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AGREEMENT BETWEEN

THE CITY OF GENEVA, OHIO

AND

***THE OHIO PATROLMAN'S BENEVOLENT ASSOCIATION
Sergeants and Patrolmen***

JANUARY 1, 2016

THROUGH

DECEMBER 31, 2018

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ARTICLE 1
PREAMBLE

Section 1. This Agreement, entered into by the City of Geneva, hereinafter referred to as the "Employer" and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "OPBA", has as its purpose the following:

- A. To comply with the requirements of Chapter 4117 of the Ohio Revised code, and,
- B. To set forth the understandings and agreements between the Parties governing the wages, hours, terms and other conditions of employment for those employees included in the Bargaining Unit as described herein, and,
- C. To provide a peaceful procedure for the resolution of differences in accordance with the grievance procedure herein.

ARTICLE 2
UNION RECOGNITION

Section 1. The Employer recognizes the OPBA as the sole and exclusive representative for those employees of the Employer in the Bargaining Units listed in Section 2. Whenever used in this Agreement, the term "Bargaining Unit(s)" shall be deemed to include those employees employed in a classification listed as appropriate to a Bargaining Unit as certified by the State Employment Relations Board in Case No. 90-REP-08-0191; and 90-REP-08-0192, respectfully, on November 15, 1990, which certification orders were filed and served upon each Party hereto on January 31, 1991. The Parties recognize and agree that this Agreement constitutes a "multiple unit agreement", and unless delineated specifically by clause, all provisions of this Agreement apply equally to all units.

Section 2. The term "Bargaining Unit" shall be defined as the following:

Bargaining Unit A: **All Regular Sergeants**, Case No.90-REP-08-0191.

Bargaining Unit B: **All Regular Patrol Officers**, Case No.90-REP-08-0192

Section 3. All positions and classifications not specifically established herein as being included in the aforementioned Bargaining Units, shall be excluded from said Bargaining Units, including the positions of Chief of Police and Executive Captain.

Section 4. The Employer will furnish the OPBA with a list of all employees in the classifications covered by this Agreement, indicating the employee's starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of any new employees hired into the Bargaining Units.

ARTICLE 3
OPBA ACTIVITY

Section 1. The Employer will recognize one (1) employee director selected by the OPBA, to act as representative for the purpose of processing grievances and attending meetings in accordance with the provisions of this Agreement and at any meeting at which the Employer requests a

representative to be present. The OPBA may designate one (1) alternate representative to act in the absence of the director.

Section 2. The OPBA recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives of the OPBA. Therefore, before leaving an assignment pursuant to this Article, the representative must obtain approval from the Chief of Police, or his designee, whenever possible.

Section 3. The Employer agrees to compensate such representative at his regular rate of pay for time spent during normal working hours in filing grievances, attending grievance hearings, attending disciplinary hearings of any kind, or for attending any meeting initiated by the Employer.

Section 4. No employee shall be recognized by the Employer as an OPBA representative until the OPBA has presented the Employer with the information requested in Section 1 above.

Section 5. The director or his designee shall be entitled to one day off, with pay on a bi-monthly basis for the purpose of attending Director's meetings. The employee shall give the Employer written notification of such meeting at least two (2) weeks in advance. Such request shall not be unreasonably denied.

Section 6. The Director and/or his designee shall be entitled to time off, without pay, for the purpose of attending OPBA sponsored annual conventions, seminars or conferences. At least one (1) month advance notice of any such convention, seminar, or conference shall be given to the Employer.

ARTICLE 4 PROBATIONARY PERIODS

Section 1. Every new full-time employee will be required to successfully complete a probationary period. The probationary period for new full-time employees shall begin on the first (1st) day for which the employee receives compensation from the Employer, and continues for a period of three hundred sixty-five (365) calendar days. A newly hired, probationary full-time employee may be terminated during his probationary period and shall have no appeal over such removal.

Section 2. A newly promoted full-time employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted full-time employee shall begin on the effective date of the promotion and shall continue for a period of one hundred eighty (180) calendar days. A newly promoted full-time employee who evidences unsatisfactory performance shall be returned to his former position any time during his probationary period. However, in the event the Employer feels that the employee's performance warrants further review, the Employer shall notify the employee, in writing, specifying the areas of his performance that need improvement, and the Employer and the employee may mutually agree to an extension of the initial promotional probationary period, not to exceed an additional one hundred eighty (180) calendar days.

ARTICLE 5
DUES DEDUCTION

Section 1. During the term of this Agreement, the Employer shall deduct regular monthly union dues, initiation fees, and assessments levied by the OPBA from the wages of those employees who have signed dues deduction authorization forms authorizing said deductions, or who are subject to fair share fees (service fees) pursuant to Section 5 of this Article.

Section 2. The initiation fees, dues, or assessments so deducted shall be in the amounts established by the Union from time to time in accordance with its Constitution and By-laws. The Union shall certify to the Employer the amounts due and owing from those employees included in the Bargaining Units.

Section 3. The Employer shall deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date, such amounts shall be deducted from the next or subsequent pay.

Section 4. A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the Union within thirty (30) days from the date of any such deductions.

Section 5. All members of the Bargaining Units shall either (1) maintain their membership in the Union, (2) become members of the Union, or (3) pay a service fee to the union in an amount not to exceed the annual dues for membership in the Union, as certified to the Employer by the Union.

ARTICLE 6
MANAGEMENT RIGHTS

Section 1. Except to the extent modified herein, the OPBA recognizes those rights that are established as management rights enumerated as follows:

1. 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 service, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote or discharge for just cause; or layoff, transfer, assign, schedule, promote or retain employees;
6. Determine the adequacy of the work force;

7. Determine the overall mission of the Employer as a unit of government;
8. Effectively manage the work force; and,
9. Take action to carry out the mission of the public employer as a governmental unit.

Section 2. The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit, except as they affect wages, hours, terms and other conditions of employment, and the continuation, modification or deletion of any existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

***ARTICLE 7
NON-DISCRIMINATION***

Section 1. Neither the Employer nor the Union shall discriminate against any Bargaining Unit employee on the basis of age, sex, race, color, creed, handicap, or national origin. The Union shall share equally with the Employer the responsibility for applying the provisions of this Agreement.

Section 2. The OPBA agrees not to interfere with the rights of employees to refrain or resign from membership in the OPBA, and the OPBA shall not discriminate, interfere, restrain or coerce any employee exercising the right to abstain from membership in the OPBA or involvement in OPBA activities.

Section 3. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

***ARTICLE 8
GENDER AND PLURAL***

Section 1. Whenever the context so requires, the use of the words herein singular shall be construed to include the plural, and in the plural, the singular, and the words whether in the masculine, feminine, or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

***ARTICLE 9
NO STRIKE/NO LOCKOUT***

Section 1. The Employer and the OPBA agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the OPBA to avoid work stoppages and strikes.

Section 2. Neither the OPBA nor any member of the Bargaining Unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, or other unlawful interference with the normal operations of the Employer for the duration of this Agreement. The OPBA shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this section, provided the OPBA meets all of its obligations under this Article.

Section 3. The OPBA shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "No Strike/No Lockout" clause. In the event of a violation of the "No Strike/No Lockout" clause, the OPBA shall promptly notify all employees in writing that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the Employer is in violation of this Agreement, unlawful and not sanctioned or approved by the OPBA. The OPBA shall advise the employees to return to work immediately.

Section 4. The Employer shall not lockout any employees for the duration of this Agreement.

ARTICLE 10 WORK RULES

Section 1. The Employer agrees that all work rules, policies and procedures shall be applied uniformly under similar circumstances within the group or groups of employees to whom such rules are directed. Work rules, policies and procedures established by the Employer shall not violate the express terms of this Agreement.

Section 2. Any new work rules, policies or procedures or amendments to existing work rules, policies or procedures shall be reduced to writing and submitted to the OPBA at least ten (10) days prior to implementation. The Employer will meet with representatives of the OPBA upon request to discuss the effects of any proposed work rule, policy or procedure upon Bargaining Unit employees. Such work rules, policies, and/or procedures will be posted on departmental bulletin boards prior to their effective date.

Section 3. In the event it is necessary for the Employer to implement a new or amended work rule, policy or procedure on an emergency basis, said work rule, policy or procedure shall be implemented without the benefit of notice to the OPBA. However, following implementation, the Employer shall meet with the OPBA, within ten (10) calendar days, to discuss said work rule, policy, and/or procedure.

ARTICLE 11 LABOR/MANAGEMENT COMMITTEE

Section 1. In the interest of sound Labor/Management relations, unless mutually agreed otherwise, once each calendar quarter, the Employer or his designee, shall meet with not more than two (2) representatives of the Bargaining Units to discuss issues of mutual interest. The dates and time of the meetings shall be determined in advance. No Bargaining Unit member will suffer any loss in regular compensation for attendance in such meetings, if such meetings are scheduled during an employee's work hours.

Section 2. The Party requesting such a meeting shall furnish the agenda to the other Party at least five (5) days in advance of the scheduled meeting. The agenda shall include the names of those members attending. The purpose of such meetings shall be to:

- a. discuss grievances which have not been processed beyond the final step of the grievance procedure;

- b. disseminate general information of interest to the Parties;
- c. discuss ways to increase productivity and improve operational efficiency; and,
- d. to consider and discuss health and safety matters relating to employees.

Section 3. It is further agreed that should special meetings be requested and agreed upon, the meetings shall be scheduled as soon as practical.

**ARTICLE 12
EMPLOYEE RIGHTS**

Section 1. An employee who is to be questioned as a suspect in any investigation of any criminal charge against him, shall be advised of his constitutional rights before any questioning starts.

Section 2. Before an employee may be charged with any violation of the rules and regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation may be a basis for such charges.

Section 3. Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. In addition, the employee may record such interrogation if he has a recording device available so as not to delay the interrogation. The Employer may have a transcript of such recording at the Employer's expense.

Section 4. An employee will be informed of the nature of any investigation of himself prior to any questioning, and shall be entitled to union representation during such questioning. If the employee being questioned is, at the time, a witness and not under investigation, he shall be so advised.

Section 5. In the course of an internal affairs investigation, a polygraph examination will be administered only with the consent of the employee under investigation, and such examination shall be paid for by the Employer. If, in the course of an internal investigation, an employee has been given a polygraph examination, such examination shall not be used in any subsequent court action. The examiner for any such examination shall be mutually agreed to by the Parties.

Section 6. All complaints, which may involve any type of discipline of an employee, shall be in writing and signed by the complainant. The Employer will furnish a copy of the complaint to the employee whom the complaint has been filed against, within three (3) business days from the date the complaint was filed with the department.

Section 7. Employees shall not be required to participate in any line-up, unless the employee is ordered to do so by a court of competent jurisdiction.

ARTICLE 13
DISCIPLINE

Section 1. No employee shall be disciplined in any way, except for just cause.

Section 2.

- A. Formal Discipline shall be defined as discharge, demotion, suspension, or written reprimands.
- B. Discipline will be applied in a corrective, progressive uniform manner, as set forth in the Employer's Rules and Regulations.
- C. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.
- D. Whenever the Employer and/or his designee determines that there may be cause for an employee to be disciplined, a pre-disciplinary conference will be held to give the employee the opportunity to offer an explanation of the alleged misconduct. The pre-disciplinary conference procedures shall be established by the Employer, as outlined below in sub-sections 1-3.
 - 1. The employee shall be provided with a written notice advising him of the charges and the specifications of the charges against him. In addition, the notice will list the date, time, and location of the hearing. Such notice shall be given to the employee at least three (3) days before the hearing. The employee shall be allowed representation of his choice, the cost of which shall be borne by the employee. Time limits may be waived by mutual consent of the parties.
 - 2. The hearing shall be conducted before a "neutral" administrator selected by the Employer, an administrator who is not involved in any of the events giving rise to the offense. The employee may offer verbal or written statements from other persons pertaining to the charges, during the hearing.
 - 3. Within five (5) calendar days after the hearing, the neutral hearing administrator shall provide the employee and the Employer with a written statement affirming or disaffirming the charges, based on the evidence given at the hearing by the parties. The document will also give the reasons for the decision.
- E. In situations where the Employer and the Employee both agree to the charges and the purposed discipline, in lieu of the above procedures, the Employee and Employer may waive the proceedings and proceed directly to discipline.
- F. The Employer may place an employee on administrative leave with pay at any time during the disciplinary process. The Employer may place an employee on administrative leave without pay if the charges would warrant termination, or are for an egregious offense, or if the employee's continued presence would unduly disrupt the operations of the Department. In cases where the Employer exercises either administrative option the pre-disciplinary

conference shall be held within three (3) days of placing the employee on administrative leave.

Section 3. Following the conference, any employee receiving an order of suspension, demotion, or dismissal, may initiate an appeal of such order at Step 3 of the Grievance Procedure, within five (5) days of the receipt of the written decision.

Section 4. The Employer agrees all disciplinary procedures shall be carried out in private and in a businesslike manner.

Section 5. Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters under the following time frames providing that there have been no intervening disciplinary actions on the same matter taken during that time period.

Oral and Written Reprimands	9 months
Suspensions of less than 3 days	15 months
Suspensions of 3 days through 9 days	18 months
Suspension of 10 days or more or demotions	24 months

ARTICLE 14 **GRIEVANCE PROCEDURE**

Section 1. Every employee shall have the right to present his grievance in accordance with the Procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except at Step 1, shall have the right to be represented by an OPBA representative at all stages of the Grievance Procedure. It is the intent and purpose of the Parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 2. For the purposes of this procedure, the below listed terms are defined as follows:

- a. **Grievance:** A "grievance" shall be defined as a dispute or controversy arising from the misapplication or mis-interpretation of the specific and express written provisions of this Agreement.
- b. **Grievant:** The "grievant" shall be defined as any employee, group of employees within the Bargaining Unit, or the OPBA.
- c. **Party in Interest:** A "Party in interest" shall be defined as any employee of the Employer named in the grievance who is not the grievant.
- d. **Days:** A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or Holidays as provided for in this Agreement.

Section 3. The following procedures shall apply to the administration of all grievances filed under this procedure.

- a. Except at Step 1, all grievances must contain the following information:

1. Aggrieved employee's name and signature
 2. Aggrieved employee's classification
 3. Date grievance was first discussed
 4. Date grievance is being filed in writing
 5. Name of the supervisor with whom grievance was discussed
 6. Where grievance occurred
 7. Description of incident giving rise to the grievance
 8. Articles and sections of the Agreement violated
 9. Resolution requested
- b. Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if any.
- c. If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.
- d. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the OPBA, provided that the adjustment is not inconsistent with the terms of this Agreement, and provided that an OPBA representative is present at the adjustment. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer or the OPBA in future proceedings.
- e. The grievant may have an OPBA representative represent him at any step of the grievance procedure after Step 1.
- f. The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.
- g. The time limits provided herein will be strictly adhered to. The time limits specified for either Party may be extended only by written mutual agreement.
- h. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

Section 4. All grievances shall be administered in accordance with the following steps of the grievance procedure.

Step 1: An employee who believes he may have a grievance shall notify the Chief of the possible grievance, within five (5) days of the occurrence of the facts giving rise to the grievance. The Chief

or his designee will schedule an informal meeting with the employee and an OPBA representative, if such representation is requested by the employee, within five (5) days of the notice from the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

Step 2 - Chief: If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the Chief within five (5) days of the informal meeting or notification of the decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the answer is not given. The Chief shall give his answer within five (5) days of the meeting.

Step 3 - City Manager: If the grievant is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the City Manager within five (5) days from the date of the rendering of the decision at step 2. Copies of the written decisions shall be submitted with the appeal. The City Manager or his designee shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant, his OPBA representative and any other Party necessary to provide the required information for the rendering of a proper decision. The City Manager or his designee shall issue a written decision to the employee and his OPBA representative within fifteen (15) days from the date of the hearing. If the grievant is not satisfied with the decision at Step 3, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE 15

ARBITRATION PROCEDURE

Section 1. In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 3, the grievant may submit the grievance to arbitration. Within this ten (10) day period, the Parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the Parties will promptly request the Federal Mediation and Conciliation Service to submit a panel of arbitrators and will choose one by the alternate strike method. The Party moving will strike first.

Section 2. The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement, or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of suspensions of thirty (30) days or less, the arbitrator shall not have the authority to modify said discipline. In the event of a monetary award, the arbitrator shall limit any retroactivity settlement to the actual date of the incident giving rise to the grievance.

Section 3. The question of arbitrability of a grievance may be raised by either Party before the arbitration hearing and the first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

Section 4. The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of FMCS.

Section 5. The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the Party losing the grievance. All other expenses shall be borne by the Party incurring them. Neither Party shall be responsible for any of the expenses incurred by the other Party.

Section 6. An employee requested to appear at the arbitration hearing by either Party shall attend without the necessity of subpoena and shall be compensated at his regular hourly rate of pay for all hours during which his attendance is required by either Party. Any request made by either Party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed three (3) employees.

Section 7. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the Parties.

ARTICLE 16 PERSONNEL FILES

Section 1. It is recognized by the Parties that the Employer may establish regulations for the custody, use, and preservation of the records, papers, books, documents and property pertaining to the Employer or his employees. Any employee shall have access to their personnel file for review of documents contained in said personnel file. Such files may be reviewed following submission of request to do so in accordance with the policies set forth for such reviews by the City of Geneva. Employees shall have access to their individual personnel file for review in the following manner:

1. Requests for review must be made in writing to the Employer or his designee, at least twenty-four (24) hours in advance.
2. All reviews shall be conducted on the premises of the Employer, with the City Manager or his designee in attendance during said review.
3. All reviews shall be conducted during the Employer's normal business hours.
4. All employee reviews should be on the employee's non-work time, whenever possible.
5. Requests for copies of documentation in said files will be made following the Employer's practice of copying documents.

Section 2. Employee personnel files shall include but may not be limited to individual employment data, (such as commendations, disciplinary actions, etc.) payroll information, work time schedules, records of additions or deductions paid, application forms, records pertaining to hiring, promotion, demotion, transfer, layoff, and termination.

Section 3. Unless otherwise provided by law, personnel files and information shall be confidential and may not be used or divulged for purposes not connected with the City of Geneva Police Department, except with the written consent of the employee affected.

Section 4. If a Bargaining Unit member has reason to believe there are inaccuracies in documents contained in the personnel file, the employee may write a memorandum or letter explaining his position, and have the letter or memo attached to the documents in question.

Section 5. Nothing herein shall prevent the dissemination of impersonal statistical information.

ARTICLE 17 SENIORITY

Section 1. Seniority shall be computed on the basis of uninterrupted length of continuous service with the Employer. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

Section 2. An approved leave of absence does not constitute a break in continuous service, provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 3. Employees laid off shall retain their seniority for a period of two (2) years from the date of layoff.

Section 4. In all matters wherein the Employer shall give consideration and evaluate two or more employee's seniority shall prevail pursuant to any applicable provision of this Agreement.

ARTICLE 18 LAYOFF AND RECALL

Section 1. When the Employer determines that a layoff is necessary, due to lack of work or lack of funds, the Employer shall notify the affected employees at least ten (10) calendar days in advance of the effective date of layoff. The Employer, upon request from the OPBA, agrees to discuss, with representatives of the OPBA, the impact of the layoff on Bargaining Unit employees.

Section 2. The Employer shall determine in which position layoffs will occur and layoffs of Bargaining Unit employees will be within the affected positions in order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off.

Section 3. When employees are laid off, the Employer shall create a recall list for each position. The Employer shall recall employees from layoff within each position as needed, The Employer shall recall such employees according to seniority, beginning with the most senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of twenty-four (24) months after the effective date of layoff. When the Employer recalls persons off the list, they shall be recalled to their previous position, but not necessarily to the shift on which they were working when laid off.

Section 4. Prior to the laying off of any full-time employees, the Employer shall layoff all part-time officers or part-time Sergeants.

Section 5. In the event the Sergeants rank is affected, any laid off Sergeant, who has previously held the rank of Patrolman, shall have the right to bump any Patrolman with less seniority than the affected Sergeant.

Section 6. Notice of recall from a long term layoff shall be sent to the employee by certified or registered mail with a copy to the OPBA. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 7. In the case of a layoff, the recalled employee shall have five (5) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following the receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice. All mailings shall be by registered, return receipt requested mail.

Section 8. No new employees shall be hired or promoted into positions from which members of the Bargaining Unit are on layoff until such time that all such eligible employees are recalled.

Section 9. The two lowest in seniority shall not be subject to Article 18, Section 4 for purposes of layoff.

ARTICLE 19 VACANCY AND PROMOTIONS

Section 1. Whenever the Employer determines that a full-time vacancy exists within the Bargaining Unit, the Employer shall follow the Civil Service Ordinance on filling those positions.

Section 2. Should any position in the department outside the Bargaining Unit become vacant during the term of this Agreement, the Employer agrees to give employees of the Bargaining Unit first consideration in filling said position.

Section 3. If a promotion is to be made, promotional selections shall be among the five employees scoring the highest composite score (assuming a passing score at the assessment center) on a battery of examinations. The examinations shall include the following:

- a) Assessment center conducted by Kent State University or other public or private agency as selected by the Employer;
- b) Joint interview with the City Manager and Police Chief;
- c) Review of personnel record, including but not limited to performance evaluations, commendations, disciplines, and etc.

The Employer shall purchase any relevant assessment Exam Study guides/books prior to the assessment examination, in which employees may review in preparation for the examination. Such study guides/books shall remain the property of the Employer and shall remain on the Employer's premises.

The above shall be scored in the following manner:

- a. Assessment Center: 75% (a grade of 70% must be scored to be promoted, if this type of scoring is applicable)
- b. Joint Interview including review of the personnel records: 25%

ARTICLE 20
LEAVE OF ABSENCE WITHOUT PAY

Section 1. The Employer may grant a leave of absence without pay to a full-time employee covered by this Agreement in accordance with the rules set forth in this article and the appropriate rules of the Employer.

Full-time employees who have served at least one (1) year with the Geneva Police Department may be granted a personal leave of absence without pay for a period of not to exceed thirty (30) consecutive days in one (1) year.

Section 2. Authorization for Leave: The authorization of a leave without pay is a matter of administrative discretion, however, no request for such leave shall be unreasonably denied. The Employer or his designated representative shall decide in each individual case if a leave of absence is to be granted within the limitations of the appropriate rules of the Employer. A leave of absence shall be requested and authorized on a form designated by the Employer. All requests for leaves of absence without pay should be applied for sixty (60) days prior to the commencement of the desired leave, unless an emergency situation arises that would warrant a waiver of advance notice pursuant to this provision.

Section 3. Reinstatement from Leave:

- A. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position, if the employee's former position no longer exists. Any replacement in the position while the employee is on leave, is to be on a temporary basis. If an employee fails to return to work at the expiration of any authorized leave of absence without pay, without good cause, he shall be considered as having resigned his position.
- B. An employee may be returned to work before the scheduled expiration of leave if the employee submits such requests in writing and such request is agreed to by the Employer.
- C. An approved authorized leave of absence without pay does not constitute a break in continuous service, provided the employee follows the proper procedure for such leaves, as required under this Article

Section 4. Unauthorized Leave of Absence: Any employee who commences a personal leave of absence without obtaining prior authorized approval, as stated in this article, shall be subject to the disciplinary procedure.

Section 5. Sick Leave and Vacation Credits: An employee on leave of absence without pay does not earn sick leave or vacation credits. However, the time spent on authorized leave of absence is

to be counted in determining the length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor.

Section 6. Abuse of Leave: If it is determined that an employee is abusing the leave of absence and not actually using it for the purpose specified, the Employer may cancel the leave and require the employee to report for work, or the employee shall be subjected to the disciplinary procedure.

Section 7. Failure to Return from Leave of Absence: An employee who fails to return to duty within three (3) days of the completion of a leave of absence, without reporting to the Employer or his designee, shall be considered as having resigned his position.

ARTICLE 21 HOURS OF WORK

Section 1. The standard work period for all full-time employees shall be forty (40) hours per week, and the scheduled work day shall consist of eight (8) hours per day. Each employee shall be assigned at least two (2) consecutive days off each week. The Employer shall retain the right to implement a work schedule utilizing four (4) ten (10) hour shifts per week. Prior to implementing a "four/tens" schedule the Employer would agree to meet with the OPBA to discuss the effects this schedule change would have on the Bargaining Units.

Section 2. During each shift, employees shall be entitled to a twenty (20) minute lunch period and two (2) ten (10) minute breaks for each shift of eight (8) hours worked. An additional two (2) ten (10) minute breaks will be given for each additional four (4) hour period in excess of eight (8) hour period. Breaks can be taken in conjunction with the twenty (20) minute lunch break. All breaks and lunch periods shall be scheduled based on operational needs.

Section 3. Work schedules shall be posted 60 days in advance and shall take into account all known vacation and holiday requests submitted prior to posting. Vacations and holiday requests submitted prior to January 15th of each year and approved and posted on the master schedule are not subject to schedule changes except in case of Public Safety Emergency(s).

Section 4. The Chief of Police shall retain the right to make schedule changes. A sixty (60) day notice shall be provided to the OPBA and a Labor/Management Committee meeting shall be scheduled to discuss the schedule change. In the event an employee's schedule is changed, the employee may submit a request for a holiday or a personal day up to sixty (60) days in advance, Article 23, Section 4 notwithstanding.

Section 5. Employees may exchange shifts with approval of the Chief or his designee. However, such exchange shall be solely voluntary between the individual employees.

Section 6. Rotation of days off shall continue for Patrolman and Sergeants for the duration of this Agreement.

ARTICLE 22 OVERTIME

Section 1. Each Bargaining Unit employee shall be entitled to receive overtime compensation at a rate of one and one-half (1-1/2) his regular rate of pay for all hours in excess of the forty (40)

hours per week, or eight (8) hours per day. For the purpose of computation of overtime, sick leave and leave of absences without pay shall not be counted as time worked. The ordering of overtime by the Chief of Police or his designee(s) to meet specific needs or operations of the Geneva Police Department shall continue.

Section 2. Uniformed employees shall be offered overtime on a rotating basis by seniority. Full-time employees shall be offered 50% of all overtime opportunities that arise as a result of scheduled and unscheduled time off. Required court appearances shall be exempt from this procedure, and time spent by an employee in court shall not be charged as overtime worked for purposes of rotation. The Calculation on the 50/50 rule shall be zeroed out annual from January 1st – December 31st.

Section 3. Any Bargaining Unit employee assigned to the Detective Bureau shall not be included in overtime rotation pursuant to Section 2 of this Article, and shall not be eligible to work uniformed overtime except as set forth below. However, any such employee shall be entitled to receive overtime compensation pursuant to Section 1 of this Article for all overtime hours worked performing investigatory duties. Refusal of overtime by uniformed offices will make the Detective Bureau eligible for any overtime opportunities pursuant to the rotation scheduled set forth in Section 2.

Section 4. For the purposes of this Article, scheduled and unscheduled overtime shall be defined as follows:

<u>SCHEDULED</u>	<u>UNSCHEDULED</u>
Vacations	Personal Days
Holidays	Call-ins
School Training	Unscheduled Sick Leave
Leave of Absence	Funeral Leave
Open/Vacant Shifts	
Scheduled Sick Leave	
Special Assignments	
Time off due to Disciplinary Action	

Section 5. For the purpose of this Article, schedule changes approved by the Chief of Police or his designee for holidays and vacations made with less than sixty (60) days advance notice by the employee shall not be subject to the 50/50 provision.

Section 6.

Overtime opportunities arising as a result of the following shall be exempt from the 50/50 split to the extent described by the following: 1) sixteen (16) hours per month for K-9 training for one OPOTA certified dog handler; 2) sixteen (16) hours per month for SWAT training for each SRT team member who has OPOTA SWAT certification. The training exempted for K-9 and SWAT shall be non-generalized training specific for each such discipline.

Section 7.

The Employer shall retain the right to establish a “Fixed Part-Time” position. This position may be scheduled as follows:

- If there are 9 members of the bargaining unit the “Fixed part-time” can be used for 40 hours per week.
- If there is 10 bargaining members of the unit the “Fixed part-time” can be used for 24 hours per week.
- If there is 11 bargaining members of the unit the “Fixed part-time” can be used for 0 hours per week.
- If a bargaining member is put on active military status, the City reserves the right to use the “fixed part-time” up to 40 hours per week. Hours scheduled to be worked by the “Fixed Part-Time” position shall be outside the provisions of Sections 2 and 4 above

Section 8.

Paid-Time-Off for any combination of Vacations/Holidays/Personal Days shall be limited to two (2) Bargaining Unit Employees on any given day. In the event the “Flex” shift/officer is not utilized to cover shifts or overtime and the “Flex” shift/officer remains “extra” coverage, the “Flex” shift/officer does not count in the maximum limitation of two (2) Bargaining Unit Employees off on any given day and he can request paid time off (vacation/holiday/personal day).

The Chief of Police and or his designee may allow a third (3rd) Bargaining Unit member to schedule a Personal Day under the following circumstances:

- a) The scheduling of any Paid-Time-Off shall be subject to the Chief’s approval and based on operational needs of the Geneva Police Department;
- b) The flex shift shall not be moved unless it is outside the sixty (60) day rule.
- c) No Full-Time overtime shall be caused by the granting of a third (3rd) Personal day. Said Personal day may be filled by a Part-Time Officer outside of any 50% / 50% provisions of this Article 22 – OVERTIME. The Full-Time Officer requesting the Personal Day shall be responsible for arranging the Part-Time coverage.

Section 9. An employee’s regular hourly rate herein shall include Shift Differential pay and Longevity as required by this contract.

Section 10. Once overtime is scheduled, excluding court-time, an employee is paid even when the event that creates the overtime is canceled unless the employee is given 24 hours’ notice.

Section 11. The flex shift is not subject to manning, overtime or considered a vacant/open shift. Hours covered by the flex officer that overlap other shifts will constitute coverage for the other shift vacancies. The Flex shift officer may be able to perform special detail assignment as long as the purpose is not to cover overtime shift.

***ARTICLE 23
HOLIDAYS***

Section 1. All full-time employees shall receive the following paid holidays:

New Year's Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day
Four (4) Personal Days
Employee's Birthday

Section 2. Employees who are scheduled to work on a designated holiday, specified in Section 1 of this Article, are entitled to receive compensation at the rate of one and one-half (1-1/2) times his usual rate of pay, in addition to his regular holiday pay, or at his option, one and one-half (1-1/2) times his usual rate of pay plus eight (8) hours off with pay, to be used at a later date at his discretion. Unless a valid doctor's excuse is provided, an employee who does not work a regularly scheduled day before, the day of, or the day after a holiday as specified in Article 23, Section 1 due to sick leave shall not qualify for the benefits under Article 23, HOLIDAYS, Section 2.

Section 3. All requests for holiday time off shall be submitted to the Chief in writing at least sixty-five (65) days in advance of said holiday. The Chief will grant an employee's request for holiday time off based on operational needs and staffing requirements as determined by the Chief.

Section 4. Employees may submit requests for holiday or personal time off prior to January 15. All requests for holiday time off not previously scheduled shall be submitted to the Chief in writing at least sixty-five (65) days in advance of said holiday. The Chief will grant an employee's request for holiday time off based on operational needs and staffing requirements as determined by the Chief.

Section 5. In the event two or more employees wish the same holiday time off, and the requests have been made according to Section 4 above, the senior most employees shall be granted the time off. If the request for holiday time off is made by two or more employees not in accordance with Section 4 above, then the first request for time off shall be honored. However, holiday requests submitted after January 15 may not bump a holiday submitted prior to January 15 and scheduled regardless of seniority.

Section 6. All requests for personal days shall be submitted at least twenty-four (24) hours in advance and such requests shall not be unreasonably denied.

Section 7. In the event an employee leaves employment with the City after taking unearned holiday time off, the employee must reimburse the City for the unearned hours used.

ARTICLE 24
VACATION

Section 1. Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

<u>Length of Service</u>	<u>Hours</u>
After 1 year	40 hours
After 2 years	80 hours
After 3 years	96 hours
After 8 years	120 hours
After 12 years	160 hours
After 18 years	200 hours
After 25 years	240 hours

Section 2. The Employer shall require that all vacation requests be made in writing and submitted for approval by January 15th of each year. Approval shall be made by the Chief of Police, based on operational needs. Upon approval by the Chief, if a conflict occurs, the senior most employee shall be given preference. All vacation time approved and posted on the master schedule may not be changed except in case of Public Safety Emergency(s). Requests for vacation to be taken in the first quarter of each year shall be submitted at least sixty-five (65) days in advance.

Section 3. Upon an employee's termination of employment with the City, the employee is entitled to receive vacation pay for which he has earned, but not yet taken. Should such employee be deceased, unused vacation shall be paid to the estate of the deceased employee.

Section 4. The years of service for vacation shall be based on the employee's anniversary date of hire. Full time employees shall receive credit for their City of Geneva part-time employment in determining vacation entitlements.

Section 5. Employees shall be able to carryover one (1) week of vacation under the following procedure:

1. A request to carryover one (1) week of vacation leave must be made in writing to the Chief of Police.
2. The carryover week of vacation must be scheduled and taken within the first quarter of the following year.
3. Compensation paid on the carryover vacation week shall be at the rate of pay at the time the employee earned the vacation.
4. Filling in the schedule for an employee on vacation as a result of carryover, shall not be charged against the 50/50 rule of scheduled overtime.

Section 6. Each member of the Bargaining Unit, paying into the PFPDF, may at the option of the member planning retirement, and with notice to the City Manager, select one of the following two options in regard to vacation time:

(A) The member may elect to take the vacations due in his last three (3) years of service, or receive a lump sum payment earned for each of the last three (3) years of service prior to retirement, and not be required to take the actual vacation days; or,

(B) The member may be able to forego the taking of a vacation during his last three (3) years of service and receive an amount commensurate with the vacation pay earned during this time. This compensation will be paid over the pay periods of the years in which the vacation was earned.

If a member of the Bargaining Unit, after selecting one of the above options (Section 6 A or B), decides to stay longer in the department, the following provisions shall apply:

Under Option A: The member will receive the lump sum payment due him for vacation time earned during the three (3) year period, with reasonable time taken for processing. The member will be unable to invoke either of the two vacation options again, and will be unable to convert any vacation time to compensatory time.

Under Option B: The member will not be allowed to work and be paid for his vacations in the future. The member will be unable to invoke either of the two vacation options, and will be unable to convert any vacation time into compensatory time.

Any member electing to take either of the two options in this Section shall file their intentions with the City Manager, on the form provided by the OPBA.

Section 7. Each member of the Bargaining Unit contributing into the PFPDF fund, shall be permitted to incorporate some or all of his earned, but unused overtime, holidays, vacation, longevity, and any other compensatory pay premiums, into said fund during his last three (3) years of service with the Employer. If the member remains past the three (3) year period he will be unable to roll over any time accumulated during the above stated three (3) year period, and will be unable to invoke the terms as stated above again.

ARTICLE 25 ***SICK LEAVE***

Section 1. Crediting of sick leave. Sick leave shall be earned at the rate of ten (10) hours with pay for each completed month of service. Each full calendar month of service shall be deemed a completed month of service. An employee shall not earn sick leave for any month unless the employee is in full pay status for at least twenty (20) work days during such month.

Section 2. Accumulation of sick leave. For all full-time employees unused sick leave shall be cumulative up to one hundred twenty (120) hours per year. The total amount of accumulated sick leave shall not exceed nine hundred sixty (960) hours for the first tier of sick hours. An employee may earn sick leave hours in excess of nine hundred sixty (960) hours, in a second tier of sick hours, after the first tier of nine hundred sixty (960) hours has been filled. No employee will accrue sick hours in the second tier of sick time until such time as the first tier is filled at nine hundred sixty (960) hours. Each employee will start to accumulate sick hours based from the employee's existing balance in the first tier starting January 1, 2003.

Section 3. Sick leave accumulated during authorized absences. Employees absent from work on authorized holidays, sick leave, vacation leave, or on special leave of absence with pay, shall continue to accumulate sick leave at the rate prescribed in Section 1 above.

Section 4. Use of sick leave. An employee eligible for sick leave with pay may use sick leave, upon approval of the City Manager or his designee, only for absence due to personal illness, injury, exposure to contagious diseases, which could be communicated to other employees, and illness or injury and death in the employee's immediate family. Upon approval of sick leave, sick hours will be deducted from the first tier of accumulated sick time. Upon the exhaustion of all sick leave hours within the first tier of sick hours an employee may seek to utilize sick hours accumulated, if any, in the second tier of sick time.

Section 5. Notification by the employee. When an employee is unable to work, he shall notify the immediate supervisor no later than one (1) hour before the time the employee is scheduled to report to work. Failure to do so may be cause for denial of sick leave with pay for the period of time absent.

Section 6. Evidence required for sick leave usage. Proof of illness, or injury to substantiate a request for sick leave pay may be requested by the City Manager or his designee, for an absence of more than three (3) days, if, in the judgment of the City Manager or his designee, such proof is necessary. Proof of illness or injury, when requested, shall be in the form of a written statement by a physician certifying that the employee's physical condition prevented him from performing the duties of the employee's position. The City reserves the right to have the employee submit to a medical examination, at the City's cost, to confirm any illness. Any employee fraudulently obtaining sick leave may be subject to disciplinary action.

Section 7. Transfer of sick leave credit. An employee who transfers from one City position to another City position, or from another public agency in Ohio, shall be credited with the unused balance of his accumulated sick leave, but not in excess of the accrual limit effective for employees of the City.

Section 8. Charging of sick leave. Sick leave shall be charged in minimum units of one (1) hour.

Section 9. Unpaid leave of absence. An employee, who has exhausted all of his sick leave/disability, may be considered for unpaid leave of absence. If said leave is granted, the leave shall commence the date sick leave expires and shall continue for a period of time not to exceed six (6) months. During a disability leave, the employee shall not be entitled to any compensation or fringe benefits, but shall accumulate seniority. Reinstatement following a duly authorized disability leave shall be in the form of a written statement from a physician certifying that the employee's physical condition will enable him to perform his assigned duties.

Section 10. Sick leave conversion. Full-time employees, with fifteen (15) or more years of service, who retire, become disabled, or are separated from employment for reasons other than discharge for cause, may elect at the time of retirement or separation to be paid in cash for one-half (1/2) of the value of any unused sick leave the employee has accumulated up to a maximum

sick leave accumulated in the first tier of nine hundred sixty (960) sick hours. No employee will be eligible for this one-half (1/2) cash out in excess of nine hundred sixty (960) hours of accumulated sick leave in the first tier of sick hours.

Section 11. Sick Comp Leave. Any sick leave accrued in the second tier of sick time, can be converted to compensatory time on a 4 to 1 basis (i.e., four (4) hours of sick leave is equal to one (1) hour of compensatory time), not to exceed forty (40) hours' time off during any calendar year.

Section 12. Bonus for non-use of sick leave.

All full-time employees, who use less than twenty (20) hours of sick leave within a six-month period, shall be eligible for a cash payment up to a maximum of \$300 for each six-month period for a total annual bonus of \$600. The bonus will be paid on a prorated basis of sick time used. Bonuses shall be determined on the basis of each six-month period separately. There shall be only one payment, calculated on the basis of each six-month period added together. For this section, the year shall commence on January 1 and conclude December 31. Payment of this bonus shall be within sixty days (60) calendar days of the completion of the year.

Section 13. Unless a valid doctor's excuse is provided, an employee who does not work a regularly scheduled day before, the day of, or the day after a Holiday specified in Article 23, Section 1 due to sick leave shall not qualify for the benefits under Article 23, Section 2.

ARTICLE 26

FAMILY MEDICAL LEAVE

Section 1. The City and the Union agree to adopt the Family Medical Leave Act as enacted and amended.

Section 2. Employees shall use their accumulated leave (vacation, holiday time, and personal days) with the exception of forty (40) hours in conjunction with Family Medical Leave.

Section 3. Overtime opportunities that arise as a result of extended leave (beyond three days) under the Family Medical Leave Act will be exempt from the overtime requirements of Article 22, Section 2.

ARTICLE 27

ON DUTY INJURY LEAVE

Section 1. In the event of a service connected injury incurred in the active discharge of duty, the employee shall receive full pay for a period not to exceed ninety (90) calendar days from the date of injury. The Employer may grant additional injury leave on a case-by-case basis for such additional injury leave time as the injury may warrant. Upon approval of an injury claim by Worker's Compensation, the employee shall pay to the Employer all income benefits paid to the employee by Worker's Compensation for the period of time during which the employee received full pay.

Section 2. To apply for benefits under Section 1 above, a written application shall be made to the Employer, accompanied by a certificate from a registered physician stating that such employee is unable to work and that such disability is the result of or is connected with the duties of such employee. It shall be the duty of the Employer to approve or reject the application and in doing so,

the Employer may require an examination by a registered physician of his selection. Approval of such shall not be unreasonably denied.

Section 3. Before any employee, who has made application to the Employer for benefits under this Article, is entitled to receive any benefits under this Article, they shall first make application for Worker's Compensation benefits. They must also complete an On-Duty-Injury report and Reimbursement Agreement with the Employer as soon as possible following the injury.

Section 4. In the event such on-duty-injury is disallowed by the Bureau of Workers Compensation or the Industrial Commission of Ohio, the employee shall be charged with all-time lost from work against his accumulated sick leave, or at the employee's option, the benefits shall be repaid in cash and/or vacation leave. If the employee does not have accumulated sick leave or accumulated vacation leave to cover either all or part of the time off up to and including the date the claim is disallowed, then the monies paid to the employee by the Employer under this Article shall be repaid by the employee to the Employer by reasonable payroll deduction.

ARTICLE 28 BEREAVEMENT LEAVE

Section 1. A full-time employee who wishes to take time off due to the death of an immediate family member should notify his or her supervisor as soon as practicable.

Section 2. Bereavement pay will be calculated based on the base pay rate at the time of absence, and it will not include any special forms of compensation, such as incentives, commissions, bonuses, overtime or shift differentials.

Section 3. Paid bereavement leave will be granted according to the following schedule:

- Employees are allowed up to five days off from regularly scheduled duty with regular pay in the event of the death of the employee's spouse, domestic partner, child/stepchild/guardianship child, father, father-in-law, mother, mother-in-law, son-in-law, daughter-in-law, brother, sister, grandparent, or grandchild. To be eligible for paid bereavement leave, the employee generally must attend a memorial service that is held within 6 months of the date of death of the relative.
- Employees are allowed up to two days off from regular scheduled duty with regular pay in the event of death of the employee's brother-in-law, sister-in-law, aunt, uncle, niece, nephew, first cousin, spouse's grandparent, step-parent, step-sibling, or non-residential stepchild. To be eligible for paid bereavement leave, the employee generally must attend a memorial service that is held within 6 months of the date of death of the relative.
- An employee may use an additional two days of sick leave for additional time off, as necessary.
- The City Manager may modify this policy based on individual circumstances, but not in such manner that will decrease the benefits provided.

- Bereavement leave shall not be considered an accruing benefit, and shall not be eligible for payment as part of the employee's exit pay.

**ARTICLE 29
JURY DUTY**

Section 1. All full-time employees who are called for jury duty shall be excused from work for the days on which they are required to serve. If working dayshift, the employee must return to work if not seated on the jury or is dismissed early.

Section 2. Employees shall receive for each day of Jury duty leave, his regular rate of pay, less any compensation received from the court.

**ARTICLE 30
COURT TIME**

Section 1. An employee required to appear in court on behalf of the Employer during off duty hours shall be paid a minimum of three (3) hours of pay at one and one-half (1-1/2) the employee's regular rate of pay. In the event a court appearance is scheduled within one hour prior to the officer's regularly scheduled shift, the rate of pay will be one and one-half only for the one-hour period prior to the start of his/her shift. Any court appearance scheduled within one hour after the officer's scheduled shift shall be compensated at the overtime rate for the time required to remain after the shift. An employee may elect to receive 4 hours of compensatory time in lieu of overtime, not to exceed 4 hours of earned comp hours in any given day. The compensatory rules detailed in Article 41 will apply to these hours earned.

**ARTICLE 31
CALL-IN PAY**

Section 1. Employees who are called in and required to work at a time other than their regularly scheduled hours will be paid a minimum of two (2) hours of pay at one and one-half (1-1/2) the employee's regular rate of pay. Employees called in shall be called in by order of seniority pursuant to the overtime provisions contained in this Agreement.

Section 2. The Employer may determine in emergency situations the necessity to call out an employee with expertise particular to a given situation without penalty.

**ARTICLE 32
EDUCATIONAL PAYS**

Section 1. The city shall pay an employee for specialized training according to the following schedule. For each one (1) hour of certified training in law enforcement and/or related subject as approved by the employer, an employee will receive twelve dollars and fifty cents (\$12.50) per hour. Certificates must be earned post Academy and must be no more than five (5) years old. In addition, for an Associate Degree, an employee will receive one hundred fifty dollars (\$150); and for a Bachelor of Arts or Bachelor of Science Degree, an employee will receive two hundred fifty dollars (\$250). Employees may earn a maximum of eight hundred dollars (\$800) per year of the Agreement. Payments shall be made once each year in the first pay of December. All payments will be based upon submission of sufficient documentation that the course(s) or degree(s) has been

completed at the employee's expense. All courses or degrees must be from an approved institution, training academy, and/or accredited college of university.

**ARTICLE 33
TRAINING**

Section 1. Each Bargaining Unit employee may be required to attend training in law enforcement and/or a related subject, as approved by the Employer. Such training shall be paid for by the Employer inclusive of any travel expenses incurred at rates set forth below. Travel time to the training and returning from completion of training will be paid for actual travel time up 8 hours per day.

- (a) Mileage: will be paid in accordance with the IRS mileage reimbursement rates when the employee is required to use his own personal vehicle.
- (b) Hotels: not to exceed fifty-five dollars (\$55.00) + tax, per night.
- (c) Meals: not to exceed thirty dollars (\$30.00) per day with overnight stay, verified with receipts as follows:
 - 1) Maximum per meal = Breakfast - \$8.00, Lunch - \$10.00, Dinner - \$12.00
- (d) Any expense covered by the training facility shall not be reimbursed to the employee.

Section 2. In the event an employee is unable to schedule training hours during the course of a calendar year, (January 1 to December 31), the Employer shall not be obligated to schedule the necessary hours, if operational requirements prohibit such scheduling.

Section 3. The Employer reserves the right to limit the number of employees off on training at one time.

**ARTICLE 34
WAGES**

Section 1. Full-time employees shall be compensated in accordance with the following wage schedule:

The hourly wage rates above provide for a 2% General Wage Increase January 1, 2016, a 2% General Wage Increase January 1, 2017 and a 2.5% General Wage Increase January 1, 2018

PATROLMAN

		2016	2017	2018
Start	\$18.57	\$ 18.95	\$ 19.42	
6 months	\$19.49	\$ 19.88	\$ 20.38	
12 months	\$20.49	\$ 20.90	\$ 21.42	
18 months	\$ 21.53	\$ 21.96	\$ 22.51	
24 months	\$ 22.62	\$ 23.08	\$ 23.65	
30 months	\$ 23.72	\$ 24.19	\$ 24.79	

SERGEANTS

Start	\$ 24.80	\$ 25.29	\$ 25.92
6 months	\$ 25.04	\$ 25.54	\$ 26.18
12 months	\$ 26.10	\$ 26.62	\$ 27.16

Section 2. Employees hired as full-time Patrolman may be placed at a wage higher than the starting rate, at the discretion of the City Manager, if the employee's experience and/or educational background justifies said salary scale placement.

Section 3. Full-time employees, who work the second or third shift, shall be compensated, in addition to their regular wages, the following Shift Differential:

Second Shift	\$.50/hour
Third Shift	\$.50/hour

Section 4. Any employee entitled to shift differential shall have the specified amount of the differential shown on his paycheck as a separate item.

Section 5. An employee who is required to train another officer shall be paid an additional \$.50¢ per hour. Training pay will not be paid if the Patrol Officer and/or Sergeant assigned to train are relieved from their normal Patrol Officer/Sergeant duties.

ARTICLE 35

CORRECTION OF PAYROLL ERRORS

Section 1. Provided that reasonable notice to process payroll is given, the following rules will govern payroll corrections:

Normally, the City will use best efforts to correct substantial payroll underpayments within two (2) payroll clerk working days. Other payroll underpayments shall be corrected in the next pay. A substantial payroll error involves at least a day's worth of employee's pay.

Normally, an employee will negotiate a substantial payroll overpayment with the City within two (2) payroll clerk working days of notice of the error. Typically, the employee shall not be required to reimburse the City for payroll overpayments until the next payroll period. If the overpayment is a substantial payroll overpayment, defined as over a day's worth of an employee's wages, repayment will be made within a reasonable period of time, as agreed upon between both Parties.

ARTICLE 36

LONGEVITY

Section 1. All full-time employees shall receive longevity pay based on their continuous length of service with the Employer. The amounts, effective January 1, 2006, shall be as follows:

5 through 9 years	\$250.00/year
10 through 14 years	\$500.00/year
15 through 19 years	\$750.00/year
20 through 24 years	\$1,000.00/year
25 years through 29 years	\$1,250.00/year
30 years and up	\$1,500.00 year

Section 2. Effective January 1, 2013 Longevity will be paid on an hourly basis according to the amounts in Appendix A as attached to this Agreement.

**ARTICLE 37
OFFICER-IN-CHARGE PAY**

Section 1. Any employee who is required by the Employer to act as the Officer-in-charge for a period of four (4) hours or more shall receive compensation (in addition to his regular hourly rate), in the amount of fifty cents (\$.50) per hour for all hours worked.

Section 2. If an employee is required by the Employer to act as Officer-in-charge for a period of time less than four (4) hours, said O.I.C. pay shall not be received.

Section 3. The assignment of the Officer-in-charge shall be based on the seniority of employees scheduled to work the shift needing the Officer-in-charge.

Section 4. When the Chief is absent and he designates a Sergeant as the Officer in charge, the Officer-in-charge will be paid an additional fifty cents (\$.50) per hour, for all hours worked by the Sergeant as Officer-in-charge.

**ARTICLE 38
UNIFORM ALLOWANCE**

Section 1. Each bargaining unit member will be paid \$650.00 per year for uniform allowance and \$125.00 a year for clothing maintenance allowance. The employees will be paid by the first payroll in March for the above allowances. .

Section 2. All clothing purchases must be off the approved list that will be provided by the Police Chief or Police Captain

Section 3. All uniform goods will remain the property of the City.

Section 4. The Employer agrees to maintain the practice of supplying and replacing bullet proof vests for all members of the Bargaining Units. Employees shall be required to follow proper procedures for the wearing of said vests. Worn or damaged vests will be replaced by the City.

Section 5. The City will continue to provide all required weapons to new employees. Employer-required new weapons will be supplied by the City. Uniform decorations will be provided by the City.

**ARTICLE 39
INSURANCE**

Section 1. The City shall provide each full-time employee with the High Deductible Health Insurance plan that meets all federal and state regulations with a Health Savings Checking account. Effective January 1, 2016 the City will make contributions to the employee's Health Savings Account with the HSA provider selected by the City. The City's annual contributions to the employee's Health Savings Account will be the amounts following:

- 1) For 2016 the City will contribute \$ 1,090for single coverage and \$ 2,180for family coverage;
- 1) For 2017 the City will contribute \$ 1, 090 for single coverage and \$ 2,180 for family coverage; In the event the annual renewal increase is more than 5%, the City reserves the right to have a reopener for wages and insurance. Employer agrees to waiver all limitations on the conciliators powers as provided in O.R.C. 4117.14(G) (11) and agrees that increases in rate of compensation and other matters with cost implications awarded by the conciliators may be effective in the year at issue.
- 2) For 2018 the City will contribute \$1,090 for single coverage and \$ 2,180for family coverage. In the event the annual renewal increase is more than 5%, the City reserves the right to have a reopener for wages and insurance. Employer agrees to waiver all limitations on the conciliators powers as provided in O.R.C. 4117.14(G) (11) and agrees that increases in rate of compensation and other matters with cost implications awarded by the conciliators may be effective in the year at issue.

Section 2. The Employer payments will be made on a semi-annual basis during each calendar year, the first half in January and the second half in July. Provided, however, that the City may contribute up to the entire annual amount should an employee, due to a catastrophic event, spend his entire account balance prior to July of a given year. Each employee has the option to contribute to his/her HSA account pre-tax through payroll deduction. No employee, however, shall be required as a condition of remaining in the HSA Plan to make any contributions. For employees enrolling in the plan after January 1st plan year, the City's contribution will be prorated based on months of employment remaining in the current year. The first contribution will be paid during the employee's first month of participation in the high deductible health plan. Any additional employer payments will be made on the next regularly scheduled citywide funding date.

Section 3. Employees eligible for the City's High Deductible Health Insurance Plan but not eligible to contribute to a Health Savings Account will be paid a cash equivalent equal to the amount they would have received as an employer contribution, \$1,090 for single coverage and \$2,180 for family coverage. It is the responsibility of the employee to determine their HSA eligibility status according to the conditions set forth in the Federal Tax Law and to notify Human Resources of any change in eligibility

Section 4. Additional coverage for prescription, dental, vision and other possible coverage may be added, based on the selection provided by the City, conditional on the approval of all City Bargaining Units.

Section 5. The Employer will also provide a paid life insurance policy in the amount of twenty thousand dollars (\$20,000.00), payable by the city for each full-time employee.

Section 6. If an employee is covered by their spouse's medical coverage, said employee shall be eligible for the following total yearly cash payment, upon providing a written request to the City Manager. Payments shall be made on a "pro rata" monthly basis for each month that the employee remains eligible for said payment.

<u>Coverage Change</u>	<u>Payment</u>
Family to Single	\$ 1,000.00
No Coverage	\$ 2,800.00

ARTICLE 40
COMPENSATORY TIME

Section 1. Any compensation time in the 100 hour bank that was earned under a previous agreement will still be available for use and will not be cashed out.

Section 2. An employee can elect to take 4 hours of compensatory time in lieu of 3 hours court time not to exceed 4 hours of earned compensatory time in any given day. An employee that elects to take compensatory time in lieu of overtime for court time can earn up for 40 hours annually.

Section 3. Compensatory time can only be taken if it does not create overtime. Use of accrued compensatory time shall be with the prior approval of the Chief or his designee, and shall be in increments of not less than four (4) hours. The City reserves the right to cancel compensatory time if it creates overtime or staffing is needed to fill other shifts.

Section 4. If the 40 hours compensatory time earned through the year is not used it will be paid out in the last payroll of the year.

Section 5. An employee, upon retirement, shall be paid for all accrued, but unused compensatory time off. In the event of the employee's death, while employed by the Employer, payment pursuant to this provision, shall be made to the employee's legal heirs. This payment shall be based upon the employee's rate of pay of compensation at the time of his retirement.

Section 6. When an employee is off on compensatory time, the Employer is not obligated to fill the scheduled opening under the 50/50 rule. The Employer may use part-time employees to fill-in for employees off on compensatory time.

ARTICLE 41
STANDBY STATUS

Section 1. Any employee directed by the Employer to "stand-by" and thereby requiring such employee to remain at the personal residence of such employee for instant contact, shall receive one (1) hour compensation for each two (2) hours required to be on such status.

Section 2. Any employee directed by the Employer to "stand-by" and thereby requiring such employee to remain at a telephone where such employee can be reached within one (1) hour, shall receive one (1) hour compensation for each four (4) hours required to be on such status.

ARTICLE 42
PFPDF PICK-UP

Section 1. All employees covered by this Agreement shall have the City "pick-up" (assume and pay) the employee's share of PFPDF, by the salary reduction method.

ARTICLE 43
RETENTION OF BENEFITS

Section 1. All the Employer's ordinances, resolutions, and procedures and benefits enjoyed by the members of the Bargaining Units as a result of the negotiated provisions of this Agreement, shall remain in full force and effect for the duration of this Agreement. Any ordinances, resolutions, and practices that conflict with the terms of this Agreement at the signing of this Agreement, shall be deemed null and void and the provisions of this Agreement shall prevail with regard to those conflicting ordinances, resolutions and practices.

ARTICLE 44
HEALTH AND SAFETY

Section 1. A. Safety is a prime concern and responsibility of both Parties. Therefore, the Employer accepts the responsibility to provide safe working practices for his employees.

B. The employee(s) accepts the responsibility to maintain his tools, equipment and work area in a safe and proper manner, and accepts the responsibility to follow all safety rules and safe working practices of the Employer.

Section 2. A. All unsafe working conditions must be reported by the employee in writing to the employee's immediate supervisor in charge within twenty-four (24) hours of the time such unsafe working conditions became apparent.

B. The supervisor will investigate all written reports of unsafe working conditions and, whenever possible, within twenty-four (24) hours will correct any which are found. The supervisor shall be responsible for ensuring that all safety rules and safe working practices are followed by his employees.

C. The supervisor will notify the employee who reports any unsafe working conditions, in writing, of corrections which have been made.

ARTICLE 45
SAVINGS CLAUSE

Section 1. This Agreement shall supersede any present and future State and local laws, along with any applicable Rules and Regulations, and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.

Section 2. If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the Parties or in one not between the Parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

Section 3. If in the event any provision herein is so rendered invalid, upon written request of either Party hereto, the Employer and the OPBA shall meet within thirty (30) days for the purpose of negotiating a satisfactory replacement for such provision.

Section 4. Any negotiated change must be reduced to writing and signed by both Parties to be effective and incorporated into this Agreement.

ARTICLE 46

WAIVER IN CASE OF EMERGENCY

Section 1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Federal or State legislatures, and the Ashtabula County Emergency Management Agency such acts of God and civil disorder, the following conditions of the agreement shall be automatically suspended:

- a. Time limits for the Employer's or Union's reply on grievances; and,
- b. All work rules and/or provisions of this Agreement and practices relating to the assignment of all employees

Section 2. Upon the official termination of an emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement, and shall proceed from the point in the grievance procedure to which the grievance had properly progressed.

Section 3. Those provisions of this Agreement relating to established rates of pay, shall not be waived during said emergencies as defined in Section 1 above.

Section 4. Any event as described in Section 1 above shall be deemed to have ended no later than forty-five (45) calendar days after the date the emergency was declared.

ARTICLE 47

DURATION OF AGREEMENT

Section 1. This Agreement shall be effective as of January 1, 2016, and shall remain in full force and effect until December 31, 2018.

Section 2. The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law 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. The provisions of this Agreement constitute the entire agreement between the Employer and the Union and all prior agreement, either oral or written, are hereby canceled. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and unequivocally waives the right and each agrees that the other shall not be obligated to bargain collectively or individually 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 of either Party or both Parties at the time they negotiated or signed this Agreement.

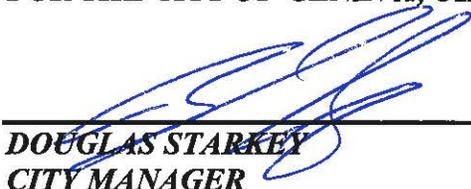
Section 3. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) days, not later than ninety (90) days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) weeks upon receipt of the notice of intent.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed this _____ day of _____, _____.

FOR THE CITY OF GENEVA, OHIO

FOR THE OPBA



DOUGLAS STARKEY
CITY MANAGER



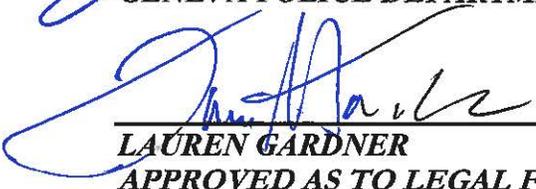
ROGER WILT
GENEVA POLICE DEPARTMENT



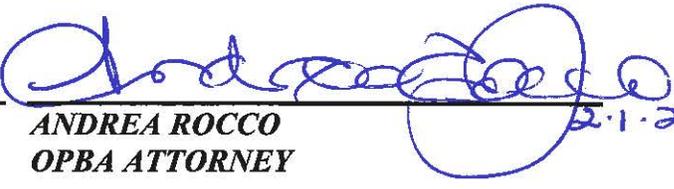
CHIEF DANIEL DUDIK
GENEVA POLICE DEPARTMENT



CHRISTOPHER CAHILL
GENEVA POLICE DEPARTMENT



LAUREN GARDNER
APPROVED AS TO LEGAL FORM
CITY SOLICITOR



ANDREA ROCCO
OPBA ATTORNEY



SARA FAGNILLI
CITY OF GENEVA ATTORNEY

2-1-2016

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