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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.

AND



THE CITY OF NEW PHILADELPHIA
PATROL OFFICERS/CAPTAINS & SERGEANTS/
JAILER-DISPATCHERS

EFFECTIVE: January 1, 2016
EXPIRES: December 31, 2018

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ARTICLE 1 AGREEMENT/PURPOSE

Section 1.1. This Agreement entered into by the City of New Philadelphia, hereinafter referred to as the "Employer," and FOP/Ohio Labor Council, Inc., hereinafter referred to as the "OLC," or the "FOP," has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code, and to set forth in entirety, the full and complete understandings and agreements between the Parties governing the wages, hours, terms and other conditions of employment for those employees included in the Bargaining Units as defined herein.

Section 1.2. The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or regulation from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of those rights and opportunities are set forth in the Agreement. The provisions of this Agreement constitute the entire Agreement between the Parties.

ARTICLE 2 RECOGNITION

Section 2.1. The Administration recognizes the FOP/Ohio Labor Council as the sole and exclusive bargaining representative for all full-time employees in the City of New Philadelphia Police Department in the following three Bargaining Units: (1) Employees in Bargaining Unit #1 include the Patrol Officers, any patrol officers assigned to any specialty position, employed by the Police Department of the City of New Philadelphia, (2) Employees in Bargaining Unit #2 include the Captains and Sergeants employed by the Police Department of the City of New Philadelphia, and (3) Employees in Bargaining Unit #3 include the Jailer-Dispatchers and any full-time Parking Meter Officers employed by the Police Department of the City of New Philadelphia.

Section 2.1. A. All other employees of the Police Department not specifically included in these Bargaining Units are excluded. For the purposes of this contract, all members of the above described Bargaining Units may be referred to hereinafter as (member) or (employee). This contract is intended as a multi-unit agreement and is independently applicable to all three (3) of the above described Bargaining Units.

Section 2.2. In the event of a dispute between the Parties as to future inclusions or exclusions from the units resulting from the establishment of new or changed classifications or titles, either Party to this Agreement may apply to the State Employment Relations Board for resolution of the dispute.

Section 2.3. Except in emergency circumstances, work normally performed by Bargaining Unit members shall first be offered to Bargaining Unit members. For purposes of this section the term "emergency circumstances" shall be defined as

including any time a State of Emergency is declared by the President of the United States, the Governor of the State of Ohio, the Mayor, the Police Chief, the Fire Chief of the City of New Philadelphia, or the Sheriff of Tuscarawas County.

ARTICLE 3 DUES DEDUCTION - UNION SECURITY

Section 3.1. The Employer agrees to deduct from the wages and salaries of the Bargaining Unit members' dues required by the FOP/OLC by payroll deduction. All members of the Bargaining Unit either shall become dues paying members of the FOP/OLC, or as a condition of continued employment, remit to the FOP/OLC a fair share fee in the amount set by the FOP/OLC per person per month in accordance with the provisions of ORC 4117.09 (c), starting the sixty-first (61st) day of employment with the Employer or execution date of this Agreement, whichever comes later.

Section 3.2. Dues and Fair Share Fees shall be paid over by the employee once each month to the FOP/OLC at 222 East Town Street, Columbus, Ohio 43215-4611, or such address as set by the FOP/OLC from time to time.

Section 3.3. An employee shall have the right to revoke such authorization by giving written notice to the Employer and the FOP at any time during this Agreement, and the authorization card shall state clearly on its face the right of employee to revoke during that period.

Section 3.4. The Employer's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization, or upon termination of employment or transfer to a job classification outside the Bargaining Unit.

Section 3.5. The FOP will indemnify and hold the Employer harmless from any action growing out of deductions hereunder and commenced by an employee against the Employer.

Section 3.6. All Bargaining Unit employees who are not members of the FOP/Ohio Labor Council shall pay a fair share fee to the FOP in the amount of employee dues as set by the FOP/OLC from time to time. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the FOP of fair share fees shall be made in accordance with the regular dues deductions as provided herein.

ARTICLE 4 MANAGEMENT RIGHTS

Section 4.1. The Employer's exclusive rights include, but shall not be limited to the following, except as expressly limited by the terms and set forth in this Agreement:

- A. Determine matters of inherent managerial policy, which include, but are not limited to areas of discretion or policy such as the functions and programs of the

public employer, standards of services, its overall budget, utilization of technology, and organizational structure.

- B. Direct, supervise, evaluate, or hire employees.
- C. Maintain and improve the efficiency and effectiveness of governmental operations.
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted.
- E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees.
- F. Determine the adequacy of the work force.
- G. Determine the overall mission of the Employer as a unit of government.
- H. Effectively manage the work force.
- I. Take actions to carry out the mission of the public employer as a governmental unit.

Section 4.2. Nothing in this Agreement shall operate, or be interpreted to operate, in any fashion, which impairs the Employer's rights as outlined above. The Employer specifically reserves all rights and privileges not specifically identified or impaired in any Article of this Agreement.

ARTICLE 5 CONFLICT AND AMENDMENT

Section 5.1. Should any provision or provisions of this Agreement be invalid by operation of law or be declared invalid by any tribunal of competent jurisdiction, or found to be in conflict with State and Federal Laws where prohibited, all other provisions of this Agreement shall remain in full force and effect.

Section 5.2. Should any provision or provisions of this Agreement be invalidated as outlined above and upon written request by either Party, the Parties shall meet within thirty (30) days to renegotiate replacement language.

Section 5.3. This Agreement may not be amended during its term except by mutual agreement. Either Party may propose an amendment or amendments by so certifying in writing to the other Party. Negotiations on the proposed amendment or amendments shall commence within thirty (30) days of such notification. If no settlement is reached, the provisions of this Agreement shall remain in effect.

Section 5.4. The Parties intend this Agreement to supersede and replace any state and local laws on the subjects covered by this Agreement. Where this Agreement makes no specification about a matter or matters, the provisions of applicable law shall prevail.

**ARTICLE 6
LABOR-MANAGEMENT COMMITTEE**

Section 6.1. The Labor Management and Safety Committee shall consist of the Mayor or his designee, Safety Director or his designee, The Chief of Police or designee, and two (2) members of the Bargaining Unit. Both the City and the Union may have one (1) non-employee representative attend and participate in meetings on their behalf. It is mutually agreed that this committee shall meet on a quarterly basis or as mutually agreed, after a written request from either Party for the purpose of:

- A. To disseminate general information of interest to the Parties.
- B. To give the FOP Representatives the opportunity to share the views of their members and/or suggestions on the subjects of interest to their members.
- C. To discuss ways to improve efficiency within the Department.
- D. To promote harmonious relations between the City and the FOP in the best interest of the community.
- E. To discuss safety and health issues of the Department.

Section 6.2. Occupational safety and health is a mutual concern of the FOP and the Employer. The FOP will cooperate with the Employer in encouraging employees to comply with applicable safety rules, regulations, and common knowledge safety standards of the law enforcement industry. The Employer agrees to operate and maintain a safe working environment for all Bargaining Unit members.

Section 6.3. All Bargaining Unit members shall report, in writing, all unsafe conditions relating to Police operations to the Chief of Police. No Bargaining Unit member shall be subject to any disciplinary action for such reporting.

Section 6.4. If the unsafe condition remains uncorrected after five (5) calendar days from the date upon which it was reported to the Chief of Police in writing, it may be subject to the Grievance and Arbitration procedure of this Agreement.

Section 6.5. The FOP recognizes the right of the Employer to establish and change safety rules. Any new or changed rule(s) will be first communicated to the Labor Management and Safety Committee for discussion if time permits.

Section 6.6. No Bargaining Unit member shall lose any time for attending any Labor-Management Committee meeting(s) which is held during normal working hours.

**ARTICLE 7
BULLETIN BOARD**

Section 7.1. There shall be established and maintained for the duration of this Agreement an FOP Bulletin Board on the station premises. It shall be an enclosed and secure structure with a clear glass front. It will be available to authorized FOP

representatives to post notices of general and business nature of the FOP membership and other department employees who may have an interest.

ARTICLE 8 NONDISCRIMINATION

Section 8.1. The Parties agree that neither the Employer, nor the FOP, shall discriminate against any individual on the basis of his/her membership or participation in FOP matters, and if such a violation should occur, the aggrieved party may utilize either the grievance procedure in this Agreement or pursue an unfair labor practice charge with the State Employment Relations Board, but not both. Both Parties further agree that they shall not discriminate against any individual on the basis of race, color, ancestry, disability, military status, age, sex or national origin.

ARTICLE 9 SENIORITY AND ASSIGNMENTS

Section 9.1. For the purpose of this Agreement, seniority shall be defined as total continuous service in the City's Police Department. Continuous service shall not be considered broken due to City-approved absences caused by occupations or non-occupational leaves of absence per this Agreement.

Section 9.2. In all matters wherein the Employer shall give consideration and evaluation for two (2) or more employees on a competitive basis in regards but not limited to shift selection, job vacancies, and vacation selection, such evaluation will be made on the basis of seniority. Seniority shall be based upon the original date of hire. Provided, however, that employment as a dispatcher shall be utilized only in determining seniority as a dispatcher. Provided further, that rank seniority shall govern shift selection by Captains and Sergeants. Should two (2) or more employees have the same date of hire, the evaluation will be additionally made on the basis of the Civil Service test scores, with the highest score given priority. In those cases, where two (2) Civil Service test scores are the same, the decision will be made by flipping a coin.

Section 9.3. When a vacancy occurs in the positions of detective(s), detective captain, canine officer(s), tactical response officer(s) negotiator(s), special underwater dive team member(s), drug enforcement officer(s) or school resource officer(s), the Chief of Police will post a notice for a minimum of seven (7) days prior to filling of either position. The Chief of Police shall take into consideration seniority, personal qualifications, competence, community specific knowledge, personnel records, and merit in assignment to the position, and the recommendations of all of the Captains. The Chief of Police shall have sole discretion in filling the positions and shall not be subject to Article 10, the Grievance procedure.

Bargaining Unit members who have successfully completed their probationary period may submit in writing a request for consideration to the position(s). Said request shall list years of service, special training or qualifications and any personal data that should

be considered in qualifying them for consideration. Requests for consideration shall be maintained by the Chief of Police for a period of one year in case a vacancy occurs.

A job description and duty assignment, as adopted by the New Philadelphia Police Department, shall accompany the departmental job posting.

This section shall not void any portion of Article 9, Section 2 with respect to shift selection, vacation selection and other vacancies in duty assignments.

ARTICLE 10 GRIEVANCE PROCEDURE AND DEFINITIONS

Section 10.1. The term "grievance" shall mean an allegation by a Bargaining Unit employee that there has been a breach, misinterpretation, or improper application of this agreement.

Section 10.2. A grievance may be filed by any member of the Bargaining Unit. Where a group of Bargaining Unit members desire to file a grievance involving a situation affecting more than one member of the Bargaining Unit in a similar manner, one member selected by such a group shall process the grievance. Such grievance shall be defined as a group grievance. The grievance procedure outlined in Section 10.6 shall be used throughout.

Section 10.3. All grievances must be submitted, processed, and answered at the proper step in the grievance progression to be considered at the next step. Any grievance that is initiated beyond the time frames establish in this Article shall be considered waived and void. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step.

Time limits set forth herein may only be extended by mutual agreement of the Parties. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer or his designee within the stipulated time limits shall be considered to have been denied and may be appealed to the next step in the grievance procedure consistent with the procedures outlined herein.

Section 10.4. Written grievances must be filed on the form provided by the FOP and shall contain, but not be limited to, the following information:

1. Date and time grievance occurred
2. Description of incident giving rise to the grievance
3. Articles and sections of the agreement involved
4. Relief requested
5. Signature of the employee

Section 10.5. Disciplinary grievances involving suspension, reduction in rank or discharge, are to be appealed directly to Step 2 of the grievance procedure and are subject to final and binding arbitration. All other grievances related to disciplinary action are to be filed at Step 1, and are not subject to final and binding arbitration and may be appealed only up to Step 3.

Section 10.6. The following steps shall be followed in the processing of a grievance.

- Step 1 Within ten (10) working days of the incident, or within ten (10) working days of the date the aggrieved employee should reasonably have had knowledge of the incident which gave rise to the grievance, the aggrieved employee shall submit his written grievance to the Chief of Police, who shall indicate the date and time of receipt of the grievance, and affix his signature to the grievance form. The Chief of Police shall respond in writing to the grievant within ten (10) working days of receipt of the grievance.
- Step 2 A grievance unresolved at Step 1 may be submitted by the grievant to the Director of Public Safety within ten (10) working days from receipt of the Step 1 answer. It shall be the responsibility of the Director of Public Safety to investigate the matter, hold such hearings as necessary, and to provide a written response to the grievant within ten (10) working days of receipt of the grievance.
- Step 3 A grievance unresolved at Step 2 may be submitted by the grievant to the Mayor of the City of New Philadelphia or his designee within ten (10) working days of receipt of the Step 2 answer. The Mayor or his designee may meet with the grievant and a representative of the OLC, if the employee desires, within ten (10) calendar days of submission of the grievance to Step 3 to discuss the grievance. The Mayor or his designee shall provide a written response to the grievant within ten (10) working days of such meeting, or within fifteen (15) working days if no meeting is held.
- Grievances unresolved at Step 3 may be submitted to arbitration upon request of the FOP in accordance with the provisions of this Article.
- Step 4 Within thirty (30) calendar days of the Employer's response at Step 3, the FOP/OLC shall notify the Employer, in writing, of its intent to move a grievance to arbitration.

Upon receipt of the FOP/OLC's movement to arbitration, the Parties shall attempt to agree on an arbitrator. If the Parties fail to agree on an arbitrator, they shall jointly request a seven (7) member panel of Ohio-only arbitrators who have been certified by the National Academy of Arbitrators from the Federal Mediation and Conciliation

Service (FMCS). The Parties, upon receipt of the FMCS panel, shall select an arbitrator by alternately striking. Either Party may reject one seven (7) member panel each.

Section 10.7. Prior to the date of the hearing, the Parties shall attempt to agree upon a submission statement framing the issue(s) to be decided. If the Parties are unable to agree upon a submission statement, the arbitrator, prior to commencing the hearing, shall frame the issue(s) to be resolved.

Section 10.8. The arbitrator shall limit his or her decision(s) strictly to the interpretation, application, or enforcement of specific articles and/or sections of this Agreement. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement, nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issue in question. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated, or to make any award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. Absent written consent by the parties to the contrary, the arbitrator may hear only one (1) grievance at a time.

The arbitrator's decision shall be final and binding on the grievant(s), the FOP/OLC and the Employer. Further, the Parties shall request the arbitrator's decision within thirty (30) days after the conclusion of the hearing or submission of final briefs.

Section 10.9. The fees and expenses of the arbitrator shall be split equally between the City and the Union.

Section 10.10. The fees of any court reporter shall be the responsibility of the requesting Party. If the court reporter is mutually requested, or if either Party requests a copy of the hearing transcript, the Parties shall split equally the court reporter's fees.

Section 10.11. Any Bargaining Unit member whose attendance is necessary at the hearing as a grievant or witness shall not lose pay or benefits from his or her normally scheduled work hours.

Section 10.12. The Parties acknowledge that this Collective Bargaining Agreement provides for final and binding arbitration of grievances. Therefore, pursuant to 4117.10, the Employer, the Bargaining Unit members, and the FOP/OLC are subject solely to this grievance procedure for the resolution of any and all disputes which may arise in regard to the interpretation or implementation of this Agreement. The State Personnel Board of Review or the Civil Service Commission shall have no jurisdiction to receive and

determine any appeals relating to matters that are subject to this final and binding grievance procedure.

Section 10.13. For the purposes of this article, working days shall be considered to be Monday through Friday with Saturdays, Sundays, and holidays identified in this Agreement excluded.

ARTICLE 11 MINIMUM MANNING

Section 11.1. Sufficient personnel shall be maintained on duty and available for response to all emergencies and to handle the normal operations and requests for assistance.

Section 11.2. Three (3) uniformed Police Officers on any shift shall be considered to be the minimum staff.

Section 11.3. The Police Chief will be considered as the third officer when he is on his normal duty hours. The intent of this provision is to allow the Police Chief to fill in as third officer, without necessitating an overtime call-out when one (1) of the scheduled officers is temporarily unavailable as a result of court appearances, prisoner transports, or other limited assignments. It is not intended the Chief replace an officer or be scheduled as the third officer for an entire shift.

Section 11.4. The Employer will make all reasonable efforts to fill a vacancy on desk with a back-up Dispatcher/Jailer, and in the event one is not available in either four (4) hour or eight (8) hour increments, then the Employer may require the Dispatcher/Jailer on the next shift to come out four (4) hours early. All efforts will be made to fill the vacancy voluntarily by both a Dispatcher/Jailer first, or a uniformed officer second. In the event a Dispatcher/Jailer cannot be located to work the four (4) hours early, then the least senior uniformed officer able to be contacted, shall be required to fill the open slot.

ARTICLE 12 SICK LEAVE

Section 12.1. Each member of the Bargaining Unit shall be entitled for each completed eighty (80) hours of service to sick leave of four and six-tenths (4.6) hours with pay. Members may use sick leave, upon approval of the Chief, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness, injury, or death in the employee's immediate family. Under this Agreement, immediate family is defined as: mother, father, loco-parentis, brother, sister, husband, wife or child, grandparents, mother-in-law and father-in-law. Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the member's credit on the basis of one (1) hour for every one (1) hour absence from previously scheduled work. The previously accumulated sick leave of a member who has been separated from the Police Department shall be placed to his credit upon his reemployment provided that such

reemployment takes place within ten (10) years of the date on which the member was last terminated. A member who transfers from any public agency to the Police Department shall be credited with the unused balance of his accumulated sick leave.

Section 12.2. The Chief of Police shall require a member to furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician, or licensed practitioner shall be required to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action. Any use of sick leave that exceeds three (3) consecutive workdays shall require a signed certificate stating the nature of the illness from a licensed physician, or licensed practitioner shall be required to justify the use of sick leave. The City may require an employee using sick leave to be examined by a physician chosen by the City at the City's expense or by the City Nurse.

Section 12.3. In case of a death or retirement of a member, his estate or he shall be paid for all unused sick leave credits at the member's rate of pay at the time of his death or retirement as follows:

- A. Any employee, after completing a probationary period of one (1) year, shall be eligible for severance pay when they are permanently separated from the Police Department due to disability, retirement, or death.
- B. Severance pay shall be computed at a rate of seventy-five percent (75%) of accumulated sick leave, up to nine hundred sixty (960) hours i.e., $960 \times 75\% = 720$ hours.

Section 12.4. Sick Leave Abuse & Unauthorized Use:

It is the policy of the Employer to deny the use of sick leave for unauthorized use of sick leave. Unauthorized use of sick leave shall include, but is not limited to, the following:

- A. Failure to notify supervisor of medical absence.
- B. Failure to complete standard sick leave form (if properly trained to do so).
- C. Failure to provide physician's verification, return to work release or medical documentation when required.
- D. Failure to comply with the terms regarding use of sick leave.

If it is established that an employee is abusing sick leave, then corrective action steps may be implemented. The following provides examples of sick leave abuse, but is not all-inclusive or limited to these specific examples:

- A. Maintaining zero (0) leave (calling in sick with a zero balance-except long term illness/injury).

- B. Pattern abuse - inappropriate and unauthorized use or abuse of sick leave includes six (6) or more occurrences of the following examples in a twelve (12) month period. Absences supported by a physician statement shall not be included as an occurrence.
 - 1. Before or after holidays
 - 2. Before or after weekends or regular days off
 - 3. Any one specific day
 - 4. Absence following worked overtime
 - 5. Or any other approved time off before or after.

Section 12.5. Procedure for Sick Leave Abuse | Pattern Abuse Discipline.

- A. The employee's supervisor or the Director shall meet with the employee to discuss the employee's abuse of sick leave. The purpose of this meeting shall be to allow the employee the opportunity to discuss any extenuating circumstances relating to the use of sick leave.
- B. The employee shall be required to produce a physician's statement verifying illness for all subsequent illnesses after receiving a reprimand.
- C. An employee who reports off (due to personal illness or physical incapacity) shall not be able to volunteer to work overtime for sixteen (16) hours from the end of the shift that they reported off sick.

NOTE: An exception would be given if the employee is subpoenaed or directed to appear in court or any pretrial conference that is work-related.

ARTICLE 13
PROBATIONARY PERIOD

Section 13.1. Every newly-hired employee shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) calendar year. A probationary employee who has lost work time due to illness or injury shall have his probationary period extended by the length of the illness or injury. A new hire probationary employee may be disciplined, up to and including termination, at any time during his probationary period and shall have no right to appeal of the discipline under this Agreement. In all non-disciplinary matters, the probationary employee is entitled to Union representation including the Grievance and Arbitration procedure.

Section 13.2. A Bargaining Unit member who is promoted shall be placed on a promotional probationary period for six (6) months. Should the promoted Bargaining Unit member fail to satisfactorily complete the promotional probationary period he shall be returned to his original position with no loss of seniority. Said Bargaining Unit member may challenge the demotion through the Grievance and Arbitration procedure.

Section 13.3. Bargaining unit members are not eligible for any promotional advancement in rank until they have completed five (5) years of full-time continuous service with the New Philadelphia Police Department.

ARTICLE 14 LIFE INSURANCE

Section 14.1. The Employer will pay the entire cost of providing a life insurance policy for each member of the Bargaining Unit in the amount of \$30,000.00 commencing no later than June 1, 1997. The Employer may, at its discretion, allow the member to purchase additional term life insurance at the member's expense.

ARTICLE 15 SERVICE IN ARMED FORCES, RESERVE, NATIONAL GUARD

Section 15.1. The parties agree that military leave and pay shall be administered in accordance with applicable law.

ARTICLE 16 DISCIPLINARY ACTION

Section 16.1. No Bargaining Unit member shall be reduced in pay or position, suspended, removed, or reprimanded except for just cause.

Section 16.2. Where disciplinary action may result in suspension, demotion, reduction in pay, or discharge, a Pre-Disciplinary Conference shall be offered to the employee. A Pre-Disciplinary Conference Notice shall be provided to the employee at least twenty-four (24) hours prior to the date and time the Conference is scheduled, and that the Notice shall contain the following information:

- A. The time, date, and location of the hearing.
- B. A description of the allegations of wrongdoing.
- C. That the employee may appear at the hearing and present an oral or written statement in his own defense.
- D. That the employee may have a representative appear at the hearing on his behalf and present an oral or written statement in the employee's defense.
- E. That the employee may waive the hearing by providing the Employer with written notice of such waiver.
- F. That a failure to appear at the hearing shall be considered a waiver of the hearing.

Section 16.3. The Employer will notify the affected member of any changes or of any decision reached as a result of the Pre-Disciplinary Conference prior to any public statement.

Section 16.4. The principles of progressive disciplinary action will be followed where appropriate.

Section 16.5. All documented records of disciplinary actions shall be maintained in the member's personnel file throughout his period of employment, with the exception that all disciplinary records will not be used in any successful disciplinary action two (2) years after such was given if no further disciplinary action has occurred.

Section 16.6. Every member shall be allowed to review his personnel file at any reasonable time upon written request to the Chief of Police, and in the presence of the Chief of Police or his designated representative. No information that is not required by law to be disclosed shall be disclosed in response to a public request. The Employer and the Union also understand that the Employer can require any Sworn Law Enforcement Bargaining Unit member to work in an undercover or plain-clothes assignment if the need for such an investigation arises. Anytime anyone makes a public records request to receive documents from any Bargaining Unit member's personnel file, the Bargaining Unit member will receive notification of the requests, and shall, upon written request, be provided a copy of any of the documents supplied to the requesting party. Any member may copy documents in his file.

Section 16.7. If, upon examining his personnel file, any Bargaining Unit member has reason to believe that there are inaccuracies in documents contained therein, he may write a memorandum to the Safety Director explaining the alleged inaccuracy. If the Safety Director concurs with the member's contentions, he shall either remove the faulty document or attach the member's memorandum to the document in the file and note thereon his concurrence with the memorandum's contents. If he does not concur with the contentions of the member, he will attach the written memorandum to the document in the file without comment.

Section 16.8. Notwithstanding the provisions above, the Parties recognize the Employer's obligation under ORC 143, the Ohio Public Records Act.

ARTICLE 17 LIABILITY INSURANCE POLICY

Section 17.1. The Employer will maintain false arrest and professional liability insurance on all members of the Bargaining Unit in the amount of \$1,000,000.00. This coverage will protect the member from all liability, which may arise as a result of his law enforcement duties.

ARTICLE 18 VACATION

Section 18.1. All Bargaining Unit members are eligible for vacation as set forth below:

- A. Members who on the anniversary date of their employment with the City who have service with at least one (1) year but less than five (5) years shall be credited with eighty (80) hours of paid vacation leave.
- B. Members who on the anniversary date of their employment with the City who have service with at least five (5) years, but less than ten (10) years, shall be credited with one hundred-twenty (120) hours of paid vacation leave.
- C. Members who on the anniversary date of their employment with the City who have service with at least ten (10) years, but less than fifteen (15) years, shall be credited with one hundred-sixty (160) hours of paid vacation leave.
- D. Members who on the anniversary date of their employment with the City who have service with at least fifteen (15) years shall be credited with two hundred (200) hours of paid vacation leave.

Section 18.2. Days specified as holidays should not be charged to a member's vacation leave. A member's annual vacation leave must be used within one (1) year from the anniversary and prior to the next anniversary date. Employees who do not utilize their vacation leave shall have the option of receiving their regular straight time compensation in lieu of any such unused vacation leave or carrying forward such unused vacation leave in accordance with this Agreement. An employee must request compensation in lieu of vacation in the month in which the employee's anniversary date falls, or the employee shall be deemed to have forfeited any right to compensation in lieu of such leave. The employee shall receive such compensation for unused vacation leave on the next regularly scheduled pay date after the request is submitted.

Vacation leave carry-over shall be limited to a maximum of six hundred (600) hours. Any employee having six hundred (600) hours of vacation leave shall accrue no additional vacation leave until the balance is reduced below the maximum accrual amount. Any employee having in excess of six hundred (600) hours of vacation leave as of the execution of this Agreement shall retain that amount as their carry-over limit and shall not be permitted to carry-over any vacation leave in excess of their established limit.

Section 18.3. A person employed, other than as an elective officer, by the state or any political subdivision of the state, earning vacation credits currently, is entitled to have the employee's prior service with any of these Employers counted as service with the state or any political subdivision of the state for the purpose of computing the amount of the employee's vacation leave except, that persons hired on or after July 5, 1987 shall have only prior service with the City counted.

Section 18.4. Vacation periods will be permitted at any time from January 1 of each year through December 31. Employees shall be permitted from January 1 to April 1 of each year to sign up for vacations. Vacation preference shall be by seniority. After April 1 of each year, vacation preference shall be on a first-come first-served basis. The

Chief of Police will have the power to refuse to grant such a vacation request, or to postpone it should the Chief conclude that the presence of the requesting employee is required at work. Bargaining Unit members may make requests for vacation time to the scheduling Officer. A minimum of three (3) days for the request is required in cases when the scheduling Officer is off duty, or the requesting member reasonably expects that overtime may be required as a result of their request.

Section 18.5. This provision shall be uniformly applied. Requests for vacations under this Article shall not be unreasonably denied.

ARTICLE 19 RESIDENCY REQUIREMENT

Section 19.1. Employees must live within Tuscarawas County or any county that is contiguous to Tuscarawas County. The Parties agree that call-ins will be pursuant to Article 34.1.

ARTICLE 20 BEREAVEMENT LEAVE

Section 20.1. The Chief of Police may allow a member of the Department time off with pay, not to exceed three (3) days as Bereavement leave, on account of a death in the immediate family. Under this Agreement, immediate family is designated as mother, father, loco-parentis, brother, sister, spouse, child, grandparents, grandchildren, mother-in-law and father-in-law. In all cases where more than three (3) days are required, the officer involved shall submit a request in writing to the Chief of Police. The Chief, in his sole discretion, may grant up to an additional two (2) days of bereavement leave. The Chief's decision shall not be appealable via the grievance and arbitration procedure. Time off for Bereavement leave shall not be deducted from sick leave or vacation accumulation.

Section 20.2. In the case of the death of a member of the employee's immediate or extended family, the Chief of Police may allow the employee to take additional time off for bereavement. The employee may be compensated for this additional bereavement provision from his/her vacation, personal day, compensatory time, or sick leave accrual. The Chief of Police shall not capriciously deny this leave.

ARTICLE 21 LUNCH

Section 21.1. There will be a one-half (1/2) hour lunch break and two additional fifteen (15) minute breaks each eight (8) hour shift in normal times. No breaks shall be taken without approval of the officer in charge of the shift. In case of an emergency callback, the break time will be adjusted, if possible.

Section 21.2. Normal times as used in paragraph (21.1) above shall be considered to be such times when there is no emergency present and no pending activity which would require the attention of any Bargaining Unit member on duty.

ARTICLE 22 COMPENSATORY TIME

Section 22.1. Compensatory time may accrue to two hundred forty (240) hours.

Section 22.2. When compensatory time is earned by an employee, the City shall have the option of paying said employee for such accrued time at base rate or to grant the employee compensatory time in keeping with this Article and administrative practice prior to the effective date of this contract.

Section 22.3. The use of compensatory time shall not be unreasonably denied.

Section 22.4. In the event of an employee's retirement, the employee shall be paid for all accrued and unused compensatory time at base rate of pay. In the event of an employee's death, the employee's estate shall be paid for any accrued but unused compensatory time at the employee's base rate of pay.

Section 22.5. Procedure for use of compensatory time:

1. Bargaining Unit members may utilize compensatory time off by notifying the Chief of Police, or his Designee, prior to the start of the shift that the employee is scheduled to work.
2. If a Bargaining Unit member reasonably expects that overtime may be required as a result of his/her request for compensatory time off, the Bargaining Unit member shall provide the Chief of Police, or his designee, in writing with a twenty-four (24) hour advance notice of the request for compensatory time off. The notice required by this paragraph shall be given no less than twenty-four (24) hours prior to the start of the shift the employee is otherwise scheduled to work. All cancellations of requested compensatory time off that have resulted in overtime being scheduled shall be given at least twenty-four (24) hours prior to the start of the shift the employee had requested off.
3. A maximum of three (3) employees per shift will be permitted off from duty by the usage of compensatory time, vacation time, or pre-scheduled personal leave days, or any time off as a result of Sections 33.4 and/or 36.1 of this agreement.
4. Any on-duty supervisor or officer-in-charge may grant the use of compensatory time off provided that such usage does not create/cost overtime to the City.

ARTICLE 23 HOLIDAYS

Section 23.1. All Bargaining Unit members are entitled to eleven (11) paid holidays. Each holiday will be paid in the pay period in which it falls.

Section 23.2. The following days shall be considered holidays:

1. The first day of January, known as New Year's Day.
2. The third Monday of January, known as Martin Luther King Day.
3. The third Monday of February, known as President's Day.
4. The Friday immediately preceding Easter Sunday known as Good Friday.
5. The last Monday in May, known as Decoration or Memorial Day.
6. The fourth of July, known as Independence Day.
7. The first Monday in September, known as Labor Day.
8. The eleventh day of November, known as Veteran's Day.
9. The fourth Thursday in November, known as Thanksgiving Day.
10. The twenty-fifth day of December, known as Christmas Day.
11. The birthday of the employee. If the Date of birth falls on any of the holidays heretofore designated, the Chief will assign another paid day off to the employee.

Section 23.3. For each day listed in Section (25.2) above on which a member works, he or she shall be paid twenty (20) hours at the regular rate of pay.

Section 23.4. For each day listed in Section (25.2) above on which a member does not work, he or she shall be paid eight (8) hours at the regular rate of pay.

Section 23.5. Overtime worked on a holiday shall be paid in accordance with Article 30 covering overtime pay.

ARTICLE 24 HOSPITALIZATION

Section 24.1. The City agrees to provide all Bargaining Unit employees with health and medical insurance under the two (2) plan options as follows. The Employer shall have the option to contract with any qualified health care insurance provider for health insurance purposes.

OPTION 1 - Option 1 is an 80/20 plan with a \$10/\$20/\$30/\$40 co-pay prescription plan with a two (2) co-pay for three (3) fill mail order provision. A summary list of coverages under Option 1 shall be available to all employees upon request.

OPTION 2 - Option 2 is an employee Health Savings Account (HSA). A summary list of coverages under Option 2 shall be available to all employees upon request.

Employees shall advise the Employer of their OPTION 1 or OPTION 2 selection by submitting the furnished health and medical provider forms during the annual enrollment period.

The parties agree that the Employer may, in its sole discretion, create a third insurance plan option of its own design, referred to as the "City Plan." If the City Plan is created it shall be offered to employees during normal open enrollment periods. The Employer will require no premium contribution from the employee choosing the City Plan. The Employer shall have sole discretion to alter any provision of the plan from year-to-year and employees shall be permitted to opt into or out of the City Plan during normal open enrollment periods. The City shall not be required to offer a third plan or to continue a third plan if in fact it is offered.

Section 24.2. Employees of the Bargaining Unit shall contribute to the maintenance of hospitalization and major medical policies as follows:

The employee shall contribute fifteen percent (15%) of the cost of the premium for Plan 1. The City shall pay the remaining eighty-five percent (85%) of the Plan 1 premium. The employee shall contribute five percent (5%) of the cost of the premium for Plan 2. The City shall pay the remaining ninety-five percent (95%) of the Plan 2 premium. The Employer will establish a deduction plan so that the amounts are deducted evenly over twenty-four (24) pay periods.

Section 24.3. The Employer will deposit one-half (1/2) of the respective Health Savings Account deductible chosen by the employee (single or family) into the employee's Health Savings Account annually. The employer will make every effort to make the funding available quarterly in the months of February, May, August and November. The payments shall not be made any later than the 15th of the month following the designated month. Nothing in this section shall preclude the Employer from increasing the annual HSA contributions.

Section 24.4. For any employee who is employed as of the execution of this Agreement and is not enrolled in Plan 2 (HSA), but does elect to enroll in Plan 2 during the effective period of this Agreement during normal enrollment periods, the Employer shall immediately advance to that employee's HSA account the full deductible of the respective Plan chosen (Single or Family). The employee shall receive no further contributions to their HSA account by the Employer for that Plan year; however, if the employee remains enrolled in Plan 2 for subsequent years(s) the Employer's annual contribution to the employee's HSA account shall be as stated in Section 26.3 above. This increased HSA account contribution expires at the end of this Agreement, and no employee shall be eligible to receive this increased contribution more than one (1) time during the term of this Agreement. Any employee receiving this one-time increased HSA contribution who leaves the employment of the City before the expiration of the Plan year shall have a pro-rata amount of the increased contribution withheld from the employee's final paycheck and/or separation benefits. Employees hired after the

execution of this Agreement (new hires) shall not be eligible of this increased contribution if the elect Plan 2 and Employer Health Savings Account (HSA) contributions for new hires shall be pro-rated monthly from the date of eligibility.

Section 24.5. The City agrees to maintain the current VSP eye care program at no additional cost to the employees.

Section 24.6. The City agrees to participate in an IRS Section 125 program that will allow contributions by the employees toward health insurance to be made pre-taxed.

The Parties understand that the Affordable Care Act enacted by the Federal Government on March 23, 2010 has drastically altered the manner in which healthcare is offered to employees. The Parties further understand that much of the Affordable Healthcare Act will be implemented over the period of this Agreement, and that the rules implementing the Act are yet to be written and published. The Parties agree that the Employer is required to comply with this Act and as such may have to make alteration to the healthcare plans offered to the employees to remain in compliance with as yet unwritten and unpublished rules. The Employer will notify of any alterations made as a result of maintaining legal compliance, and the Union agrees that such changes shall not be subject to bargaining as to the substance of the change or the effects resulting from the change, nor shall they be subject to the grievance and arbitration process.

ARTICLE 25 PERSONAL LEAVE DAYS

Section 25.1. Effective January 1st of each year of this Agreement and in addition to all other leave, each member shall receive twenty-four (24) personal leave hours each calendar year. These hours off may be taken any time at the discretion of the member.

Section 25.2. This time may be used in increments of one (1) hour at a time or eight (8) hours at a time or any amount in between. Permission to use this time will be given by the Chief of Police only, or in his absence, the Acting Chief or Captain, or Senior Officer on duty.

Requests for use of personal leave days shall not be unreasonably denied.

Section 25.3. Any new employee at the date of hire shall receive the personal time on a pro-rated basis of two (2) hours per month from the date of hire to December 31st. In the case of partial months, one (1) hour shall be granted for that month.

Section 25.4. All personal hours must be used by December 31st or forfeited. Unused personal hours can be converted to cash payment, available only to be paid on the first pay in December. It is the employee's responsibility to make proper arrangements for any cash payment with the Auditor's Office.

**ARTICLE 26
LAYOFF AND RECALL**

Section 26.1. No Bargaining Unit member shall be laid off unless such personnel reductions occur only due to lack of work, lack of funds, or job abolishment. All students, seasonal, casual, and part-time employees within the Police Department shall be laid off before any bargaining unit member is laid off. The Employer shall have discretion to decide in which classification a layoff or job abolishment shall occur. Layoffs within a classification shall be done by total seniority as defined in Article 9, Section 9.1.

Section 26.2. Bargaining Unit members who are laid off or demoted shall have recall rights. Recall shall be in inverse order of the layoff or demotion. No person shall be hired in to a Bargaining Unit position while there are Bargaining Unit members in that classification on layoff or on voluntary demotion. The Union may grieve personnel reductions under Article 10.6 at Step 3, the Mayor's step.

Section 26.3. Any employee laid off from the Bargaining Unit position may, at his option, displace a bargaining unit member in a successively lower classification provided he is able to perform the duties of the position he displaces into. Failure to bump shall not jeopardize an employee's recall rights to a full-time position. For purposes of this Article, classifications from highest to lowest shall be: Captain, Sergeant, Patrolman, Dispatcher.

Section 26.4. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the work section to which they are recalled. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirement within twelve (12) months of recall. Any training required in this section shall be at the Employer's expense.

Section 26.5. Notice of recall shall be sent to the employee by certified mail return receipt requested. The employee shall have five (5) days from the date the recall notice is received, or ten (10) days from the date the recall notice was mailed by the Employer to respond to the notice. Failure to respond to the recall notice shall constitute a waiver of the employee's recall rights. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice return receipt requested to the last mailing address provided by the employee. It shall be the sole responsibility of the employee to ensure that the Employer has record of their current address at all times.

Section 26.6. The parties agree that it is their intention that this Article expressly supersede and replace any and all conflicting or omitted provisions of R.C. §§ 24.321 through 124.328 and 124.37.

**ARTICLE 27
OVERTIME - PAY ADJUSTMENT**

Section 27.1. A member shall receive overtime pay at the rate of one and one-half (1 1/2) times his regular base hourly rate for all worked in excess of eight (8) hours in any one day or forty (40) hours in any one week. Paid sick leave, vacation time and holidays will be counted in computing eligibility for overtime pay.

Section 27.2. For members with work schedules which have him or her assigned to duty on a normal basis for more than five (5) consecutive days, this time will be averaged out so that the member is assigned no more than eighty (80) hours in any two (2) week pay period. This will be considered to be a regular pay period due to the fact that scheduling requirements are such that may require a member to be on duty more than five (5) consecutive days.

Section 27.3. In the absence of both a shift Captain and a shift Sergeant, the senior Patrolman on duty shall substitute for the absent shift Sergeant and shall receive pay at a Sergeant's rate of pay, for the period of time in which he acts in substitution for the absent shift Sergeant. In the absence of the shift Captain, the Sergeant does not receive Captain's wages unless directed by the Chief of Police. At no time will a bargaining unit member substitute for any rank higher than the rank immediately above his own unless specifically directed by the Chief of Police, and if so directed, that member shall receive pay at the rate of the position for which he is substituting. In the absence of the Chief during periods of scheduled leave, two (2) days or more, the Chief shall select and assign a Captain as acting Chief and that Captain shall receive pay at the Chief's rate for the period of time in which he acts in substitution for the absent Chief. At no other time shall acting Chief's pay be paid unless specifically directed by the Chief of Police. If that Captain is the day shift supervisor, he or she will work their normal shift hours (6 a.m. to 2 p.m.). If that Captain is not the day shift supervisor, he or she shall be scheduled the normal working hours of the Chief (8 a.m. to 4 p.m.).

**ARTICLE 28
COMPENSATION**

Section 28.1 Effective January 1, 2016 thru December 31, 2018, Captains, Sergeants, Patrol Officers and Dispatcher/Jailers will be compensated on an hourly basis as follows:

WAGE INCREASE:		2016	2017	2018
		3.00%	3.00%	3.00%
<u>CAPTAINS</u>		2016	2017	2018
Probationary	6% over top Sergeant	\$28.54	\$29.40	\$30.28
Captain				

Non-Probationary Captain	12.5% over the top Sergeant (Rank Differential)	\$30.54	\$31.45	\$32.40
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<u>SERGEANTS</u>		2016	2017	2018
Probationary Sergeant	1% over top patrol officer	\$25.62	\$26.39	\$27.18

Non-Probationary Sergeant	7% over the top patrol officer (Rank Differential)	\$27.14	\$27.96	\$28.80
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<u>PATROL OFFICER</u>		2016	2017	2018
Starting		\$21.13	\$21.76	\$22.41
90 Days to one (1) year		\$23.07	\$23.76	\$24.48
More than one (1) year		\$25.37	\$26.13	\$26.91

<u>DISPATCHERS/JAILERS</u>		2016	2017	2018
Starting		\$19.02	\$19.59	\$20.18
90 Days to one (1) year		\$20.74	\$21.37	\$22.01
More than one (1) year		\$22.84	\$23.52	\$24.23

Section 28.2 The following hourly stipend will be paid for every hour worked:

Jail Administrator	\$.50 per hour
TAC Dispatcher	\$.50 per hour
S.W.A.T. Team Member	\$.50 per hour
On Call Detectives	\$.50 per hour

Section 28.3. The Dispatchers' hourly rate will be equal to ninety percent (90%) of patrol officers' hourly rate at corresponding step.

Any Captain, Sergeant, or Patrol Officer who exceeds the required passing score for annual pistol proficiency qualification shall receive a separate payroll check equivalent to eight (8) hours of pay at the employee's base rate of pay in the first full pay period following the proficiency qualification. Employees are limited to this benefit no more than one (1) time per calendar year.

Any Dispatcher/Jailer who exceeds the required passing score for LEADS proficiency qualification and maintains LEADS certification shall receive a separate payroll check equivalent to eight (8) hours of pay at the employee's base rate of pay in the same pay period as the pistol proficiency qualification is paid. Employees are limited to this benefit no more than one (1) time per calendar year.

Section 28.4. Effective with the execution of this Agreement, Captains, Sergeants, Patrol Officers and Dispatcher/Jailers shall be compensated according to the following "Step" scale:

Probation	Starting to 6 months
Sergeants/Captains	6 months plus
Patrol Officers, Dispatchers/Jailers	
	-starting
	-90 days - 1 year
	-More than one (1) year

ARTICLE 29 UNIFORM ALLOWANCE

Section 29.1. Members of the Bargaining Unit of the New Philadelphia City FOP Lodge #4 will receive a \$1,000.00 uniform allowance annually from which to replace and replenish uniform articles:

Section 29.2. New hires in the Police Department will be advanced for the first year uniform allowance upon employment. Uniform allowances are to be refunded to, or deducted from, pay due and owing in the event the employee's service is less than one year. The Uniform allowance will be pro-rated after the probationary period to the end of the current year. Civilian employees hired as an officer will have their uniform allowance pro-rated to the end of the current year.

Section 29.3. Bargaining Unit members shall receive a separate uniform allowance check on or about March 1st of each year of this Agreement for the amounts listed in Section 31.1

Section 29.4. When a new position is filled by a bargaining unit member from a vacancy for Detective Captain, Captain, Detective, Canine Officer, Tactical Response Officer, Sergeant, Chief or school resource officer, the employee will be granted an additional one time clothing allowance of \$300.00 to purchase uniforms and needed equipment.

Section 29.5. Body Armor: The City agrees to provide to all sworn Bargaining Unit members body armor. The City further agrees to replace body armor at such time as the vests are no longer serviceable as provided in the manufacturer's specifications.

ARTICLE 30 LONGEVITY

Section 30.1. The City agrees to pay members of the Bargaining Unit of the New Philadelphia FOP Lodge #4 the following amounts for the years of service listed below:

1. Five (5) years and one day to ten (10) years, \$15.00 per month.

2. Ten (10) years and one day to fifteen (15) years, \$20.00 per month.
3. Fifteen (15) years and one day to twenty (20) years, \$30.00 per month.
4. Twenty (20) years and beyond, \$40.00 per month.
5. Twenty-five (25) years and beyond, \$50.00 per month.

ARTICLE 31 OLC REPRESENTATION

Section 31.1. Non-employee representation of the OLC shall be admitted to the Employer's facility for the purpose of processing grievances, attending meetings, or for monitoring the administration of this Agreement, upon approval of the Employer or his designee. The Employer or his designee shall facilitate any necessary contact between the representative and an on-duty Bargaining Unit member employee, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities.

Section 31.2. Members of the Negotiating and Grievance committees shall not lose any time spent in negotiations and/or grievance meetings that occur during their normal shift.

Section 31.3. Upon approval of the Chief or his designee, the OLC may schedule meetings on Police Department property insofar as those meetings are not disruptive of the duties of the employees or the efficient operation of the Department. Special rank-and-file meetings may be held at any hour. Insofar as is feasible, all on or off-duty Bargaining Unit members shall be afforded the opportunity to attend these meetings.

Section 31.4. The OLC delegates shall be authorized an aggregate of eight (8) work days of paid leave per calendar year for delegates to use any time during the year to attend OLC functions such as, but not limited to, conventions, educational meetings, or conferences. The City may make other reasonable provisions for authorizing vacation leave or personal allowance credits for employees to attend OLC functions in addition to the above mentioned eight (8) days.

The OLC may utilize all aforementioned provisions of this Article by having the Delegate or his designee notify the Chief of Police as soon as practicable upon learning of the need for such leave, but not less than fifteen (15) calendar days prior to the commencement of said leave, no more than two (2) employees are designated by the OLC for said leave at any given time.

Section 31.5. The OLC shall have use of suitable bulletin boards for the posting of OLC notices or other materials. The boards shall be identified with the name of the OLC and the OLC may designate persons responsible therefore.

**ARTICLE 32
EMERGENCY CALLS AND CALL-IN PAY**

Section 32.1. All Bargaining Unit members shall be compensated for a minimum of three (3) hours of work for emergency call-in; such compensation to be paid at the employee's rate, except that if emergency hours worked would result in the employee working in excess of the normal workday or workweek, then he shall be compensated according to the overtime provision. Employees will be eligible to answer Call-In Overtime Opportunities if the employee is within the following boundaries: An employee must be within a five (5) mile radius of the City Limits or within the boundaries of the New Philadelphia School District.

Section 32.2. Police Department employees who are required to appear at court shall be compensated for a minimum of two (2) hours at a rate of pay equal to one and one-half (1 1/2) times their regular rate less any witness fees which may be paid to said policeman as a result of his appearance in court. Third shift Police Department employees and Swing Shift personnel following a midnight shift, who are required to appear in court shall be compensated for a minimum of three (3) hours of court time at a rate of pay equal to one and one-half (1 1/2) times their regular rate of pay less any witness fees. A Bargaining Unit member who is required to appear in court on official City business during on-duty hours shall receive his normal on-duty pay rate less any witness fees which may be paid to him for his appearance.

For purposes of this section, vacation days, sick days, and holidays shall be considered in computing the regular work days for court time and emergency call-in.

Section 32.3. An emergency situation shall be deemed to exist by the Chief, Mayor, the Safety Director or a Police Captain.

**ARTICLE 33
ON-THE-JOB INJURY LEAVE AND LIGHT DUTY ASSIGNMENT**

Section 33.1. Any employee unable to work because of a job-related disabling condition shall be entitled to an injury leave of absence at his regular rate of pay for up to ninety (90) calendar days provided he is medically certified as being unable to work. If, after the expiration of the initial ninety (90) day injury leave period the employee remains medically certified as being unable to work, the Chief may, in his sole discretion, grant up to an additional ninety (90) calendar days of injury leave but only in thirty (30) day increments. The employee shall be required to provide medical certification of his inability to work for any injury leave or injury leave extension. Any injury leave of absence will not be charged against the employee's sick leave. Any approved injury leave shall cease if the employee collects lost wage benefits from Worker's Compensation or Pension Benefits during the period of injury leave.

Section 33.2. During such injury leave of absence, the Employer will maintain regular payments into medical and pension plans to insure continued coverage for the employee and any dependents.

Section 33.3. Seniority, vacation benefits, sick leave accumulation, and pension credits shall continue to accrue for the time spent on such injury leave of absence.

Section 33.4. If the Workers Compensation is retroactive to the date of the injury, the employee will reimburse the City of New Philadelphia the amount of the compensation award for the period of duplication.

Section 33.5. Any employee who, as a result of a job-related disabling condition, is unable to return to full duty may be assigned to "light duty" on the recommendation and limitations set forth by a certified physician; however, the assignment and duration of "light duty" shall be at the sole discretion of the Chief.

Section 33.6. This situation will be for temporary assignments only.

Section 33.7. Any employee assigned to a light duty shall continue to receive all compensation and fringe benefits, including accumulation of seniority attached to his normally assigned position.

Section 33.8. No superior shall ask, order, or demand that any person assigned to "light duty" perform any task or assignment other than those which the Chief has set out.

Section 33.9. Any employee assigned to "light duty" will not at any time be counted towards Minimum Manning. Light Duty shall not count against injury leave.

Section 33.10. Employees suffering injuries or illnesses while on duty due to job related activities, shall be paid for all time lost from work on the date of the injury or illness while receiving medical treatment and examinations, at their regular rate of base pay and on the date of the injury, employee(s) shall, on the date of the injury or illness, be provided with the necessary transportation to and from the doctor's office, or emergency room at no cost to the employee.

ARTICLE 34 UNION BUSINESS ATTENDANCE

Section 34.1. One member of the Bargaining Unit selected by New Philadelphia FOP Lodge #4 shall be allowed up to four (4) paid working days each year to attend to union business. The City, except for salary, shall not pay any expenses involved in such attendance. The selected member must request time off from the Chief of Police or the Acting Chief of Police at least two weeks in advance.

Section 34.2. In no case will such attendance be granted if said attendance would require overtime to meet the minimum rules agreed upon elsewhere in this contract.

**ARTICLE 35
CANINE UNIT**

Section 35.1. The Employer may create, terminate, expand, direct, and control the Canine Program.

Section 35.2. The Chief retains the exclusive right regarding selection of Canine Officer(s), in accordance with Article 9 of this Agreement. Such Canine Officer(s) shall be assigned to shifts at the Chief's discretion. The selection and assignment of the Canine Officer(s) shall not be subject to the grievance procedure.

Section 35.3. The Canine Officer(s) shall be entitled to a "relief from duty day" consisting of one (1) eight (8) hour day per biweekly pay period. This provision shall not be used to increase vacation time or any other benefit under the Collective Bargaining Agreement. The eight (8) hour "relief from duty day" is being afforded to the officer(s) as compensation for duties relating to the care and maintenance of the canine(s).

Section 35.4. The Chief, in his discretion, shall schedule the officer(s)' "relief from duty day" during the biweekly pay period. The officer may request a particular "relief from duty day". Such request may be accommodated by the Chief; however, the Chief is not bound by said request.

Section 35.5. The Canine Officer(s)' shift will not be changed for the purpose of filling a vacancy in order to meet minimum staffing requirements under the Collective Bargaining Agreement or to avoid overtime.

Section 35.6. All expenses pertaining to the care and maintenance of the canine(s) shall be paid by the City. Disputes pertaining to reasonable and necessary expenses for the Canine Officer(s) are subject to the Labor Management process.

Section 35.7. It is the intent of this provision to provide full compensation as required by the Fair Labor Standards Act to those members who are responsible for the weekly care, feeding, exercising and boarding of a City-owned dog for all on-duty and off-duty hours worked so engaged.

**ARTICLE 36
TUITION REIMBURSEMENT**

Section 36.1. An employee shall have the opportunity to attend an accredited institution to obtain his or her criminal justice or related degree. All courses must be approved by the Safety Director and will be subject to the availability of funds.

Section 36.2. The employee shall be reimbursed for tuition books and all other material that is needed for the courses stated above. The tuition reimbursement under this article 36 shall be up to four (4) academic courses per calendar year. Payment shall be equal to the tuition, books, and study material costs of Stark State or Kent State Tuscarawas or any other accredited educational institution approved by the Safety Director.

Section 36.3. To be eligible for tuition reimbursement an employee will be required to successfully complete the course. Except in the case of retirement, layoff, or disability, the employee will be required to reimburse the Employer for all course-related costs if the employee otherwise separates from service within three (3) years after the course completion date.

**ARTICLE 37
DURATION**

Section 37.1. This Agreement shall remain in full force and effect from January 1, 2016, through December 31, 2018, and from year to year thereafter unless at least ninety (90) days prior to that expiration date or any anniversary thereof, either Party provides written notice to the other of an intent to modify or terminate this Agreement. Notice to modify or terminate this Agreement, shall comply with ORC 4117-1-02.

Section 37.2 Successor Negotiations If future negotiations proceed to fact-finding and/or conciliation, the parties agree that notwithstanding any contrary provision in ORC 4117.14 (G)(11), the fact-finding and/or conciliator shall have the option to determine that rates of compensation and other matters with cost implications are retroactive to January 1, 2018.

IN WITNESS WHEREOF, the Parties have hereon to set their hands this 16th day of May, 2016.

CITY OF NEW PHILADELPHIA

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.





