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AGREEMENT

BETWEEN

THE CITY OF GREENVILLE

and

**GREENVILLE PATROL
OFFICERS ASSOCIATION**

Effective January 1, 2016

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PREAMBLE

This Agreement, entered into by the City of Greenville, Ohio, hereinafter referred to as the "Employer," and the Greenville Patrol Officers Association, hereinafter referred to as the "Association," 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 wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 1 MANAGEMENT RIGHTS

Section 1.1. Except as specifically limited herein, the Employer shall have the exclusive right to manage the operations, control the premises, direct the working forces, and maintain efficiency of the operations. Specifically, the Employer's sole and exclusive management rights shall include, but are not specifically limited to:

- A. Hire, discipline and discharge for just cause;
- B. Layoff and promotion;
- C. Promulgate and enforce employment rules and regulations;
- D. Reorganize, discontinue, or enlarge any department or division;
- E. Transfer employees, including the assignment and allocation of work;
- F. Introduce new and/or improved equipment, methods, and/or facilities;
- G. Determine work methods;
- H. Determine the size and duties of the work force, the number of shifts required, and work schedules;
- I. Establish, modify, consolidate, or abolish jobs or classifications;
- J. Determine staffing patterns, including but not limited to assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked;
- K. Maintain and improve the efficiency and effectiveness of governmental operations;
- L. Determine the overall mission of the Employer as a unit of government;
- M. Take actions to carry out the mission of the public employer as a governmental unit.

Section 1.2. The Association recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the right and function of the Employer.

ARTICLE 2
ASSOCIATION RECOGNITION

Section 2.1. The Employer recognizes the Association as the exclusive representative for all full-time employees in the bargaining unit described in this Section. This unit arose through tradition, custom and practice, and is "deemed certified" as provided in Ohio Revised Code Section 4117.05(B) and includes:

All regular full-time employees in the classification of Patrol Officer and all regular full-time employees in the classification of Sergeant.

but excludes:

The Police Chief, Lieutenants and above, Clerical Personnel, Dispatchers, Parking Meter Personnel.

Section 2.2. The parties agree that neither the Employer nor the Association shall discriminate against any employee because of the employee's membership or non-membership in the Association or the employee's participation or lack of participation in Association activities.

Section 2.3. 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 3
DUES DEDUCTION/FAIR SHARE FEES

Section 3.1. The Employer agrees to deduct Association membership dues or fair share fees in accordance with this Article for all employees of the bargaining unit one hundred eighty (180) days following the first date of employment.

Section 3.2. The Employer agrees to deduct regular Association membership dues once each month from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. A signed payroll deduction form as provided by the Employer must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Association dues from the payroll check for the next pay period following the pay period in which the authorization was received by the Employer. Dues deducted under this Section shall be remitted to the treasurer of the Association as soon as practical following such deductions.

Section 3.3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Association dues or fair share

fees. The Association hereby agrees that it will indemnify and hold the Employer harmless of any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Association, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Association.

Section 3.4. The Employer shall be relieved from making dues or fair share fee deductions upon an employee's (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; or (4) an unpaid leave of absence. The Employer shall also be relieved from making dues deductions upon receipt of an employee's written revocation of the dues deduction authorization.

Section 3.5. The Employer shall not be obligated to make dues or fair share fee deductions from any employee who, during any dues payment period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Association dues or fair share fees.

Section 3.6. The rates at which dues and fair share fees are to be deducted shall be certified to the Employer by the treasurer of the Association during January of each year. One (1) month advance notice must be given the City Auditor prior to making any changes in an individual's dues deduction.

Section 3.7. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

Section 3.8. It is agreed that all employees who do not join the Association or remain members in good standing, shall be required to pay a fair share fee to the Association as a condition of employment. This obligation shall commence upon the successful completion of the probationary period.

This provision shall not require any employee to become or remain a member of the Association, nor shall the fair share fee exceed the dues paid by Association members in the same bargaining unit or exceed the percentage of the normal dues used by the Association in the administration of the collective bargaining agreement. The deduction of a fair share fee by the Employer from the payroll check of the employee and its payment to the Association is automatic and does not require the written authorization of the employee. The fee deduction shall be made on the same payroll days that Association dues are deducted.

Section 3.9. The above fair share provisions shall be contingent upon the Association's submission of a rebate procedure which meets the requirement of applicable law. The rebate procedure shall be attached as Appendix A.

ARTICLE 4 **ASSOCIATION ACTIVITIES**

Section 4.1. The Association shall certify to the Employer within fourteen (14) calendar days following the execution of this Agreement, a list containing the name, home address, and home phone number of all Association officers and designated representatives. Such list shall contain the

names of not more than four (4) employee members of the Association who shall be identified as "designated representatives".

If there are any changes of any information contained in the list provided for in this Section, the Association shall notify the Employer in writing of such change within fourteen (14) calendar days of the effective date of the change.

Section 4.2. Association activities shall be conducted outside the employees' normal working hours. The designated representatives as provided for in Section 4.1 may participate in negotiations, or the writing of grievances during normal working hours with no loss of pay or gain in pay provided prior authorization is obtained from the Police Chief, Lieutenant or in their absence the Safety Service Director.

For purposes of this Section "outside the employees' normal working hours" is defined as those hours when the employee is not being compensated by the City to perform work and is therefore not in paid working status.

Section 4.3. Wherever the term "Association Representative" is used throughout this Agreement, it shall mean those employee members as specified in Section 4.1 above or other non-employee representative authorized by the Association to represent the Association or a bargaining unit employee. All Counselors-at-law shall be deemed to have authorization from the Association.

ARTICLE 5 **BULLETIN BOARDS**

Section 5.1. The Employer shall provide space for the Association to install a bulletin board for its use. The Employer reserves the right to deny use of such if the Employer considers the material to be derogatory and/or inflammatory. If there is a dispute, the disputed material shall be removed, pending referral of the matter to the Labor/Management Committee.

ARTICLE 6 **PERFORMANCE EVALUATION**

Section 6.1. Employee performance evaluations shall be conducted annually and at such additional times as the Employer deems appropriate. The annual performance evaluation shall be the sole basis for granting or withholding within grade pay increases.

Section 6.2. All employees shall be considered for within-grade pay increases prior to or during the pay period which includes the employee's anniversary date. In addition to the foregoing, probationary employees will be considered for step increases after the expiration of six (6) months service to the Employer.

Section 6.3. Failure of the Employer to conduct a performance evaluation shall not be considered a reason for denial or the withholding of a within-grade pay increase. Such increases shall not be withheld if the performance evaluation is not given.

Section 6.4. Verbal warnings (written record) or written reprimands shall not be used as the basis for denial of within grade pay increases after twelve (12) months from the date the warning or reprimand was received.

Section 6.5. The Employer shall not establish a system which utilizes quotas, points or any other form of numerical goals which would require officers to make a certain number of arrests, citations, summons or convictions. Subject to the provisions of this section, the Employer is not prohibited from pursuing disciplinary action against an employee for just cause for neglect of duty.

ARTICLE 7 **DISCIPLINE**

Section 7.1. No non-probationary employee shall be reduced in pay and position, suspended, removed or discharged or otherwise disciplined except for just cause. The Employer may take disciplinary action for misconduct occurring while the employee is on duty; working in the uniform of the Employer; off-duty engaged in a police action; in instances where the employee's conduct violates the employee's oath of office; or for any off-duty conduct which violates the rules of the department and which adversely affects the employee's ability to function as a law enforcement officer.

Forms of corrective or disciplinary action are:

- A. Counseling
- B. Training
- C. Verbal Warning (written record)
- D. Written reprimand
- E. Suspension without pay
- F. Reduction in rank and/or pay
- G. Discharge from employment.

Section 7.2. Except in instances where an employee is charged with a serious offense, discipline will be applied in a progressive and uniform manner. 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.

Section 7.3. The Employer shall require that all public complaints received against a bargaining unit employee not be anonymous.

The Employer shall have the right to investigate any serious anonymous or unsigned complaint but if no substantiating evidence is discovered, the complaint shall be considered unfounded.

The Employer or designee may interview or question an employee regarding alleged or suspected misconduct during the Employer's preliminary investigation of any complaint or allegation. At least twenty-four (24) hours prior to any interview or questioning, the employee will be provided a written Notice of Preliminary Investigation, which shall include the date, time and specific facts of the complaint, including the Public Complaint Form and any written statements. The employee will be provided a written Notice of Preliminary Investigation.

The following conditions shall apply to the preliminary investigation interview:

- A. The employee will be apprised of the nature of the allegation or suspected misconduct as it is known at the time.
- B. The employee will be permitted to have an Association representative and/or a FOP/OLCI representative present during questioning and the Association and/or FOP/OLCI representative shall have the right to speak on behalf of the employee if the employee requests representation. The Garrity Warning remains applicable under this section.
- C. The notice of preliminary investigation shall contain a statement informing the employee that failure to respond or failure to respond truthfully may result in disciplinary action.
- D. The employer and/or the employee may tape record the interview.
- E. Employees being questioned as witnesses shall be so informed at the time questioning begins. If during such questioning, the Employer has reason to suspect misconduct on behalf of the employee being questioned as a witness, the Employer shall so notify the employee as outlined in Paragraph A of this Section.

Section 7.4. If following the Employer's preliminary investigation of any alleged or suspected misconduct the Employer has reason to believe that disciplinary action resulting in any loss of pay to the employee may be warranted, the Employer shall schedule a pre-disciplinary conference. The purpose of the pre-disciplinary conference is to provide the employee with an opportunity to offer an explanation to the charges as outlined in the Notice of Pre-Disciplinary Conference.

The following shall be applicable to the pre-disciplinary conference process:

- A. The employee shall be provided a written Notice of Pre-Disciplinary Conference not less than seventy-two (72) hours in advance of the conference, Saturdays, Sundays and holidays excluded. Whenever practical and possible, the notice shall be issued to the employee, personally.
- B. The Notice of a Pre-Disciplinary Conference shall contain a written outline of the charges which may be the basis for disciplinary action and notification of the date, time and location where the conference will be held.

- C. The employee must choose to (1) appear at the conference to present oral or written statements in the employee's defense; (2) appear at the conference and have one (1) chosen Association and/or FOP/OLCI representative present oral or written statements in defense of the employee; or, (3) elect in writing to waive the opportunity to have the pre-disciplinary conference.

Failure to elect and pursue one of these three options or failure to appear at a scheduled pre-disciplinary conference will be deemed a waiver of the employee's right to a pre-disciplinary conference.

- D. If the employee elects to attend the pre-disciplinary conference, the employee shall be entitled to the following: copies of any complaint form filed; copies of all written statements pertaining to the complaint; and copies of all video/audio recordings to be used as evidence to support the complaint.

The employee shall submit a written request for the above information within twenty-four (24) hours following receipt of the Notice of Pre-Disciplinary Conference.

The employee shall be provided not less than forty-eight (48) hours, after the receipt of the items, to review the above information prior to the pre-disciplinary conference.

- E. At the pre-disciplinary conference, the employee may present any testimony, witnesses or documents which explain whether or not the alleged misconduct occurred. The employee shall provide a list of witnesses and the name of the Association representative, if any, to the Employer as far in advance as possible, but not later than twenty-four (24) hours prior to the pre-disciplinary conference. It is the employee's responsibility to notify witnesses that the employee desires their attendance at the conference. The Employer may require the attendance of employee witnesses requested by the employee within reason. Pre-disciplinary conferences held outside the charged employee's scheduled working hours shall be considered time worked.

- F. No later than twenty-four (24) hours prior to the scheduled starting time of a pre-disciplinary conference, Saturdays, Sundays and holidays excluded, the employee may present a written request for a continuance of not more than forty-eight (48) hours. Such request shall contain the reason for requesting a continuance. The Employer shall not unreasonably deny such request.

Section 7.5. At any time during the disciplinary process provided for in this Article, the employee may waive in writing the opportunity to a pre-disciplinary conference. If requested by the employee, the form and severity of disciplinary action shall be agreed upon in writing before the pre-disciplinary conference is waived. Disciplinary actions agreed upon in writing by the Employer and the employee, shall not be subject to any appeal procedure.

Section 7.6. Grievances concerning the disciplinary actions of verbal warnings (written record) and written reprimands may be appealed through steps one (1), two (2) and three (3) of the grievance procedure, but may not be appealed to step four (4), or to any other appeal procedure.

Section 7.7. The parties may, by mutual agreement, agree to extend or waive any time limits provided for in this Article.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 8.1. The term "grievance" shall mean an allegation that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement or those matters which are controlled by the ordinances of the City of Greenville, the provisions of Federal and/or State laws and/or by the United States or Ohio State constitution.

Section 8.2. All grievances must be presented at the proper step and time in progression in order to be considered at the next step.

Grievances involving lost pay discipline shall be initiated at Step 3 of the grievance procedure.

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's representatives within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. Time limits set forth herein may only be extended by mutual agreement.

A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit employees 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 group will process the grievance, and shall so indicate that the grievance is a group grievance. All employees who are affected by any group grievance must sign such group grievance.

When used in this procedure, the word "day" shall mean calendar day. Whenever a time limit ends on a Saturday, Sunday, or a holiday, the end of the time limit shall run until the end of the next day which is not a Saturday, Sunday or holiday.

Section 8.3. A written grievance must be submitted to the grievance procedure within fourteen (14) calendar days after an employee knows or should have known the facts giving rise to the grievance, otherwise it will be considered not to have existed.

Section 8.4. All grievances must be submitted on a form agreed to by the parties and must contain the following information, if applicable, to be considered:

- A. Aggrieved employee's name and signature;
- B. Date, time and location of grievance;
- C. Description of incident giving rise to the grievance;

- D. Date grievance was first discussed;
- E. Name of supervisor with whom grievance was first discussed;
- F. Date grievance was filed in writing;
- G. Article(s) and Section(s) of the Agreement alleged to have been violated; and
- H. Desired remedy to resolve grievance.

Section 8.5. Any grievant may, if the employee so desires, have an Association representative accompany the grievant at any step or meeting provided for in this Article.

Section 8.6. It is the mutual desire of the Employer and the Association to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Association to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedures shall be followed:

Step 1: Within the established time limits, the aggrieved employee shall submit a written grievance to the Police Chief or designee. It shall be the responsibility of the Police Chief or designee to investigate the matter and to provide a written response to the aggrieved employee within seven (7) calendar days following receipt of the grievance.

Step 2: If the grievance is not resolved in Step 1, the employee may within seven (7) calendar days following the Step 1 reply, refer the grievance to the Safety Director or designee. The Safety Director shall have seven (7) calendar days in which to schedule a meeting, if deemed necessary, with the aggrieved employee. The Safety Director shall investigate and respond in writing to the grievance within seven (7) calendar days following the meeting date or seven (7) calendar days following receipt of the grievance, whichever is later.

Step 3: If the grievance is not resolved in Step 2, the employee may refer the grievance to the Mayor or designee within fourteen (14) calendar days after receiving the Step 2 reply. The Mayor shall have seven (7) calendar days in which to schedule a meeting with the aggrieved employee. The Mayor shall investigate and respond in writing to the grievant and/or appropriate representative within fourteen (14) calendar days following the meeting.

Step 4: A grievance unresolved at Step 3 may be submitted to arbitration upon request of the Association in accordance with the provisions of Section 8.7 of this Article hereinafter set forth.

Section 8.7. The Association, based upon the facts presented, has the right to decide whether to arbitrate a grievance.

Within twenty-one (21) calendar days from the date of the final answer on a grievance at Step 3, the Association shall notify the Employer, in writing, of its intent to seek arbitration over an unresolved grievance. The Association may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party or parties canceling the arbitration. Any grievance not submitted to arbitration within the twenty-one (21) calendar day period described above shall be deemed settled on the basis of the last answer by the Employer or representative(s).

A. The arbitrator shall be selected in the following manner:

The American Arbitration Association (AAA) shall be jointly requested to submit a panel list of seven (7) arbitrators from Area 15 (Ohio). The parties shall then choose an arbitrator by alternately striking names from the AAA list until only one (1) name remains; which shall be the arbitrator chosen by the parties. The party requesting arbitration shall strike the first name from the list. Prior to beginning the name striking procedure, either party may reject the entire list and request another list from the AAA. The costs of the lists shall be equally borne by the parties.

B. If either party challenges the arbitrability of a grievance, it shall notify the other party of its challenge and intent to raise the issue at the arbitration hearing. At the hearing, the first question to be placed before the arbitrator is whether or not the issue is arbitrable and within the arbitrator's jurisdiction to decide. If the arbitrator determines the grievance is arbitrable, the grievance will be heard on its merits before the same arbitrator. The arbitrator shall limit the decisions strictly to the interpretation, application, or enforcement of specific Articles of this Agreement. The Arbitrator may not modify or amend the Agreement.

C. The decision of the arbitrator shall be final and binding on the grievant, the Association and the Employer. The arbitrator shall be requested to issue the decision within thirty (30) calendar days after the conclusion of testimony and arguments and submission of final briefs.

D. The costs and fees of the arbitrator shall be equally borne by the parties. The expenses of any non-employee witness shall be borne, if any, by the party calling the witness. The cost of any court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

E. Notwithstanding the above, the parties may mutually agree to resolve the grievance anytime in advance of the hearing and determine how the costs of the arbitrator will be paid.

Section 8.8. When employees covered by this Agreement choose to represent themselves in the presentation of grievances, no adjustment of the grievances will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate Association representative will be notified of the representative's right to be present at the adjustment.

Section 8.9. Disciplinary actions of verbal warning (written record) and written reprimand may be appealed to Steps 1, 2, and 3 of the grievance procedure, but may not be appealed to Step 4.

ARTICLE 9
PERSONNEL FILES

Section 9.1. Employees may inspect their personnel file maintained by the Employer at a mutually agreeable time and shall, upon written request, receive a copy of any documents contained therein. Such inspection shall be scheduled within five (5) calendar days of receipt by the Employer of a written request. An employee shall be entitled to have an Association representative accompany the employee during such review. The Employer shall have the right to reasonably limit the number of inspections granted to an employee during any calendar year.

Section 9.2. If the employee feels that any document, statement, or notation in the employee's personnel file is inaccurate or unfavorable, the employee shall be given the right to place a statement of rebuttal or explanation in the file.

Section 9.3. Records of counseling and training shall cease to have force and effect thirteen (13) months from the date of issuance, provided no intervening discipline of the same or similar matter has occurred.

Records of verbal warnings (written record) shall cease to have force and effect eighteen (18) months from the date of issuance, provided no intervening discipline of the same or similar matter has occurred.

Written reprimands shall cease to have force and effect two (2) years from the date of issuance, provided no intervening discipline of the same or similar matter has occurred. Records of suspensions without pay of five (5) days or less shall cease to have force and effect three (3) years from the date of issuance, provided no intervening discipline has occurred.

Records of suspensions without pay of more than five (5) days and records of reduction in pay or rank shall remain in force and effect five (5) years from the date of issuance, provided no intervening discipline has occurred.

Section 9.4. All records of disciplinary actions which have expired in accordance with Section 9.3 above, upon request of the employee, shall be removed from the employee's active personnel file, sealed and archived in an area separate from the personnel files, pending disposal. Disposal shall be at the earliest date permitted in accordance with the Public Records Commission's approved retention schedule.

Section 9.5. All items defined by Ohio Revised Code or the appropriate governing legislation as public information, shall be available upon request to the Employer from an employee's personnel file. All other documents in the personnel file shall be considered confidential and shall not be conveyed in any manner to any person or persons unless by court order, subpoena, or written permission of the employee. Employees shall be notified as soon as possible of any request to access, view, copy, or obtain information from the employee's personnel file or archived file, by any person other than the Mayor, City Auditor, Law Director, Safety Service Director, Chief of Police, their designee or representatives. For purposes of this Article, designee or representative shall mean those persons acting with the authority of the persons named above (e.g., a Police Lieutenant who is

acting as Chief of Police in the Chief's absence). Upon request of the employee the employee shall be provided a copy of all information conveyed to other persons.

Section 9.6. Employees shall be provided with a copy of all personnel action documents that are added to or deleted from their personnel file. Attendance, payroll, and similar recordkeeping documents are excluded from the provisions of this Section.

Section 9.7. Employees shall be given a copy of any additions made to personnel action files that are maintained on a computer data base.

ARTICLE 10

HOURS OF WORK AND OVERTIME

Section 10.1. Work schedules shall be assigned by the Chief of Police and shall normally consist of eight (8) hours per day and forty (40) hours per week with ten (10) work days (80) hours per two week pay period. No employee shall be required to work more than eight (8) continuous days without forty-eight (48) hours of off time. Variation from such work schedules to accommodate changes in rotation shall not be cause for premium pay except as specifically required to comply with the Fair Labor Standards Act.

Work schedules shall be posted ninety (90) calendar days in advance. Work schedules that include April 1 to September 30th shall be posted on or before April 1st. Changes from the posted schedule shall be made seven (7) calendar days in advance of the change by personal notification to the individuals affected, except in cases of emergency when changes may be made consistent with the nature of the emergency. Changes in posted schedules mutually agreed between the Employer and the affected employee(s) are not subject to the seven (7) day written notice.

Section 10.2. Employees required to work more than eight (8) hours a day or more than forty (40) hours per week shall be compensated at the rate of time and one-half the employee's base rate of pay for all work over eight (8) hours or forty (40) hours (whichever is applicable) when authorized by the Chief of Police, except as noted in Section 10.1 above. The parties agree that for purposes of calculating overtime, an employee's shift differential, where applicable, shall be added to the base rate of pay.

Section 10.3. For the purpose of this Article paid OIL, vacation leave, paid sick leave, paid funeral leave, paid compensatory leave and paid personal leave days shall be considered as hours worked when determining eligibility for overtime.

Section 10.4. The employees may choose to receive payment for overtime by compensatory time off at the rate of time and one-half off if requested within the same pay period. Compensatory time off must be used at a time mutually agreeable to the employee and the Employer. Compensatory time may be accumulated by an employee, but only to a maximum of ninety-six (96) hours of compensatory time, then any future overtime hours shall be compensated with overtime pay. When an employee's compensatory time is reduced below ninety-six (96) hours, the employee may accumulate additional compensatory time up to the ninety-six (96) hour limit. Compensatory time may be used in one (1) hour increments, and must be applied for at least twenty-four (24) hours in

advance. The Employer shall have a system in place for the approval of leave when the Chief of Police or the Chief's designee is unavailable. The following additional rights and conditions shall exist as they pertain to the use of compensatory time.

- A. The use of compensatory time may not be denied merely due to the need for overtime in order to fill the request. However, if the shift has not been filled through overtime the requesting employee will be required to report for duty.
- B. Once the use of compensatory time is requested, the Employer will call for overtime to fill the shift as soon as practicable, and the request will be approved if an employee accepts the overtime. It is the requesting employee's responsibility to make sure that the shift has been filled. Once the shift is filled, the request will be deemed approved, and it may not be cancelled except for emergencies as defined in Article 32.
- C. After the use of compensatory time for an employee is approved, no other employee will be ordered/mandated to work the compensatory time off.
- D. Any employee may elect to convert up to forty-eight (48) hours of his/her accrued compensatory time as a cash benefit as provided in this section. Cash-in requests may be made in full hour increments, except where the employee is converting his/her entire balance, as of October 31st each year. Payment shall be made at the rate of pay existing at the time of cash-in. Such conversion may occur only one time per calendar year.
- E. When an employee is required to work beyond their scheduled termination of their day and that impinges upon scheduled PTO the employee will be compensated at their rate of pay (as set forth by the bargaining agreement) for the time worked. The accrued PTO that was scheduled will be compensated to the employee at their regular rate of pay in addition to compensation for their time worked. This section does not apply to Article 11 Pyramiding.

Section 10.5. The Employer shall make a reasonable effort to distribute overtime opportunities among all employees who would normally perform the duties requiring the overtime. When the operational needs of the department require, the Employer reserves the right to assign overtime duties to any or all employees.

Section 10.6. The parties mutually agree that in the event a complaint is filed with the Department of Labor concerning compliance with the Fair Labor Standards Act, the minimum standards of Section 207 (K) of the Act shall be applied in determining whether there has been a violation of the Act.

Section 10.7. In order to promote a healthier and more efficient department, the Chief of Police shall establish a permanent work shift schedule which will be based on a bid basis by the bargaining unit employees in accordance to seniority ranking and classification. Seniority ranking shall be based on date of hire or promotion and unit number if more than one employee shares the same date of hire. Bids for the rank of sergeant shall be based on date of promotion. Bargaining unit employees will bid on shifts in the first week of October and April and the results of the bidding will be implemented on January 1 and July 1 respectively, with a window period of seven (7) calendar days before or after the January 1 and July 1 implementation dates to allow for scheduling issues that may occur. Nothing shall preclude the employee from bidding on the same shift on a continual basis.

The following additional conditions shall apply to the shift bid process:

1. Patrol Officers assigned as Evidence Technician shall be assigned first based on seniority, followed by officers assigned only as Evidence Technicians, with each shift having at least one (1) Evidence Technician certification . All remaining officers will then be assigned based on seniority with the Department.
2. In the event that the seniority bid process results in those assigned to specialized assignments placed on shifts that do not allow appropriate shift coverage as deemed necessary by the Chief, the Chief may move persons in the specialized assignments beginning with the least senior, in order to achieve appropriate coverage.
3. The Chief of Police may change employees' shifts and designated days off for a bona fide operational reason, where other variables are equal, in the opinion of the Chief, the employee affected should be the least senior.
4. Officers in specified assignments that do not last the entire bid period will be placed into a shift at the discretion of the Chief of Police to meet the operational needs of the Department.
5. In the event that the Chief determines to assign a Sergeant to rotating shifts, the most senior Sergeant desiring the position shall be given the position. If no Sergeant desires the position, it shall be assigned to the least senior Sergeant.

ARTICLE 11 **PYRAMIDING**

Section 11.1. There shall be no pyramiding of overtime and/or premium pay, unless otherwise provided herein. This article does not apply to the provisions of Article 10, section 10.4E

Section 11.2. Pyramiding shall be defined as being paid twice for the same hours worked.

ARTICLE 12
WAGES

Section 12.1. Effective January 1, 2016 full-time bargaining unit employees shall receive a two point two five percent (2.25%) wage increase.

BEGINNING PATROL OFFICER			
	STEP A	STEP B	
Hourly	19.48	20.50	
Bi-Weekly	1558.40	1640.00	
Annual	40,518.40	42,640.00	

REGULAR PATROL OFFICER					
	STEP A	STEP B	STEP C	STEP D	STEP E
Hourly	22.56	23.70	24.88	26.14	27.46
Bi-Weekly	1804.80	1896.00	1990.40	2091.20	2196.80
Annual	46,924.80	49,296.00	51,750.40	54,371.20	57,116.80

SERGEANT					
	STEP A	STEP B	STEP C	STEP D	STEP E
Hourly	26.14	27.46	28.84	30.29	31.79
Bi-Weekly	2091.20	2196.80	2307.20	2423.20	2543.20
Annual	54,371.20	57,116.80	59,987.20	63,003.20	66,123.20

Section 12.2. Effective January 1, 2017 full-time bargaining unit employees shall receive a two point two five percent (2.25%) wage increase.

BEGINNING PATROL OFFICER			
	STEP A	STEP B	
Hourly	19.92	20.96	
Bi-Weekly	1593.60	1676.80	
Annual	41,433.60	43,596.80	

REGULAR PATROL OFFICER					
	STEP A	STEP B	STEP C	STEP D	STEP E
Hourly	23.07	24.23	25.44	26.73	28.08
Bi-Weekly	1845.60	1938.40	2035.20	2138.40	2246.40
Annual	47,985.60	50,398.40	52,915.20	55,598.40	58,406.40

SERGEANT					
	STEP A	STEP B	STEP C	STEP D	STEP E
Hourly	26.73	28.08	29.49	30.97	32.51
Bi-Weekly	2138.40	2246.40	2359.20	2477.60	2600.80
Annual	55,598.40	58,406.40	61,339.20	64,417.60	67,620.80

Section 12.3. Effective January 1, 2018 full-time bargaining unit employees shall receive a two point five percent (2.5%) wage increase.

BEGINNING PATROL OFFICER			
	STEP A	STEP B	
Hourly	20.42	21.48	
Bi-Weekly	1633.60	1718.40	
Annual	42,473.60	44,678.40	

REGULAR PATROL OFFICER					
	STEP A	STEP B	STEP C	STEP D	STEP E
Hourly	23.65	24.84	26.08	27.40	28.78
Bi-Weekly	1892.00	1987.20	2086.40	2192.00	2302.40
Annual	49,192.00	51,667.20	54,246.40	56,992.00	59,862.40

SERGEANT					
	STEP A	STEP B	STEP C	STEP D	STEP E
Hourly	27.40	28.78	30.23	31.74	33.32
Bi-Weekly	2192.00	2302.40	2418.40	2539.20	2665.60
Annual	56,992.00	59,862.40	62,878.40	66,019.20	69,305.60

Section 12.4. The biweekly and annual wage levels specified in this Article do not constitute a guarantee of minimum earnings.

Employees shall progress through the pay steps contained in the above Sections as follows:

- A. New employees shall normally be hired at Step A for a beginning patrol officer. If the employee possesses exceptional qualifications, as determined by the Police Chief and approved by the Safety/Service Director, the employee may be initially placed at any step, up to but not above Step C for a regular patrol officer.
- B. In accordance with Article 6, a newly hired probationary employee will be considered for a step increase after completing six (6) months of service with the Employer. Thereafter, the employee shall be considered for subsequent pay step advancements on each anniversary date of hire until reaching Step E of the pay scale.
- C. Any patrol officer promoted to a Sergeant position shall be placed at the lowest rate within the Sergeant's pay scale which results in a pay increase to the officer. The newly promoted employee will be considered for a step increase after completing six (6) months of service in the new position. Thereafter, the employee shall be considered for subsequent pay step advancements after completion of twelve (12) months of service at each pay step until the employee reaches Step E of the pay scale.
- D. In accordance with Article 6, performance evaluations shall be the sole basis for granting or withholding within grade pay increases.

Section 12.5. Shift differential at the rate of thirty-five cents (\$0.35) per hour shall be paid to all employees working between the hours of 1600 hours and 0000 hours.

Shift differential at the rate of fifty cents (\$0.50) per hour shall be paid to all employees working between the hours of 0000 hours and 0800 hours.

Shift differential shall be paid in addition to the employee's regular rate of pay for all hours in active pay status when such hours are in compliance with the provisions of this Section.

Any employee working a rotating shift/schedule shall receive the highest shift differential paid for all hours worked.

Section 12.6. The City of Greenville shall continue to pick up employee contributions to the Police and Firefighters Disability and Pension Fund using the salary reduction method provided such procedures remain approved by the Pension System and the Internal Revenue Service and do not result in any additional cost to the City other than administration costs.

ARTICLE 13
CALL-IN PAY

Section 13.1. Whenever an employee is required to report for work or to attend a required training program or meeting, outside the employee's regular shift, the employee shall be paid for a minimum of two (2) hours overtime at the time and one-half rate.

Employees called in or required to attend training programs or meetings outside the employee's regular shift shall not be required to stay beyond the completion of the task for which the call-in was made.

Notwithstanding the above, an employee called in to work on a holiday shall receive a minimum of two (2) hours pay at the rates specified in Article 16, Holidays, herein.

In lieu of overtime pay the employee may elect compensatory time in accordance with Section 10.4 herein.

Section 13.2. Subsequent call-ins within the time span covered by the original call-in shall be considered as part of the first call-in.

ARTICLE 14
COURT TIME

Section 14.1. Employees required to appear in court outside their regular scheduled shift in order to carry out the responsibilities of their position with the City shall receive a minimum of three (3) hours pay or in lieu of pay, compensatory time at the applicable rate in accordance with the Hours of Work and Overtime Article herein.

This Article shall not be applicable to court appearances occurring during the employee's regular work shift, or up to one (1) hour prior to or following the employee's regular work shift.

Subsequent court appearances within the three (3) hour time span covered by the original guarantee shall be considered as part of the first court appearance for purposes of paying court time.

Section 14.2. When an employee is on paid leave status such as vacation, compensatory time or personal day leave and is required to appear in court during that paid leave, the employee shall receive court time as stated in Section 14.1 as well as the hours of paid leave, provided such paid leave was scheduled in advance of being notified of the court duty.

Section 14.3. All court fees, witness fees or other forms of remuneration provided by any court to employees being paid court time as provided in this Article must be reimbursed by the employee to the Employer. Employees shall not refuse to obtain such court fees or remuneration that can be collected on the date of such appearance.

Section 14.4. In the event the City is notified the court case has been settled, canceled, or rescheduled, the Employer shall immediately notify the affected employee(s) by telephone or by

leaving a message on the employee's voice mail, no less than two (2) hours prior to the time the employee was scheduled to appear. Messages left with family members shall also be considered sufficient notification. Employees scheduled to appear in Court shall check for messages on the employee's voice mail before reporting for court duty.

In the event the employee is not notified of the cancellation as outlined above, the employee shall receive the three (3) hours court time or compensatory time as referenced in Section 14.1. If the employee is notified within the parameters as outlined above, the City is relieved of the responsibility for payment of court time.

Employees required to appear in court outside their regular scheduled shift shall not be required to stay beyond the completion of the task for which the appearance was made, including transportation of the prisoner, if necessary.

ARTICLE 15 PLUS RATING

Section 15.1. Employees assigned to perform work of a higher rank for one (1) or more consecutive hours shall receive the pay of the higher rank during that assignment. Compensation shall be at that step in the higher rank which provides an increase of pay of at least five percent (5%) for the employees being plus rated. This provision shall also apply to any employee who performs the duties of a Field Training Officer (FTO).

ARTICLE 16 HOLIDAYS

Section 16.1. Full-time employees in the bargaining unit shall receive eight (8) hours of holiday pay for each of the following holidays regardless of whether or not the employee is scheduled to work on the holiday:

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25th

Any permanent holiday enacted by the Congress of the United States and by the Ohio Legislature during the term of this Agreement shall be included as a recognized holiday under the terms of this Agreement.

Section 16.2. In order to qualify for holiday pay as provided in Section 16.1, the employee must have been in active pay status the last scheduled day before the holiday and the first scheduled day after the holiday.

Section 16.3. In addition to the eight (8) hours pay stated in 16.1, employees shall receive pay at a rate equal to two times (2x) the employee's regular rate of pay for each of the first eight (8) hours worked on the holiday. In lieu of pay the employee may elect to receive up to eight (8) hours of compensatory time on an hour for hour basis, provided this option would not increase the employee's compensatory time balance above the ninety-six (96) hours limit.

Section 16.4. Employees who work more than eight (8) hours on a holiday shall be compensated at a rate equal to three times (3x) the employee's base rate of pay for all hours worked in excess of eight (8) hours. In lieu of pay the employee may elect to receive compensatory time on an hour for hour basis for all hours worked in excess of eight (8) hours, provided this option would not increase the employee's compensatory time balance above the ninety-six (96) hours limit.

When an employee is required to work more than eight (8) hours, part or all of which falls on a holiday and the employee is scheduled off the holiday, the employee shall be entitled to pay for those hours worked on the holiday as provided in this Section 16.4. This pay shall be in addition to the eight (8) hours to be paid in 16.1. This provision shall not be applicable to employees who voluntarily accept the holiday assignment in accordance with the normal call-in procedures.

Section 16.5. Scheduled work time shall not be adjusted to avoid payment of holiday pay.

ARTICLE 17 **VACATIONS**

Section 17.1. Each January 1, each bargaining unit employee shall be credited with all vacation accrued during the previous calendar year for use in the current calendar year.

Newly hired employees shall be credited with eighty (80) hours of vacation on January 1 following their most recent date of hire or upon completion of six (6) months of service whichever occurs later. Newly hired employees may schedule vacation as soon as it has been credited to their account, provided the employee must repay such vacation time if the employee's employment is terminated for any reason prior to the employee completing one (1) year of service with the City. Such repayment may be withheld from the employee's final paycheck. Each January 1 thereafter, the employee's vacation account shall be credited with the vacation hours accrued during the previous year for use in the current calendar year.

No accrued vacation hours shall be used by any employee until such hours have been credited to the employee's vacation account on January 1.

On January 1 of each year in which an employee will complete seven (7), fifteen (15), or twenty (20) years of service, the employee shall be credited with forty (40) additional hours of vacation and the employee's accrual rate shall be increased to the next higher level. The employee shall repay the vacation if the employee's employment is terminated for any reason prior to the employee actually

completing the required years of service. Such repayment may be withheld from the employee's final paycheck.

Employees shall accrue vacation in accordance with the following schedule:

Vacation Hours	Years of Employment Accrual Rates
80	1 completed: .03846 hours for each regularly scheduled hour worked during the year.
120	7 completed: .05769 hours for each regularly scheduled hour worked during the year.
160	15 completed: .07692 hours for each regularly scheduled hour worked during the year.
200	20 completed: .09650 hours for each regularly scheduled hour worked during the year.

Section 17.2. Vacation shall be scheduled in four (4) hour or eight (8) hour increments subject to the staffing requirements of the Employer as determined by the Chief of Police or designee. In the event that the employee has no available compensatory time or personal leave, vacation may be scheduled in increments of one (1) to four (4) hours subject to staffing requirements of the Employer as determined by the Chief of Police or Designee. The Chief of Police or designee may authorize a smaller increment if the employee's vacation balance is less than four (4) hours. All vacation scheduling shall be in compliance with the established policies and procedures of the Police Chief.

Vacations shall be scheduled on the basis of seniority with the exception that once a vacation has been posted for a period of twenty-one (21) calendar days, that vacation cannot be denied as a result of seniority. Vacation requests must be acted upon and posted within seven (7) calendar days after the vacation request is submitted.

Section 17.3. Vacation requests must be made in writing at least two (2) weeks before the start of such proposed vacation when requesting vacation of one (1) week or more. Requests for shorter periods must be received twenty-four (24) hours in advance. In case of conflicting requests and subject to staffing requirements, vacations shall be scheduled on the basis of seniority. However, vacation requests shall not be unreasonably denied. All requests for vacation, compensatory time, and personal leave, or combination thereof, of five (5) or more consecutive scheduled work days shall be granted, unless an insufficient number of officers are available to provide coverage through regular or overtime hours.

Section 17.4. Vacation leave credited to the employee's vacation account on January 1 shall be used by the employee prior to the end of the same calendar year or such vacation leave shall be deemed forfeited. Exceptions to this provision may be made only due to extenuating circumstances as recommended by the Chief of Police and approved by Director of Public Safety and Service.

Section 17.5. Upon retirement, separation, or death of an employee who has at least one (1) year of completed service and is on the active payroll at the time immediately preceding such retirement, separation, or death, any unused vacation accumulated shall be paid to the employee or to the estate of the deceased, as may be the case.

Section 17.6. Vacation leave accumulates while an employee is on vacation leave, sick leave, or any other paid leave as provided for elsewhere in this Agreement. No vacation leave shall accumulate while an employee is on any unpaid leave, while in overtime status, or while the employee is on disciplinary suspension in excess of five (5) days.

Prorated vacation leave accumulated shall be given for any partial work periods.

Section 17.7. The Chief of Police shall establish a policy and procedure for approval of vacation requests when the Chief or other ranking officer who normally approves vacation requests are not available.

ARTICLE 18

UNIFORMS AND EQUIPMENT

Section 18.1. Newly employed employees shall receive a complete uniform and equipment issue as set forth by the following list:

Uniform Issue

5 pair trousers
1 trouser belt
3 long sleeve shirts
3 short sleeve shirts
2 pair shoes
3 long sleeve mock turtlenecks
2 short sleeve mock turtlenecks

Equipment Issue

1 service weapon
1 Clarino duty belt
1 Clarino holster
1 Clarino cuff case
1 Clarino magazine case
2 magazines
4 Clarino belt keepers
1pair 5/16 inch GPD letter pins
1pair 2 inch GPD letter pins
1 Streamlight stinger DS LED
1 Chemical mace
1 Clarino mace holder
1 hat badge
1 coat badge
1 shirt badge
1 name bar/award PWS
1 body armor
1 pair handcuffs
1 hat cover and trim
1 hat cover - weather
1 all season jacket
1 expandable baton and holder
Any clothing or equipment items issued or required by the Employer for bike patrol assignment.

Specifications for and changes in the uniform and equipment lists shall be at the discretion of the Employer. A notice of the intent to change a uniform or equipment listed item shall be posted on the bulletin board for a period of seven (7) consecutive days before going into effect. The cost of the initial issue of any change mandated by the Employer shall be paid for by the Employer.

Section 18.2. All equipment and uniforms issued by the Employer are and shall remain the property of the Employer. Upon termination of employment of any bargaining unit employee, all equipment and uniforms shall be returned to the Employer in the condition as when issued allowing for reasonable wear and tear, prior to the issuance of any final compensation to the employee.

Section 18.3. Equipment items that require replacement due to normal and reasonable wear and tear or damaged in the course of employment may be submitted to the Employer for replacement on a scheduled basis as determined by the Employer. The Employer shall order, pay for, and distribute such replacement items.

Section 18.4. After completion of one (1) year of employment, a uniform allowance of nine hundred dollars (\$900.00) per calendar year shall be paid to each employee in two (2) equal payments. Uniform allowance shall be paid on or before April 1st and September 1st each year. Employees shall not be eligible for uniform allowance until the next date of distribution following the completion of one (1) year of employment.

Section 18.5. Equipment and other items not issued or required by the Employer may be utilized or worn only with the permission of the Police Chief.

Section 18.6. Employees shall be expected to use the clothing allowance to maintain a neat, professional appearance and shall be subject to periodic inspections by the Police Chief or designee.

Section 18.7. The employer shall provide to all employees up to two hundred (200) rounds of ammunition per year total upon request, and subject to market availability for the purpose of practice with on and off duty firearms at the department's target range. No ammunition will be fired elsewhere.

ARTICLE 19 **INSURANCES**

Section 19.1. Each employee covered hereunder shall be provided at no cost, life insurance and accidental death and dismemberment insurance. The face amount of this insurance shall be \$10,000.00 and all coverage thereunder shall be subject to the terms and conditions of the master group insurance contract between the insurance carrier and the Employer.

Section 19.2. The insurance carrier and/or the method of providing all insurances provided for within this Article shall be solely at the discretion of the Employer. Should there be any intended carrier change, the Association shall be provided with a thirty (30) day notice of such intended change and be given the opportunity to meet to discuss the effect of such change.

Section 19.3. The Employer shall make a group health insurance plan available to all bargaining unit employees at a level equal to the benefit package provided to other City employees, subject to the following conditions:

- A. The Employer will pay eighty-five percent (85%) per month toward an employee only policy or eighty-five percent (85%) per month for a family health insurance plan.

The employee's share of the cost for health insurance shall be fifteen percent (15%) for an employee only plan and fifteen percent (15%) for a family plan.

Payment of the employee's share of insurance premiums shall be made by payroll deduction.

- B. Health insurance benefits shall be subject to the coordination of benefits provisions of the master contract with the carrier.
- C. If an employee or dependent incurs covered hospital expenses in connection with the treatment of an illness or injury caused by the negligence or wrongful act of a third party, the carrier shall be subrogated to all of the employee's right of recovery against said third party to the extent of any and all payments made hereunder by the carrier with respect to such illness or injury. The employee or appropriate agent shall execute all papers and take all action necessary and proper to secure to the carrier such rights of subrogation.

Section 19.4. The Employer agrees to maintain, at no cost to the employees, professional liability insurance covering all employees of the bargaining unit.

Section 19.5. The Employer shall establish an insurance task force to review insurance plan regulations, claims experience, costs for coverage and benefits provided. The insurance task force shall function as follows:

- A. The insurance task force shall consist of one (1) representative and one (1) alternate from each recognized bargaining unit within the City, plus one (1) representative and one (1) alternate for all non-bargaining employees. However, each group represented shall have only one (1) vote regarding any decision requiring a vote of task force members.
- B. The task force shall meet on the third week in April, July, October and December for the purposes outlined herein or on such other dates established by a majority vote of the task force members present.
- C. All insurance task force members and alternates shall be provided copies of any materials or information to be discussed at a meeting at least forty-eight (48) hours in advance of such meeting.
- D. The Mayor shall serve as chairperson of the insurance task force and shall designate a person to take minutes of the meetings.

- E. Task force members and alternates shall not suffer any loss in their regular pay while attending task force meetings nor be entitled to any additional pay for voluntarily serving on the insurance task force.
- F. Provided similar coverage remains available and provided changes are not mandated by law, there shall be no changes in the current level of benefits provided under the health insurance plan during the term of this Agreement without an affirmative vote of the task force.
- G. A majority of all task force members or alternates shall constitute a quorum for a task force meeting and a majority of those present shall be required to make a decision requiring a vote. The task force members may postpone any vote of the insurance task force for up to seventy-two (72) hours, by a majority vote of the task force.
- H. Except as specifically provided above, the insurance task force shall serve as an advisory body to make recommendations to the Employer regarding any insurance issues.

Section 19.6. The City agrees to establish a separate interest bearing account for the health insurance fund if such procedure is approved by the State Auditor. The City shall provide a financial report to the Association regarding the insurance fund once each quarter.

ARTICLE 20

TRAINING AND EDUCATION

Section 20.1. When the Employer requires any bargaining unit employee to attend any school, class, training session, educational opportunity, etc., the employee shall have all hours spent in such training included in the employee's hours worked during the work period in which the training session occurs. Meal periods and other time in which the employee is not required to be in the classroom shall not be included as hours worked provided, however, the employee shall not suffer any loss in the employee's regular pay as a result of attending such training program.

Section 20.2. When the Employer requires that a bargaining unit employee travel to any training or educational opportunity, the employee shall have all required travel hours included in the employee's hours worked during the work period in which such travel occurs.

Section 20.3. The expense for tuition, registration, fees, etc., of any training or educational opportunity required by the Employer shall be paid by the Employer, subject to the terms of any Reimbursement Agreement entered into by the employee and the Employer.

Section 20.4. When an employee desires to participate in training or furtherance of the employee's education, on a strictly voluntary basis, solely at the employee's own initiative, and during non-working hours, the employee will be reimbursed by the Employer for the cost of tuition, books and course materials on the following conditions:

- A. Prior approval is received from the Employer in writing. Only those courses that directly relate to the furtherance of the employee's knowledge of the job classification shall be

considered by the Employer. Failure to approve shall not be subject to the grievance procedure.

- B. The course is successfully completed with a grade equivalent of a "C" or better or with a "certificate of completion."
- C. Reimbursement will be made upon presentation of paid invoices for reimbursable items.
- D. If the employee's service with the Employer is terminated by the employee's own volition within one (1) year of completion of the course, the employee shall return the Employer's total outlay of money for the training. Repayment may be withheld from the employee's final pay.
- E. The maximum cost to the Employer for all training and education under this Section shall not exceed three thousand dollars (\$3,000.00) per calendar year for the entire bargaining unit, unless costs in excess of three thousand dollars (\$3,000.00) are approved in advance by the Police Chief. Failure to approve such excess cost shall not be subject to the grievance procedure.

Section 20.5. Time spent by employees attending lectures, meetings, classes and training programs is not considered hours worked when all four of the following criteria are met:

- A. Such time is spent outside normal working hours;
- B. Attendance by the employee is voluntary;
- C. *The lecture, meeting, class or training program is not directly job-related; and
- D. The employee does not perform any productive work for the Employer during the employee's attendance.

Training is directly job-related if it is designed to enable the employee to perform the employee's job more effectively. Training is not job-related if it is designed to train the employee to perform a different job.

* Voluntary attendance by an employee at an independent school or college outside working hours is not considered hours worked, even if the courses taken are directly job-related.

Section 20.6. Whenever an employee has been authorized by the Employer to attend a training program scheduled to last more than three (3) consecutive days, the following shall apply:

- A. If such program qualifies for Employer reimbursed meal expenses in accordance with the City Ordinance, the Police Chief or designee shall submit an estimate of the meal expenses to be incurred;
- B. The Police Chief or designee shall request an advancement for estimated meal expenses three (3) weeks prior to the date the training is scheduled to begin, unless the Police Chief or

designee becomes aware of the training less than three (3) weeks prior to the date the training is scheduled to begin.

- C. The Employer shall examine the request and advance the employee seventy-five percent (75%) of the estimated meal expenses, in accordance with City Ordinance and based on the total number of training days scheduled.
- D. On the employee's first regularly scheduled work day (Monday-Friday) following the employee's return from the training program, the employee shall return all advanced meal expenses for which the employee fails to present receipts showing authorized expenditure of the funds. The employee shall be reimbursed for the difference between the funds advanced and one hundred percent (100%) of the employee's allowable meal expenses within fourteen (14) days of the employee turning in receipts.

Section 20.7. When an employee has been authorized by the Employer to attend a training program scheduled to last three (3) or fewer consecutive days, the employee may turn in receipts for meal reimbursement in accordance with City Ordinance. Such receipts shall be turned in on the employee's next scheduled work day following the training program. The employee will receive reimbursement for allowable meal expenses within fourteen (14) days of the employee turning in receipts.

ARTICLE 21

RESTITUTION FOR DAMAGE OF PROPERTY

Section 21.1. Where a bargaining unit employee supplies evidence that the employee sustained damage to personal property, which the employee could reasonably be expected to wear or have in the employee's possession during working hours, the Employer shall reimburse the employee for the costs of necessary repairs or replacement provided such damage was not the result of misuse or negligence on the part of the employee. The maximum cost for reimbursement shall be three hundred dollars (\$300.00) per year, but no more than fifty dollars (\$50.00) per year for jewelry items.

The employee shall present the damaged property for the Employer's inspection prior to the repair or replacement of said property. Repair or replacement of said property shall be at the Employer's option.

Section 21.2. In the event of damage to prescription eyeglasses (including frames), contact lenses, dentures and other oral prosthesis, which damage occurs in the active discharge of an employee's duties, the Employer shall pay the difference, if any, between the amount of reimbursement from Workers' Compensation and the actual cost of repair or replacement. Costs for eye examinations shall not be included.

ARTICLE 22

PERSONAL DAY LEAVE

Section 22.1. After completing one (1) year of service, full-time bargaining unit employees shall be granted two (2) personal days (16 hours) of leave on January 1 of each calendar year thereafter. Such

personal day leave shall not be deducted from any accumulated but unused sick or vacation leave. Except as provided in Section 22.3, personal days must be taken in the calendar year in which they are earned.

Section 22.2. The employee must request personal day leave usage as far in advance as possible in writing but not less than twenty-four (24) hours in advance. Personal day leave scheduling shall be mutually agreeable to the employee and the Employer. The Chief of Police shall establish a policy and procedure for approval of personal leave when the Chief or other ranking officer who normally approves such leave is not available.

Section 22.3. Personal day leave shall not be granted to employees until they have completed one (1) year of continuous service with the Employer since their most recent date of hire. Upon completion of one (1) year of employment, an employee will be credited with two (2) personal days which must be used by the end of the same calendar year, unless the employee completed the first year of service after November 30. Employees completing their first year of employment after November 30, shall have until January 31 of the following calendar year to use the personal days credited in the previous calendar year.

Section 22.4. Personal day leave must be used in minimum increments of one (1) hour.

Section 22.5. Any bargaining unit employee who completes six (6) months, January 1 through June 30, or July 1 through December 31, without using any sick leave (0 hours), shall receive eight (8) hours of bonus personal leave. The bonus personal leave hours shall be credited to the employee the first full pay period following the six (6) month period with zero (0) hours of sick leave usage. The bonus personal leave days must be used during the calendar year in which they are credited.

Section 22.6. In the event of the death of an employee who was on active payroll at the time immediately preceding such death, the employee's unused personal leave shall be paid to the employee's estate. Such compensation shall be at the employee's last base rate of pay. In order to be eligible for the payment provided for in this section, an employee shall have had at least one (1) year of service with the Employer.

ARTICLE 23
SICK LEAVE

Section 23.1. Full-time bargaining unit employees shall accrue sick leave at the rate of .0577 of an hour for each hour worked and for each hour in active pay status except as otherwise provided herein. The maximum amount of sick leave an employee may accrue in any calendar year shall be one hundred twenty (120) hours. Sick leave shall not accrue while an employee is on any unpaid leave, layoff, disciplinary suspension or in overtime pay status. Sick leave shall continue to accrue while an employee is on sick leave but shall only be credited to the employee's sick leave balance if and when the employee returns to work.

Section 23.2. Sick leave shall be granted to an employee, upon approval by the Employer or designee, for the following reasons:

- A. Illness or injury of the employee when such illness or injury prohibits the employee from performing the normal duties of the employee's work assignment, and when such illness or injury is not job related.
- B. Illness or injury of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the affected family member. Sick leave usage for this purpose may be limited by the Employer based on the circumstances of each request. Sick leave shall not be granted for babysitting or child care situations.
- C. Exposure of the employee to a contagious disease which could be communicated to and jeopardize the health of other employees. Use of sick leave for this purpose may require the confirmation of necessity by a licensed medical practitioner and the Employer.
- D. The extension of funeral leave as provided for in Section 28.3 of this Agreement.

Immediate family as used in this Article shall be limited to spouse, mother, father, child, step child, or a legal guardian or other person who stands in the place of a parent (in loco parentis).

Section 23.3. When an employee is unable to report to work due to illness or injury, the employee shall notify the employee's immediate supervisor or other designated person as soon as possible, but no less than one (1) hour prior to the time the employee is scheduled to report to work, unless extenuating circumstances prohibit. Such notification must be given on each day of absence, unless other arrangements are made with the Police Chief or designee.

Section 23.4. Upon return to work, an employee shall complete and sign an application for sick leave use on a form provided by the Employer to justify the use of sick leave. The Employer will determine whether or not the request for payment of sick leave benefits should be approved. The Employer may request the employee to furnish a statement from a licensed medical practitioner. Such statement shall include the nature of the illness or injury and the estimated date when the employee can be expected to return to work. Failure of the employee to provide such statement when requested may result in the denial of sick leave pay. The Employer may order an employee to obtain a medical statement at the Employer's expense if the employee fails to provide such statement voluntarily.

Section 23.5. Sick leave usage, when approved, shall be charged in minimum units of one (1) hour increments. In order to receive pay for sick leave usage, an employee must comply with all departmental rules and regulations governing application and use. Falsification of an application for sick leave or a medical practitioner's statement shall be grounds for disciplinary action. The Employer maintains the right to investigate any request for sick leave use and any excessive, patterned or abusive use of sick leave. The Employer also maintains the right to have any employee examined by a licensed medical practitioner selected and paid by the Employer.

The Employer may deny the payment of sick leave if the investigation indicates that the absence was not within the provisions of or the spirit of this Article. Denial of sick leave payment shall not preclude the Employer from implementing any disciplinary action.

Section 23.6. An employee who is credited with sick leave may elect one of the following options with respect to sick leave credit remaining at the end of the calendar year:

- A. Carry forward the balance; or
- B. Receive a cash benefit. An employee who has sick leave credit remaining as of October 31st of any calendar year in excess of four hundred eighty (480) hours may convert such sick leave credit in excess of four hundred eighty (480) hours at the rate of one (1) hour of the employee's base rate of pay in effect as of the date of application for every three (3) hours of unused credit over four hundred eighty (480) hours, to a maximum of forty (40) hours of pay. Such conversion may occur only one time per calendar year.
- C. An employee selecting the option described in Section 23.6(B) shall indicate such selection, in writing, on a form issued by the Employer, and such option shall be exercised not later than November 1 of each calendar year. Failure to exercise such option, in writing, by November 1 of each calendar year shall result in the automatic carry forward of any unused balance.
- D. Cash benefits will be paid the same pay period that includes December 1.
- E. An employee who separates during the year, prior to November 1 of that year, shall not be eligible for the cash benefits provided under this Section.

Section 23.7. Payment for Accumulated Sick Leave Upon Voluntary Separation or Retirement:

- A. Employees who have accumulated sick leave may, at their request, be paid for a percentage of their accumulated balances upon retirement or voluntary separation from service with the Employer, at their last base rate of pay at the rate of one (1) hour of pay for every two (2) hours of accumulated balance between two hundred forty (240) hours and nine hundred sixty (960) hours, up to a maximum payment for three hundred sixty (360) hours.
- B. In order to be eligible for the payment authorized by this Section, an employee shall have at least six (6) years of service with the Employer.
- C. An employee who retires or voluntarily separates employment with the Employer, and who is eligible for payment in accordance with the provisions of this Section, shall make written application for such payment prior to such separation or retirement using a form issued by the Employer for such purpose. Such written application shall be made not more than fourteen (14) days after the date of such termination. Failure to make a timely application shall result in the forfeiture of the accumulated sick leave credit.
- D. Payments made pursuant to this Section shall be deemed to eliminate any future demands for payment for any remaining accumulated sick leave credit.
- E. Employees who are discharged from employment shall forfeit all rights to receive any payment of accrued but unused sick leave.

Section 23.8. In the event of the death of an employee, the accrued but unused sick leave as defined in this Section shall be paid to the employee's designated beneficiary, or, in the absence of a designated beneficiary, to the employee's estate. Such compensation shall be at the employee's base rate of pay at the rate of one (1) hour of pay for every two (2) hours of accumulated balance, to a maximum payment for up to four hundred eighty (480) hours. In order to be eligible for the payment provided for in this Section, an employee shall have had at least one (1) year of service with the Employer.

ARTICLE 24 **INJURY LEAVE**

Section 24.1. In the event of an occupational injury incurred as a direct result of performing an assigned or sworn function within the scope of the employee's authority, which injury is not the result of "horse-play," gross negligence, or intentional self-infliction by an employee, and upon the employee's application, the Employer may grant the employee Occupational Injury Leave (OIL) for a period not to exceed ninety (90) calendar days per calendar year per Ohio Bureau of Workers' Compensation (OBWC) claim number. The authorization of an OIL is a matter of administrative discretion, and the Employer will decide in each individual case if OIL is to be granted. Upon written request of the employee, the Employer may grant extensions of the OIL in thirty (30) day increments to a total of ninety (90) additional calendar days.

Section 24.2. An employee applying for OIL hereunder, shall authorize the release to the Employer of all medical information pertinent only to the occupational injury possessed by the employee's treating physician(s) and treatment facility(ies), if so requested by the Employer or designee, and/or shall agree to be examined by a licensed medical practitioner selected and paid for by the Employer.

Section 24.3. Any employee claiming an occupational injury under this Article shall file an injury claim with the Ohio Bureau of Workers' Compensation (OBWC) as soon as possible. The employee shall remit to the Employer all income benefits paid by OBWC for the period during which the employee received full pay from the Employer while on OIL. In the event the claim is denied by OBWC the employee shall revert to sick leave status, and shall be charged with sick leave, and/or vacation leave for all time paid by the Employer for OIL.

In the event the employee does not have sufficient sick and/or vacation leave to reimburse the Employer for all OIL benefits received for a rejected claim, the employee shall make full restitution to the Employer through a mutually agreeable arrangement.

Section 24.4. In lieu of granting OIL, the Employer may assign the employee to light duty with the approval of, and within the limitations set by, the employee's treating physician. Failure of the Employer to assign an employee to light duty shall not be subject to the grievance procedure.

Section 24.5. The Employer, at its option, may require the employee to take physical examinations by doctors selected by the Employer in matters relating to injury. Any such examination, if required by the Employer, shall be at the Employer's expense.

ARTICLE 25
FAMILY AND MEDICAL LEAVE

Section 25.1. Pursuant to the Family and Medical Leave Act of 1993, FMLA leave may be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1,250 hours of service during the previous twelve (12) months before the leave commences.

Section 25.2. Eligible employees shall be entitled to a total of twelve (12) workweeks of leave during a rolling 12 month period measured backward from the date on which an employee request to begin use of FMLA leave. For purposes of this Article, a work week shall be defined as a seven (7) calendar day period. FMLA leave may be taken for the following reasons:

- ! Because of the birth of a son or daughter of the employee or placement of a child with the employee for adoption or foster care;
- ! In order to care for the spouse, son, daughter, parent or one who stood in place of a parent of the employee, if such spouse, son, daughter, parent or "in loco parentis" has a serious health condition; or
- ! Because of a serious health condition that makes the employee unable to perform any of the essential functions of the employees position.

The period of FMLA leave shall include any period of approved sick leave, vacation, other paid leave or unpaid leave of absence taken due to the above qualifying events. All applicable paid leave shall be exhausted before the employee uses the unpaid portion of the FMLA leave.

Section 25.3. In any case in which a husband and wife, both employed by the City, request leave due to the birth or placement with the employees of a son or daughter, the aggregate number of workweeks of FMLA leave to which both employees shall be entitled shall be limited to twelve (12) workweeks during the twelve (12) month period specified above.

Section 25.4. Leave due to the serious health condition of the employee or the employee's spouse, son, daughter or parent may be taken intermittently or on a reduced leave schedule when medically necessary. The Employer may require an employee taking leave in this manner for planned medical treatments to transfer temporarily to an alternative position or shift which has equivalent pay and benefits and better accommodates the recurring period of leave.

The taking of leave intermittently or on a reduced leave schedule shall not result in a reduction in the total amount of leave to which the employee is entitled in accordance with this Agreement. The Employer may, however, require the employee to transfer to an available alternative position having equivalent pay.

Leave due to the birth or placement with the employee of a son or daughter shall not be taken on an intermittent or reduced leave schedule which reduces the employee's usual number of hours per workweek or per workday.

Section 25.5. An employee granted FMLA leave shall continue to accrue seniority during the period of leave provided the employee follows the proper procedures for requesting such leave and returns to work at the expiration of the approved leave period.

Section 25.6. Any eligible employee granted a FMLA leave shall be entitled, on return from such leave, to be restored to the position held by the employee when the leave commenced or a similar position of equivalent pay and benefits. In those situations where the Employer is permitted to require a physician's certification before granting a FMLA leave, the Employer may require that a health care provider certify that the employee is sufficiently recovered to return to work and perform the essential functions of the employee's position before reinstating the employee. Should the Employer require such certification, the Employer shall make its request for the certification at least 15 calendar days prior to the expected return of the employee.

Section 25.7. During any period that an eligible employee is on FMLA leave, the Employer shall maintain the employee's group health care coverage under the conditions coverage would have been provided if the employee had continued in active employment for the duration of the leave. The employee will be responsible to pay the employee's share of the health insurance costs during the leave. If the employee is ever more than thirty (30) days late in tendering their share of the premium, the Employer's obligation to pay its share of the premium shall cease. In no event, however, will the Employer cease its payment until 15 days after notice has been mailed or provided.

If the employee does not return from the leave, the employee is responsible to reimburse the Employer for the total insurance premium paid by the Employer unless the employee does not return due to:

1. Continuation, recurrence or onset of a serious health condition; or
2. Other circumstances beyond the control of the employee.

The Employer may, however, demand medical certification to substantiate these reasons, if applicable. If not provided, the employee must reimburse the insurance premiums paid by the Employer.

Section 25.8. Eligible employees requiring FMLA leave shall normally notify the Employer not less than thirty (30) days prior to the date such leave is to begin by completing the appropriate request form. In situations where the need for such leave is not foreseeable thirty (30) days in advance, the employee shall complete a request form and provide as much advance notice as possible. Leave forms shall be submitted to the employee's immediate supervisor. Failure to provide the Employer notice without valid excuse may delay granting of the leave until thirty (30) days after the notices has been received.

Section 25.9. Employees must provide the Employer with certification of the condition justifying the leave from a health care provider in cases involving serious health conditions. If the leave is foreseeable, such certifications must be provided to the Employer thirty (30) days in advance of the leave. If unforeseeable, certifications must be provided within fifteen (15) days after the Employer's demand for the certification.

Upon receipt of the certification, the Employer may, at the City's expense, require the employee to obtain a second opinion from a health care provider selected by the Employer. The Employer will not seek additional information from the initially certifying practitioner and the employee shall be placed on provisional FMLA leave.

If the second opinion differs from the first, the Employer may, at the City's expense, require the employee to submit to a third examination by a health care provider jointly selected by the Employer and the employee. This third opinion shall be final and binding.

If a second or third opinion do not confirm entitlement, the employee shall reimburse the Employer for any insurance premiums already paid during the period not covered by paid leave.

Section 25.10. The intent of the Article is to comply with the Family and Medical Leave Act of 1993 and the Employer may promulgate policies in furtherance of this objective that do not conflict with this Agreement. Any ambiguities herein shall be resolved by reference to the FMLA, 29 CFR 825, and applicable case law.

ARTICLE 26

UNPAID LEAVES OF ABSENCE

Section 26.1. The authorization of a leave of absence is a matter of administrative discretion. The Employer, in each individual case, will decide if a leave of absence is to be granted. The granting of a leave of absence shall not be considered precedent for a grievance based on the denial of another leave of absence.

Section 26.2. Unpaid leaves of absence will not exceed six (6) months in duration.

Section 26.3. An employee may only use a leave of absence for the reason which it was granted. If the Employer determines that the leave is being used for a different reason, the Employer may require the employee to return to work or may discipline the employee, up to and including discharge. An employee may not use a leave of absence to look for or work at another job.

Section 26.4. An employee may not return from a leave of absence before the time granted for the leave to expire without the permission of the Employer. If an employee fails to return from leave upon the expiration of the leave, the employee shall be considered as having resigned from the position.

Section 26.5. The Employer shall place an employee returning from leave in the same or similar classification from which the employee took leave. If such classification(s) no longer exist, the Employer shall treat the employee as if the employee were laid off from the classification and allow the employee appropriate displacement rights as set out in this Agreement.

Section 26.6. An employee who has received an authorized leave of absence without pay does not earn sick leave, vacation leave, or other benefits while on such leave. However, time spent on the leave of absence is to be considered in determining seniority and length of service for purposes where tenure is a factor.

Section 26.7. Except as otherwise provided under Article 25, Family and Medical Leave, persons who are on an authorized unpaid leave of absence may continue their hospitalization insurance coverage only by paying the premium in full to the City Auditor. The employee is fully responsible for payment of such premium.

ARTICLE 27 **LEAVE DONATION**

Section 27.1. Whenever an employee is incapacitated by a catastrophic illness or injury, and the affected employee has exhausted all other paid leave balances available to the employee including earned vacation, sick leave, and accrued compensatory time, other employees will be allowed to donate time to the employee under the following guidelines.

Section 27.2. Employees may donate accumulated vacation or compensatory time on a voluntary basis to another employee and all hours donated will be credited to the recipient employee.

Section 27.3. Donated time shall not be reversible and in the event all hours donated are not used for the catastrophic illness or injury, the balance will remain with the recipient employee.

Section 27.4. Donations shall be in whole hours and donations of a maximum of forty (40) hours, per donating employee, per calendar year.

Section 27.5. Before being credited to the recipient employee, donated time shall be adjusted by multiplying the donating employee's hourly base rate times the hours donated, then dividing by the recipient employee's hourly base rate at the time of donation, into the value of the hours donated, rounded up to the next nearest full hour.

ARTICLE 28 **FUNERAL LEAVE**

Section 28.1. An employee shall be granted up to five (5) calendar days of funeral leave without loss of pay to make the funeral arrangements, participate in visitations and attend the funeral in the event of death of an employee's spouse, mother, father, step parent, son, daughter, brother, sister, grandparent, grandparent-in-law, grandchild, aunt, uncle, nephew, niece, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step brother, step sister, step child, guardian, or other relative who has been residing in the same household as the employee. From the first day of funeral leave used, the employee has up to fourteen (14) consecutive days to expend up to the allotted time off.

Section 28.2. Upon application, funeral leave in addition to the above may be granted upon the approval of the Employer. Such additional funeral leave will be deducted from an employee's accrued but unused sick leave.

Section 28.3. Proof of death, relationship to the deceased and/or proof of attendance at the funeral may be required.

ARTICLE 29 **SELF-INCRIMINATION**

Section 29.1. The Employer recognizes that employees possess certain rights guaranteed them by the Constitution of the United States and the Constitution of the State of Ohio. If an employee becomes the subject of a criminal investigation, the Employer shall endeavor to refrain from violating those rights which include:

1. The right to assistance of counsel,
2. The privilege against self-incrimination, and
3. The right to be informed of the nature of the charges against them.

The employees acknowledge that these rights have no application in regard to civil proceedings or intra-departmental investigations regarding discipline unless criminal charges are reasonably contemplated.

ARTICLE 30 **LAYOFF AND RECALL**

Section 30.1. When the Employer determines that a long-term layoff or job abolishment is necessary, the Employer shall notify the affected employees thirty (30) calendar days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible.

Section 30.2. Layoff order shall be in the inverse order of seniority in rank. Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. 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 able to meet the minimum requirement for the classification of police officer as determined by the Ohio Peace Officer Training Council. If additional training is required to meet such minimum requirements, the Employer will pay for such training.

Section 30.3. Notice of recall shall be sent to the employee by certified mail with a copy to the Association. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee. It is the responsibility of the employee to provide the Employer with a written notice of any change of address and/or telephone number during the period of layoff.

Section 30.4. The recalled employee shall have ten (10) calendar days following the date of receipt or attempted delivery of the recall notice to notify the Employer of the employee's intention to return

to work and shall have twenty (20) calendar days following the receipt or attempted delivery of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice. The time limits provided in this Section may be extended by the Employer if circumstances beyond the control of the employee prevented timely response by the employee to the recall notice.

Section 30.5. Any employee in the sergeant bargaining unit receiving a notice of layoff or job abolishment shall have five (5) calendar days following the receipt of such notice in which to exercise the employee's right to displace the least senior employee in the patrol officer bargaining unit. Any sergeant displacing into the patrol officer bargaining unit shall be paid the rate of pay on the patrol officer wage scale that is equal to or immediately below the employee's rate of pay on the sergeant wage scale.

ARTICLE 31 **LABOR-MANAGEMENT COMMITTEE**

Section 31.1. In the interest of sound personnel relations between the Employer and the employees, there shall be a Labor-Management Committee. The Association may designate two (2) Association members to act as its representatives on the Committee. The Committee shall meet upon request of the other party to discuss matters of mutual concern, including but not limited to the administration of this Agreement, with the express purpose of building and maintaining a climate of mutual understanding and respect in the solution of matters of common interest.

Section 31.2. Unless mutually agreed otherwise in advance, the Committee shall not act on grievances but may discuss the general causes of grievances and methods for removing those causes.

ARTICLE 32 **WAIVER IN CASE OF EMERGENCY**

Section 32.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Sheriff of Darke County, the Federal or State Legislature, the Mayor of the City of Greenville, the Director of Homeland Security, the Federal Emergency Management Agency (FEMA), or the local Emergency Management Agency, such as acts of God or civil disorder, which affect and/or encompass the jurisdiction of the City of Greenville, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and,
- B. Any or all work rules and/or agreements and practices relating to the assignment of employees within their department.

Section 32.2. Upon the termination of the 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 such grievance(s) had properly progressed prior to the emergency.

ARTICLE 33
NO STRIKE OR LOCKOUT

Section 33.1. Inasmuch as this Agreement provides the machinery for the orderly resolution of grievances, the Employer and the Association recognize their mutual responsibility to provide for uninterrupted services to the citizens of the City of Greenville, Ohio. Therefore,

- A. The Association agrees that neither it, its officers, agents, representatives nor members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage or work slow down by its members. Work slow down shall mean a concerted effort by one or more employees to create a disruption to the normal work activities of the department.
- B. When the Employer notifies the Association by certified mail or telegram or personal delivery that any of the employees covered hereunder are engaged in any prohibited activity as set forth in this Article, the Association shall immediately order such employee(s) to resume work activities and/or return to work and shall additionally publicly announce that the strike or work stoppage is unauthorized.
- C. The Employer agrees that neither it, its officers, agents nor representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of any employee covered hereunder.
- D. In the event any employee or group of employees of the City of Greenville, Ohio, engage in any interruption of the Employer's business by way of strike or work stoppage of any kind, employees hereunder shall continue to do their work.

Section 33.2. In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 33.1 of this Article is/are subject to disciplinary action up to and including discharge or removal by the Employer.

Section 33.3. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes or work stoppages.

ARTICLE 34
SAVINGS CLAUSE

Section 34.1. If any Article or Section of this Agreement shall later be declared invalid, unlawful, or unenforceable by reasons of any existing or subsequently enacted federal or state legislation, or by virtue of any judicial ruling, all other Articles and Sections of the Agreement shall remain in full force and effect for the duration of this Agreement.

Section 34.2. In the event of invalidation of any Article or Section for such reasons, the parties agree to meet within thirty (30) calendar days of the invalidation for the purpose of renegotiating said Article or Section(s).

ARTICLE 35
PROBATIONARY PERIODS

Section 35.1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees 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 newly hired probationary employee may be terminated any time during the probationary period and shall have no right to appeal such removal.

Section 35.2. Employees promoted to a position outside the bargaining unit may be returned to their former position in the event they do not successfully complete the probationary period established for the promoted position.

Section 35.3. Any employee promoted within the bargaining unit shall serve a six (6) month promotional probationary period. An employee may be returned to their former position in the event they do not successfully complete the six (6) month probationary period.

Section 35.4. An employee may voluntarily elect to return to their previous position during the first sixty (60) days of their promotional probationary period or anytime during the promotional probationary period that the previous position is vacant.

Section 35.5. Any employee returning to their former position during a promotional probationary period, shall be assigned to the rate of pay in effect for such former position at the time of their return as though they had never promoted out of the position.

ARTICLE 36
RULES AND REGULATIONS

Section 36.1. The Association recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, regulations, policies and procedures consistent with the Employer's statutory authority.

Section 36.2. The Employer recognizes that no rules, regulations, policies or procedures shall be established that are in violation of any express terms of this Agreement.

Section 36.3. When reasonably able to do so, the Employer shall give the Association seven (7) days notice prior to the implementation of any new work rules, regulations, policies or procedures. The Employer also agrees to discuss any changes with the Association, if the Association so desires, through the Labor Management Committee.

ARTICLE 37
APPLICATION OF CIVIL SERVICE

Section 37.1. Whereas this Agreement may address subjects also addressed by the Civil Service laws and/or the Rules and Regulations of the Greenville Civil Service Commission, the parties hereby mutually agree that this Agreement shall take precedence over any conflicting Civil Service provision and except as otherwise specifically provided herein the Civil Service Commission shall have no jurisdiction to receive or determine any appeals relating to the interpretation or application of this Agreement.

ARTICLE 38
DRUG/ALCOHOL TESTING

Section 38.1. Where there is reasonable suspicion to believe that an employee is under the influence of drugs or alcohol, the Employer may administer the applicable tests upon confirmation by a second supervisory employee.

Section 38.2. All drug screening tests shall be conducted using collection sites and medical laboratories meeting the standards and using the cut-off levels of Procedures For Transportation Workplace Drug Testing Programs 49 CFR PART 40.

Section 38.3. Refusal to submit to the testing provided for in this Article shall be grounds for discipline.

Section 38.4. Any discipline arising under this drug and alcohol policy will be subject to the grievance procedure.

Section 38.5. Employees may self-refer themselves to an alcohol or drug rehabilitation program prior to any misconduct without being subject to disciplinary action. Employees will be permitted to use available leave while participating in such alcohol or drug rehabilitation program.

ARTICLE 39
PHYSICAL FITNESS

Section 39.1. The Employer agrees to maintain the existing physical fitness standards as specified in department policy unless amended by mutual agreement of the Police Chief, one (1) Sergeant, and one (1) Patrol Officer selected by the Association.

Section 39.2. The employer agrees to provide a weight/exercise location for use by Association employees to maintain their physical fitness. The room shall be comparable in size to the present weight/exercise location. The location shall have twenty-four (24) hour access with restroom facilities and drinking water in close proximity. The location shall have heat and air conditioning during the appropriate seasons.

All exercise equipment purchased by employees, the Association or donated to the Association shall remain the property of the employees or Association. Any equipment purchased by the Employer shall remain the property of the Employer.

Any injury sustained while using the room by members of the association, who are not on duty at the time of the injury, are not considered work related injuries. On duty use of the exercise equipment such as physical fitness training or testing, with the Employer's Physical Fitness instructor, shall be subject to approval of the Police Chief.

Section 39.3. To encourage all employees to maintain good physical fitness, employees shall receive a bonus for maintaining the following fitness test results on each test during the calendar year. Although the test is given twice each year, the amounts below apply to the score achieved on each test. For example, an employee who scores eighty-five percent (85%) on one test and a ninety percent (90%) on the other test would receive a payment in the eighty-five percent (85%) scale for one test and ninety percent (90%) scale for the other test.

- A. An employee who achieves a score of 85-90% on the test shall receive a payment of one hundred dollars (\$100.00).
- B. An employee who achieves a score of 90-94% on the test shall receive a payment of one hundred fifty dollars (\$150.00).
- C. An employee who achieves a score of 95-100% on the test shall receive a payment of two hundred dollars (\$200.00).

The bonuses shall be paid on the first pay period in June and December.

Section 39.4. Employees electing the Height/Weight portion of the Fitness policy shall not be eligible for the cash bonus.

ARTICLE 40

TRADING DUTY TIME

Section 40.1. With the prior approval of the Chief of police or his designee, employees may trade time with another employee within their rank structure and duty assignment. The trade shall not be for less than eight (8) hours and the trade shall occur in the same forty (40) hour work week. Trading cannot take place if it causes an employee to work more than eight (8) hours in a day or more than forty (40) hours in a week. Employees may trade up to five (5) shifts of eight (8) hours each month. However, employees may only trade up to two (2) shifts of eight (8) hours each month as the employee requesting the shift trade.

Employees desiring to trade time shall notify the Chief or designee in writing of their intent to trade time. Such notice shall be given at least twenty-four (24) hours in advance of the date on which the requested trade is to occur. It shall be the employees' responsibility to report for the time they agreed to trade.

The Employer may deny a trade between employees only in cases where the trade would adversely affect the operation of the Department. The ability of either employee to use any paid leave shall not be used by the Employer to deny the time trade.

Notwithstanding this Article, if the trading members shift is at minimum manpower, the employee may request the trade pursuant to current policy.

ARTICLE 41
WAIVER

Section 41.1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and Agreements arrived at by the parties hereto after the exercise of those rights and opportunities are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Association, and all prior Agreements, practices, and policies concerning the subject matter provided for herein, either oral or written, are hereby canceled.

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

ARTICLE 42
TERMINATION

Section 42.1. This agreement shall be effective January 1, 2016 and shall remain in full force and effect through December 31, 2018.

Section 42.2. If either party desires to modify or amend this Agreement, it shall give written or electronic notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested or by electronic transmission.

ARTICLE 43
RESIDENCY REQUIREMENT

Section 43.1. Subject to the provisions of division two (2) of this section, all full-time employees in the bargaining unit shall reside in the County of Darke or an adjacent county to Darke within the State of Ohio.

Section 43.2. Any employee who is beginning employment with the City and who is subject to such a probationary period shall reside within the County of Darke or an adjacent county to Darke within the State of Ohio within sixty (60) calendar days after employee's probationary period ends.

**ARTICLE 44
RETIREMENT GIFTS**

Section 44.1. The employee shall be provided with an identification card and a badge from the department which identifies the employee as a retired police officer for purposes of complying with H.R.218.

**ARTICLE 45
SUBCONTRACTING**

Section 45.1. Events for which police personnel are requested, such work shall be offered to members of the bargaining unit, through its overtime opportunity offering list, before the City will utilize police officers from other agencies.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 9th day of December, 2015.

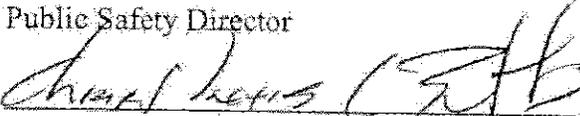
FOR THE CITY OF GREENVILLE:
OFFICERS ASSOCIATION:



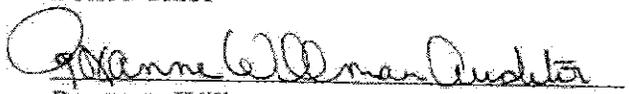
Michael Bowers
Mayor



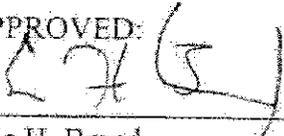
Curt Garrison
Public Safety Director



Dennis Butts
Police Chief

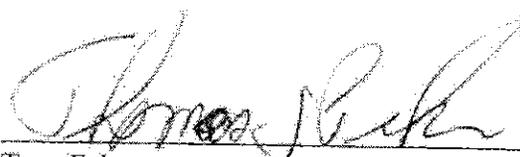


Roxanne Willman
Auditor

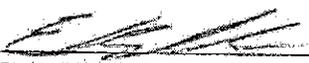
APPROVED:


Eric H. Brand
Law Director

FOR THE GREENVILLE PATROL



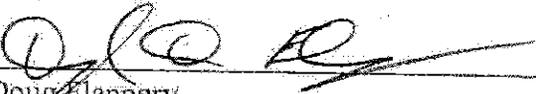
Tom Fehr
FOP/OLCI Staff Representative



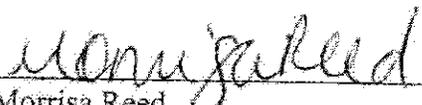
Eric Kiryluk
Negotiating Team Member



Darrin Fox
Negotiating Team Member



Doug Flannery
Negotiating Team Member



Morrisa Reed
Negotiating Team Member

Approved and journalized by Greenville City Council on _____, 2015 by
Ordinance Number _____.

APPENDIX A
FAIR SHARE FEE
REBATE PROCEDURE

Greenville Patrol Officers Association

This rebate procedure is adopted pursuant to Ohio Revised Code ' 4117.09(C), which requires that all public employee organizations representing employees pursuant to Chapter 4117 prescribe an internal rebate procedure to determine a rebate, if any, to non-members who make a timely demand for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of the Association in the realm of collective bargaining.

Non-members who pay a service fee in accordance with a collective bargaining agreement between the Association and the City in lieu of membership dues, shall be notified that a fair share agreement exists and that they shall pay a service fee which is a proportionate share of the dues paid by members of the Association. Each year the Association shall determine the non-members' proportionate share based on the percentage of the Association's expenses characterized as germane to collective bargaining during the preceding year. Notice to the non-members must also include the date of commencement of the payment of fees and the announcement that they will be taken in the form of payroll deductions.

An audit must be performed by an independent auditor and must identify all expenditures for all purposes. The audit results must be communicated to non-members within thirty (30) days of the non-members' receipt of notice of the service fee that is to be deducted for that year. This communication must be accompanied by directions specifying the procedure for registering objections.

To object, any non-members who pay a service fee in accordance with the collective bargaining agreement between the Association and the City may file a petition for a rebate of Association expenditures in support of partisan politics or ideological causes not germane to the work of the Association in the realm of collective bargaining.

The rebate petition must be in writing and must specify the nature of the objection to the expenditure being challenged. The petition shall be served upon the Association Executive Board no later than thirty (30) days after non-members receive notice of the audit results.

Immediately upon the filing of a rebate petition, the Association shall place in an interest bearing escrow account one hundred (100%) percent of the objecting non-member's service fees deducted and paid to the Association as of the filing of the petition, plus all future service fees deducted from the objecting non-member during the time period while the legitimacy of the expenditure is being determined.

Within thirty (30) days from the date the rebate petition is filed with the Association Executive Board, the Executive Board shall initiate the procedure for the conduct of a determination hearing. Multiple rebate petitions may be consolidated at the discretion of the Association Executive Board.

The determination hearing shall be conducted before a neutral arbitrator to be selected by the objecting non-member and the Association from a list to be supplied by the Federal Mediation and Conciliation Service (FMCS). The fees and expenses of the arbitrator shall be borne equally by the Association and the objecting non-member(s).

The selected arbitrator shall determine whether any portion of the non-member's service fee was expended for purposes not germane to the work of the Association in the realm of collective bargaining. The arbitrator shall base the decision upon the evidence presented during the hearing. The parties may be represented during the hearing by the person of their choice. The arbitrator shall render the decision within thirty (30) days after the close of the hearing.

If the arbitrator determines that some portion of the non-member's fees were expended for purposes not germane to the realm of collective bargaining, then the arbitrator shall calculate that portion of the service fee that was not expended for purposes germane to the work of the Association in the realm of collective bargaining and the Association shall reimburse the petitioning non-member that amount plus interest computed at the legal rate.

If the arbitrator determines that the non-member's fees were expended for purposes germane to the work of the Association in the realm of collective bargaining, then the non-member shall be so informed and the escrowed funds plus interest shall be transferred back to the Association's general account. Parties may appeal the decision of the arbitrator in accordance with Ohio Revised Code '4117.09(C). Should a party file a timely appeal in accordance with Section 4117.09(C), the escrowed fees shall remain in the interest bearing escrow account until a determination has been made by the State Employment Relations Board.

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is between the City of Greenville ("City") and the Greenville Patrol Officers Association ("Union") to address the elimination of police officers being assigned as designated dispatchers and to address possible taxes to certain insurance plans designated as the Cadillac Tax under provisions of the ACA.

NOW, THEREFORE, the parties agree as follows:

1. Bargaining unit members will cease being assigned as a designated dispatcher and performing the duties of a dispatcher effective on/before December 31, 2016 or six (6) months from the hiring of a seventh dispatcher, whichever occurs first.
2. During the term of this agreement, if the costs for the health benefits plan should result in additional payments to be made, over and above what is currently contemplated by the parties, by reason of Federal or State statutes, regulations, orders etc., the parties shall bear these cost increases at the same ratio as this Agreement provides in Article 19, section 19.3.

**AN ORDINANCE RATIFYING THE COLLECTIVE BARGAINING AGREEMENT
NEGOTIATED BETWEEN THE CITY OF GREENVILLE, OHIO, AND THE
GREENVILLE PATROL OFFICERS ASSOCIATION, FOP-OHIO LABOR
COUNCIL, INC, ON BEHALF OF THE CITY'S POLICE OFFICERS
AND DECLARING AN EMERGENCY**

WHEREAS, the City of Greenville has negotiated a collective Bargaining Agreement between the City of Greenville and the Greenville Patrol Officers Association, FOP-Ohio Labor Council, Inc., on behalf of the City's Police Officers, a copy of which is marked as Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, Council hereby approves and ratifies said agreement; and

WHEREAS, the collective Bargaining Agreement with the Greenville City Patrol Officers Association is necessary to insure that the Greenville Police Department is able to continue full patrol services, with no interruption, to the residents of the City of Greenville;

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Greenville, Darke County, and State of Ohio as follows:

SECTION ONE: The collective Bargaining Agreement between the City of Greenville and the Greenville Patrol Officers Association, FOP-Ohio Labor Council, Inc., contained in the attached Exhibit "A" is hereby approved and ratified.

SECTION TWO: That this Ordinance, for the reasons stated in the preamble, shall be declared to be an emergency measure to preserve the health, safety and welfare of the residents of the City of Greenville, and that this Ordinance shall be declared to be in full force and effect from the and after its passage and approval by the Mayor.

PASSED THIS 1st day of December, 2015.

John R. Bunker, President of Council

ATTEST:

Vicki A. Harris, Clerk

APPROVED by the Mayor this 1st day of December, 2015.

WJ, Mayor