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AN AGREEMENT BETWEEN

THE CITY OF BELLEFONTAINE

AND

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

EFFECTIVE: JANUARY 1, 2015

EXPIRATION: DECEMBER 31, 2017

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APPENDIX A - Section 155.07, Codified Ordinance of the City of Bellefontaine

ARTICLE 1
PREAMBLE

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

ARTICLE 2
PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purpose, among others, the following: (1) To recognize the legitimate interests of the employee of the Employer to participate through collective bargaining in the determination of the wages, hours, 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 Bellefontaine, 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 discussions and/or the grievance procedure.

ARTICLE 3
RECOGNITION

3.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment for all full-time employees occupying the positions listed, excluding all part-time seasonal, temporary and probationary employees. All other employees of the Employer are excluded from the bargaining unit.

The Bargaining Units shall include the following:

Bargaining Unit 1 - All Police Officers (SERB Case No. 01-REP-09-0228).
Bargaining Unit 2 – All Police Sergeants (SERB Case No. 01-REP-09-0229).
Bargaining Unit 3 – All Radio Dispatchers (SERB Case No. 01-REP-09-0230).

Positions excluded from the above-described Bargaining Units shall include confidential Employees, any other classification/position excluded by O.R.C. 4117, and any other classification/position not specifically included.

3.02 For the purpose of this Article, the following terms shall be defined as follows:

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

ARTICLE 4
DUES DEDUCTIONS

4.01 During the term of this Agreement, the Employer shall deduct regular monthly Union dues from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions. The dues deductions shall be made from each paycheck of each month. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make no deduction from the paycheck.

4.02 The Employer agrees to supply the Union with a list of those employees for whom dues deductions have been made.

4.03 A check in the amount of the total dues withheld from those employees authorizing a dues deduction, shall be tendered to the Ohio Patrolmen's Benevolent Association, within thirty (30) days from the date of making said deductions.

4.04 The Union 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 and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

4.05 Any employee who is a dues paying member of the Union on the effective date of this Agreement or who authorizes dues deduction during its term shall continue to pay by mandatory payroll deduction the periodic dues and assessments uniformly required as a condition of acquiring or retaining Union membership, except that a Union member may revoke his dues deduction within thirty (30) days before the expiration date of this Agreement.

ARTICLE 5
MANAGEMENT RIGHTS

5.01 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 transfer and/or consolidate work processes and facilities;
12) establish, expand, transfer and/or consolidate work processes and facilities; transfer or subcontract work; consolidate, merge or otherwise transfer any or all of its facilities, property, processes or work with or to any municipality or entity or effect or change in any respect the legal status, management or responsibility or such property, facilities, processes or work; and terminate or eliminate all or part of its work or facilities upon consultation with the union.

5.02 In addition, 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.

ARTICLE 6
NO STRIKE

6.01 The Union 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 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 Union shall cooperate at all times with the Employer in the continuation of its operation and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all 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 Union and order all employees to return to work immediately.

6.03 It is further agreed that any violation of the above will be grounds for disciplinary action as determined solely by the Employer. The Employer agrees that it will not lock-out any employees during the term of this Agreement.

ARTICLE 7
NON-DISCRIMINATION

7.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age, sex, handicap or physical disability as protected by law.

ARTICLE 8
PROBATIONARY PERIOD

8.01 All original appointments in the Police Department as patrol officer shall be for a probationary period of one (1) year after completion of basic training. Dispatchers shall also serve a probationary period of one (1) year. No appointment or promotion will be final until the probationary period has been satisfactorily completed by the probationary appointee. The probationary period may be extended upon mutual agreement of the employee, the Union and the Employer.

8.02 Newly hired probationary employees shall not be eligible for any fringe benefits provided by the Employer until he has satisfactorily completed ninety (90) days of his probationary period, except that a newly hired probationary employee may have health insurance premiums deducted from his pay upon written request. Sick and injury leaves, however, shall upon the satisfactory completion of this ninety (90) day period, be granted retroactively to the employee's date of hire.

8.03 If a newly hired employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and shall be subject to the provisions of paragraphs 8.01 and 8.02, above.

8.04 Any bargaining unit member who is promoted to a new position shall serve a probationary period of nine (9) months.

8.05 A newly hired probationary employee may be terminated or disciplined at any time during his probationary period. Such disciplinary action may not be appealed to the grievance and arbitration procedure. A promoted employee may be demoted at any time during his probationary period. Such disciplinary action may not be appealed to the grievance and arbitration procedure or the Bellefontaine Civil Service Commission. A probationary period employee may not appeal any disciplinary action.

ARTICLE 9
UNION REPRESENTATION

9.01 The Employer shall allow the professional staff representative of the Union or its representatives the right to visit employees during working hours for the purpose of administering this Agreement, provided that the following conditions are met:

a) Not more than one (1) Union representative shall be on the premises at the same time, unless otherwise agreed;

b) The staff representative shall advise the Department Head, (or the Service Safety Director, if the Department head is unavailable), in advance of such visitation and secure approval prior to contacting any employee;

c) Such visitation shall not interrupt the orderly process of the employee's work;

d) Such visitation shall not interrupt the orderly process of any other work being performed by any other employee;

e) Such visitation shall be necessary due to the inability of being able to conduct the visit during non-working hours due to the nature of the problem causing the visit, except as provided by the Grievance Procedure.

ARTICLE 10
DISCIPLINARY PROCEDURES

10.01 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 shall be arranged. This conference shall be scheduled not earlier than forty-eight (48) hours after the time the employee is notified of the discipline and the predisciplinary conference. The employee 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. When the nature of the offense is such that immediate disciplinary action is required, the Employer is not prohibited by the terms of this provision from placing the employee on administrative leave with pay pending formal disciplinary action. Additionally, the employer may have additional personnel present at the disciplinary conference.

10.02 Discipline shall take into account the nature of the violation, the employee's record of performance and conduct, and the severity of the incident as well as past disciplinary actions and all other appropriate considerations for disciplinary action.

10.03 After the predisciplinary conference, the employee shall be notified in writing of the disciplinary action, the reasons and the effective date of such disciplinary action. An employee may appeal, in writing, disciplinary action (such as suspensions) to the grievance and arbitration procedure, set forth in this Agreement, within five (5) days of notification. The pre-disciplinary conference shall be in lieu of the hearing required pursuant to Ohio Revised Code §737.12.

10.04 Disciplinary action may consist of the following:

a) Verbal reprimand (documented with notation in file);
b) Written reprimand
c) Suspension without pay;
d) Demotion/reduction; and
e) Termination

10.05 For suspensions, any disciplined employee may request that any accrued leave be substituted for all or a portion of the suspension period. Upon such request, the Chief shall review the matter and provide his recommendation to the Safety Service Director. Upon approval of the Chief and concurrence of the Safety Service Director, a substitution of such time may be permitted.

10.06 Employees receiving verbal or written reprimands may avail themselves of the grievance procedure up to and including Step 3 but may not proceed to arbitration. All other disciplinary

action may be appealed to the grievance procedure, including arbitration. No disciplinary action may be appealed to the Bellefontaine Civil Service Commission.

10.07 The written notification of disciplinary action or written notification of the disposition of an investigation shall occur within:

a) thirty (30) calendar days after the completion of the investigation of the matter, or

b) within ninety (90) days after the incident at issue first comes to the attention of police officials above the rank of sergeant, whichever is earlier.

In the event that the police Chief determines that additional time is necessary to complete the investigation, the Chief may extend the time frame established in "b)", above, by an additional ninety (90) days. The time frames established herein are not applicable to investigations of criminal misconduct or to those investigations that lead to a determination to pursue an investigation of potential criminal misconduct.

ARTICLE 11
NEGOTIATIONS

11.01 Negotiations over any successor to this Agreement or any amendment to this Agreement shall normally be conducted during the employee's off-duty time. In the event the Employer, due to its administrative convenience, schedules a negotiating session during a committee member's workday, such employee(s) shall be released from work to attend the session with no loss in pay or benefits.

ARTICLE 12
USE OF EMPLOYER'S PROPERTY

12.01 The Union shall be allowed to use the Employer's property for meetings on the same basis as other community organizations, providing that such meetings are conducted on the employee's off-duty time and do not interfere with the Employer's business. Such use must be requested by the Union and approved in advance by the Employer.

ARTICLE 13
LABOR-MANAGEMENT COMMITTEE

13.01 A Labor-Management Committee shall be created and shall consist of not more than three (3) Union members, along with a Staff Representative, if any, which shall meet with the Service-Safety Director and Chief upon the request of either the bargaining unit representative or the employer. Should meetings be scheduled during the employees' workday, the employees shall be paid while attending such meetings.

ARTICLE 14
LAYOFF AND RECALL

14.01 The Employer may lay off 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. Seniority for the purposes of this Section shall be defined as total, full-time service within the Bellefontaine Police Department.

14.02 In the event of a layoff or job abolishment, the affected employee(s) will have bumping rights within their respective department. Upon a layoff, an affected employee may bump an employee with the least seniority in the same department for which he qualifies. 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.

14.03 Bargaining unit members who are laid off shall be placed on a recall list for a period of eighteen (18) months. If a recall occurs, employees who remain on the recall list shall be recalled to their former position in the inverse 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 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 the seven (7) calendar days, the employee shall be deemed to waive his recall rights and will be removed from the recall list.

ARTICLE 15
RESIDENCY

15.01 Employee residency requirements have been established by the City and are set forth in Section 155.07 of the Codified Ordinance of the City, and any subsequent revisions, a copy of which is included in the Appendix hereto as Appendix A. The provisions of Section 155.07 shall be applicable to those employees covered by this Agreement.

ARTICLE 16
PERSONNEL FILES

16.01 Employees shall be allowed to examine their personnel file(s) upon submitting a written request to the Service-Safety Director or his Department Head, as appropriate.

16.02 The time for reviewing the file shall be determined by the Service-Safety Director or Department Head, as appropriate, except that the time shall be during regular office hours. The Service-Safety Director or Department Head, or their designee shall be present during the review.

16.03 Employees shall be allowed to submit written explanations or rebuttals to any inaccuracies in documents contained in the file. Such explanations or rebuttals shall be attached to the document called into question and remain in file with such questioned document.

16.04 Should any contents of any employee's personnel file be the subject of a grievance, the Union with the employee's presence and approval, shall be granted access to those documents in question and have the right to photocopies of such documents at the prevailing charge per copy.

16.05 In the event the Service-Safety Director deems questioned documents to be inaccurate, he shall remove such documents or the inaccurate portions thereof.

16.06 All action of record will be maintained in each member's personnel file throughout his period of employment, with the exception that any records of documented warnings will be removed from the file, upon the request of the member, two (2) years after such action was taken, provided no further corrective action of the same or similar nature has occurred.

All action of record will be maintained in each member's personnel file throughout his period of employment, with the exception that any records of written reprimands will be removed from the file, upon the request of the member, two (2) years after such action was taken, provided no further corrective action has occurred.

Suspensions and reductions shall be removed from the file, upon the member's request, three (3) years after such action was taken, provided that no further corrective action of the same or similar nature has occurred and further provided that the Employer can show no compelling need to retain such records beyond this time limit.

Records expunged from a personnel file shall be maintained in a sealed file. Expunged records, maintained in a sealed file, may only be accessed by the Employer in response to a lawful request by a third party, but shall not be utilized for any other purpose including discipline, promotions or assignments.

16.07 On any disciplinary action, complaint or allegation made against any employee which is to be inserted in the employee's personnel file, the employee will be notified in writing and given the opportunity to view the complaint(s) and/or allegation(s). The Service-Safety Director is to be notified of any disciplinary actions, complaints or allegations to be inserted in any personnel file, and copies of same are to be given to the Service-Safety Director. All personnel

files maintained by the Employer must contain the same material where any disciplinary actions are concerned.

The parties recognize that O.R.C. §149.43 applies to all personnel files.

16.08 The City shall notify the affected employee(s) if a request is made to review his or her personnel file.

ARTICLE 17
DRUG TESTING

Section 17.01 The Union and the City agree that the health, safety and well being of all employees requires compliance with the City's Alcohol and Drug Testing Policy. Each employee shall be issued a copy of this policy. In addition, a copy shall be placed in the employee's resource manual.

ARTICLE 18
VACANCIES AND JOB POSTINGS

18.01 The parties agree that all appointments to positions covered by this Agreement and positions in the next higher rank above Sergeant with the exception of Dispatchers shall be filled in accordance with this Section. This Section specifically covers appointments to the rank of Sergeant. All other positions other than those specified by this Section shall be filled by the Employer with the procedure the Employer determines. Employees must serve at least five (5) years in the rank of Police Officer to be eligible for promotion to Sergeant. Employees must serve at least one (1) year in the rank of Sergeant to be eligible for promotion to the next higher rank in the Police Department.

18.02 Whenever the Employer determines that a permanent vacancy exists, a notice of such vacancy shall be posted on the bulletin boards for fourteen (14) calendar days. During the posting period, any qualified employee wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting period or received from applicants who do not meet the minimum qualifications for the job. Employees may submit a bid on behalf of other employees in their absence.

The Employer shall determine the method for testing or review of applicants for vacant positions. The Employer shall determine the methods for examinations which shall be used to select candidates for promotional positions subject to this Section. The method of testing shall be posted with the notice of vacancy.

Testing shall include a written and may include structured oral examinations. Testing may be administered by a qualified assessment center. If the City utilizes an assessment center in the administration of an examination, the Union and employees will be notified in the notice of the examination of such. Notices of examinations shall include a listing of the portions/sections of the examination and any applicable study materials.

All applicants must achieve a passing score of seventy percent (70%) on the written portion of the examination to be eligible for the remaining portions of the evaluation process and consideration for promotion. Scoring shall be as follows:

Written Examination – Maximum Possible 50 Points
The written examination shall be scored on the basis of 100 points and 50% of the score obtained shall comprise this component of the candidate's total score.

Assessment Center – Maximum Possible 50 Points
The assessment center examination shall be scored on the basis of 100 points and 50% of the score obtained shall comprise this component of the candidate's total score.

Administrative Review – Maximum Possible 5 Points
The administrative review shall be scored on the basis of 5 points. Points obtained will be added to the candidate's total score.

Seniority – Maximum Possible 10 Points
One (1) point for each of the first four (4) years of service as a Bellefontaine Police Officer; plus six-tenths (0.6) of a point for each of the next ten years of service as a Bellefontaine Police Officer will be added to the candidate's total score. Reinstated employees will have their total period of service as sworn Bellefontaine Police Officers to determine the computation of seniority points. The date the Civil Service examination is administered to the first candidate competing in the process shall be the cut-off date for seniority point calculations, and all seniority points must be earned through actual service with the City of Bellefontaine preceding that date.

Performance Ratings – Maximum Possible 5 Points
The overall rating for all Performance Evaluations within the last three years preceding the date the first part of the promotional exam is administered to the first candidate competing in the process shall be averaged to calculate an employee's performance credit. Credit for performance ratings shall be computed by taking the numeric rating total of each evaluation (computed by dividing the sum of the individual ratings by the number of individual ratings) divided by the number of evaluations. Individual ratings of "performance below employer's standards" or "unacceptable performance" shall receive 0 credit toward the sum for these computations.

Total Possible Score – 120 Points
A total score of 80 points is required to be placed on the eligibility list.

18.03 The provider will make available to the City, the Union, and the candidates a list of all persons taking the examination, ranking them in order from the highest to lowest. The City shall appoint the highest-listed person to the vacant position. Should that person refuse or be no longer eligible (through retirement, disability, etc.). The next highest shall be appointed, and so on.

18.04 Nothing in this Section shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis. Such temporary assignments shall not exceed one hundred eighty (180) days.

ARTICLE 19
WORKDAY AND WORKWEEK

19.01 The normal workweek for regular full-time employees within the Police Department shall be forty (40) hours of work in five (5) consecutive eight (8) hour days during the pay period starting at 12:01 a.m., Sunday, and ending at midnight Saturday, except where different hours are required to meet operational requirements of the Employer. The Employer may utilize a work week of four (4) ten (10) hour days for full-time Dispatchers and Police Officers.

19.02 Nothing contained in this Article shall be construed as a guarantee of hours of work per day or per week, with the Employer retaining the right to establish and/or change employees' hours of work per day or per week as operational needs and other conditions require.

19.03 The Chief of Police shall be responsible for shift assignments. Each non-probationary employee may submit his first, second and third preference of shift, semi-annually. After taking into account the balance of experience on the shifts, job performance, knowledge and skills, special training and expertise, seniority and other factors reflecting the operational needs of the department and the community, the Chief shall make reasonable efforts to assign employees to shifts requested by the employees.

The discretion of the Chief of Police in assigning shifts under this section must be reasonable and may not be exercised in an arbitrary and/or capricious manner. Employees objecting to their assignments must demonstrate that the Chief acted in an unreasonable manner.

Employees who are required to change shifts or have their hours of work per day or per week modified, shall be given a minimum of thirty (30) calendar days advance notice of such changes, except in cases of emergency or unusual circumstances that necessitate such changes. Such changes shall not be utilized to avoid payment of normally required overtime on a short-term basis. Sergeants required to change shifts to fill in for a Sergeant or Assistant Chief shall be given a seven (7) calendar day advance notice of such shift change, except in cases of emergency.

In addition, the assignment of regularly scheduled days off shall be by seniority unless operational needs of the department reasonably dictate otherwise.

19.04 Upon advance request employees shall be allowed to trade duty hours, providing they receive advance approval from their Chief. Hours worked by the substituting employee shall not be included for purposes of calculating hours worked for purposes of computing overtime.

19.05 Canine Handler Compensation The Employer recognizes that dog handlers spend working time caring for the dogs. Compensable time for dog care includes feeding, grooming, training, exercising, cleaning the cruiser of dog hair and other substances and transportation for veterinary care. The Employer recognizes that some of the above compensable time is performed after hours in an overtime work status.

Dog handlers may accumulate compensatory time as set forth in the Collective Bargaining Agreement ("CBA"). Compensatory time in excess of the amount set forth in the CBA shall be

paid out as cash overtime. Dog handlers will be permitted to use accrued compensatory time off within a reasonable period after making the request.

Dog handlers shall receive eight hours of compensatory time each pay period that they have the care and custody of the dog. Dog handlers who board the dog, or who otherwise transfer custody of the dog for one day or more during the two week pay period shall receive compensatory time on a pro-rated basis for the care of the dog.

Dog handlers who board the dog for one or more days must obtain prior approval before boarding the dog. When prior approval is obtained, the Employer shall be responsible for all boarding costs. In the case of an emergency, prior approval for boarding may be waived at the discretion of the Chief as long as approval is sought as soon as possible after the emergency situation arises.

Dog handlers on a leave status of one day or more which is not considered time worked in accordance with the CBA shall accrue compensatory time for the care and custody of the dog during that period on a pro-rated basis.

ARTICLE 20
WORK RULES AND REGULATIONS

20.01 It is hereby agreed and understood that the Employer has the power and authority to promulgate work rules, regulations and policies not inconsistent with this Agreement. Such work rules, regulations and policies shall be reduced to writing and made available to affected employees fourteen (14) days in advance.

20.02 The Employer agrees that such rules, regulations and policies shall be administered in a non-discriminatory manner in relation to their effect on the workforce.

20.03 The Union shall have the right to meet with the Employer to discuss any objections it has with any newly promulgated work rules. Should the Department Head schedule the meeting during the work hours, employees who are authorized to attend the meeting shall suffer no loss in pay.

ARTICLE 21
SICK LEAVE AND INJURY LEAVE

21.01 Each employee shall be entitled to accumulate sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours of work.

21.02 Employees may use sick leave, upon approval of the employee's Department Head, for absence due to personal illness or illness or injury of an immediate family member which shall be construed to apply only to a spouse, child, mother, father, sister, brother, mother-in-law, and father-in-law. This illness shall be of a severe nature such as one that would require immediate attention or hospitalization of the family member or one that would involve special attention for that matter.

21.03 Unused sick leave may be accumulated without limit. The City has adopted an Employee Leave Donation Program. That program as it currently exists or as it may be amended from time to time by the City shall be available to the employees covered by this Agreement. The continuation of the donation program and/or any of its terms and conditions or procedures shall be determined exclusively by the City and shall be applicable to all employees of the City.

21.04 When sick leave is used, it shall be deducted from the employee's credit on the basis of one (1) hour for every hour of absence from work. Employees shall not use sick leave to cover tardiness. After five (5) uses (occurrences) of sick leave in any consecutive six (6) month period, the next sick leave use(s) shall be without pay for eight (8) hours of use. That is, the next incident of sick leave use for eight (8) hours use after five (5) occurrences in any six (6) month period will be without pay. For purposes of this Section, use or occurrences shall not include scheduled medical appointments when the employee has notified his supervisor prior to the requested use and/or approved Family Medical Leave Act utilization, or bereavement leave under 33.03.

If a doctor certifies that two mark-offs are the result of the same illness, that will count as one occurrence.

21.05 Previously accumulated sick leave of an employee who has been separated from employment with the Employer shall be placed to his credit upon his re-employment with the Employer, provided that his re-employment takes place within ten (10) years of the anniversary of his termination of employment.

21.06 The employee shall furnish a satisfactory written, signed statement to justify the use of sick leave.

21.07 An employee will submit a physician's authorization to return to work for any instance of hospitalization prior to his/her return to duty. Additionally, such a statement from a licensed physician shall be required for any employee who has been granted sick leave for more than six separate occurrences as set forth in section 21.04 within a calendar year. The Employer may require the employee to submit a physician's statement attesting to the legitimacy of sick leave utilization in those instances the Employer has reason to suspect the abuse of sick leave. Such suspicion may be based upon, but is not in any way limited by, an observable pattern of sick leave utilization, observed employee activities during sick leave or reliable reports of employee activity during sick leave use. The Employer shall have the right to require any employee absent on sick leave to take a physical exam given by a physician appointed and paid for by the Employer to attest to the validity of the employee's claim for sick leave or that the employee is capable of returning to work. Prior to any such examination, the Employer will provide the physician whom it appoints forms necessary to ensure the timely return of the employee to duty should the physician determine a return to work is appropriate. In addition, the Employer will provide the appointed physician with a current job description adequately detailing the essential functions of the employee's actual position. Finally, any release of medical records will only permit the appointed physician or someone affiliated with his or her practice to obtain and/or review the medical records released by the employee. Any such release shall be narrowly tailored to the medical condition(s) specifically relevant to the employee's fitness for duty. In the event the Employer physician's opinion is contrary to the opinion of the employee's physician, a third physician satisfactory to both physicians shall be consulted whose opinion

shall be final. The fees of the third physician, as to mode of payment, shall be agreed upon prior to such physician's selection. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action or dismissal.

21.08 No sick leave may be granted to an employee upon or after his retirement or termination of employment.

21.09 An employee may elect, at the time of his retirement from active service with the Employer and with ten (10) or more years of employment with the Employer, to be paid in cash for one-third (1/3) of the value of his accrued but unused sick leave credit. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee, and the maximum payment shall not exceed pay for forty (40) days. In the event of death, benefits provided for by this section shall be paid to the administrator of the estate of any employee who dies while employed by the City. Such benefit shall be of the total accumulated value of unused leave without adjustment.

21.10 In the event of work-related injuries or illness, including infectious hepatitis incurred in the course of and arising out of employment, the Employer will pay the affected employee, if approved, while off, the difference between the Workers' Compensation allowance and the employee's regular pay for the first forty-five (45) calendar days following the injury without any loss of accumulated sick leave. Such leave must be taken within 45 days of the date on which the employee suffered the injury. Such leave shall be granted pursuant to the employee's doctor's initial diagnosis certification. This doctor's diagnosis certification must be provided to the Employer in written form and include the doctor's estimated date of return to work and the relationship of the injury to the employee's work duties. Diagnosis and certification demanded by the Employer thereafter shall be paid for by the Employer. A committee consisting of the Mayor, Service-Safety Director and a member of the Labor-Management Committee shall rule on the permissibility of the injury leave application within thirty (30) days of the request. In order to be eligible under this provision, employees who are injured while on duty shall file for workers' compensation in accordance with applicable law and regulations. Such filing shall include requests for any available temporary total compensation designed to compensate workers for lost wages. Copies of all filing shall be submitted to the City. As a condition to receiving the difference in compensation the employee must submit all documentation regarding temporary total compensation to the City to which the employee is entitled under Workers' Compensation, from the Bureau of Workers' Compensation. In any instance of double payment by both the Employer and the Bureau of Workers' Compensation for the same day or days, the employee shall provide full reimbursement of all monies received from Workers' Comp to the Employer in a prompt manner.

At the end of the first forty-five (45) calendar days following the injury, an additional ninety (90) calendar days injury leave may be granted. In order to be eligible for this additional leave, employees must first exhaust his accrued, but unused sick leave, vacation, personal days, holidays and comp time. The ninety (90) day additional injury leave shall not be available in the event the employee receives a check from Workers' Comp for temporary total compensation. The City's responsibility ceases the day the Workers' Comp benefits start. If the Employer receives Workers' Comp funds for time the employee used vacation leave, personal days, holidays, comp time or sick leave, the employee's accrual will be reimbursed at a rate

corresponding to the employee's regular hourly rate of pay. Reimbursement of used vacation, personal days, holidays, comp time and sick leave shall be made in an order determined by the affected employee.

21.11 The Employee shall present the physician with the Work restriction form and the Transitional Work Prescription Form to insure an effort to return the employee to work as soon as possible. Restricted duty limits are to be set by the physician and may, by way of instruction, include such duties as staff assistance, clerical, communications or other duties as determined by the Chief of Police.

21.12 The Employer shall be immediately responsible for the payment of medical bills or drug prescriptions for employee incurred, work-related injuries or illness not already covered by the hospitalization insurance policy. Any employee so affected will, upon receipt of payment from the Bureau of Workers' Compensation, reimburse the Employer for expenses paid.

21.13 The Employer will grant one (1) bonus day for every consecutive ninety (90) calendar days that sick time is not used. The ninety (90) days will restart after each sick day is used. All full-time employees of the Police Department will receive pay at their regular hourly rate in lieu of time off for each bonus day earned. Bonus day pay will be paid with the next pay period compensation following the pay period in which the bonus is submitted on the payroll time sheets.

ARTICLE 22
HOLIDAYS

22.01 All full-time employees of the Police Department normally scheduled to work a forty (40) hour work-week shall be paid for the following holidays each year and shall not be required to work on such holidays unless they are assigned to work during a shift on that date or, in the opinion of the employee's Department Head, the employee is required to work due to the operational needs of the Employer:

New Year's Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Presidents' Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
1/2 Day before Christmas
Christmas Day

Any other day so designated by an act of the President of the United States or the Governor of Ohio. In addition, all fulltime employees of the Police Department shall receive such additional days off as the employer determines to provide Citywide to all other City employees. Such additional days or time shall be upon such terms and conditions as the City may, from time to time, establish.

Such employees assigned to shift work shall be compensated under this Section by receiving eight (8) hours compensatory time per holiday. Holiday pay shall be credited to shifts beginning work at 2200 or 2300 hours on the day before the holiday occurs and not necessarily the date on which it is observed.

22.02 Employees working forty (40) hours per week and not assigned to shift work shall observe holidays falling on Saturday on the preceding Friday and holidays falling on Sunday on the following Monday. An employee who is required to work a holiday under 22.01, shall work that holiday at their normal overtime rate of pay instead of regular pay in addition to any compensatory time provided for in 22.01. For the purpose of this Section, overtime pay will be for the calendar day that the holiday falls on, not necessarily the date that it is observed.

22.03 An employee of the Police Department who is not scheduled to work but is called into work on Christmas or Thanksgiving shall work that holiday at double the amount of their regular pay in addition to any compensatory time provided for in 22.01.

22.04 Employees working forty (40) hours per week shall be entitled to three (3) personal leave days with pay each year. Employees shall be allowed to take personal leave days upon eight (8) hours' notice to the person in charge with the following limitations: (Persons in charge may grant personal leave with less than eight (8) hours' notice where feasible.)

1. The in charge person must approve the request verbally.
2. Only one person may be on a "personal leave" day on any one shift at any one time.
3. A "personal leave" day may not be taken on any holiday designated in Section 22.01 of this Agreement if it creates overtime.

The creation of overtime shall not be grounds for denying a request for a "personal leave" day except as provided in number three (3) above. The Employer shall have the right to refuse the use of such day due to the operational need of the Employer.

22.05 Police Department employees shall have the ability of being able to request payment of a maximum of seven and one half (7-1/2) day's pay in lieu of nine and one half (9-1/2) days of compensatory time. All affected employees must elect to take either the compensatory time or cash payment by March 1st of each year. Employees electing cash payment shall be paid such cash on the first paycheck in December. Employees electing to take cash will be permitted to do so providing no holidays have been taken prior to March 15.

22.06 Utilization of compensatory time will not be denied unless its use unduly disrupts the operation of the Department. Prior to utilizing any of the compensatory time provided under this Article, employees must request and receive advance approval from the Department Head or his designee. Once approved by the Chief or his designee, compensatory time may only be canceled in the event of an emergency or other serious operational need to be determined by the Chief or his designee. It is understood and agreed that resulting overtime is not, standing alone, a basis for denying or canceling compensatory time use.

22.07 In the event of new hires or if an employee quits or has his employment terminated in any way, the benefits of this article shall be pro-rated according to the portion of the year worked by the employee.

ARTICLE 23
VACATIONS

23.01 All full-time employees shall have earned and will be due upon the attainment of the first year of employment, forty (40) hours of vacation, and annually thereafter, eighty (80) hours of vacation leave with pay for years two (2) through four (4). Such vacation shall accrue at the rate of three and one-tenth (3.1) hours each bi-weekly pay period.

23.02 All full-time employees shall have earned and will be due upon the attainment of the fifth year of employment, one hundred twenty (120) hours of vacation leave with pay for years five (5) through ten (10). Such vacation shall accrue at the rate of four and six-tenths (4.6) hours each bi-weekly pay period.

23.03 All full-time employees shall have earned and will be due upon the attainment of the eleventh year of employment, one hundred sixty (160) hours of vacation leave with pay for years eleven (11) through sixteen (16). Such vacation shall accrue at the rate of six and two-tenths (6.2) hours each bi-weekly pay period.

23.04 All full-time employees shall have earned and will be due upon the attainment of the seventeenth year of employment, two hundred (200) hour of vacation leave with pay for years seventeen (17) through twenty-two (22). Such vacation shall accrue at the rate of seven and seven-tenths (7.7) hours each bi-weekly pay period.

23.05 One (1) year of service shall be computed on the basis of twenty-six (26) bi-weekly pay periods.

23.06 Employees may not accrue vacation leave exceeding three (3) years of such leave. Employees who have vacation leave in excess of three (3) years accrual shall be paid for such excess at their current rate of pay. Upon payment, all vacation leave in excess of three (3) years accrual shall be deleted. The three (3) years accrual of vacation shall be calculated using the employees' anniversary date.

23.07 Vacations shall normally be taken in weekly segments, except that employees may utilize one (1) week of vacation time in segments of one (1) day or more. Employees who receive three (3) or more weeks of vacation each year may utilize two (2) weeks of vacation time in segments of one (1) day or more.

23.08 Vacation preference requests shall be granted by Department Heads in accordance with seniority, provided said requests are filed prior to April 1st of the applicable year. For the purpose of this Section, vacation requests shall have preference over holiday requests.

23.09 Unless otherwise designated in this Agreement, vacation requests of one (1) week or more submitted to the Department Head prior to the first day of April of each year or in otherwise sufficient time prior to the requested vacation time in order that proper scheduling by the Division Head can be arranged to assure normal operations of the Department and to minimize overtime requirements shall not be denied. Unless specifically authorized otherwise by the Department Head, Police Sergeants must give advance notice of seven (7) calendar days prior to their utilization of any vacation time, and have received approval. Once approved by the

Chief or his designee, vacation can only be canceled in the event of an emergency, to be determined by the Chief or his designee and the Mayor or the Service-Safety Director.

23.10 No more than one (1) employee may be on vacation at the same time from the same work shift, unless specifically approved otherwise by the Employer.

23.11 Upon separation from employment with the Employer, an employee shall be entitled to compensation at his current rate of base pay for all lawfully accrued and unused vacation leave to his credit at the time of the separation, up to a maximum of three (3) years entitlement.

23.12 In the case of death of an employee, such unused vacation leave time shall be paid to the employee's estate or in accordance with O.R.C. §2113.04.

23.13 All vacation accruals shall start at the beginning of the next full pay period after the anniversary date of employment.

23.14 All fulltime employees shall have earned and will be due upon attainment of the twenty-third (23rd) year of employment, two hundred forty (240) hours of vacation leave with pay. Such vacation shall accrue at the rate of nine and two tenths (9.2) hours each bi-weekly pay period.

ARTICLE 24
INSURANCE

24.01 The Employer shall provide medical insurance for all bargaining unit members upon the same terms and conditions such insurance is provided to all other employees of the City. It is understood that employees shall contribute 15% of the monthly premium amounts as their share of health insurance premiums. It is further agreed, however, that the employee contribution amounts per month shall not exceed the following:

1/01/15 through 12/31/17	$65.00	$130.00

24.02 The Employer shall supply each employee with life insurance in such amounts as are provided to all City employees at no cost to the employee.

24.03 The City recognizes the right of the Union to review any proposed changes in carriers or coverage. The City agrees to bargain with the Union concerning the impact of any potential changes in health insurance. It is agreed that the City shall not institute any changes without providing the Union at least thirty (30) days' notice. In addition, any changes in the premium contribution amounts made necessary as the result of increased premium costs shall be provided each year at least thirty (30) days prior to effective date of such increase.

The City and the Union agreed to maintain a joint Labor/Management Committee to address concerns pertaining to health insurance. The Joint Committee may request the presence of the insurance consultant to be present from time to time.

The Union recognizes the right of the City to secure alternate insurance carriers and/or modify coverage.

A Section 125 Tax Savings Account shall be established as soon as feasible, by the City (amounts $100/$200).

Dental Insurance shall be continued so long as and under the same terms and conditions as it is offered to non-bargaining unit employees.

The provision of the Family Medical Leave Act as are applicable to the City including all of the rights, duties and obligations of both employer and employees shall be applicable to the Agreement.

24.05 The City maintains a committee to review health insurance coverage. The Union may appoint two (2) individuals to participate in the work of this committee.

ARTICLE 25
EDUCATIONAL ASSISTANCE

25.01 Employees wishing to pursue additional training or education may apply to the Chief or his designee for financial assistance for the cost of tuition and required materials.

25.02 Financial assistance shall be approved by the Service-Safety Director conditioned upon the following:

a) The employee shall successfully complete the course and receive not less than the minimum passing grade of "C", if grades are awarded.

b) The financial assistance shall only be paid upon the completion of the course and after the employee has submitted satisfactory documentation of his costs of books and tuition.

c) The employees shall have completed at least one (1) year of continuous full-time service with the Employer prior to requesting such financial assistance.

d) Employer participation or assistance shall be limited to 50% of the costs of tuition, books, and required material up to a maximum total participation equal to $300.00 in any twelve-month period.

25.03 Any employee who is participating in or receiving the incentives available under Article 26 of this Agreement shall not be entitled to benefits under this Section.

ARTICLE 26
EDUCATIONAL INCENTIVE COMPENSATION

26.01 Any employee who is enrolled in an accredited program leading to an associate's degree may request financial assistance for the costs of tuition, books and other required course materials under the following conditions:

A. Any employee desiring employee participation in an associate's degree Program must submit appropriate evidence of current enrollment in good standing in such program to the Chief or his designee. Good standing is considered to be a cumulative grade point average of 2.0 on a 4.0 scale or an equivalent measure thereof.

B. Participation or employer assistance shall be limited to 50% of the costs of tuition, books and other required course materials up to a maximum amount equal to $1,000 in any twelve-month period.

C. Participation can be either upon completion of a period of study, course and/or semester or quarter or in advance of actual payment in the discretion of the Service/Safety Director. Advance payment shall be limited to tuition or other fees and shall be available only upon presentation of appropriate invoice or billing statement from the institution or facility offering the associates degree program. The Employer will reimburse the employee within forty-five (45) days of both submittal of the appropriate invoice or billing statement from the institution or facility offering the Associates degree program and evidence of satisfaction of the "standing requirement" in "A" above.

26.02 Any employee enrolled in and actively pursuing an associate's degree from an accredited institution and who is in good standing in such a program shall be entitled to $.24/hour additional compensation to be added to that employee's base compensation amount as incentive compensation for pursuing such degree.

26.03 Any employee who satisfactorily completes an associate degree program and is awarded an associate's degree from an accredited institution shall be entitled to $.48/hour additional compensation to be added to that employee's base compensation amount as incentive compensation for obtaining such degree.

26.04 Any employee who is enrolled in an accredited program leading to a bachelor's degree may request financial assistance for the costs of tuition, books and other required course materials under the following conditions:

A. Any employee desiring employee participation in a bachelor's degree program must submit appropriate evidence of current enrollment in good standing in such program to the Chief or his designee. Good standing is considered to be a cumulative grade point average of 2.0 on a 4.0 scale or an equivalent measure thereof.

B. Participation or employer assistance shall be limited to 50% of the costs of tuition, books and other required course materials up to a maximum amount equal to $1,000 in any twelve-month period.

C. Participation can be either upon completion of a period of study, course and/or semester or quarter or in advance of actual payment in the discretion of the Service/Safety Director. Advance payment shall be limited to tuition or other fees and shall be available only upon presentation of appropriate invoice or billing statement from the institution or facility offering the bachelor's degree program. The Employer will reimburse the employee within forty-five (45) days of both submittal of the appropriate invoice or billing statement from the institution or facility offering the Associates degree program and evidence of satisfaction of the "standing requirement" in "A" above.

26.05 Any employee enrolled in and actively pursuing a bachelor's degree from an accredited institution and who is in good standing in such a program shall be entitled to $.72/hour additional compensation to be added to that employee's base compensation amount as incentive compensation for pursuing such degree.

26.06 Any employee who satisfactorily completes a bachelor's degree program and is awarded a bachelor's degree from an accredited institution shall be entitled to $.96/hour additional compensation to be added to that employee's base compensation amount as incentive compensation for obtaining such degree.

26.07 Any employee who is enrolled in an accredited program leading to a master's degree or above may request financial assistance for the costs of tuition, books and other required course materials under the following conditions:

A. Any employee desiring employee participation in a master's degree program or above must submit appropriate evidence of current enrollment in good standing in such program to the Chief or his designee. Good standing is considered to be a cumulative grade point average of 2.0 on a 4.0 scale or an equivalent measure thereof.

B. Participation or employer assistance shall be limited to 50% of the costs of tuition, books and other required course materials up to a maximum amount equal to $1,000 in any twelve-month period.

C. Participation can be either upon completion of a period of study, course and/or semester or quarter or in advance of actual payment in the discretion of the Service/Safety Director. Advance payment shall be limited to tuition or other fees and shall be available only upon presentation of appropriate invoice or billing statement from the institution or facility offering the master's degree program. The Employer will reimburse the employee within forty-five (45) days of both submittal of the appropriate invoice or billing statement from the institution or facility offering the Associates degree program and evidence of satisfaction of the "standing requirement" in "A" above.

26.08 Any employee enrolled in and actively pursuing a master's degree or above from an accredited institution and who is in good standing in such a program shall be entitled to $1.20/hr. additional compensation to be added to that employee's base compensation amount as incentive compensation for pursuing such degree.

26.09 Any employee who satisfactorily completes a master's degree program and is awarded a master's degree from an accredited institution shall be entitled to $1.44/hour additional compensation to be added to that employee's base compensation amount as incentive compensation for obtaining such degree.

26.10 Any employee who is receiving any incentive amount under any of the subsections of this Article 26 shall be entitled to the incentive compensation amount set forth in one (1) section only. Thus, for example, an employee who is receiving compensation amounts as set forth in Section 26.05 shall not be entitled to amounts under 26.02, 26.03, 26.08 or otherwise. No compensation amounts may be combined.

26.11 Any employee receiving compensation amounts under any subsection of this Article 26 shall not be entitled to amounts under Article 25 of this Agreement.

26.12 Any employee who terminates his employment within one (1) year of receiving any financial assistance provided by this Article shall refund any such funds received under 26.01(B), 26.04(B), or 26.07(B) during such one year period.

ARTICLE 27
TRAINING PAY

27.01 When the Employer schedules training programs and/or meetings during an employee's off duty time and the employee is required to attend, the employee shall be entitled to his choice of pay or compensatory time. For purposes of this Section, compensation shall be computed on the basis of one and one-half (1 1/2) times the time spent attending such program or meeting.

27.02 Training programs and/or meetings will, to the extent practical, be scheduled during the employee's work hours within the Police Departments.

27.03 All use of compensatory time must be approved in advance by the employee's Division Head.

27.04 Training programs and/or meetings that employees voluntarily attend shall not result in the employees earning any compensatory time. Employees shall be scheduled to allow at least eight (8) hours off duty before and after training.

27.05 All full-time employees may elect to take pay in lieu of comp time up to a maximum of eighty (80) hours per year for required training actually accrued in the same year. Required training must be approved by the Department Head. To be eligible to receive pay in lieu of comp time, the employee's time sheet which records the accrued required training must designate the option to be paid instead of accrue comp time. The report must distinguish between comp time accrued for overtime and comp time accrued for required training.

27.06 Personnel within the police department are provided opportunities to attend certain schooling and obtain certifications. The City will pay for the expenses associated with approved training opportunities upon approval of the Department Head and consistent with City policy. That policy provides for the reimbursement of certain expenses including lodging and up to $35.00 per day for meals based upon receipts submitted for the cost associated with such purchases. The per diem amount may be allocated to breakfast, lunch and dinner as determined by the employee. The City will not, however, reimburse a total amount in excess of $35.00 per day for meals. In addition, no reimbursement will be provided without receipts submitted reflecting costs incurred. The City will also provide reimbursement for the personal use of an employee's automobile at the then current IRS rate. It is expected that the employee will complete this training and become certified as the curriculum may require. Any employee who voluntarily leaves employment with the City other than for retirement within twenty-four (24) months of receiving certification for any given level of training shall reimburse the City for the expenses incurred for such training.

ARTICLE 28
UNIFORMS AND ALLOWANCE

28.01 Effective January 1, 2009, the Employer will implement a "Quarter Master" system relative to uniforms and equipment. All members are expected to have serviceable uniforms based upon the prior allowance structure as of January 1, 2009.

28.02 The Employer shall supply the initial issue for newly hired employees. In addition, the Employer will provide a replacement for uniform items that are damaged or destroyed in the pursuit of the business of the Employer. Requests for the replacement of uniform items will not be unreasonably denied and will continue to be provided according to current practice. The Employer will replace uniform items that are no longer serviceable or considered "worn-out". The determination of whether the replacement item will be a new item or from existing inventory will be made by the Quarter Master.

28.03 All uniforms purchased by the Employer shall be the property of the Employer and shall be surrendered to the Employer upon such employee's termination of employment with the Employer.

28.04 The Chief will appoint an employee to serve as Quarter Master.

28.06 The Employer, in accordance with IRS regulations, must issue a W-2 form at the end of each year to every employee who receives a uniform maintenance allowance. This W-2 form will be issued for the difference between the uniform allowance amount received by the employee and the total amount of receipts submitted to the City Auditor's office for maintenance and replacement of uniforms during the calendar year. Receipts must contain the employee's name and date. If an employee submits receipts totaling the full amount of their allowance or more, no W-2 will be issued to that employee.

ARTICLE 29
WAGE SCHEDULE

29.01 Effective January 1st through December 31st of each year of this Agreement Police personnel shall receive the following regular hourly rates of pay:

Effective 1/1/15 for Police Officers	Step 1 First	Step 2 2-5	Step 3 6-9	Step 4 10-14	Step 5 15-19	Step 6 20+
All current employees 2% wage increase	$20.58	$25.01	$25.83	$26.18	$26.56	$26.94

Effective upon 1/1/15 for Employees hired after 1/1/14	Step 1 First	Step 2 Second	Step 3 Third	Step 4 Fourth	Step 5 Fifth	Step 6 6-9	Step 7 10-14	Step 8 15-19	Step 9 20+
	$20.58	$21.70	$22.80	$23.91	$25.01	$25.83	$26.18	$26.56	$26.94

Police Sergeant	Step 1 First	Step 2 2-4	Step 3 5-9	Step 4 10+
Effective 1/1/15, 2% Wage Increase.	$28.43	$29.78	$30.88	$31.70

Effective 1/1/15 for Radio Dispatcher	Step 1 First	Step 2 2-5	Step 3 6-9	Step 4 10-14	Step 5 15-19	Step 6 20+
All current employees 2% Wage Increase	$18.44	$21.18	$21.90	$22.28	$22.65	$23.01

Effective 1/1/15 for all Dispatchers hired after 1/1/14	Step 1 First	Step 2 Second	Step 3 Third	Step 4 Fourth	Step 5 Fifth	Step 6 6-9	Step 7 10-14	Step 8 15-19	Step 9 20+
	$16.58	$17.34	$17.85	$18.36	$18.87	$19.64	$20.40	$20.91	$22.24

POLICE OFFICERS

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1/1/2016	$21.00	$25.51	$26.34	$26.71	$27.09	$27.48
1/1/2017	$21.42	$26.02	$26.87	$27.24	$27.63	$28.03

Police Officers hired after 1/1/14	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**	**Step 9**
1/1/2016	$21.00	$22.13	$23.25	$24.39	$25.51	$26.34	$26.71	$27.09	$27.48
1/1/2017	$21.42	$22.57	$23.72	$24.87	$26.02	$26.87	$27.24	$27.63	$28.03

SERGEANTS

	Step 1	**Step 2**	**Step 3**	**Step 4**
1/1/2016	$29.00	$30.38	$31.49	$32.34
1/1/2017	$29.58	$30.99	$32.12	$32.98

DISPATCHER

	Step 1	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**
1/1/2016	$18.81	$21.60	$22.34	$22.72	$23.11	$23.47
1/1/2017	$19.19	$22.03	$23.01	$23.18	$23.57	$23.94

Dispatchers hired after 1/1/14	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**	**Step 9**
1/1/2016	$16.91	$17.69	$18.21	$18.73	$19.25	$20.03	$20.81	$21.33	$22.68
1/1/2017	$17.24	$18.04	$18.57	$19.10	$19.63	$20.43	$21.22	$21.75	$23.13

29.02 All employees, other than those police officers attending a residence academy, will be paid the wages or hourly rates of pay reflected in the appropriate wage schedules for all hours worked unless otherwise provided in this Agreement. Those officers attending a residence academy shall receive 85% of their computed salary.

29.03 Progression through the wage schedule shall be in accordance with the time requirements set forth in the top of the wage columns unless the Service-Safety Director waives the minimum time requirements based on the experience of the affected employee(s).

29.04 All employees shall be paid on a bi-weekly pay schedule with the pay day being on Friday.

29.05 All police officers and dispatchers who actually work the second shift shall receive a shift differential of .20/hour. All employees who actually work the third shift shall receive a shift differential of .30/hour.

ARTICLE 30
OVERTIME PAY

30.01 All employees when performing assigned overtime work will be entitled to receive pay at the rate of one and one-half (1-1/2) times their regular hourly rate for all hours actually worked in excess of forty (40) hours in any week. All assigned overtime hours shall be subject to the provisions of Article 31, Equalization of Overtime. Sick time shall not count as hours worked for purposes of overtime.

30.02 In the event of a vacancy requiring an employee to work overtime, that vacancy shall be first offered to an employee from that classification, then any other classification pursuant to Article 31.02. Thereafter, if not filled, the vacancy shall be assigned as set forth in Article 31.03 or as operational needs require.

30.03 Any employee who is recalled to work after leaving work or on a day when he is not scheduled to work, other than scheduled meetings as set forth in Article 27 of this Agreement, shall be given a minimum of three (3) hours work or three (3) hours pay at a rate of one and one-half (1-1/2) times his regular hourly rate, providing that the time worked or paid for does not abut the employee's workday. Meetings scheduled with notice of twenty-four (24) hours or less shall not be exempted under this Section.

30.04 Overtime shall not be paid for amounts of less than fifteen (15) minutes, but will be paid in increments of one-quarter (1/4) hour once the employee works fifteen (15) minutes and to the nearest one-quarter (1/4) hour, thereafter.

30.05 Employees may elect compensatory time in lieu of overtime pay which shall accrue at the rate of time and one-half for each hour of overtime worked. Employees shall designate in writing when the overtime is worked if they desire comp time. Scheduling comp time will be with the prior approval of the supervisor upon written request by the employee. Approval of the use of compensatory time will not be denied unless its use unduly disrupts the operation of the department.

The compensatory time bank for 2015 and thereafter may accrue to a maximum of 480 hours.

30.06 There shall be no pyramiding of overtime pay.

ARTICLE 31
EQUALIZATION OF OVERTIME

31.01 The Employer will attempt to distribute overtime work in a fair and equitable manner, providing that such attempts do not affect the orderly and efficient operation of the affected department or division.

31.02 **Voluntary Overtime Assignments** - A record of overtime hours worked by each employee shall be kept on a list displayed within the department and utilized for offering voluntary overtime assignments. Overtime hours shall be recorded on this list as soon as

practical after the employee(s) work(s) the hours. If a call to work overtime is made less than twenty-four (24) hours in advance and the overtime is refused, the employee will not be credited as having worked for purpose of overtime equalization. Other than as set forth above, an employee who is contacted and is offered overtime work and for any reason refuses or fails to work the overtime, shall, for the purpose of overtime equalization, be credited with the overtime hours as if he had worked the hours.

31.03 **Mandatory Overtime Assignments** - If an insufficient number of employees accept the overtime work or the employee(s) accepting the overtime work are, at the Employer's sole discretion, unable to either efficiently or adequately perform the work, the Employer may assign the overtime work to those individuals it determines are necessary to adequately and efficiently perform the work. Said mandatory assignment by the Employer shall be assigned on a rotating basis by escalating seniority. Once an individual has been required to work overtime, that individual shall, for purposes of this Section, move to the top of the mandatory overtime seniority list and the next least senior individual shall become the individual first considered for subsequent mandatory assignment(s). In the absence of clear operational needs, individuals on regularly scheduled days off shall not be required to work overtime. Any employee assigned to work within a classification and eligible to work voluntary overtime assignments in that classification shall only be required to work mandatory overtime within the classification that they are then currently assigned.

31.04 In the event an employee does not wish to be contacted for voluntary assignments, they may have their name removed from the list by notifying the Chief or his designee in writing. An employee may have their name put back on the list by notifying the Chief or his designee in writing with thirty (30) days advance notice. These employees shall be placed at the bottom of the list.

ARTICLE 32
OUT OF TITLE WORK

32.01 In the event the Chief assigns an employee to perform work in a higher rated job title for a minimum period equal to six (6) hours or more, such employee will be paid the higher rate of pay of the job title for all hours worked for the period of the assignment.

32.02 In the event the Chief of Police and Lieutenant is off for two (2) weeks or more, the Sergeant who fills the Chief's position will be paid at the entry level rate of pay for the Chief.

32.03 Employees will not be routinely removed from a higher paying job title for the sole purpose of avoiding payments under this Article.

32.04 The selection of an employee for an assignment under this Article is within the discretion of the Police Chief. Any employee rejected for an assignment under this Article shall be entitled to meet with the Chief, upon the employee's request, to discuss the reasons for the employee's rejection, as well as feedback concerning methods for improving his or her performance and a timetable for when he or she will be further considered for a position under this Article.

ARTICLE 33
BEREAVEMENT LEAVE

33.01 Employees shall be granted time off without loss of pay for purpose of attending the funeral of a member of the employee's immediate family up to maximum of five (5) consecutive calendar days per death. For the purpose of Section 33.01, "immediate family" shall be defined as the employee's spouse, child or parent, including step-parents. Leave under this Section is for that time necessary to attend to those issues directly related to the funeral, including attendance at the funeral.

33.02 Employees shall be granted time off without loss of pay for purposes of attending the funeral of a member of the employee's extended family up to a maximum of three (3) consecutive calendar days per death. For the purposes of Section 33.02, "extended family" shall be defined as the employee's mother-in-law, father-in-law, step-child, sister, brother, half-sister, half-brother, grandparents, grandchild, brothers-in-law, sisters-in-law, spouses' grandparents. Leave under this Section is for that time necessary to grieve and to attend to those issues directly related to the funeral, including attendance at the funeral.

33.03 Employees shall be granted time off without loss of pay for purposes of attending the funeral of the employee's aunts or uncles, nieces and/or nephews, up to a maximum of three (3) consecutive calendar days per death, but this time off will be charged against the employee's accumulated sick leave.

33.04 Proof of death of the relative and attendance at the funeral may be required in the form of a statement from the funeral director or officiating clergyman. Memorial services shall qualify as funerals under this Article.

ARTICLE 34
IDENTIFICATION CARDS

34.01 The Employer shall supply valid "I.D." cards to all employees of the Police departments as soon as practical after hiring.

ARTICLE 35
GENDER PLURAL

35.01 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. Words whether in the masculine, feminine or neuter 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 36
HEADINGS

36.01 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 any Article or Section nor effect any interpretation of any Article or Section.

ARTICLE 37
GRIEVANCE PROCEDURE

37.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal. It is the intent and purpose of the parties of this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

37.02 For the purpose 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) Aggrieved party - The "aggrieved party" shall be defined as only any employee or group of employees within the bargaining unit actually filing a grievance.

c) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays and the holidays provided in this Agreement.

37.03 The Union shall designate an official Grievance Committee, consisting of up to five (5) members of the bargaining unit, and shall notify the Employer as to the Committee's membership in writing. The Committee shall review an employee's grievance in order to determine its merit prior to any filing of the grievance at Step Two. Should the Committee decide the grievance is lacking in sufficient merit, it may deny the employee its representational services. Such a denial, however, shall not be made in a perfunctory or arbitrary manner.

37.04 The following procedures shall apply to the administration of all grievances filed under this Grievance Procedure.

a) Except at Step 1, all grievances shall include the name and positions of the aggrieved party; 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 grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved 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 aggrieved party and his representative, if any.

c) If a grievance affects a group of employees working in different work locations, with different principals, or associated with an Employer-wide controversy, it may be submitted at Step 3.

d) The Union shall be allocated four (4) hours per month for the processing of grievances during working hours. This time shall not interfere with normal work assignments and shall be at mutually agreed times between the Union member and the Chief. Additionally, such time as agreed to by the Chief or his designee or time required for attendance at grievance hearings scheduled during working hours by the Employer or arbitrator shall be authorized at no loss in pay.

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 Union, 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 aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling upon the Employer in future proceedings. The Union shall be advised of any such informal adjustments.

f) The aggrieved party may choose whomever he wishes to represent him 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 law, except that any employee who pursues any other remedies under law other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.

h) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specific time limits shall 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. The parties agree that the Bellefontaine Civil Service Commission shall have no jurisdiction over any matters concerning bargaining unit members that are subject to the grievance and arbitration procedure.

i) 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.

A grievance may be filed by bargaining unit members or by the union as exclusive representative to enforce its rights under the Agreement, or on behalf of a group of bargaining unit members who are affected by the act or condition giving rise to the grievance in the same or similar manner. The Union shall not process a grievance on behalf of any member without the member's knowledge and consent. The Union shall attach a list of names of the members who have consented to the grievance at Step 2. Furthermore, those members will be required to sign the attached list by Step 3 of the grievance procedure.

37.05 All grievances shall be processed in accordance with the following steps of this Grievance Procedure.

Step 1: An employee who believes he may have a grievance shall notify the Union's Grievance Committee and his supervisor within seven (7) days of the occurrence of the facts giving rise to the grievance. The supervisor shall schedule an informal meeting with the employee and his steward within seven (7) days of the date of the notice by the employee. The supervisor and the employee, along with the employee's steward 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 and presented as a grievance to the Head of the Division (Chief), but not before the Union's Grievance Committee has ruled on its merits. Such ruling by the Committee and the submission of the grievance must be made within seven (7) days of the informal meeting. The Head of the Division shall convene a meeting within ten (10) days of the receipt of the grievance. The meeting will be held with the aggrieved employee and his representative (steward). The Division Head shall issue a written decision to the employee within fifteen (15) days from the date of the meeting.

Step 3: If the aggrieved party 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 Service-Safety Director within seven (7) days from the date of the rendering of the decision at Step 2. Copies of the written decision shall be submitted with the appeal. The Service-Safety Director shall convene a hearing within five (5) days of the receipt of the appeal. The hearing will be held with the aggrieved party and his representative. The Service-Safety Director shall issue a written decision to the employee within ten (10) days from the date of the hearing. If the aggrieved party is not satisfied with the decision at Step 3, he may proceed to arbitration pursuant to the arbitration procedure herein contained.

ARTICLE 38
ARBITRATION PROCEDURE

38.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within twenty (20) days after the rendering of the decision at Step 3 or a timely default of the Employer at Step 3, the aggrieved party may submit the grievance to arbitration. Within this twenty (20) day period, the parties shall meet to attempt to mutually agree upon an arbitrator selection from the permanent panel created by this procedure.

If such agreement is not reached, the parties will request a list of Ohio arbitrators from the FMCS.

38.02 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 or violates any of the terms and conditions of this Agreement.

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

38.03 The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days, except by the mutual written agreement of the parties.

38.04 The hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association unless otherwise agreed by the Union and the Employer.

38.05 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.

38.06 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 final and binding upon the parties.

38.07 The Union 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 Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

ARTICLE 39
CONFORMITY TO LAW

39.01 This Agreement shall be subject to any present and future Federal, State and Local Law, along with any applicable Civil Service Rules and Regulations, and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulations shall not affect the validity of the surviving provisions.

39.02 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 portions of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity or the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

39.03 Should a determination be made pursuant to paragraphs 39.01 and/or 39.02, above, the parties shall meet to attempt to negotiate a satisfactory substitute for such affected provisions.

ARTICLE 40
LEGISLATIVE AND MEMBERSHIP APPROVAL

40.01 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 or the required statutory timelines have elapsed.

40.02 This Agreement shall not become effective until the affected Union membership has met and ratified this Agreement or the required statutory timelines have elapsed.

ARTICLE 41
SERVICE WEAPON

41.01 All full-time employees covered by this Agreement who have been employed for at least twenty-five (25) years shall be allowed to purchase their service weapon and badge from the City for the sum of one dollar ($1.00) when the employee retires. Upon retirement with less than twenty-five (25) years of service, the City shall offer to sell the retiring officer the duty service weapon issued to him for its trade-in dollar value. Employees are limited to the purchase of only one service weapon.

ARTICLE 42
LEAVE OF ABSENCE/MILITARY LEAVE

42.01 The Employer may grant a leave of absence without pay to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such a leave may not be renewed or extended beyond six (6) months.

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

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

42.02 **Military Leave** All employees who are members of the Ohio National Guard or members of other reserve components of the armed forces of The United States, are entitled to leave of absence from their respective duties and the difference between their regular rate of pay and their military pay for field training or active duties for periods not to exceed a total of thirty-

one (31) calendar days in one (1) calendar year. Employees are required to submit to the Employer an order or statement from the appropriate military commander of evidence of such duty. There is not a requirement that the service be in a continuous period of time. The maximum number of hours for which payment will be made in any one (1) calendar year under this provision is one hundred seventy-six (176) hours. Employees who are members of those components listed in the beginning of the paragraph will be granted emergency leave for mob, riot, flood, civil defense or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized military leave for the year. The leave will cover the official period of the emergency.

ARTICLE 43
OBLIGATION TO NEGOTIATE

43.01 The Employer and the Union 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 understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

43.02 Therefore, for the life of this Agreement, the Employer and the Union 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.

43.03 This Article shall not operate to preclude negotiations over any subject or matter the parties hereto mutually agree to negotiate or as provided by Article 39, "Conformity to Law."

ARTICLE 44
TOTAL AGREEMENT

44.01 This Agreement represents the entire agreement between the Employer and the Union 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.

ARTICLE 45
DURATION

45.01 This Agreement shall become effective at 12:01 a.m. on January 1, 2015 and shall remain in full force and effect, along with any amendments made and annexed hereto, until Midnight, December 31, 2017.

45.02 Written notice shall be given at least sixty (60) days but not more than ninety (90) days prior to December 31, 2017 by either party requesting a change or termination of this Agreement. If written notice is given in a timely fashion, negotiations shall commence not later than thirty (30) days from the receipt of such notice. If written notice is not given, this Agreement shall continue in full force and effect from year to year until such notice is given.

45.03 In the event that any other classified employee of the City of Bellefontaine receives an annual base wage increase of more than two percent (2%) during the term of this Agreement, the bargaining unit members covered herein shall receive an additional base wage increase equal to the amount received by the aforementioned employee(s) that is in excess of two percent (2%). This "me too" language only applies to annual base wage increases and not to increases related to previously existing wage steps, changes in classification due to transfer or promotion, or to adjustments made to individual positions based upon education, experience, qualifications, licensure and/or certifications.

ARTICLE 46
EXECUTION

46.01 IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed this 28th day of July, 2015.

FOR THE UNION:

Joseph M. Hegedus, OPBA Attorney

FOR THE EMPLOYER:

James D. Holycross, Service/Safety Director

Bellefontaine\Police\2015-2017 OPBA final