offenses and will not permit undue delay in the administration of disciplinary action. Disciplinary action shall be taken within thirty (30) days of the conclusion of the pre-disciplinary conference.

ARTICLE XIX EMPLOYEE RIGHTS

19.01 An employee has the right to the presence and advice of an OPBA representative and/or an attorney at all disciplinary hearings and/or disciplinary interrogations. Such right shall not be exercised for the purpose of creating delay. All representation by employee representatives shall take place on employee's time off.

19.02 An employee may request an opportunity to review their personnel file, add pertinent memoranda to the file clarifying any documents contained in the file, and may have a representative of the OPBA present when reviewing his/her file. A request for copies of items included in the file shall be honored. Copies will be made at the employee's cost. An employee may request removal of specific items in his/her file, which request will be considered by the Employer in its sole discretion, except as otherwise provided herein. Upon written request of any employee to the Safety Director, the City shall expunge from the personnel files of employees records of verbal counseling ("CHITS") after one (1) year if the employee has not had any intervening discipline or offenses, written reprimands after eighteen (18) months if the employee has not had any intervening discipline or offenses, and suspensions after two (2) years if the employee has not had any intervening discipline or offenses. Records of verbal counseling, written reprimands, and suspension of two (2) days or less shall have no force and effect for purposes of subsequent disciplinary action if removed consistent with the timeline above.

19.03 Questioning or interviewing an employee shall be conducted at reasonable time giving due consideration to the urgency of the matter under investigation, allowing for rest periods and attendance to physical necessities. In addition, the employee may record such interrogations if he/she has a recording device available so as not to delay the investigation. The Employer may have a transcript of such recording at the Employer's expense.

19.04 An employee will be informed of the nature of any investigation of himself/herself prior to any questioning.

19.05 In the event that the Employer uses a polygraph machine, the questioning will be narrowly related to the specific investigation.

19.06 Upon completion of the investigation, the Employer will notify the employee under investigation of the results and provide the employee with copies of all documents retained by the Employer, except as provided by law. Any time a document is placed in an employee's personnel file, a copy of the document will be automatically provided to the employee.

ARTICLE XX PERSONAL LEAVE DAY

20.01 For each bargaining unit member hired after December 1, 2014, after reaching their first anniversary date of employment, shall be entitled to a personal leave day annually, during each payroll year not to be deducted from sick leave. Requests for personal leave will be granted if a request is made at least two (2) hours in advance provided overtime will not be required to replace the employee at the time the request is made.

Personal leave requests made at least fourteen (14) days in advance will be granted, even if overtime is required to fill the requested shift, as long as another employee volunteers to work the overtime at least seven (7) days in advance of the requested time off. No employee will be ordered to work overtime to fill a personal leave request.

20.02 Each employee may earn up to three (3) additional personal days per year on the following basis:

> Employees who use no sick leave in a four (4) month period (January - April, May - August and/or September - December) shall earn a personal day. While leave may be earned for any of these four (4) month periods, employees are entitled to earn no more than three (3) personal days per year under this section.

An earned personal leave day must be used within one (1) year of the time it is earned.

ARTICLE XXI OVERTIME PAY, CALL-IN PAY, OUT OF CLASSIFICATION PAY AND COMPENSATORY TIME

21.01 All employees, for work performed in excess of forty (40) hours in one (1) week or eight (8) hours in one (1) day, when approved of by the Chief or the Chief's designee, shall be compensated at the rate of one and one-half (1½) times the employee's regular hourly rate for all overtime. Employees may elect to take compensatory time off in lieu of overtime pay, at the rate of one and one-half (1½) hours for each clock hour of work. There shall be no pyramiding of overtime.

For purposes of this section, hours worked does not include time spent on sick leave except if used for FMLA or bereavement purposes. Time spent on vacation leave, personal leave, and compensatory time shall count as hours worked.

21.02 Overtime shall be distributed as equitably as practical and shall be equalized on a continuous basis. The City shall maintain an overtime list in order to determine which officers shall be called into work. This list will be updated each pay period.

A. All prescheduled overtime assignments, except court time and grand jury, shall be distributed to the employees pursuant to the overtime list.

B. The City is only obligated to call in sergeants, lieutenants, or patrol officers designed as officers in charge to replace a supervisor.

C. Overtime properly offered and refused shall be charged as if worked. Employees who are called for overtime purposes and do not answer, shall not be moved on the list. Employees shall be charged for the hours as if worked if they do not answer three (3) separate consecutive times.

D. Employees on sick leave, injury leave, or leave of absence in excess of thirty (30) days, upon return to work, shall be charged the average number of hours worked during the leave period.

E. New employees shall be added to the bottom of the list. Probationary employees need not be placed on the list, but may be added, at the sole discretion of the Chief. Probationary

employees not added to the list shall not be offered overtime except where absolutely necessary.

F. All time will be reduced to zero (0) on the effective date of the agreement and on each January 1st thereafter.

G. Mistakes in offering overtime will be corrected by offering the employee who was missed the next available opportunity.

H. Forced overtime opportunities shall be distributed to employees based upon the effective seniority list beginning with the least senior, qualified employee rotating upwards until the Employer has rotated through all other names on the list.

21.03 When an employee is called in outside his/her normal shift for emergency or other reason, he/she shall receive compensation with minimum guarantee of three (3) hours of work or three (3) hours of pay at the appropriate rate. All overtime or additional hours assigned that are contiguous to an employee's assigned shift shall not be considered as call in time and the minimum guarantee shall not apply. Employees required to appear at Court outside their normal shift shall receive a minimum of three (3) hours of work or three (3) hours of pay at the appropriate rate. Employees who are required to report to court outside their normal shift shall notify their immediate supervisor as soon as possible. Employees who are required to make more than one (1) court appearance within a three (3) hour period are entitled to a total of one (1) minimum three (3) hour pay or the actual hours worked, whichever is greater. Employees shall not be entitled to the three (3) hour minimum pay if the scheduled court appearance is less than two (2) hours prior to their regularly scheduled shift or one (1) hour after their scheduled shift. Employees who appear for court shall not be required to perform other work except in emergency situations.

21.04 Employees shall be entitled to accrue up to eighty (80) hours of comp time earned and used per year in lieu of paid overtime upon notification to the Chief or his/her designee. Employees who are assigned to work ten (10) hour workdays may accumulate up to one hundred (100) hours of comp time earned and used per year. Compensatory time off shall be granted at the rate of one and one-half (1½) hours of compensatory time off for each hour of overtime worked. In the event the employee is receiving a wage supplement, such as shift differential or Officer-In-Charge (OIC), during the hours worked for which compensatory time is accrued, the employee shall receive payment for the supplement(s) earned beyond the employee's hourly rate for the appropriate number of hours worked. Use of compensatory time shall be subject to the approval of the Chief or his/her designee in accordance with the provisions of the Fair Labor Standards Act. Additional compensatory time may be granted in lieu of paid overtime in accordance with the Fair Labor Standards Act.

21.05 Employees may accumulate compensatory time and maintain it for one (1) year. If the compensatory time is not utilized within one (1) year, it will be converted to a cash payment at the employee's hourly rate in effect at the time the compensatory time is paid.

21.06 The records of compensatory time shall be submitted with payroll to the City Auditor's office whose records regarding accumulation and use of compensatory time shall be the official record. Upon resignation, employees shall be entitled to compensation for accumulated unused compensatory time.

21.07 Patrol Officers who are assigned as Officer-in-Charge (OIC) in the absence of any supervisors shall receive an additional one dollar and twenty-five cent ($1.25) per hour for the time they work as OIC.

ARTICLE XXII HOLIDAY PAY AND HOLIDAY LEAVE

22.01 Holidays are as follows: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 - Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Christmas Eve (8 Hours), and Christmas Day.

22.02 Holiday leave time may be taken as rescheduled time during the payroll year in which the holiday occurred, unless otherwise provided herein. When holiday leave time is taken, it shall be taken on an hour-to-hour basis against the accrued holiday leave time. It is agreed that employees shall not be entitled to utilize "Holiday time off" prior to the date on which the holiday occurs.

In lieu of rescheduled time off, the parking enforcement officer shall receive the day off on the above holidays without loss of pay. In the event a holiday occurs on a Saturday, the parking officer shall be off on the proceeding Friday. If the holiday falls on a Sunday, it shall be observed on the following Monday.

22.03 Compensation for such unused holiday leave shall be at the rate of one and one-half (1½) times base pay. Such compensation shall accrue and if not utilized as rescheduled time, shall be converted to cash payment distributed no later than November 21, annually, at the employee's rate of pay in effect at the time of conversion. Employees who separate during the year shall have holiday leave prorated in proportion to the time of the holiday leave year (November 21 to November 21) that the employee has completed the nearest full month and be paid upon separation.

22.04 The scheduling of holiday leave shall be subject to approval of the Chief or his/her designee. Holiday leave hours may be taken in the form of rescheduled time, scheduled during the payroll year accrued, except Christmas, which if not utilized, may be carried over. Other than as set forth in section 23.03, requests for holiday leave must be submitted at least seven (7) days in advance except in cases of emergency.

22.05 Employees who resign or retire from the Department during the payroll year shall only be entitled to holiday leave conversion for those holidays which have occurred during the payroll year prior to the time the employee resigns or retires.

ARTICLE XXIII VACATION LEAVE

23.01 All regular full-time employees shall be granted the following vacation leave with full pay based on their length of service with the City as follows:

After 1 year full-time service	80 hours vacation leave
After 5 years of service	120 hours vacation leave
After 10 years of service	160 hours vacation leave
After 15 years of service	180 hours vacation leave
After 20 years of service	200 hours vacation leave

23.02 The rate that vacation leave hours shall be accrued per 80 hours is as follows:

1-4 years of service	3.1 hours per 80 hours worked
5-9 years of service	4.6 hours per 80 hours worked
10-14 years of service	6.2 hours per 80 hours worked
15-19 years of service	6.92 hours per 80 hours worked
20+ years of service	7.7 hours per 80 hours worked

23.03 Vacation leave shall be accrued by full-time employees only and may be accumulated to an amount equal to three (3) years accumulation of vacation leave. An employee shall become eligible for vacation leave on his/her anniversary date and vacation leave will normally be taken by the employee within twelve (12) months thereafter. If a recognized holiday falls within an employee's vacation leave, the employee shall not be required to take vacation leave for the holiday.

23.04 Vacation leave is to be taken at a time approved by the supervisor or department head; however, effort will be made to grant vacation time at the convenience of the employee if scheduling does not hamper the Department's work coverage. Any vacation leave of at least forty (40) hours requested by an employee as their first choice under section 23.06 below, in January of each calendar year, will be approved and is only subject to cancellation in the event of a an emergency or by a shift change voluntarily requested by an employee. Any conflicts between employees for the same vacation dates will be resolved by seniority except that forty (40) hour blocks will prevail over requests of less than forty (40) hours. Vacation requests must be made no less than thirty days in advance for vacations of more than eighty (80) hours and fourteen (14) days in advance for vacations of eighty (80) hours or less than eighty (80) hours. The Employer shall attempt to approve or disapprove vacation requests of more than eighty (80) hours or more at least fourteen (14) days in advance of the requested time off and requests of eighty (80) hours or less than one (1) week seven (7) days in advance of the requested time off. Vacation leave must be utilized in hour units.

23.05 If an employee with at least one (1) year of service voluntarily terminates his/her employment, he/she shall be eligible and entitled to receive payment for all earned and accrued, but unused, vacation leave. In the case of the death of an employee, said vacation leave will be paid to the employee's estate. Continuous service from other City departments may be utilized

for vacation accumulation, however, service from any other employer will not be considered for service with accumulation of vacation leave.

23.06 Departmental seniority shall govern for the purposes of this Article. Departmental seniority is defined as length of continuous service with the Circleville Police Department. The senior employee on any shift is entitled to first choice with respect to vacation selection in any calendar year (January 1 through December 31). After the senior employee utilizes his/her first choice by selecting any amount of vacation, every other employee on the shift is entitled to a vacation selection by seniority.

After each employee on the shift has utilized one (1) vacation selection by seniority, the selection process is repeated by returning the choice of vacation to the most senior employee. This process is repeated each calendar year until all employees on a shift have either exhausted their vacation or the calendar year comes to an end.

Only one (1) employee per shift will be on vacation leave at one (1) time, unless approval is obtained by the Chief or his/her designee.

Section 23.07 Bargaining unit employees may sell back to the City up to forty (40) hours of earned but unused vacation leave once per year. Such cash payment shall be based on the employee's rate of pay on the date the employee notifies the City of such election. A bonus of fifteen percent (15%) of the total cash payment computed above shall be paid to the employee. In order to qualify for the bonus, the employee must notify the City of his/her intent to cash in vacation leave by November 1. Payment shall be made on or about December 1. In order to receive payment under this section, employees must be in active pay status at the time of the distribution.

Employees may also elect to convert accrued but unused vacation leave to cash payment without the fifteen percent (15%) bonus during the second pay period in March, the second pay period in May and the second pay period in September.

ARTICLE XXIV JURY DUTY LEAVE

24.01 Any employee who is called for jury duty, either Federal, County, or Municipal, shall be paid his/her regular salary. The employees are to remit to the City any compensation received from such court for jury duty. If the employee is working first or third shift, the affected employee shall be placed on second shift with Saturday and Sunday off until jury duty is completed.

ARTICLE XXV MEDICAL INSURANCE

25.01 The Employer will pay the medical insurance costs in accordance with the provisions of this Article.

25.02 The Employer shall pay eighty percent (80%) of all health insurance premiums and employees shall pay twenty percent (20%) of premiums for single, double, and family coverage.

25.03 The OPBA and City agree that any increases in premiums during the term of this contract will be discussed according to the provisions of this Article.

25.04 The parties agree to discuss employee contributions for health insurance along with the health insurance coverage. The City shall establish a joint labor management health insurance committee that shall include a member of the bargaining unit. The committee shall meet at least every sixty (60) days to review and discuss issues relating to health insurance. The committee shall have access to all pertinent information concerning health insurance coverage. The committee shall review any potential changes to health insurance coverage and shall have input prior to changes being made.

The OPBA recognizes the right of the Employer in its discretion to secure alternate insurance carriers and to modify coverage, which measures may be used to maintain or to lessen premium costs. Prior to any modifications of benefits or coverage the OPBA and the City agree to meet and discuss any modifications in the health insurance coverage and/or benefits.

ARTICLE XXVI LONGEVITY

26.01 All full-time employees shall be entitled to longevity pay for continuous service to the City. Entitlement to such longevity pay shall be determined upon the following conditions, all of which must exist for eligibility for longevity. The employee must:

A. Be a full-time employee; and

B. Have completed five (5) years of continuous, uninterrupted employment with the City.

26.02 The amount of longevity pay for employees shall be seventy dollars ($70.00) times the number of years completed of continuous service with the City as of December 1st of each year. If an officer is killed in the line of duty, then the officer's longevity payment for that year will be paid to the officer's beneficiary and then to the officer's estate if no beneficiary is provided.

26.03 Such longevity pay shall be issued annually, not earlier than the first regular City pay date in December, but not later than the second regular pay in December. Employees who separate their service with the City with ten (10) or more years of service prior to December shall be entitled to a prorated payment for longevity based on the nearest year of service.

ARTICLE XXVII UNIFORM ALLOWANCE

27.01 Employees of the rank of Patrol Officer shall be provided a uniform stipend of seven hundred and fifty dollars ($750.00) per calendar year, prorated to the nearest month of service for those who retire. Employees of the rank of Dispatcher shall be provided a uniform stipend of

five hundred fifty dollars ($550.00) per calendar year, prorated to the nearest month of service for those who retire. The uniform stipend for the Parking Enforcement officer shall be six hundred fifty dollars ($650.00) per year.

The City shall establish accounts for each bargaining unit employee in the amount set forth above at an authorized dealer for uniform items. Purchases by employees shall be debited from their accounts.

In addition to the above amount, employees who are permanently assigned to the position of detective/investigator shall be entitled to an annual payment of five hundred dollars ($500.00) payable in the same manner as uniform allowance.

Newly hired employees shall be provided an initial issue of uniform items set forth in Appendix A.

27.02 Items authorized to be purchased with the allowance shall be determined by the Chief and/or Safety Director. The City may maintain uniform standards and require replacement of uniform items which shall include long underwear and socks for the use with the police officer's uniform. The Chief or his/her designee shall have the authority to order when uniform items are to be replaced. Officers are responsible for periodic replacement.

27.03 The City shall pay one-half (½) of the replacement cost for uniform items for which the department mandates a change by a specific date. Uniform items changed by the department that are phased in through wear and tear replacements shall be paid by the employees' uniform allowance. The City will pay all initial issue uniform requirements.

27.04 During the calendar year in which an employee successfully completes his/her first anniversary date with the City, such employee shall receive in credit, one-twelfth (½) of the total annual uniform stipend for each full month remaining in that calendar year. Credit to such employee shall be made on the next payroll following the completion of the employee's first anniversary period uniform stipend credit, if another credit date remains in that calendar year.

27.05 The City shall maintain a list of eligible vendors from which uniforms may be purchased. Additional vendors may be added to the list at the suggestion of the union with the approval of the Chief.

27.06 The City shall repair/replace all uniform and equipment items .damaged or destroyed in the line of duty at the Employer's expense, in addition to the uniform allowance set forth in this Article. In the event an employee applies for reimbursement, he/she shall also apply for restitution through the Court when applicable.

27.07 Employees are required to notify the Chief, or Chief's Designee, of all returns or exchanges within fourteen (14) calendar days of the return or exchange.

ARTICLE XXVIII WAGE RATES

28.01 The hourly wage rates for calendar years 2015 - 2017 listed below, will be as follows:

Effective January 1, 2015 (2½%):

Sergeant:

LEVEL I	LEVEL II
$25.42	$26.34

Lieutenant:

$24.10	$26.23

Communications Supervisor:

$21.71

Effective January 1, 2016 (2¼%):

Sergeant:

LEVEL I	LEVEL II
$25.99	$26.94

Lieutenant:

$24.64	$26.82

Communications Supervisor:

$22.20

Effective January 1, 2017 (2%):

Sergeant:

LEVEL I	LEVEL II
$26.51	$27.47

Lieutenant:

$25.13	$27.36

Communications Supervisor:

$22.64

ARTICLE XXIX INJURY LEAVE

29.01 Each employee that is injured while in the course of his/her employment or performing his/her duties shall be entitled to injury leave. Such employee must be disabled to the extent that he/she cannot perform the material and substantial duties of his/her position.

29.02 The injury leave shall be for a period of six (6) months from the date the employee applies for disability leave. Applications for determination of eligibility must be submitted to the Director of Public Safety within twenty-one (21) days after incurring any such injury. Employees shall be entitled to the injury leave which injury leave shall not be set off against employee's sick leave. The injury must be documented on an accident report form within forty-eight (48) hours, approved by the Chief and a copy sent to the Safety Director. Signature of shift supervisor must be on the form and a list of any witnesses to the incident.

Employees shall be entitled to only one (1) period of injury leave per injury. Additional or aggravating conditions related to a prior injury for which an employee has taken injury leave shall not entitle an employee to another period of injury leave. Under extenuating circumstances, the parties may agree to extend injury leave beyond this period.

29.03 Employees who are injured while on duty shall file for the workers' compensation benefits according to the provisions of the Workers' Compensation law and regulations. Such filing shall include request for any available compensatory program designed to compensate the employee for wages lost during the period of disability. Prior to receiving injury leave benefits, the employee shall make all compensatory benefits under the workers' compensation program payable to the City.

29.04 Employees who remain unable to return to active work status following a six (6) month injury leave period shall be eligible, upon application to the Safety Director, to utilize accrued and unused sick leave to compensate the employee for the difference between the employee's base salary and any compensation programs or any other disability program for which he/she is or might be eligible.

29.05 Eligibility for such pay shall be initially determined by the Director of Public Safety. The Director of Public Safety, may, in addition to any factual demonstration he/she might require, designate a physician to examine such application so as to enable the Director of Public Safety to understand the nature, extent, and anticipated duration of the applicant's injury. For the purposes of implementing this Article "temporary or permanent" injury shall mean, "any injury whether producing incapacitation whether caused by external accidental means or accidental in character and result, received in the course of, and arising out of; the injured employee's employment". For purposes of implementing this Article, "in the course of and arising out of employment shall mean that there is to the rational mind, a causal connection between the risk or risks arising by

reason of the nature of the employment and the injury which injury must be the result of a risk of the employment. Determination of whether a claimant has suffered a qualifying injury or whether such injury was in the course of employment shall be determined solely by the Director of Public Safety. Claimants who have suffered permanent injuries which render them incapable of performing all of the essential functions of the position shall forthwith apply for disability retirement. If an applicant should retire or otherwise leave the employment of the City of Circleville, either voluntarily or involuntarily, during a period of eligibility for the within benefits, such employee's rights, benefits, if any, shall terminate.

ARTICLE XXX MEDICAL EXAMINATION

30.01 Examination of employees to determine their ability to perform the material and substantial duties of their position and assignment may be required of employees. Examinations may include psychiatric, psychological, physiological, and physical examinations. Examinations shall be required for employees when ordered by the Chief or Safety Director.

30.02 Examinations are intended to guard the health and safety of employees and will be ordered, as a precautionary measure, periodically to ensure the health of employees or when, in individual situations, the Chief or Safety Director have concern for an employee's ability to perform the material and substantial duties of his/her position. Individual examinations shall never be utilized to harass an employee and shall be ordered only if there is a cause to believe an employee can no longer perform the material and substantial duties of his/her position.

30.03 Refusal of an employee to submit to an examination will be considered as insubordination and shall be grounds for discipline which may include dismissal.

30.04 If an employee after examination is found to be unable to perform the material and substantial duties of his/her position, then the employee may utilize accumulated unused sick leave or other leave benefits (including but not limited to worker's compensation if eligible) and other insurance programs. Alternatively, the Chief may, at his/her sole discretion, require an employee to perform light duty if the employee is able to perform the light duties. If an employee refuses to go on a leave status or requests paid or unpaid leave, the Safety Director of Chief may place the employee on an unpaid leave or disability separation. Such action may only be appealed through the grievance procedure contained in this contract. The employee shall have the right to return to work following submission of satisfactory evidence of his/her ability to perform the material and substantial duties of his/her position and acceptance by the Chief and Safety Director. The right to reinstatement for a disability separation shall be consistent with law. This reinstatement period may be extended at the sole discretion of the Employer. If the employee does not return within that period he/she shall be deemed separated.

30.05 Any costs for examinations required by the City shall be paid by the City. Employees shall have the right to submit examinations reports from the employee's own physician to the Chief or Safety Director which would respond to the question of an employee's ability to perform the material and substantial duties of his/her position.

ARTICLE XXXI TRAINING

31.01 The City agrees to maintain, so long as economically feasible, a contract with a pistol rifle range for the purpose of providing officers the opportunity to maintain marksmanship standards.

31.02 In the interest of having the best trained Department possible, all patrol officers shall attend advanced training classes as prescribed by the Chief of Police. The Employer shall endeavor to provide at least sixteen (16) hours of advanced training through the Ohio Peace Officer Training Academy or other recognized training program every eighteen (18) months. All dispatchers shall be entitled to attend available training programs related to their field and the Employer shall make good faith efforts to see that each dispatcher attends at least one (1) advanced training class every eighteen (18) months. While attending training classes the bargaining unit member shall be entitled to all pay and benefits. Anyone so attending training classes shall be compensated at thirty-two cents ($0.32) per mile if a City vehicle is not provided.

In addition, the City shall provide and pay for an annual membership to the pistol-rifle range for each sworn employee.

For training classes which the employee is required to travel more than one hundred (100) miles round trip, employees shall not be entitled to any pay or reimbursement for travel if overnight accommodations are made available to the employee and the employee declines to accept overnight accommodations that are offered by the City. When an employee refuses overnight accommodations that are made available by the City, time spent traveling and reimbursement for mileage shall be paid only for the first and last days of the training session.

For training classes for which the employee is required to travel one hundred (100) miles or less round trip, employees shall be entitled to mileage each day of the training session, whether or not accommodations are made available. In an event where the training class is one hundred (100) miles or less round trip and the employee refuses overnight accommodations that are offered by the City, time spent traveling shall be paid only for the travel to training first and last travel from training the days of the training session. If no overnight accommodations are made available for travel to training sessions of one hundred (100) miles or less round trip, employees shall be entitled to pay for travel time on each day of the training session. Payment for travel time shall be in accordance with the Fair Labor Standards Act, except as set forth above.

ARTICLE XXXII LAYOFFS

33.01 The Employer may layoff bargaining unit members or abolish bargaining unit positions due to a lack of funds, lack of work or for purposes of reorganization to increase the efficiency of operations. The employer shall determine within which classification(s) layoffs will occur. Within each affected classification, employees shall be laid off in accordance with their seniority. Employee(s) with the least seniority will be laid off first.

33.02 In the event of a layoff or job abolishment, the affected employee(s) will have bumping rights within their respective classification. Upon a layoff, an affected employee may bump an employee with less seniority in the same classification. Employees who are bumped may exercise the same bumping rights 'with respect to less senior employees in the affected classification.

Affected employees will have five (5) calendar days to exercise their bumping rights.

33.03 Bargaining unit members who are laid off shall be placed on a recall list for a period of thirty-six (36) months. If a recall occurs, employees who remain on the recall list shall be recalled to their former position in the order of their layoff.

Notice of recall shall be sent to the employee by certified or registered mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice to the last mailing address provided by the employee. Employees shall be responsible for notifying the Employer, in writing, of any changes in their address.

The recalled employee shall have seven (7) calendar days following receipt of the recall notice to notify the Employer of his/her intention to return to work and shall have fourteen (14) calendar days following receipt of the recall notice in which to report for duty unless a different date for returning to work is otherwise specified in the notice. If the employee does not respond within seven (7) calendar days, the employee shall be deemed to waive his/her recall rights and will be removed from the recall list.

In the event of a layoff, employees in the classifications of lieutenants and sergeants may bump less senior employees in lower classifications. Employees in the classifications of lieutenants, sergeants and patrol officers who are qualified in the discretion of the Chief to serve *as* dispatchers may bump less senior dispatchers. Seniority shall be defined as length of service with the Department.

ARTICLE XXXIII MISCELLANEOUS

34.01 Deadly Force. Whenever an employee is involved in a deadly force incident as defined in O.R.C. Section 2901.01, the following provisions shall apply:

A. The employee shall receive five (5) paid working days off. An extension of paid time may be granted by the Chief or the Safety Director.

B. The employee shall continue to receive all benefits from the City.

C. The time off granted to the employee shall not be deducted from any other benefit of this agreement.

D. If the employee seeks counseling pursuant to this provision, the City will reimburse the employee any health insurance-related costs of the counseling.

34.02 Bulletin Boards. The OPBA will be allowed one (1) bulletin board for official OPBA notices.

34.03 Political Activity. Employees shall have the right to engage in political activities except as precluded under R.C. Section 124.57.

34.04 Outside Employment. Employees shall have the right to obtain private part-time employment, subject to the consent of the Chief. Consent shall only be withheld for reasonable cause. The Chief shall be notified in writing of any such employment. This provision shall not be construed to include special duty employment as a police officer.

34.05 Employees shall be entitled to trade shifts with another qualified employee with approval of the Police Chief. Employees must request approval for shift trades no more than ninety (90) and no less than three (3) days in advance of the first date for which the trade is requested to the Chief or his/her designee.

The shifts to be traded must both be within the same pay period. Approval of shift trades shall not be unreasonable denied.

Section 34.06 All supplemental paychecks to any bargaining unit member shall be paid in a separate check.

ARTICLE XXXIV LABOR/MANAGEMENT COMMITTEE

35.01 In the interest of sound labor/management relations, unless mutually agreed otherwise, twice each year on a mutually agreeable day and time, the Mayor and the Safety Director shall meet not more than two (2) representatives of the Union to discuss pending problems and to promote a more harmonious labor/management relationship.

35.02 An agenda will be furnished at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting. The purpose of such meeting shall be to:

A. Discuss the administration of this agreement;

B. Disseminate general information of interest to the parties;

C. To consider and discuss health, safety and training matters relating to employees;

D. To consider recommendations for changes from the Union in the standard operating procedure, rules and regulations;

E. Notify the Union of changes made by the City which may affect bargaining unit members;

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

G. To suggest improved means of performing current services;

H. To develop social and recreational activities, incentive plans, recognition awards and other methods to improve employee-employer relations.

35.03 It is further agreed that if special labor/management meetings have been requested, they shall be convened as soon as feasible.

ARTICLE XXXV PROFESSIONAL LIABILITY

36.01 The parties understand that employees, as agents of the Employer, are protected by the provisions of Revised Code Chapter 2744. The Employer is obligated under R.C. Chapter 2744 to defend employees acting within the scope of their employment against lawsuits and actions brought against employees by third parties. The parties recognize that the Employer is not required by this Agreement to provide employees with professional, outside liability insurance coverage.

ARTICLE XXXVI BEREAVEMENT LEAVE

37.01 In the event of a death of an employee's current spouse, child or step-child, the employee shall be compensated without deduction from any other benefit under this agreement for a maximum of five (5) consecutive calendar days, one (1) of which shall be the day of the funeral. In the event of a death of an employee's parent, a parent of a current spouse, brother, sister, grandparent, current spouse's grandparent, and grandchildren), the employee shall be compensated without deduction from any other benefit under this agreement for a maximum of (3) consecutive calendar days, one (1) of which shall be the day of the funeral.

37.02 Funeral leave of one (1) day may be granted in the case of the death of an employee's daughter-in-law, son-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, or nephew.

37.03 Funeral pay as provided above shall consist of pay for any regular scheduled hours of work up to eight (8) hours per day for the days the employee is excused. The rate of pay will be the straight time hourly rate of the employee.

37.04 Additional funeral leave may be granted at the discretion of the Chief. The City will allow one (1) additional day off for employees who travel more than five hundred (500) miles to attend a funeral which is covered by the funeral pay provisions of this article.

ARTICLE XXXVII SHIFT PREFERENCE

38.01 Bargaining unit members may bid on permanent shifts based on seniority within the employees' classification. Such requests shall not be unreasonably denied by the Chief. Employees may bid on shifts pursuant to this Article twelve (12) months after completing state mandated basic peace officer training or at the end of his/her probationary period.

Whenever a vacancy occurs on a shift, the bargaining unit member with the greatest seniority within his/her classification may bid on that shift. These requests shall not be unreasonably denied by the chief.

Written requests for shifts may be submitted to the Chief at any time. Such requests shall be reviewed and acted upon at least every six (6) months thereafter.

The Chief, in his/her discretion, may use rotating or alternate schedules for probationary employees and employees who are not permitted to bid pursuant to this Article.

ARTICLE XXXVIII DRUG AND ALCOHOL TESTING

39.01 Purpose. It is the City's policy to ensure that its employees are free from the effects of alcohol and/or illegal drugs at all times while on duty. The City's goal is to reduce accidents, injuries, and fatalities resulting from drug and alcohol abuse and to ensure that employees are drug free while serving the safety needs of the community.

39.02 Use of Alcohol and Controlled Substances Prohibited. No employee shall report for duty or remain on duty while having an alcohol concentration of two-hundredths (0.02) or greater. No employee shall report for duty or remain on duty when the employee uses any controlled substance, except when the use is prescribed by a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely perform his/her job duties. The employee shall provide the chief with the physician's report concerning such prescriptions.

39.03 Employees Tested. All employees may be subjected to drug and or alcohol testing conducted under any of the following conditions:

1. Reasonable suspicion of drug and/or alcohol use: Whenever the Chief of Police or other qualified supervisor has reasonable suspicion to believe that an employee is under the influence of alcohol or a controlled substance, the Chief or supervisor may require such employee to submit urine or other sample for alcohol and/or controlled substances testing. Reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee.

2. Random testing: Each year, fifty percent (50%) of the employees shall be subject to random alcohol and controlled substance testing. The selection of employees for random testing shall be made by a scientifically valid method provided by the City's drug-testing

facility. Under the selection process used, each employee shall have an equal chance of being tested each time selections are made.

3. Post-accident testing: As soon as practicable following an accident involving a City vehicle, the City shall test each involved employee for alcohol and controlled substances. Any employee who is subject to post-accident testing shall make himself/herself readily available for such testing or shall be deemed to have refused to submit to testing. If the test is not administered within eight (8) hours following the accident, the test shall not be administered and a written statement explaining why the test was not administered shall be submitted to the Police Chief.

4. Return to duty testing: The City shall ensure that, before an employee returns to duty after engaging in prohibited alcohol and/or controlled substance conduct, the employee undergoes a return to duty alcohol test with a result indicating an alcohol concentration of less than two-hundredths (0.02) and a verified negative result for controlled substance abuse.

5. Follow-up drug and or alcohol testing: Any employee who tests positive for the use of alcohol or controlled substances while on duty may be evaluated by a substance abuse professional. If, following an evaluation, the City directs the employee to undergo substance abuse counseling, such employee shall be subject to unannounced follow-up alcohol and/or controlled substances testing consisting of at least six (6) tests in the first twelve (12) months after the employee's return to duty.

Any employee may, of his/her own volition, voluntarily undergo a drug and/or alcohol screening test. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

39.04 Testing Requirements

All drug screening tests shall be conducted by medical laboratories meeting the standards of and certified by, the national institute of drug abuse, the national institutes of health and the department of health and human services. A list of two (2) testing laboratories shall be maintained by the Employer. These laboratories shall conduct any testing directed by the Employer.

The City shall afford applicants and employees the opportunity, prior to testing, to list all prescription and nonprescription drugs and controlled substances they have used and to explain the circumstances surrounding the use of such drugs and controlled substances. If an applicant or employee tests positive for the use of alcohol or controlled substances, the City, prior to taking any action, will permit the applicant or employee the opportunity to explain, in writing the tests results. Failure of any applicant or employee to establish an adequate legal basis for the use of such drug or controlled substance shall constitute a violation of this policy.

No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test or its 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 in accordance with the laboratory's testing procedures. All laboratory procedures shall be outlined in writing and shall be followed in all situations arising under this policy. Copies of the procedures used shall be distributed to employees upon testing and/or upon request.

Any employee who is notified of selection for drug or alcohol testing shall be relieved of any job responsibilities as soon as possible and shall proceed to the designated test site immediately. A selected employee shall not make any stops from the time of notification until reaching the designated test site. Failure to proceed immediately to the drug testing site may be considered a refusal to test.

The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test results are 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 to the City. Refusal to submit to the testing provided for under this agreement may be grounds for discipline up to and including termination.

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 shall be at the employee's expense.

39.05 Refusal to Test. Refusal to submit to the types of drug and alcohol tests employed by the City will be grounds for disciplinary action, up to an including termination. A refusal to test constitutes conduct which would obstruct the proper administration of a test. The following is a list of some, but not all, of the actions an employee may take which will be considered a refusal to test:

A. Refusal to sign the form releasing test results to the City;

B. A non-medical delay in providing a urine, breath or saliva specimen;

C. Failure to report directly to the testing facility upon notification;

D. The use of any product to invalidate the test results.

39.06 Confirmatory Tests.

A. If a drug screening test is positive, a confirmatory test shall be conducted in the manner prescribed in the laboratory's procedures.

B. In the event the second test confirms the results of the first test, the Employer may proceed with appropriate discipline.

C. In the event that the second test contradicts the result of the first test, the Employer may request a third test in accordance with the procedures prescribed above. The Employer

shall pay for the cost of this test. The results of this test, if positive, shall allow the Employer to proceed with discipline as set forth in this article. If the results of the third test are negative, discipline shall not be imposed.

39.07 Discipline. The Employer may place the employee on administrative leave with 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.

If the testing required above has produced a positive result, the Employer may take disciplinary action in accordance with the provisions of Article 18 and/or may require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. An employee who participates 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. Family medical leave may be used if available and appropriate.

Upon completion of such program, and upon receiving results from a return to duty test demonstrating that the employee is no longer abusing a controlled substance, the employee will be returned to his/her former position. Such employee may be subject to periodic re-testing upon his/her return to his/her position for a period of one (1) year from the date of his/her return to work. Any employee in a rehabilitation or detoxification program in accordance with this article will not lose any seniority or benefits, except in those cases where the employee is placed on leave of absence without pay. Employees eligible to utilize family medical leave and are in an unpaid status will still be eligible for health care benefits in accordance with the division FMLA policy.
If the employee refuses to undergo rehabilitation or detoxification, or if the employee tests positive during a follow-up testing within one (1) year after his/her return to work from such a program, the employee shall be subject to disciplinary action up to and including termination.

39.08 Confidentiality. Test results will, as a general rule, remain confidential. However, the City may use test result information in connection with City business, for purposes of employment or disciplinary actions and in defense of related litigation. The City may also disclose test results when required by government agencies or in accordance with state and federal law.

ARTICLE XXIX MILITARY LEAVE

40.01 The Employer shall comply with applicable state and federal law concerning military leave.

40.02 Employees shall present their orders for military leave to the shift commander immediately upon receiving such orders.

ARTICLE XL DURATION

41.01 This Agreement shall be effective at 12:01 A.M., January 1, 2015 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December, 31, 2017.

ARTICLE XLI GYM MEMBERSHIP

42.01 The City of Circleville agrees to pay the membership costs of a YMCA membership, or the membership to any other fitness facility of the employee's choice, not to exceed one hundred fifty dollars ($150.00) annually. The employee may be required to provide proof of membership and/or an invoice and/or establish direct payment to the fitness facility so that the City may pay the fitness facility directly.

ARTICLE XLII EXECUTION

42.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 12th day of March, 2015.

FOR THE CITY OF CIRCLEVILLE: **FOR THE OPBA:**