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**2015-2017**

**PATROLMEN'S UNIT**

**AGREEMENT BETWEEN THE**

**CITY OF STOW, OHIO**

**AND**

**THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**

**EFFECTIVE DATE: January 1, 2015**  
**EXPIRES: December 31, 2017**

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**ARTICLE I**

**PURPOSE**

1.01 This Agreement is made and entered by and between the City of Stow, Ohio, hereinafter referred to as the "City" and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as "OPBA" or the "Union", for collective bargaining and representation to achieve better understanding and to provide peaceful adjustment of differences between the parties. The pronoun "him" will be used throughout this Agreement to represent references to either him or her. In addition, the terms "bargaining unit member", "member police officer", "police officer" and "member" will be used interchangeably but are intended to have the same meaning, i.e., Bargaining Unit Member, unless otherwise specifically indicated herein.

**ARTICLE II**

**RECOGNITION OF OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**

2.01 The Ohio Patrolmen's Benevolent Association, OPBA, in affiliation with FOP Stow Lodge No. 82, is hereby recognized as the sole and exclusive bargaining agent for the patrolmen's unit which includes all full-time sworn police officers of the City of Stow below the rank of Sergeant. Excluded from the bargaining unit are full-time sworn police officers with the rank of Sergeant or above.

2.02 The Union (OPBA) shall furnish the City with an official roster of its local officers and representatives, to be kept current at all times. It shall include the following:

1. Name,
2. Address,
3. Home Telephone Number, and
4. Department

**ARTICLE III**

**SUBJECT MATTER OF NEGOTIATIONS**

3.01 The following are considered to be the subject matters of negotiations:

1. Wages and fringe benefits;
2. Hours of work; and
3. Terms and conditions of employment.

It is further mutually agreed between the OPBA and the City that all provisions of this Agreement which are inconsistent with the Civil Service Rules and Regulations of the Stow Civil Service Commission and the Ohio Revised Code shall supersede and prevail over such inconsistent rules and regulations. Bargaining unit employees are subject to all other Stow Civil Service Rules and Regulations and Revised Code provisions not in conflict with this Agreement.

3.02 The OPBA and the City acknowledge that during the 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 or mutual agreement from the area of collective bargaining and that the understandings and agreements arrived at by the parties, after

the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the City and the OPBA, for the life of this Agreement, each voluntarily and unqualifiedly waive the right to, and each agree that the other shall not be obligated to bargain collectively 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 parties at the time they negotiated and signed this Agreement. By written mutual consent of the OPBA and the City, the covenants of this paragraph may be waived by negotiations on the articles or subjects stated in the written consent request.

3.03 Nothing in this Article shall eliminate or abridge any rights granted to the City or the OPBA under Chapter 4117, Ohio Revised Code.

3.04 Nothing in this Agreement shall preclude the continuation of past Departmental practices and policies unless modified by this contract.

#### **ARTICLE IV MANAGEMENT RESPONSIBILITIES**

4.01 Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on any City official or in any way abridging or reducing such authority.

The OPBA agrees that the City has complete authority for the policies and Administration of all City Departments which it shall exercise under the provisions of law and in fulfilling its responsibilities under this Agreement. Said authority shall include the establishment of work rules and regulations not inconsistent with the terms of this Agreement. Any matter involving the management of governmental operations vested by law in the City, and not covered by this Agreement, is in the jurisdiction of the City.

The City hereby retains and reserves unto itself all rights, power, authority, duty and responsibility conferred on and vested in it by the laws and Constitution of the State of Ohio and the Charter of the City of Stow.

4.02 It is understood that this Agreement is subject to all applicable provisions of state and federal statutes, City charter, ordinances and civil service commission rules and regulations.

4.03 The City has and shall retain, without regard to frequency of exercise, all rights to operate and manage its affairs and employees which are explicitly or implicitly conferred on the City by constitution, statute or any other source of law.

By mutual agreement between the OPBA and the City, the following are the exclusive rights and responsibilities of the City.

1. To determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the City, standards of services, its overall budget and appropriations, utilization of technology, and organizational structure;
2. To direct, supervise, evaluate, or hire and select employees;

3. To maintain and improve the efficiency and effectiveness of City operations;
4. To determine the overall work methods, processes, means, equipment or personnel by which City operations are to be conducted;
5. To suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;
6. To determine the adequacy, size and composition of the work force, including the necessity for overtime;
7. To determine employment standards and job classifications;
8. To determine the overall mission of the City as a unit of government;
9. To effectively manage the work force;
10. To take actions to carry out the mission of the City as a governmental unit; and
11. To establish, consolidate, expand or transfer work processes of facilities or to consolidate, merge or transfer its property, processes or work to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work

Note: Regarding item 4, above, specifically the term “equipment,” the Union shall be permitted to offer input, if the Union desires, regarding the standards of equipment to be utilized by individual police officers.

The City is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or the OPBA may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

## **ARTICLE V**

### **RIGHTS OF EMPLOYEES**

5.01 It is agreed that any police officer, excepting those excluded, has the right to join the OPBA for mutual aid or protection and to bargain collectively. Any police officer also has the right to refrain from being a member of the OPBA. Said OPBA shall not indulge in restrictions or practices which deny membership of police officers of the City of Stow, Ohio, because of age, race, color, creed, sex, national origin, disability or religion and shall be free of corrupt influence. It is further agreed that there shall be no discrimination among Police Officers by virtue of participation or non-participation in Union affairs.

In addition, public employees (police officers) shall have the right to:

- (1) Form, join, assist, or participate in, or refrain from forming, joining, assisting, or participating in, except as otherwise provided in chapter 4117 of the Revised Code, any employee organization of their own choosing;
- (2) Engage in other concerted activities for the purpose of collective bargaining or other mutual aid and protection;
- (3) Representation by an employee organization;
- (4) Bargain collectively with their public employers to determine wages, hours, terms and conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement, and enter into collective bargaining agreements; and
- (5) Present grievances and have them adjusted, without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect and as long as the bargaining representatives have the opportunity to be present at the adjustment.

5.02 Criminal Conduct

In the event that a sworn member police officer is being investigated for alleged criminal conduct, he shall be afforded all the rights guaranteed to him under the federal and Ohio Constitutions. The City shall hold in abeyance the imposition of any final disciplinary action on the criminal conduct, pending the disposition of any such criminal charge. Nothing contained herein shall prohibit the City from relieving such officer from duty, with or without pay, when such criminal charges have been filed, pending resolution of any such charges. In order to insure the timeliness of non-criminal disciplinary measures, the City shall not be prohibited from taking disciplinary measures under the Departmental rules and regulations for non-criminal departmental offenses which may have also occurred. Also, nothing contained herein shall prohibit the City from completing an administrative investigation of such criminal charges; however, the officer charged cannot be compelled under threat of discipline for insubordination to answer questions related to the criminal charges. The disposal of criminal charges shall not prevent a complaint from being subject to an internal affairs investigation.

5.03 Internal affairs investigations upon non-criminal complaints from members of the public.

If a police officer is being investigated by the City and is to be subjected to questioning by the City as a result of a non-criminal complaint by a member of the public, other than a departmental employee or City official or other City employee, investigative sessions shall be conducted subject to the conditions set forth below. Nothing in this section shall preclude interview sessions for the purpose of determining the reliability or validity of the basis of the complaint.

1. Unless the seriousness of the investigation requires otherwise, all investigative sessions shall be conducted at reasonable hours, which preferably are hours when the police officer is on duty or which are his usual waking hours. If the police officer is off duty, the officer shall be paid overtime in accordance with the overtime provisions of this Agreement for the hours of all such sessions at which attendance of the officer is required.

2. All investigative sessions shall be conducted only for reasonable periods of time, and reasonable amounts of time shall be allowed during each investigative session for rest, eating and the personal necessities of the police officer.

3. Prior to the commencement of the first investigative session, the City shall notify the police officer in writing. The notice shall inform the officer of:

- (a) the nature and scope of the investigation to be conducted and whether or not the police officer who is subject to investigation is being investigated only because he is a witness.
- (b) the name, rank, and command of the officer in charge of the investigation.
- (c) the name and rank of the investigating officer.
- (d) the names of all other persons who will be present during investigating sessions.
- (e) the name of the person bringing the complaint against the police officer, if the consent of the complaining party is obtained. If the consent of the complaining party is not obtained and there is no corroborative evidence of any kind regarding the complaint as determined by the City, the officer shall not be required to submit to questioning. If the complaining party's consent is obtained, the City shall furnish a copy of the complaint to the officer.
- (f) if the consent of the complaining party to release his/her name is not obtained, and corroborative evidence supporting the person's complaint exists, the officer will be provided copies of the corroborative evidence supporting the civilian's complaint before discipline is imposed.

4. Each investigative session, including all questions, comments and recesses occurring during the session, may be completely recorded by mechanical means or by a City stenographer, or both. The police officer who is subject to investigation shall be permitted to mechanically record the investigation sessions.

5. The police officer who is subject to investigation shall not be subjected to abusive language concerning his race, creed, color, religion, sex, culture or ethnic origin, before, during, or after any investigative session.

6. Prior to any investigative session, the City shall give the police officer any warnings that may be required and inform him of any other rights that he may have as a citizen under the United States Constitution, the Ohio Constitution and federal and state law. The police officer is entitled to have an attorney, or other representative, and not more than one (1) other person of his choice present to represent him at all times during such investigation session. A representative shall not be a person who is subject to questioning as a result of the incident out of which the investigation arose.

7. Each investigative session shall be, to the extent reasonably possible, conducted at the office of the command of the investigating officer or at the office of the local precinct or police unit at which the police officer is stationed.

8. Subject to the provisions of the Ohio public records law, the City shall not release the name to the news media or knowingly cause the officer who is the subject of the investigation to be subjected to visits by members of the news media concerning the investigation without his express consent.

9. It is recognized that, for purposes of corroboration and validation, non-criminal complaints against police officers should be in writing and signed by the complainant. A police officer shall not be subject to discipline solely on the basis of an unwritten and unsigned complaint which cannot be substantiated, corroborated or validated by the City. No complaint shall be entered in the personnel file of any police officer nor shall there be any discipline unless or until proven to be true as a result of an investigation or interview.

10. Pursuant to this section, the City shall not enter any comment either adverse or favorable to the interests of a police officer in the police officer's personnel file, or in any other file used for personnel purposes, unless the police officer has been given an opportunity to read a copy of the comment, has been given an opportunity to sign the copy attesting that he has read it, and has been permitted to attach a rebuttal statement for inclusion in the file.

11. Disciplinary action may be taken against a police officer for any misconduct that occurs when the officer is off duty or not acting in his official capacity only in accordance with the disciplinary provisions of this Agreement.

12. In the course of an internal affairs investigation pursuant to Article 5.03 herein, an officer shall not be compelled to submit to a polygraph examination.

13. Internal investigations shall normally be completed within six (6) months. If an internal investigation will not be completed in six (6) months, the officer shall be advised of the reason and updated as to when the internal investigation is intended to be completed.

#### 5.04 Departmental Internal Affairs Investigations Upon Internal Complaints

The City of Stow shall be able to conduct any and all investigations concerning the conduct of a sworn member officer, initiated upon intra-departmental verbal or written complaints and affidavits of other sworn officers. However, a verbal complaint cannot be the sole basis for imposition or disposition of disciplinary action against a police officer. Nothing in

this section shall preclude interview sessions for the purpose of determining the reliability or validity of the basis for complaints. Investigations shall proceed in the manner stated below.

1. The officer being investigated shall be notified of:
  - (a) the nature and scope of the investigation to be conducted and whether or not the police officer who is subject to investigation is being investigated only because he is a witness.
  - (b) the name, rank and command of the officer in charge of the investigation.
  - (c) the name and rank of the investigating officer.
  - (d) the names of all other persons who will be present during investigating sessions.
  - (e) the name of the person bringing the complaint against the police officer, if the consent of the complaining party is obtained. If the consent of the complaining party is not obtained and there is no corroborative evidence of any kind regarding the complaint as determined by the City, the officer shall not be required to submit to questioning.
  - (f) if the consent of the complaining party to release his/her name is not obtained, and corroborative evidence supporting the person's complaint exists, the officer will be provided copies of the corroborative evidence supporting the complaint before discipline is imposed.
  - (g) if it is known, the fact that the police officer who is subject to investigation is being investigated only because he is a witness.

2. Each investigation session shall be, to the extent reasonably possible, conducted at the police station.

3. Internal affairs investigations upon internal complaints, when disciplinary actions may arise therefrom, shall be subject to Article XII herein.

4. In the course of an internal affairs investigation, pursuant to Article 5.04 herein, an officer shall not be compelled to submit to a polygraph examination.

5. Any investigative session may be mechanically recorded by the Employer with a copy provided to the Union or by the Union with a copy provided to the Employer.

6. An officer has the right to the presence and advice of a Union representative at all disciplinary hearings before the Police Chief or his designated representative. Either party may have counsel or other representative present at their own

expense. The Union shall retain the right to be present when final discipline is imposed.

7. Disciplinary action may be taken against a police officer for any misconduct that occurs when the officer is off duty or not acting in his official capacity only in accordance with the disciplinary provisions of this Agreement.

5.05 Notification of Written Complaint

Within seven (7) days of receiving a written complaint against a bargaining unit employee, the Employer shall provide a copy of the written complaint and any written documentation related to the complaint or its investigation to the employee.

**ARTICLE VI PROHIBITION OF WORK DISRUPTION CLAUSE AND PROBATIONARY PERIODS**

6.01 The rights, responsibilities, obligations and remedies of the City and the OPBA regarding work disruptions shall be as defined in Chapter 4117 of the Ohio Revised Code and any other applicable local, state and/or federal laws or regulations.

6.02 Probationary Periods All certified member police officers shall, at the time of hire, be subject to an initial twelve (12) month probationary period during which time those hired may be discharged without cause. In the case of newly hired officers who have not yet been certified as police officers by the State of Ohio, the initial probationary period shall be twelve (12) months commencing with the date of certification by the State of Ohio. During the initial probation such officer may be discharged without cause. During the period of time prior to any newly hired officer's certification by the State of Ohio, such uncertified officer may be discharged without cause. In the case of promotion, all member police officers shall, commencing with their date of promotion, be subject to a twelve (12) month probationary period for the promotion during which time such officer may be returned to their previous rank without cause.

**ARTICLE VII WAIVER IN CASE OF EMERGENCY**

7.01 In case of circumstances beyond the control of the City, such as a state of emergency declared by the Mayor or Safety Director, including, but not limited to, acts of God, civil disorders, disasters, and other similar acts or emergencies, the following conditions of this Agreement shall be suspended automatically without recourse from the OPBA:

1. Time limits for replies on grievances;
2. Limitations on distribution of work assignments; and
3. Limitations on distribution of overtime.

7.02 Notwithstanding other Articles of this Agreement, the City reserves the right, during any such emergency, to assign employees to work without regard to their police

employment classification, and to other work which they are qualified to perform, but the employee shall be paid at their regular hourly rate. However, police employees shall not be paid at a lower rate than the employee's rate of pay under normal working conditions according to the employee's permanently assigned job classification. The overtime compensation provisions of this Agreement shall apply.

Upon a lapse of thirty (30) days under the emergency measures, the OPBA will have the unchallenged right to petition the Mayor or his designate as to whether or not conditions exist to warrant the maintenance of emergency measures.

## **ARTICLE VIII**

### **LODGE SECURITY**

8.01 For the purposes of this Agreement, the Union Directors or alternate Directors may perform the normal duties of a steward in presenting any grievance according to the grievance procedure section of this Agreement, provided that only one (1) person (employee) at a time may act as a Union Director during work hours and all such time during work hours must be approved in advance by the City.

The name of the OPBA Director, or his designated representative, shall be furnished to the City and he shall be permitted to leave work to represent a member of the unit at a scheduled hearing before his superior, so long as his absence does not unduly interfere with his, or other police officers' work assignments and is so requested by the unit member. The representative is permitted reasonable time, not to exceed two (2) hours to investigate and process each grievance, unless additional time is authorized in writing by the Director of Public Safety, who shall not unreasonably withhold the granting of additional time, if it is needed.

8.02 No additional full-time, part-time or contractual employees, other than sworn police officers, shall be added to the Police Department payroll for the purpose of performing sworn Police officer functions without the prior review and recommendation, if provided, by the OPBA. This section applies only to the intended employment of non-sworn police officers proposed to be hired to perform sworn police officer functions as their primary or sole duty and does not pertain to the employment of civilians for any purpose or to reserves or special police, crossing guards, or other individuals hired in the Police Department who may at times perform duties normally assigned to a sworn police officer.

## **ARTICLE IX     UNION MEMBERSHIP AND PAYROLL DEDUCTION OF DUES**

9.01           The plan of voluntary dues deduction shall be in effect under this Agreement. The form for said deductions shall be furnished by Stow FOP Lodge No. 82 on behalf of the OPBA. It is agreed that Stow FOP Lodge No. 82 and the OPBA will indemnify, save and hold the City of Stow harmless from any and all claims or liability of any sort resulting from making deductions in accordance with said form and this Agreement. It is agreed by the City that either within two (2) weeks or the next pay day, whichever is later, after said dues deduction form is submitted, deductions for members will be made. Such authorization may be revocable by written notice upon the will of the police officer. The City shall remit all dues deducted and collected on behalf of the OPBA to Stow FOP Lodge No. 82, which shall have the sole responsibility for transmitting such dues directly to the OPBA on a timely and responsible basis each month.

9.02           Fair Share Fee - Each bargaining unit employee hired after April 9, 2003, who does not become a member in good standing with the Union after 60 days of employment, shall pay a fair share fee to the Union as a condition of employment. Each bargaining unit employee who was employed on or prior to April 9, 2003, shall not be required to pay a fair share fee.

The fair share fee shall be in an amount certified to the Employer by the Union. The deduction of the fair share fee from the employee's paycheck shall be automatic and does not require the written authority from the employee. Payment to the Union of the fair share fees deduction shall be made in accordance with the regular dues deduction as provided herein.

## **ARTICLE X                     VISITATION OF OFFICIALS**

10.01           The state or local directors of the OPBA or their designated representatives, may have access to the working area of OPBA members at reasonable times during working hours, provided prior approval is obtained from the Director of Public Safety or his designated representative. If possible, notice of intention to exercise this right of access shall be requested not less than eight (8) hours in advance of the scheduled visit.

## **ARTICLE XI                     BULLETIN BOARDS**

11.01           The City shall furnish for the OPBA use of the bulletin board located at the municipal building and/or the safety forces building, at a mutually selected location, which may be used for the following notices:

- A.     Recreational and social affairs of the OPBA or FOP Lodge No. 82;
- B.     OPBA meetings;
- C.     OPBA elections;
- D.     Reports of Union committees;

- E. Rulings or policies of the OPBA, and
- F. Other official OPBA business.

Notice of announcements shall not contain anything political, controversial or anything reflecting upon the City and its employees or any labor organization among its employees.

## **ARTICLE XII                      DISCIPLINARY AND GRIEVANCE PROCEDURE**

12.01            Grievance - A grievance is a dispute between the City and the Union, or a covered employee or group of covered employees as to the interpretation, application, or violation of any terms or provisions of this Agreement relating to wages, hours, specific benefits or terms and conditions of employment including disciplinary actions.

12.02            Any grievance shall be remedied through the following procedure:

### Step 1:

Any covered employee(s) shall, within ten (10) calendar days after the grievable matter has become known to the covered employee, attempt to resolve any controversy, difference, or dispute with the administrative supervisor (Lieutenant) before proceeding with the subsequent steps governing grievance procedures. The administrative supervisor (Lieutenant) shall acknowledge receipt of the employee's grievance and inform the employee of its disposition in writing within seven (7) calendar days of receipt.

### Step 2:

If not settled in Step 1, the covered employee(s) shall present his written grievance to the Chief of Police within seven (7) calendar days after receipt of the written response from Step 1. The Chief shall review the grievance with the covered employee(s), and with the Union. The Chief or his designated representative shall within seven (7) calendar days, furnish a written answer to the grievance to the covered employee(s), the Union, the Director of Public Safety and the covered employee(s) immediate supervisor. If the covered employee(s) or the Union does not invoke Step 3 within seven (7) calendar days after receipt of the written answer, said alleged grievance shall be considered satisfactorily resolved by all the parties concerned.

### Step 3:

If the grievance is not resolved at Step 2, the Union may appeal, in writing, within seven (7) calendar days after receipt of the Step 2 written decision, to the Mayor/Safety Director, or his/her designee. The Mayor, or his/her designee, within ten (10) calendar days of the receipt of the appeal, shall meet with other City officials as deemed appropriate, the Union and the aggrieved, and attempt to adjust the matter. The Mayor, or his/her designee, shall reduce his/her decision to writing and submit it to the Union and to the grievant, within ten (10) calendar days

after such meeting. If the grievance is unresolved, it may be submitted to arbitration pursuant to the Arbitration Procedure contained herein.

Step 4:

No later than thirty (30) calendar days after receiving notice of such decision by the Mayor/Safety Director, the Union may appeal the decision rendered in Step 3 to a mutually agreed-upon arbitrator. The arbitrator shall be selected either from a list of arbitrators in accordance with AAA procedures "List Only" Service or through any other AAA procedure. The parties shall mutually agree as to which method is to be used. The fees and expenses of the arbitrator shall be borne equally by both parties. The arbitration decision of the arbitrator shall be final and binding on the parties hereto and must be consistent with the arbitrator's jurisdiction, power and authority, as set forth herein. The arbitrator shall not have the power to add to, subtract from or modify such expressed terms and provisions of this Agreement. All pre-arbitration grievance settlements reached by the Union and the City shall be final and binding on the parties. The parties may mutually agree to utilize an alternate grievance resolution procedure.

All expenses involved in the arbitration proceedings shall be equally shared between the parties. However, expenses related to the calling of witnesses or the obtaining of depositions or any other similar expenses associated with such proceedings shall be borne by the party at whose request such witnesses or depositions are required.

12.03           The Union may file a group grievance where such contract dispute affects a group of similarly situated employees of the bargaining unit. Such group grievances may be filed at Step 2 of the Grievance Procedure.

12.04           Time Periods - Any grievance which has not been presented under the grievance procedure within the time period for presentation of grievances (i.e., within ten (10) days after the grievable matter has become known to the covered employee) and any grievance which is not appealed to the next step of the grievance procedure within the applicable time period specified herein, shall be considered as settled and shall not be subject to further discussion or appeal.

12.05           Waiver of Time Period - Time limitations in the grievance procedure may be extended by mutual agreement of the City and the Union. However, the extension must be for a definite period of time and must be in writing and signed by both parties.

12.06           Sole and Exclusive Remedy - This Grievance Procedure shall be the sole and exclusive method for resolving employee grievances/disputes under this Agreement.

12.07           Applicability of Civil Service Commission Rules and Regulations and Ohio Revised Code - Civil Service and Ohio Revised Code Jurisdiction - The rules and regulations of the Civil Service Commission of Stow, Ohio and the Ohio Revised Code shall govern the procedures of any dispute under the jurisdiction of the rules and regulations of the Civil Service Commission of Stow, Ohio and the Ohio Revised Code. Disputes under the jurisdiction of the Civil Service Commission shall not be grievable under Article XII herein.

12.08 Litigation Rights - Nothing contained herein shall preclude the City, the OPBA or any grievant from exercising its rights to file or litigate any matters arising hereunder in courts of competent jurisdiction.

12.09 OPBA Rights of Representation - The OPBA representatives shall have the right to be present, without intervening, at the adjustment of any grievance when the bargaining unit member has chosen not to have Union representation. Such adjustment shall not be inconsistent with the terms of this Agreement.

Nothing in this Agreement shall prohibit an OPBA staff representative from being present at the adjustment of any grievance submitted by a bargaining unit member or the Union, or from being present at any grievance meeting concerning a grievance submitted by a bargaining unit member, if requested by the bargaining unit member.

Any member police officer shall have the right of union representation as defined herein and such union representation shall not be arbitrarily withheld. If called upon for representation during working hours, local Union officials shall not lose any pay or benefits as a result of being called on said matters, if approved in advance by the City.

A member police officer on whose behalf the union is appealing a grievance shall have the right to be accompanied by a non-city employee representative(s) of the OPBA.

Any grievance which has not been presented under the grievance procedure within the time period for presentation of said grievances shall not be heard, and any decision on a grievance which is not appealed to the next step of the grievance procedure within the applicable time specified herein shall be considered final and binding. Neither an untimely appeal nor a finalized decision shall be subject to further discussion or appeal. Time limitations in the grievance procedure may be extended by mutual agreement of the City and the OPBA however, the extension must be for a definite period of time and must be in writing and signed by both parties.

If the City fails to adhere to the grievance timelines, including mutually agreed-upon extensions, the union may proceed to the next step in the grievance process as if the grievance were denied.

12.10 Discipline and Disciplinary Grievance Procedure - General - The City's disciplinary procedures for non-probationary bargaining unit members shall be based on the principles of "reasonable and just cause" and "progressive corrective discipline."

Depending on the nature and circumstances of a specific employee incident, discipline, if applicable and for just cause, will normally be applied in a progressive manner and will bear a direct relationship to the degree and seriousness of the violation. The following progressive disciplinary steps are intended as a guide but each step may or may not be used in any particular circumstance:

Step 1: First Offense - Verbal Warning

Step 2: Written Reprimand

- Step 3: Temporary Pay Reduction
- Step 4: Suspension
- Step 5: Disciplinary Demotion and/or Permanent Pay Reduction
- Step 6: Discharge

If an offense of a bargaining unit member is of a serious nature or as otherwise may be necessary, the City may determine that a different or abridged sequence for the above is required.

12.11 Pre-Disciplinary Hearing - In the event a disciplinary action may result in a temporary pay reduction, suspension, disciplinary demotion and/or permanent pay reduction, or discharge, the charged bargaining unit member will be entitled to a predisciplinary hearing before the Mayor or his/her designee. The hearing will be scheduled to give the bargaining unit member an opportunity to offer an explanation and to provide facts regarding the alleged misconduct. After the hearing, a written finding will be prepared by the Mayor or designee that will conclude with a "just cause" decision with the disciplinary penalty or a decision of "insufficient evidence to sustain disciplinary action." Only upon receiving a "just cause" decision with an appropriate disciplinary penalty will the City implement an order to discipline. No unfounded complaints shall become a permanent part of a bargaining unit member's personnel file. The charged bargaining unit member shall be entitled to Union representation during any predisciplinary hearing.

The City reserves the right to hold interview (neutral, non-disciplinary) sessions to determine the reliability or validity of the basis of any alleged employee and/or bargaining unit member action or complaint.

12.12 Recommendations of disciplinary actions from the Chief of Police or his designee, shall be appealed (filed) at Step 3 of the Grievance Procedure.

### **ARTICLE XIII OVERTIME**

13.01 Overtime, when authorized in advance by the Chief of Police, shall be compensated as follows:

Time in excess of the normal pay week, which has been defined as a forty (40) hour workweek, or for time in excess of a normal workday (calendar day), which has been defined as an eight (8) hour workday, shall be paid at one and one-half times (1 1/2) the employee's hourly rate, including longevity pay, then in effect. The hourly rate shall be as contained in the City of Stow payroll ordinance for the affected member's rank and step.

13.02 Any off-duty, bargaining unit officer, who is eligible to receive overtime compensation and who is required to make an appearance in court on behalf of the City, if such appearance constitutes overtime, shall be compensated at the overtime rate of one and one-half times (1 1/2) the officer's regular rate for the actual time spent in such appearance, with a

minimum of three (3) hours total overtime guaranteed, provided however that any guaranteed overtime which overlaps with the officer's regular work time shall be deducted from the officer's guaranteed overtime. No deduction shall be made for court time overlap with paid time off when an officer makes a court appearance while on approved paid time off.

13.03 Any bargaining unit officer called in to work during his normal off-duty hours shall be guaranteed at least three (3) hours work at the appropriate rate of pay, provided that he works the same. If work is completed and the officer chooses to go home before the three (3) hours, he will be paid for the actual time worked or a minimum of one (1) hour, whichever is greater.

13.04 An overtime list, listing lieutenants, sergeants, and patrolmen separately, shall be posted periodically showing the charged overtime for covered employees. Charged overtime shall mean that overtime offered to an employee and either refused by him, or that overtime actually worked by him. Overtime work will be equitably distributed among those covered and eligible employees normally assigned to such work, which shall be deemed to include detectives.

#### **ARTICLE XIV UNIFORMS AND RELATED ALLOWANCES**

14.01 Effective January 1, 2008, a new full-time member of the Police Department of the City of Stow shall be compensated a uniform allowance equal to the allowance provided to regular full-time patrolmen and five hundred dollars (\$500.00) for first year equipment and job-related tools for the first year of employment in addition to his salary. Each regular full-time patrolman of said Department shall receive an annual uniform allowance of one thousand twelve hundred and nine dollars (\$1,209.00) after the first year of employment, but shall not receive an equipment allowance and tool allowance.

Effective January 1, 2006, the uniform allowance shall be issued to full-time officers as payroll checks on the second payday in January of each year, except newly hired full-time officers; said police officers shall receive initial uniform pay which shall be paid as payroll checks at the earliest possible date after being hired as stated in the above paragraph. For the second uniform allowance payment and thereafter, such newly hired officer shall receive an annual uniform allowance as described below in addition to his other salary compensation.

Any full-time regular member of the Police Department who is promoted to sergeant or lieutenant shall receive a one-time supplemental uniform allowance of one hundred dollars (\$100.00) for each such promotion, which shall be in addition to the regular allowance granted herein. Effective January 1, 2008, any full-time regular member who is assigned to the Detective Bureau shall receive an annual supplemental uniform allowance of three hundred dollars (\$300.00) to be paid in the same manner as the regular uniform allowance.

14.02 Effective January 1, 2008, each regular full-time patrolman of said Department shall receive an annual uniform allowance of twelve hundred and nine dollars (\$1,209) after the first year of employment, but shall not receive an equipment allowance and tool allowance.

14.03 Effective January 1, 2009, each regular full-time patrolman of said Department shall receive an annual uniform allowance of one thousand two hundred and eighty-four dollars

(\$1,284.00) after the first year of employment, but shall not receive an equipment allowance and tool allowance.

14.04 Effective January 1, 2010, each regular full-time patrolman of said Department shall receive an annual uniform allowance of one thousand three hundred and fifty-nine dollars (\$1,359.00) after the first year of employment, but shall not receive an equipment allowance and tool allowance.

**ARTICLE XV RATES OF PAY, OFFICER-IN-CHARGE PAY AND SHIFT DIFFERENTIAL**

15.01 Effective dates for new base rates of pay are as follows:

Wages/Compensation Schedule

	Entry Level Step	Annual Steps			
		Step 1	Step 2	Step 3	Step 4
<u>Patrolman*</u>					
1/1/15	\$24.15	\$26.08	\$27.75	\$29.55	\$31.31
1/1/16	\$24.63	\$26.60	\$28.31	\$30.14	\$31.94
1/1/17	\$25.12	\$27.13	\$28.88	\$30.74	\$32.58

\*Eligible for overtime

Note 1: All new certified patrolmen without prior service credit shall be placed in the entry level step for initial classification. During the period of time when a newly hired Patrolmen is uncertified by the State of Ohio as a police officer, the City shall pay such Patrolman one dollar (\$1.00) per hour less than the entry level rate contained in the patrolman’s compensation schedule herein (above). Such reduced rate shall be paid until the uncertified Patrolman qualifies to be advanced to the entry level step by becoming certified or for no longer than a maximum of one (1) year. The entry level step then shall be of one (1) year duration.

15.02 Officer-in-Charge Pay:

Effective April 1, 2002, each patrolman who temporarily serves as officer-in-charge of the patrol shift by replacing the sergeant-in-charge of the patrol shift, or a patrolman Detective who temporarily serves as officer-in-charge of the Detective Bureau by replacing the ranking officer-in-charge shall be compensated for each hour served in that status at the lowest sergeant rate of pay. No more than one (1) patrolman within the Police Department for the patrol shift and one (1) patrolman within the Detective Bureau for the Detective Bureau shall be eligible to receive or earn such payment at any one time or for the same period of time.

It is the intent of the City and the OPBA that the establishment of officer-in-charge pay shall not be deemed to constitute a new position nor shall it be deemed to be a promotional position above the rank of patrolman for those patrolmen earning such pay. If, by competent authority, the creation of officer-in-charge pay is deemed to be a promotion, then this section shall be null and void as of that date and officer-in-charge pay shall cease to exist and shall no longer be paid to patrolmen. However, in such case, and such case only, by written notice of either the City or the OPBA, this Agreement shall be reopened solely to negotiate the topic of a possible successor clause to Article XV, if any.

Such officer-in-charge pay shall be included in overtime pay computations, if applicable, but shall not be included in any local retirement payoffs for earned sick leave, holiday, or vacation credits.

15.03            Shift differential:

Effective April 1, 2002, full-time employees shall receive a fifty cent (\$.50) per hour shift differential for the second shift and a fifty-five cent (\$.55) per hour shift differential for the third shift both to be included as an addition to the employee's hourly base rate of pay for hours worked on either shift.

Shift differential shall be paid only for work performed on the covered employee's regularly assigned shift on regularly assigned workdays, provided however, that no shift differential shall be paid for those work hours when a covered employee is entitled to overtime, holiday pay, or any other premium pay. For assignment to a shift falling between the three standard shifts, which differs from a standard shift by more than one (1) hour, the appropriate shift differential pay shall be applied to the hours worked which individually would qualify for such shift differential if they were worked on one of the standard shifts, subject to the premium pay exclusion herein.

15.04            Field Training Officer Pay:

Effective January 1, 2008, upon the authorization of the Police Chief, officers who are assigned to perform Field Training Officer duties for a new employee shall be compensated an additional amount of two dollars (\$2.00) per hour, for all hours spent performing training duties, as evidenced by written log or other approved documentation.

**ARTICLE XVI**

**HOLIDAYS**

16.01            Full-time employees shall receive the following paid holidays:

1.      New Year's Day
2.      Presidents Day
3.      Good Friday
4.      Easter Day
5.      Memorial Day
6.      Independence Day
7.      Labor Day

8. Thanksgiving Day
9. Friday Following Thanksgiving Day
10. Full Day Before Christmas
11. Christmas Day
12. Full Day Before New Year's Day (December 31<sup>st</sup>)
13. Martin Luther King, Jr. Day

16.02 Upon permission of the Police Chief, holidays may be utilized after they are earned. All holidays earned in the previous calendar year must be used prior to April 1 of the current year. Any holiday earned in the previous calendar year but not taken by April 1 of the current year will be forfeited provided, however, that upon covered employee termination, holidays earned and not forfeited shall be payable to such employee at his most recent paid status base rate of pay, including longevity pay.

16.03 Any new full-time sworn police officer shall not be entitled to the current year floating holiday if such officer was hired after June 30 of the current year. Any holiday shall be considered to be fully earned by a covered employee if such employee is on active pay status with the City on his scheduled workday immediately preceding and immediately following such holiday, provided however, that earned time-off shall not be utilized by a covered employee solely to qualify for additional holidays or holiday pay while on unpaid status. Covered employees on unpaid status with the City shall not be entitled to accumulate or earn holiday credits for pay purposes.

16.04 It is specifically provided that the Police Chief may extend holiday benefits in advance of any holiday to a covered employee if such advancement shall aid in the scheduling of shifts and result in increased Departmental efficiency and service or protection to the public. If a covered employee leaves employment with the City, he shall repay the City any advanced holidays taken which are unearned.

**ARTICLE XVII**

**HOLIDAY PAY**

17.01 In accordance with the manpower requirements of the Department, whenever a full-time police officer must work on any of the following holidays, he will be entitled to one and one-half times (1 1/2) pay for the holiday worked, plus eight (8) hours off at a later date. Holidays in this category are as follows:

Effective April 1, 2002, and thereafter:

1. New Year's Day
2. President's Day
3. Good Friday
4. Easter Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Thanksgiving Day
9. Friday Following Thanksgiving Day

- 10. Full Day before Christmas
- 11. Christmas Day
- 12. Full Day before New Year's Day (December 31<sup>st</sup>)

17.02 Any full-time police officer called in to work on a non-scheduled basis to replace an officer unable to report to work and/or to strengthen a shift on any of the above holidays shall be entitled to two (2) times his regular pay for the holiday worked plus eight (8) hours off at a later date.

17.03 For overtime worked on any of the preceding holidays, the employee shall receive two (2) times his base hourly rate; however, the employee shall receive no additional time off for the overtime worked.

**ARTICLE XVIII LONGEVITY PAY**

18.01 Commencing in the year indicated, member police officers shall receive as additional compensation, incremental increases upon achieving the anniversaries in accordance with the following:

<u>Anniversary</u>	<u>Incremental \$ per hour amount</u>
5th	\$0.20
10th	\$0.20
15th	\$0.20
20th	\$0.23

All longevity rates shall be included in the base rate and shall be effective as of April 1, 1996. All longevity rates shall be included in any applicable employee retirement payoff by the City for sick leave, holiday or vacation entitlements.

18.02 Longevity pay increases will be given as established by all time earned in employment with the City of Stow and will become effective as of the first, full, regular pay period after an anniversary date. Payroll shall not be computed pro-rata on the basis of two (2) steps. Each officer shall receive the longevity proposed in the year in which he reaches a given longevity step. An officer shall be entitled to receive in the future any increased or newly enacted amounts of longevity pay for those anniversary dates which he has already exceeded or passed, provided however, that no officer shall be entitled to retroactive pay for such previously attained anniversaries. There shall be no retroactivity for previous longevity increases occurring prior to the officer's entitlement to, and placement in, a subsequent longevity step. In computing length of service for longevity pay purposes, police officers shall receive, as previously granted, credit for actual time worked, on a year-for-year basis, for prior City of Stow special police service.

**ARTICLE XIX      HOSPITALIZATION, DENTAL AND LIFE INSURANCE**

19.01            Commencing April 1, 1984 and for the term of this Agreement, the City shall provide and each full-time sworn police officer for the City of Stow shall be entitled to participate in non-cancelable major-medical, hospitalization, dental and life insurance coverage programs. The premiums paid by the City shall include monthly premium contributions by employees through payroll deduction commencing January 1, 2011 and thereafter as follows:

Employee Monthly Premium Contribution

Effective January 1, 2011, and thereafter, the monthly employee premium contribution for major medical hospitalization, life insurance and dental coverage shall be based on the City’s COBRA rate as follows:

Table 1. Employee Monthly Premium Contribution Rates

<u>Calendar Year or Date</u>	<u>Percent of City COBRA Rate</u>	<u>Minimum Contribution</u>	<u>Maximum Contribution</u>
2011 & Thereafter (Until Modified)	5.0% (50% of Family Rate)	\$50.00 Family \$25.00 Single	\$75.00 Family \$37.50 Single
7/1/2013	8.4% (50% of Family Rate)	\$50.00 Family \$25.00 Single	\$90.00 Family \$45.00 Single
1/1/2014	8.4% (50% of Family Rate)	\$50.00 Family \$25.00 Single	\$105.00 Family \$52.50 Single

Effective January 1, 2015, and thereafter, the *revised* monthly employee premium contribution for major medical hospitalization, life insurance and dental coverage shall be based on the City’s COBRA rate as follows:

*Revised* Table 1. Employee Monthly Premium Contribution Rates

<u>Calendar Year</u>	<u>Percent of City COBRA Rate</u>	<u>Minimum Contribution</u>	<u>Maximum Contribution</u>
1/1/2015	11.0% (50% of Family Rate)	\$50.00 Family \$25.00 Single	\$125.00 Family \$ 62.50 Single
1/1/2016	12.0% (50% of Family Rate)	\$50.00 Family \$25.00 Single	\$145.00 Family \$ 72.50 Single
1/1/2017	13.0% (50% of Family Rate)	\$50.00 Family \$25.00 Single	\$165.00 Family \$ 82.50 Single

Effective January 1, 2014 new Stow employees hired on or after January 1, 2014 will be subject to a monthly spousal surcharge in the amount of \$75.00 per month for a working spouse of any employee covered under the Stow Health Care Plan when such spouse has health care coverage available at the spouse's place of employment or through retirement, regardless of cost, but chooses Stow's health care coverage as primary. Such spousal surcharge shall be paid by the employee and is in addition to any other premium or other costs or charges under the Stow Plan for the employee or spouse.

Effective January 1, 2014 existing Stow employees hired before January 1, 2014 will be subject to a monthly spousal surcharge in the amount of \$25.00 per month for a working spouse of any employee covered under the Stow Health Care Plan when such spouse has health care coverage available at the spouse's place of employment or through retirement, regardless of cost, but chooses Stow's health care coverage as primary. Such spousal surcharge shall be paid by the employee and is in addition to any other premium or other costs or charges under the Stow Plan for the employee or spouse.

Major medical, hospitalization, dental and life insurance total coverage and benefits, as defined in the City's master policies, shall be equal to the coverage and benefits provided to any other employee bargaining units or employee(s) not covered under this Collective Bargaining Agreement, also as defined in the master policies. This provision shall not apply to coverage and/or benefits provided to employees or employee groups at City expense through a third party, such as a Union health and welfare fund.

19.02 Effective on January 1, 2011, individual and family calendar year deductibles will increase to four hundred dollars (\$400.00) and eight hundred dollars (\$800.00) annually; the overall lifetime maximum will increase to one million five hundred thousand dollars (\$1,500,000); the individual and family calendar year co-insurance (80%-20%) amount will increase to \$300 and \$600 annually; and the individual and family out-of-pocket maximums will increase to \$700 and \$1,400 annually. Effective January 1, 2005, "steering" provisions will be included in the plan, whereby in-network reimbursement will remain at eighty percent (80%) and out-of-network will be paid at sixty percent (60%). Effective January 1, 2009, the additional penalty for out-of-network charges will be \$500 per calendar year for individual covered persons and \$1,000 per calendar year per family. A tax-free premium conversion program in conformance with applicable Internal Revenue Service rules and regulations will be established by the City effective January 1, 2006.

Effective January 1, 2009, the individual and family dental plan calendar year deductibles will increase from \$25 per individual and \$75 per family to \$50 per individual and \$150 per family.

19.03 Commencing April 1, 2003, the City shall contribute the sum of Twenty-Nine and 75/100 dollars (\$29.75) per month per O.P.B.A. – Patrolman and other covered employees, electing said benefit and accepted by the Ohio AFSCME Care Plan, to the Ohio AFSCME Care Plan. Benefits under this paragraph shall be the life insurance, drug prescription, hearing care and vision care. The AFSCME Care premium will be paid by the City in full.

**ARTICLE XX**

**VACATION**

20.01 Vacation Leave Entitlement:

Effective January 1, 1984, each full-time member police officer shall be entitled to accumulate vacation credits according to an hourly accumulation rate per paid work hour or paid service hour as follows:

Table A  
Vacation Entitlement

<u>Length of Service</u> <u>(Years)</u>	<u>Hourly Accum.</u> <u>Rate/Paid Work or</u> <u>Paid Service Hour</u>	<u>General</u> <u>Calendar Yr.</u> <u>Equivalent</u> <u>(Reference Only)</u>	<u>Max. Permitted</u> <u>Accum. of Unused</u> <u>Vacation Credit</u>	
<u>Start</u> <u>of Yr.</u>	<u>End</u> <u>of Yr.</u>			
0	- 5 Yrs	.03846	2 Weeks/Year	160 Hours
6	- 10 Yrs.	.05769	3 Weeks/Year	240 Hours
11	- 15 Yrs.	.07692	4 Weeks/Year	320 Hours
16	- 20 Yrs.	.09615	5 Weeks/Year	400 Hours
21 Yrs.	& Over	.11538	6 Weeks/Year	480 Hours

20.02 Maximum Basis For Calculation:

The maximum base for accumulation of vacation credits per bi-weekly pay period shall be eighty (80) hours regardless of the actual number of hours worked or paid service hours in the pay period. Vacation credits shall not be earned on overtime hours.

20.03 Prior Public Service:

Any person employed, other than as an elected official, by the State of Ohio or any political subdivision of the State of Ohio, or public government entity of the State of Ohio or its subdivisions, and earning vacation credits currently, is entitled to have full-time equivalent prior public service with any of these employers combined with City of Stow service for the purpose of computing the total amount of vacation leave entitlement. The covered employee shall be responsible for providing satisfactory written, signed statement(s) from former employers verifying such previous public service time. Credit for previous public service shall not be effective until the first full benefit period commencing on or after the date the City Finance Department has been officially notified of such service. The parties further agree that calculation of prior public service is set forth in the Personnel Board of Review's decision dated October 11, 2001.

20.04 Length of Service Adjustments:

Each member police officer's hourly accumulation rate per paid work hour shall automatically be adjusted by the Finance Department to the appropriate rate shown in table "A" above as the member police officer's service qualifies them for such rate. Changes in hourly accumulation rate entitlements shall become effective at the beginning of the pay period following the actual date on which an employee becomes entitled to a new accumulation rate. All calculations of length of service for both City and non-city service shall be made on a full-time equivalent basis and shall be computed by adding the member police officer's verified non-City of Stow public service, if any, and total actual length of employment with the City of Stow. For implementation of this section only, whole months shall be utilized to determine non-City of Stow service. Credit shall not be given for partial months. All calculations of City of Stow service shall be as of the anniversary date of employment, provided that such service has been uninterrupted and continuous. Service interruptions, if any, shall be deducted from total City of Stow service time. In computing length of service for vacation pay purposes, police officers shall receive, as previously granted, credit for actual time worked, on a year-for-year basis for prior City of Stow special police service.

20.05        Payment For Vacation Leave:

Vacation pay for full-time member police officers shall be payable along with the general payroll of the City and shall be computed by multiplying the covered employee's base hourly rate of pay by one (1) for each earned hour of vacation to be utilized by the covered employee. Any covered employee's regular pay check, due and payable during his scheduled vacation leave, shall be paid to such covered employee in advance, on the payday immediately preceding his or her vacation leave, if the employee has the written approval of his or her Department Head and has made and given a written request to the Finance Department for such prior payment. No advance vacation pay shall be made or authorized unless the member police officer's weekly vacation period extends through a regularly scheduled bi-weekly payday and such vacation is for the duration of at least one (1) week. Such request shall be required to be submitted to the Finance Department three (3) weeks prior to the date requested for such pay.

20.06        Maximum Accumulation:

Each member police officer shall be allowed to accumulate earned vacation credits to a maximum of twice that which could be earned or accrued by the member police officer in one (1) year according to the officer's length of service as shown in Table "A". Member police officers shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for two (2) years. Such excess vacation leave when it occurs shall be automatically eliminated from the officers' vacation leave balance. There shall be no additional compensation in lieu of vacation leave for earned but unused vacation credit, except upon termination or death.

20.07        Vacation Scheduling:

The Department Head shall schedule vacations for member police officers under his supervision to conform with the operating requirements of the City government. But vacations should be scheduled to meet with the respective member police officer's desires based on seniority.

20.08 Credits Remaining at Termination or Death:

Upon termination from the City of Stow service, a member police officer shall be entitled to compensation at the officer's most recent paid status base rate of pay, including longevity pay, for all earned but unused vacation leave to the officer's credit at the time of termination, provided however, that the maximum accumulation that may be paid to any member police officer shall be limited to the maximum amount which could be accumulated or accrued according to the amounts shown in Table "A". In case of death of a member police officer such unused vacation leave shall be paid in the name of the member police officer to the officer's spouse, named beneficiary or estate if there is no spouse or named beneficiary.

20.09 First Fifty Week Limitation:

Member police officers shall not be entitled to use vacation credits until their employment with the City shall have exceeded fifty (50) weeks. Any covered officer terminating City employment for any reason within fifty (50) weeks or less shall not be entitled to compensation for unused vacation leave to their credit.

20.10 Effect of Unpaid Status:

Member police officers on unpaid status with the City shall not earn additional vacation credit; however, as long as they remain employees of the City, their unpaid time shall continue to accumulate as service time for the purposes of computing total length of service with the City.

**ARTICLE XXI**

**SICK LEAVE**

21.01 Each member police officer shall be entitled to accumulate sick leave at the rate of .05769 hours for every paid work or paid service hour, provided however, that the maximum base for accumulation shall be eighty (80) hours per pay period regardless of the actual number of hours worked or paid service hours in the pay period. Sick leave credit shall not be accumulated on overtime hours. Such sick leave shall be payable at the member police officer's base hourly rate of pay, including longevity pay, for each hour of sick leave utilized. Sick leave so utilized shall be deducted from the member police officer's accumulated sick leave total on an hour-for-hour basis.

21.02 Sick Leave Use: With the approval of the City, sick leave may be used by a member police officer for absence due to any of the following reasons:

- (a) Illness, injury, or pregnancy-related condition of the member police officer;
- (b) Exposure of a member police officer to a contagious disease which could be communicated to and jeopardize the health of other officers;
- (c) Examination of the member police officer for health-related purposes, including medical, psychological, dental or optical examination by an appropriate licensed practitioner;

(d) Illness, injury or pregnancy-related condition of a member of the member police officer's immediate family where the member police officer's presence is reasonably necessary for the health and welfare of the member police officer or affected family member;

(e) Examination for health-related purposes, including medical, psychological, dental or optical examination for a member of the member police officer's immediate family by an appropriate licensed practitioner where the member police officer's presence is reasonably necessary;

(f) Death in the member police officer's immediate family; and

(g) Other specific health or medical-related conditions seriously affecting the member police officer or a member of his immediate family where the member police officer's presence is reasonably necessary.

21.03 "Immediate Family" is defined as an officer's or spouse's grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, legal guardian or other who stands in place of a parent.

21.04 A member police officer who has been laid off, suspended, is on a leave of absence or is on any other non-paid status with the City shall not accumulate or receive sick leave credit for such period of time.

21.05 A member police officer may use sick leave upon the notification of his Supervisor or other designated individual in accordance with the policies established for call-in in his Department. When making notification, the member police officer shall state the reason for the request for sick leave.

21.06 For employment prior to March 1, 1973, an officer shall not accumulate sick leave credit beyond nine hundred sixty (960) hours. Effective March 1, 1973, unused sick leave which is accrued while an officer of the City of Stow shall be unlimited in accumulation, and upon a bona fide service retirement under the Police and Firemen's Disability and Pension Fund of Ohio or other recognized State of Ohio Pension Fund, while an officer of the City of Stow, or upon death or disability retirement under a recognized State of Ohio Pension Fund while an officer of the City of Stow, for earned but unused sick leave, a cash payment of one hundred percent (100%) equivalent to a maximum of one thousand (1,000) hours of such sick leave and fifty percent (50%) equivalent up to a maximum of an additional one thousand (1,000) hours of such sick leave shall be paid at the officer's most recent paid-status base rate of pay, including longevity pay, to such officer in lump sum, but only to the extent such benefits have been earned while in employment with the City of Stow. No cash payment shall be made for any sick leave benefits earned with employers other than the City of Stow. Any current employee whose earned but unused sick leave total exceeds the maximum allowable limit for cash payment established in this section as of July 1, 1987, shall be entitled to a cash payoff equivalent of one hundred percent (100%) for nine hundred sixty (960) hours and fifty percent (50%) for those hours in excess of nine hundred sixty (960) hours up to a maximum limit of the total number of hours which have been accumulated in excess of nine hundred sixty (960) hours by the employee as of July 1, 1987.

Effective For All New Employees Hired On Or After July 1, 1996. Such

employees shall not be eligible to receive the “cash payment of fifty percent (50%) equivalent of a maximum of an additional one thousand (1,000) hours of such sick leave” upon a bona fide retirement (i.e., second tier). Such employees hired after July 1, 1996, shall be entitled to earn and receive, if entitled, only the cash payment for a maximum of one hundred percent (100%) of one thousand (1,000) hours of earned and unused sick leave in accordance with the provisions of the above paragraph. That is, unused sick leave which is accrued while an employee of the City of Stow shall be unlimited in accumulation and, effective for employees hired on or after July 1, 1996, upon a bona fide service retirement under the Police and Firemen’s Disability and Pension Fund of Ohio or other recognized State of Ohio Pension Fund, while an employee of the City of Stow, or upon death or disability retirement under a recognized State of Ohio Pension Fund while an officer of the City of Stow, for earned but unused sick leave, a cash payment of one hundred percent (100%) equivalent to a maximum of one thousand (1,000) hours of sick leave shall be paid at the employee’s most recent paid-status base rate of pay, including longevity pay, to such employee in lump sum, but only to the extent such benefits have been earned while in employment with the City of Stow. No cash payment shall be made for any sick leave benefits earned with employers other than the City of Stow.

21.07 A member police officer who does not retire but who terminates City employment or whose City employment is terminated for any reason or who transfers employment, shall not be eligible for such cash sick leave benefit. Sick leave credit transferred into Stow from another Ohio political subdivision shall not be converted into cash benefits. For the purposes hereof, sick leave credit transferred into Stow shall be the first charged for authorized illness and the Stow-earned sick leave shall continue to accumulate.

21.08 In the event of death of a member police officer, unused sick leave in the maximum amount defined in section 21.06 herein, shall become payable in a lump sum in the officer’s name and given to his or her spouse, named beneficiary or estate if there is no spouse or named beneficiary. Only sick leave credit earned by employment with the City of Stow may be converted into cash benefits upon retirement, disability retirement or death.

21.09 Each Department Manager shall maintain accurate attendance records of each member police officer under his or her supervision, shall report bi-weekly to the Finance Department any time taken off by a member police officer and may require any such officer to furnish satisfactory evidence that absence was caused by any reason enumerated herein. The Department Manager may require a written and/or notarized statement from said member police officer attesting to the nature of his illness or disability and, if an attending physician has been treating the member police officer, may require a written statement from said physician all attesting to the propriety and reasonableness of the necessity to utilize sick leave pay benefits.

21.10 An officer who transfers from one public agency to another shall be credited with the unused balance of his accumulated sick leave. It shall be the officer’s responsibility to furnish a satisfactory written, signed statement from previous public Employers to justify previous or transferred sick leave and such leave shall be first consumed. Previously accumulated, unused sick leave of any officer who has been separated from the public service, including service with the City of Stow, shall be placed to his credit upon his re-employment in public service with the City of Stow, provided that such re-employment takes place within ten (10) years of the date on which the officer was last terminated from public service and such officer provides satisfactory evidence of such previous, unused sick leave.

**ARTICLE XXII**

**WORK CONNECTED INJURY BENEFITS**

22.01 Any member police officer injured in the course of his normal duties of employment with the City, shall, upon filing a claim with the State Industrial Commission, and if such claim is approved, receive injury leave pay at his regular rate of pay; provided, however, that the claim shall have been reviewed and approved by the City as arising out of and being caused by the officer's work performance. That is, the City shall supplement outside payments received by an injured member police officer, which injury is determined by review to have arisen out of and caused in the course of his regular employment, and covered under Workers' Compensation or other such insurance, up to his usual gross wages, payable in the same manner as standard sick leave benefits. The maximum limit for injury leave pay will be ninety (90) days, regardless of length of service. No benefits shall be paid unless approved by the City, and the member police officer shall be required to remit to the City any Workers' Compensation payments received for those periods during which the member police officer's salary was maintained through supplements by the City.

22.02 Any police officer who is within fourteen (14) days of exhausting his ninety (90) day injury leave shall have the unchallenged right to request official consideration for extension of such injury leave and such extension shall not be unreasonably withheld.

22.03 This provision shall not apply to, or be affected by, the entitlement of any member police officer to the benefits of privately obtained disability insurance.

22.04 Member police officers who remain employees shall not lose any seniority while on injury leave under this section.

**ARTICLE XXIII**

**EXTRAORDINARY LEAVE**

23.01 In the event of a death in the member police officer's immediate family, as defined herein, the officer shall be granted up to three (3) eight (8) hour necessary days of extraordinary leave credit. Necessary days shall not be chargeable against normally accumulated sick leave.

**ARTICLE XXIV**

**MILITARY LEAVE WITH PAY**

24.01 Effective January 1, 2008, covered employees who are members of the Ohio organized militia or members of other reserve components of the Armed Forces of the United States, including the Ohio National Guard, are entitled to a military leave of absence from their respective duties without loss of pay for the time they are performing service in the uniformed services, for a period of up to one month, not to exceed 176 hours, for each calendar year, measured from January 1 to December 31, in which they are performing service in the uniformed services. In no event is an employee's entitlement to a leave of absence for a period of up to one month in one calendar year affected by receiving such leave of absence in another calendar year. All City employees will continue to earn any sick leave and/or vacation time for which they are eligible for a period of up to one month for each calendar year in which they are performing service in the uniformed services.

24.02 Any permanent employee who is called or ordered to the uniformed services for longer than one month for each calendar year, because of an executive order issued by the president of the United States, because of an act of congress, or because of an order to perform duty issued by the governor is entitled to a leave of absence and to be paid, during each monthly pay period of that leave of absence, the lesser of:

1. The difference between the employee's gross monthly wage or salary as a City employee and the sum of the employee's gross uniformed pay and allowances received that month;
2. Five hundred dollars (\$500).

24.03 Except that in no event shall an employee receive payments from the City for a period exceeding one month in a calendar year if the sum of the employee's gross uniformed pay and allowances received in a pay period exceeds the employee's gross wage or salary as a City employee.

24.04 Covered employees are required to submit to the appointing authority the published order authorizing the call or order to the uniformed services or a written statement from the appropriate military commander that service, prior to being credited with that leave.

## **ARTICLE XXV**

### **JURY DUTY**

25.01 Any police officer serving on jury duty shall receive normal salary compensation during such service. Officers assigned to the second (afternoon) or third (night) shift shall be temporarily assigned to the first (day) shift during bona fide (actual) jury duty service, subject to the operational and scheduling needs of the City. During periods of jury duty service all reporting-for-duty obligations shall be met by the affected employee through the Chief or his designee.

## **ARTICLE XXVI**

### **UNPAID LEAVES OF ABSENCE**

26.01 Each request for unpaid leave of absence shall be considered on its own merits by the City. Any employee may submit in writing a request for such unpaid leave to the City for its approval or disapproval. However, no such unpaid leave shall be effective unless approved by City Council. Such employee may return to work earlier than the intended expiration date of the leave of absence upon providing the City with five (5) working days notice.

26.02 In advance of the granting of the requested leave of absence without pay, the employee and the City shall agree in writing as to the specific terms of the covered employee's return (i.e., department, job classification, shift and rate of pay). Unless agreed to otherwise, such return shall be to the Department, job classification and shift which the officer formerly held and at the current rate of pay in effect under this Agreement.

## **ARTICLE XXVII**

### **SAFETY AND HEALTH**

27.01 Responsibilities - The City and the Union agree that the safety of the covered employees is the mutual concern of both parties and should be addressed in this Agreement.

27.02 Protective Equipment - Protective equipment shall be provided by the City, when the City determines the equipment to be reasonably necessary to protect its bargaining unit employees from injury, or safety and health hazards. Such protective equipment shall be adequate to meet its intended purpose, however, such protective equipment, or the absence thereof, shall not constitute a failure to meet any specific Worker's Compensation or O.S.H.A. safety standards.

27.03 First Aid Kits - Fully supplied first aid kits shall be made available in locations where determined by the City to be reasonably necessary.

27.04 Reporting - all covered employees shall promptly report in writing, within twenty-four (24) hours, to their management supervisor any unsafe working conditions. In order to provide necessary information for the certification of workers' compensation claims, unless the covered employee is hospitalized, all covered employees involved in an accident on the job shall report in writing such accident to their management supervisor within forty-eight (48) hours after such occurrence. If circumstances make it impossible to do so, the written report shall be submitted as soon as is reasonably possible thereafter, including the reason(s) why the report was not filed within forty-eight (48) hours. The supervisor shall fill out a written supervisor's report on all reported accidents. Upon request by the covered employee or the Union, a copy of said report shall be furnished.

27.05 Civilian Riders - Officers will normally be notified of the City's intent to assign a civilian rider twenty-four (24) hours in advance. The desires of each individual officer regarding civilian riders will be taken into account. In special situations, officers may be assigned civilian riders without twenty-four (24) hours notice.

27.06 Medical Exams - upon providing notification and reason to the employee, a medical examination may be requested or required by the City at the time of initial hiring or, as a result of an accident, injury, or serious illness involving a bargaining unit employee. Said exam, if requested or required by the City, shall be at no loss of pay or benefits or cost to said employee. The covered employee and the City shall be given, within forty-eight (48) hours of an examination, a full copy of said exam and complete access to its results and interpretations. Prior to any fitness for duty examination required by the City, the employee will be notified of such reason which shall include evidence of actual impairment to job performance. On an annual basis, the City shall provide hearing tests to bargaining unit employees.

## **ARTICLE XXVIII**

### **LABOR-MANAGEMENT COMMITTEE**

28.01 In the interest of sound labor relations, the parties agree to the creation of a joint committee of no less than four (4) nor more than six (6) members, half of whom shall be from the City and half of whom shall be from the Union, for the purpose of discussing subjects of mutual concern. Such committee shall have the express purpose of building and maintaining a climate of mutual understanding and will attempt to reach mutually agreeable solutions to common problems. Such meetings shall not be open, but minutes shall be taken unless both

parties agree otherwise. To provide for productive meetings, the parties agree that they will exchange topic agendas at least twenty-four (24) hours in advance of any meeting. Once either party has made a request for such a labor-management meeting, such meeting shall be scheduled as soon after the request as is practicable. Employee members of the committee shall not lose any straight time pay or benefits as a result of their participation on the committee while on duty.

## **ARTICLE XXIX**

### **LIGHT DUTY**

29.01 The City shall consider, on a case-by-case basis, an employee request for assignment to light duty in accordance with the following provisions. Such a light duty assignment, if approved, shall be considered temporary in nature and in no event shall exceed one hundred and eighty (180) days.

29.02 In order to be considered for a light duty assignment, an affected employee shall make written application to the Police Chief, accompanied by a written certification by a licensed physician to the effect that the affected employee's physical/mental condition is such to warrant a temporarily reduced work load. Upon receipt of such an application, the Police Chief will review the matter with the Mayor and give the applicant a response at the earliest possible date.

29.03 Approval of a light duty assignment request is solely a matter of administrative discretion vested in the Mayor and Police Chief. Further, the approval of a light duty assignment shall not be made in lieu of an affected employee's disability retirement, if such is warranted by the employee's condition. Any and all such requests are effective only with the approval of both the Police Chief and the Mayor and not more than two (2) bargaining unit members may be granted a light duty assignment at any given time. During the period of a light duty assignment, an affected employee may be assigned to non-law enforcement duties. At the end of the one hundred and eighty (180) day light duty assignment (or sooner, if so determined by the employee's physician or at the discretion of the Police Chief and Mayor), an affected employee shall either be returned to regular duty, placed on regular sick leave if he has sick leave credit available, or given a disability separation.

## **ARTICLE XXX**

### **MISCELLANEOUS PROVISIONS**

#### 30.01 Yearly (Full 12 Month) Shift Assignment

Yearly shift assignments shall be made by the Chief of Police and preference by seniority, as is the current practice (dream sheet), shall be considered to the extent reasonably possible. Unless emergency or exigent circumstances exist, as demonstrated by the City, the City shall not schedule officers to work "quick turn" shifts whereby adequate time-off between shifts worked is not provided. A "quick turn" shall be defined as a shift scheduled sooner than twelve (12) hours prior to the end of the previously scheduled shift for the officer in question. This provision may be waived in special circumstances by agreement of the officer and the OPBA.

After a non-probationary officer has been assigned a shift according to the yearly sign-up procedure, the City may change his/her shift assignment for legitimate operational

reasons as demonstrated by the City. Such shift changes shall not be arbitrary. If a non-probationary officer's shift is changed, he/she shall be notified of the reason for the change and why he/she was selected. If a non-probationary officer is to be assigned a different shift for reasons of conduct or performance, before the shift change occurs, the officer shall have been given a notice and a prior reasonable opportunity to address his/her conduct or performance as they may relate to the reason for the change.

30.02            Assignment Procedure (Excluding Yearly Shift Assignments)

1.        Requests For Consideration

A.        Assignments for vacancies and/or newly created assignments, hereinafter called a vacancy, in the Division of Police may be filled after the notification process as set forth herein. When a vacancy occurs, if it is to be filled, it shall be posted on the bulletin boards provided as far in advance as possible to allow the employee an opportunity to submit his/her request for assignment to the vacancy. Such posting shall generally define the nature of the assignment vacancy and the basic qualifications necessary for the assignment, which will be consistent with previous similar postings, to the greatest extent practicable, subject to the operational authority of the Chief of Police and the needs of the Department.

B.        Notice of a vacancy shall be posted on all bulletin boards for at least seven (7) consecutive calendar days. An employee may submit a request for any of the vacancies in the division for which he/she is eligible. All requests submitted shall be accepted by the Chief of Police for consideration.

C.        In cases of emergency, as determined by the Chief of Police and/or the Mayor, immediate temporary assignments to vacancies may be made.

2.        Filling Vacancies

It shall be the prerogative of the Chief of Police to select the applicant who is to fill the vacancy. Qualifications, competence and seniority shall be given fair consideration by the Chief of Police in selecting officers to fill these vacancies.

The purpose of the posting process is to guarantee the right of each officer to make his assignment preference known to the Chief of Police. It is not intended nor can it be used to guarantee that the individual preferences of officers will always be honored.

The requirement that a request list be prepared and posted shall not in any way abridge or diminish the authority regarding the stationing and transfer of officers given to the Chief of Police, by the City, or by Section 737.06 of the Ohio Revised Code. That is, the Chief of Police shall have the right to make immediate assignment, reassignment and/or removal from assignment where he deems such to be necessary for the operation of the Department.

30.03            Temporary Work Assignments and/or Temporary Shift Assignments

Temporary work assignments and/or temporary shift assignments in no case should exceed the effective starting date of the next dream sheet or six (6) months, whichever occurs sooner.

30.04        Training

When training opportunities are available, equal access will be provided on the basis of needed skills, job assignment, seniority and past training. Every six (6) months a training schedule shall be posted and officers may sign up by preference. Training sessions for which short notice is received shall be posted upon receipt. The decision of the Chief of Police as to the selection of the person or persons who shall attend said course or seminar shall be final and not a subject of grievance under this Agreement unless a continued pattern or practice of denial for a particular employee is contended.

30.05        Badge Numbers

Badge numbers shall be reissued once per year to reflect seniority position of the officers, with the lowest badge number to go to the most senior officer.

30.06        Trading Days Off

With permission of the appropriate Shift Commander, police officers shall be allowed to trade days off with other officers within the same Department division who are able to do the work of the officer requesting the change. Permission shall not be unreasonably denied. However, no form of paid leave may be used to complete traded shifts without the permission of the Chief of Police.

30.07        Extra Jobs

All police-related extra jobs will be approved by the Chief of Police. The assignment of police-related extra jobs will be equalized annually in so far as feasible. Extra jobs are those off-duty police-related assignments that may be referred to the Department by outside agencies or employers.

30.08        Conventions

The Chief of Police shall give consideration to change in assignments to allow two (2) delegates to go to the state and national conventions, not in excess of three (3) working days for state meetings and five (5) working days for national conventions. Schedule changes will be at the discretion of the City and the meetings under this section shall not exceed two (2) per year.

30.09        Litigation

The City shall maintain police professional liability insurance during the term of this contract if such insurance is available to the City.

30.10        Time Limits

Disciplinary correspondence or actions by the City resulting in the suspension of covered employees will not be used or considered against said employees in excess of twenty-four (24) months from the date of such correspondence or action, provided however, that if an equally serious or more serious offense by such employee occurs within the twenty-four (24)

month period, said period shall be automatically renewed for one (1) additional twenty-four (24) month period for all offenses having occurred within said period beginning with the effective date of the most recent offense. In cases involving possible discharge, the City shall have the right to present as evidence an employee's entire prior disciplinary record. That is, in possible discharge cases, no time limits on the use of disciplinary correspondence or records of disciplinary actions shall apply.

It is mutually agreed that, in matters of progressive discipline, after more than one (1) year from the date of issuance, disciplinary correspondence for written warnings and reprimands due to unrelated offenses shall be considered to be of less consequence than current correspondence. However, subject to the above paragraph, disciplinary correspondence for written warnings and reprimands due to the same or similar offenses shall be considered to be of equal consequence when compared with current correspondence.

### 30.11 Promotional Process

1. At the time of the submission of a request for a promotional exam by the Mayor to the Civil Service Commission, the Mayor shall refer the matter of testing in the areas listed in item 3, below, to the Labor-Management Committee for the purposes of providing the Committee the opportunity to assist the Civil Service Commission to establish the testing framework based on the most recent trends in law enforcement.

2. The Chief of Police, who shall serve as a member of the committee, shall be given the opportunity to present his recommendations in the areas listed in item 3, below, relating to testing, to the Labor-Management Committee, which the Committee shall then consider.

3. The areas of recommendation for promotional testing subject to review and recommendation by the Labor-Management Committee shall be limited to the following aspects of the promotional process:

(a) Whether or not a written test will be given.

(b) If a written test is to be given, the percentage weight it should be assigned in determining the final score of each candidate/applicant.

(c) Whether or not an assessment process should be included as part of the promotional examination procedure.

(d) If an assessment process is included, the percentage weight it should be assigned in determining the final score of each candidate/applicant.

(e) Seniority credit and length of service.

(f) Education requirements.

4. Once the Labor-Management Committee has reviewed the Chief's recommendations and has determined the final recommendations it desires to make in the areas listed in item 3, above, the Mayor shall officially transmit the Committee's recommendations to the City's Civil Service Commission for validation.

5. Any recommendations made by the Labor-Management Committee shall pertain to the currently proposed promotional exam only and shall not be considered to be binding on the Labor-Management Committee for future promotional testing.

6. The Committee shall endeavor to complete its evaluation of the Chief's recommendations and transmit its own recommendations to the Civil Service Commission no later than thirty (30) days after the matter has been referred to the committee by the Mayor.

7. This provision is intended only to provide a joint recommendation process for the parties to this labor agreement regarding promotional testing. It does not replace, reduce or eliminate any authority which the Chief of Police, Mayor or City may have or be granted relating to the Civil Service Commission promotional testing process.

30.12 Seniority

Employees will not lose seniority when absent due to illness or injury upon return to work as long as the individual has remained a City employee during the entirety of the absence. Seniority can be earned only for actual employment.

**ARTICLE XXXI**

**SAVINGS CLAUSE**

31.01 If any Article or Section of this Agreement or any Addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any Article or Sections should be restrained by such tribunal, the remainder of this Agreement shall not be affected and shall remain in full force and effect for the contract term.

Both parties agree that a good faith effort shall be made to re-negotiate a replacement clause, if appropriate and necessary.

**ARTICLE XXXII**

**TOTAL AGREEMENT**

32.01 The parties acknowledge that during negotiations which resulted in this Agreement, each had unlimited right to make demands and proposals on any subject not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union.

**ARTICLE XXXIII**

**SUBSTANCE TESTING**

33.01 Drug and alcohol screening/testing shall be conducted upon reasonable suspicion which means that the Employer possesses facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the use of illegal drugs or improper use of alcohol. Drug screening/testing shall be conducted solely for administrative purposes and the

results obtained shall not be used in any criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party. The third party prohibition shall not apply in the conduct of official City business. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the test results.

33.02 All drug and alcohol screening tests shall be conducted by medical laboratories licensed by the State of Ohio. The procedure utilized by the test lab shall include a chain of custody procedure and mass spectroscopy confirmation of any positive initial screening.

33.03 Drug screening tests shall be given to employees to detect the illegal use of a controlled substance as defined by the Ohio Revised Code. If the screening is positive, the employee shall be ordered to undergo a confirmatory test of blood by the gas chromatography-mass spectrophotometry method which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory licensed by the State of Ohio of his choosing, at his expense. This test shall be given the same evidentiary value of the two (2) previous tests. If at any point the results of the drug testing procedures conducted by the City specified in this article are negative, (employee confirmatory tests not applicable) all further testing and administrative actions related to drug/alcohol testing shall be discontinued. Negative test results shall not be used against an employee in any future disciplinary action or in any employment consideration decision.

33.04 Upon the findings of positive test results for an illegal controlled substance by the chemical tests, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, an employee who has tested positive for the presence of illegal drugs pursuant to this section shall be referred to an employee assistance program or detoxification program as determined by appropriate medical personnel on drug and alcohol counseling unless the employee has previously tested positive for the use of drugs, refuses to participate in the EAP or counseling, or some other unusual and/or exceptional facts exist so as to bypass the EAP, in which case the Employer may have the right to disciplinary action. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, personal days, holiday time or compensatory time for the period of the detoxification program. If no such leave credits are available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrates the employee is no longer illegally using a controlled substance, the employee shall be returned to his position. Such employee may be subject to periodic retesting at the discretion of the Employer upon his return to his position. Any employee in the above-mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed 90 days.

33.05 If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within eighteen (18) months after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action. Except as otherwise provided herein, costs of all drug screening tests and confirmatory tests shall be borne by the Employer. For the purpose of this

article, "periodic" shall mean not more than three (3) times per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use.

33.06 No drug testing shall be conducted without the authorization of the Chief of Police or his/her designee. If the Chief or designee orders, the employee shall submit to a toxicology test in accordance with the procedure set forth above. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action and the provisions of Sections 33.01 through 33.08 shall apply and be enforced as if the criteria for a positive test result have been met. Records of drug and alcohol testing shall be kept in the office of the Chief of Police and shall be kept confidential except as provided by the Ohio Public Records laws, however, test results and records may be used in future disciplinary actions as set forth in the article.

33.07 The employee and the OPBA shall be given a copy of the laboratory report of both specimens before any discipline is imposed.

33.08 Employees that purposely make false accusations pursuant to this section shall be subject to discipline including but not limited to discharge. Records of disciplinary action or rehabilitation resulting from positive test results may be used in subsequent disciplinary actions for a period of four (4) years.

**ARTICLE XXXIV                      TERM OF AGREEMENT AND SIGNATURES**

34.01 This Agreement shall be effective January 1, 2015 and shall continue in effect through December 31, 2017. Either party may serve written notice to the other of its intentions to open negotiations to terminate, modify or negotiate a successor collective bargaining agreement, at least ninety (90) days prior to December 31, 2017.

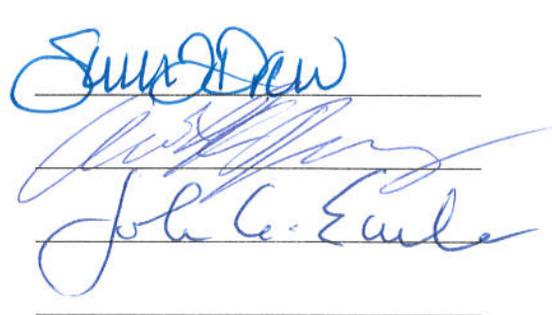
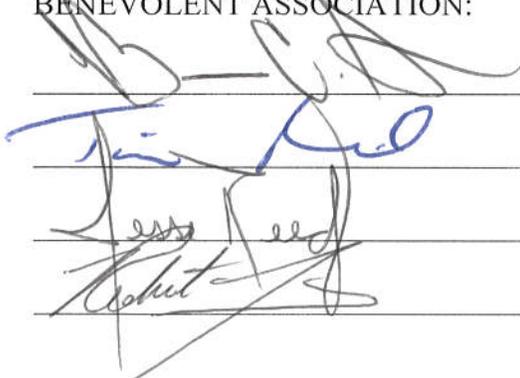
IN WITNESS WHEREOF, the parties hereto affix their signatures this 16<sup>th</sup> day of December, 2015.

Union

City

OPBA  
FOR THE OHIO PATROLMEN'S  
BENEVOLENT ASSOCIATION:

FOR THE CITY OF STOW:



## MEMORANDUM OF UNDERSTANDING - OVERTIME POLICY

The parties agree to enter into this memorandum of understanding (Memorandum) regarding overtime procedures, requirements and equalization. This Memorandum shall automatically expire at the end of the three-year contract, December 31, 2017, or when the parties ratify and execute a successor Agreement, whichever is later. It shall be continued in a successor contract only by mutual agreement between the parties.

Overtime shall be equitably distributed annually on a normal rotational basis in accordance with Article XIII of the 2015 labor agreement between the City of Stow and the OPBA. The procedures for charging overtime shall be as follows:

Note: Overtime lists are only for overtime assignments of four hours or more.

- 1) For immediate need overtime (when the assignment is to occur 24 hours or less in the future), the concept of charging/refusal of overtime for missed calls is hereby eliminated. When an overtime assignment in this category is to be filled, the supervisor will contact successive officers in name order from a prepared roster of officers until one is found to fill the needed overtime slot. If an officer cannot be immediately contacted, the supervisor simply moves on to the next name on the rotating list. No messages will be required to be left, no officers will be given the opportunity to call back and no overtime charges or refusals will be entered on the record. The roster will be followed in order until the need is filled. For the next available assignment, the supervisor will again commence contacting officers in succession beginning with the first name which is next on the rotating list until the assignment is filled.
- 2) For advance scheduled overtime (more than 24 hours in advance), the Police Department will continue to use past practice, including charging. Note that all use of Golden Days will be considered as part of the advance scheduled overtime list and the resultant overtime will be charged accordingly. The three successive call requirement is eliminated.
- 3) Regarding the advance scheduled overtime list, officers shall not be charged for:
  1. Court time
  2. Late arrests or late calls
  3. Early call-in on officer's shift
  4. Holdover on officer's shift
  5. Late R/Ss from previous shift or next shift
  6. Need due to busy shift, major incident, bad roads or accident
  7. Immediate need and hours are under four (4)
  8. Time when officer is on sick, vacation, holiday or comp. time
  9. If on day off with approved time off in succession
  10. Special fields such as Detective Bureau, DARE, Technical Investigations
  11. Scheduled time for court if called in to work another shift

The overtime lists shall not apply or be required to be used by the City unless the overtime assignment is for four (4) hours or more.

Special lists are established as mutually agreed.

Officers will normally not be asked to work for more than sixteen (16) hours straight.

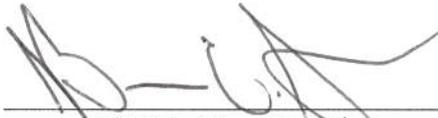
As long as it is not done to avoid the overtime list, if a shift is accepted by an officer, the officer can offer part of the shift to another officer, however, the original accepting officer is still charged for the overtime.

The City has the right to depart from the normal overtime rotation, which is described in this Memorandum, but only for legitimate operational reasons. The intent of the parties is that this overtime policy Memorandum shall be strictly adhered to. The City will not arbitrarily depart from the normal overtime rotation.

Requests for clarification to this policy shall be referred to the Labor-Management Committee. Future changes to the foregoing policy, if any, shall be established only by mutual agreement of the parties.

Approved by:

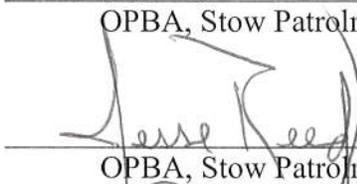
  
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OPBA, Stow Patrolmen

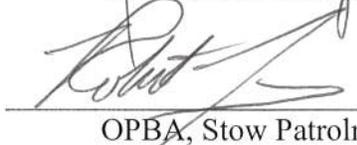
  
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OPBA, Stow Patrolmen

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Date

## MEMORANDUM OF UNDERSTANDING - COMPENSATORY TIME POLICY

The parties agree to enter into this Memorandum of Understanding ("Memorandum") regarding the accrual and the use of compensatory time. This Memorandum shall be effective upon ratification by both parties and shall automatically expire at the end of the three-year contract, December 31, 2017, or when the parties ratify and execute a successor agreement, whichever is later. It shall be continued in a successor contract only by mutual agreement between the parties.

1. Officers working overtime shall have a choice of payment in cash or compensatory time for overtime except as specified in paragraph 4 of this Memorandum. Compensatory time accumulation shall be limited by a "rolling" cap of 100 compensatory time hours. An officer's overtime hours exceeding 100 compensatory time hours will be paid in cash. No new compensatory time can be earned if an officer is at the 100 compensatory time hour cap.

a. Employees shall be allowed to cash out compensatory time up to four (4) times per calendar year in accordance with procedures outlined by the Police and/or Finance Departments.

b. Compensatory time-off taken in accordance with paragraph 4, below, may be taken in one (1) hour increments, however, the three (3) hour minimum overtime guarantee for the employee who works in place of the employee taking the time-off shall not apply (i.e., Agreement Section 13.03). Only actual time worked shall be compensable.

2. An officer may request compensatory time off without prior notice. If the compensatory time is to be taken off within 24 hours of the officer's request, and time off will not create overtime, and the department determines that manning, operational and scheduling requirements allow the time to be taken off, the officer shall be granted the compensatory time off.

3. If the officer's request is for compensatory time to be taken off more than 24 hours after his request, the compensatory time will be provisionally approved and the department's determination of whether the officer's request for compensatory time will create overtime, or whether manning, operational and scheduling requirements will allow the time to be taken off, shall be made no later than 24 hours prior to the time the officer's compensatory time is to begin. If the officer's request for compensatory time is not denied at least 24 hours prior to the time the compensatory time off is to begin, the officer's request for compensatory time shall be considered granted.

4. Employees shall be entitled to take compensatory time for up to five (5) days (Golden Days) in a calendar year at the employee's option, excluding emergencies, without regard for whether the absent employee's position must be filled with an employee earning overtime. This provision may not be utilized for any situation below minimum staffing levels as determined by the Chief of Police. At no time and in no situation can the use or request for use of Golden days by any officer be construed as

requiring, authorizing or necessitating the City to operate on any shift at any time with less than the number of officers that are required to actually be on duty to meet the City's minimum shift staffing requirements and/or standards as determined by the Chief of Police. Requests for such time off must be submitted at least 72 hours prior to the requested day. This time requirement may be waived by the Chief of Police if warranted in the interests of the Police Department, as long as the limitation of up to five (5) days in this paragraph is not exceeded. (For the 2015, 2016 and 2017 calendar years only, this maximum limit in any case shall be increased to six (6) days. After 2017, the limit shall again be five (5) days.)

5. The employee requesting a regular Golden Day off (as described in paragraph 4, above) will be permitted to find an employee to replace them for up to eight hours as long as the proper charge to the overtime list is immediately made and a non-productive or unfair distribution of overtime opportunities is not evident or practiced. If no employee can be found to fill the absent employee's shift by the requesting officer, the Employer shall have the right to assign overtime at its discretion and the Golden Day time-off will not be granted by the City. In the event an employee works for an employee on approved compensatory time which causes overtime, the employee who works shall be paid overtime and shall not have the right to elect compensatory time in lieu of paid overtime. All other requests for compensatory time shall be determined in accordance with parties' Memorandum of Understanding.

6. The Union agrees to waive any federal or state rights under wage and hour laws regarding the department's decision not to grant compensatory time off if it results in overtime unless such rights are not permitted to be waived. In addition, the Union recognizes that if a persistent pattern develops, wherein after confirming an officer's compensatory time off other officers then take sick time or other time off that creates overtime, the parties will negotiate adjustments in the notice requirements of this policy.

7. Officers will be allowed to use earned and unused Golden Days remaining to their credit in a calendar year as long as all conditions herein in this MOU are met. Also, bid vacation time always takes precedence over the use of Golden Days. Emergency situations and/or legitimate public safety concerns always take precedence over the use of Golden Days.

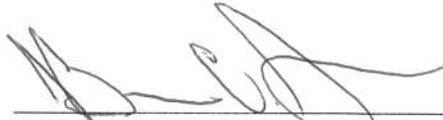
8. Beginning of the Year Vacation Picks: For the 2016 and 2017 calendar years only, a combined maximum total of three (3) "vacation pick" Golden Days for the two-year period will be made available to each employee. Such "vacation pick" Golden Days shall be eligible to be used solely in the first three rounds of vacation picks (selections), if needed, for the purpose of completing the employee's vacation pick when it would otherwise not be approved due to the incurrence of overtime for that officer's potential absence during his/her desired vacation pick period in the first three rounds. No more than a grand total of two "vacation pick" Golden Days of the three (3) available over the two-year period may be used by any employee in a single calendar year, either 2016 or 2017. Any such Days may be applied to a vacation pick only once when used (whether one or two days are used) in a calendar year and those not needed automatically expire and are no longer valid if not used as part of the beginning of the year vacation pick process in 2016 and 2017. Such combined total of three (3) "vacation pick" Golden

Days will be in addition to the regular Golden Days described above in paragraph 4. and can be used for no other purpose than that described in this paragraph.

**Note:** Employees will be able to use earned but unused vacation and/or personal holiday hours in place of compensatory time as authorized in Section 4., herein, except that four (4) Golden Days of each year can be taken by using compensatory time, vacation or personal holiday hours. Two (2) Golden Days can be taken by using compensatory time only and no other time-off.

Approved by:

  
CITY OF STOW

  
OPBA, STOW PATROLMEN

  
CITY OF STOW

  
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