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AGREEMENT

BETWEEN THE

CITY OF TALLMADGE

AND

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

(PATROL OFFICERS)

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

AS PREPARED BY:

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ARTICLE 1

AGREEMENT AND PURPOSE

1.01 This Agreement is made and entered into by and between the City of Tallmadge, Ohio, hereinafter referred to as the Employer, and the Fraternal Order of Police, Ohio Labor Council, Inc. representing Police Patrol Officers in the City of Tallmadge, and hereinafter referred to as the Labor Council.

1.02 This Agreement is made for the purpose of promoting harmonious relations between the City and the Police employees.

ARTICLE 2

NON-DISCRIMINATION

2.01 The parties to this Agreement shall not discriminate for or against any employee on the basis of membership or position in the F.O.P.

2.02 It is a condition of this Agreement, agreed to by both parties, to provide equal opportunity to all employees and to prohibit any discrimination because of race, creed, color, sex, marital status, national origin, age, handicap, or political affiliation. Nothing in this contract shall provide, however, any additional rights, privilege, recourse or remedy other than those already provided by state and federal law.

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

ARTICLE 3

MANAGEMENT RIGHTS

3.01 Not by way of limitation of the following paragraph, but only to indicate the type of matters or rights that belong to and are inherent to the Employer, the Employer retains the right to:

A. Hire, discharge, transfer, suspend and discipline employees for just cause.
B. Determine the number of persons required to be employed, laid off or discharged for just cause.
C. Determine the qualifications of the Employees covered by this Agreement.
D. Make any and all reasonable rules and regulations.
E. Determine the work assignments of its employees.
F. Determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement.

G. Determine the type of equipment used and the sequence of work processes.
H. Determine the making of technological alterations by revising either process, equipment, or both.
I. Determine work standards and the quality and quantity of work to be produced.
J. Select and locate buildings and other facilities.
K. Establish, expand, transfer and/or consolidate work processes and facilitators.
L. Consolidate, merge, or otherwise transfer any and all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management responsibility of such property, facilities, processes or work.
M. Terminate or eliminate all or any part of its work or facilities.

3.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its business and the direction of its work force which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 4

DUES DEDUCTION

4.01 During the term of this Agreement, the City of Tallmadge will deduct current uniform dues for F.O.P. #111 members, provided that at the time of such deduction there is in the possession of the City a current, written and signed authorization for the deduction of dues from the employees.

4.02 Previous signed and un-revoked authorization shall continue to be effective until revoked in writing.

4.03 Dues deduction will be made on a monthly basis, and paid to F.O.P. Lodge #111 with the Employer providing a list of those employees for whom dues deductions have been made.

4.04 F.O.P. Lodge #111 shall indemnify and save the City of Tallmadge harmless against any and all claims, demands, suits or other forms of liability that arise out of or by reason of action taken or not taken by the City of Tallmadge for purpose of complying with any provisions of this Article.

ARTICLE 5

FAIR SHARE FEE DEDUCTION

5.01 The City of Tallmadge agrees to deduct from the wages of any employee who is a member of the bargaining unit all Ohio Labor Council membership dues uniformly required. The Ohio Labor Council will notify the City of Tallmadge from time to time of the dues it charges and its current membership.

5.02 All employees of the bargaining unit shall either become dues paying members of the Ohio Labor Council as a condition of continued employment, or remit a fair share fee in the amount set by the F.O.P./O.L.C. from time to time, (once monthly) in

accordance with the provisions of the O.R.C. 4117.09(C). Said amount shall be deducted from the wages of all such non-members of the F.O.P. Ohio Labor Council, Inc. Nothing in this Article shall be construed to require any employee to become a member of the F.O.P. Ohio Labor Council, Inc.

5.03 The F.O.P. Ohio Labor Council agrees to save the City of Tallmadge harmless in the event of any legal controversy with regard to the application of this provision.

5.04 The City of Tallmadge shall not be required to make such deduction from any employee who is a member of and who adheres to established and traditional rights or teachings of a bona-fide religion or other type group as defined by Ohio law and who receives a Declaration of Exemption by the State Employment Relations Board; nor shall the City of Tallmadge be required to make such deduction from any employee who by reason of state or federal law is exempt from such deductions.

5.05 All Ohio Labor Council dues and fair share fees collected shall be paid over by the City of Tallmadge on a monthly basis and forwarded to the F.O.P. Ohio Labor Council, Inc., at 222 E. Town St., Columbus, Ohio 43215-4611 or such other address as set from time to time by the F.O.P./O.L.C.

ARTICLE 6

SUSPENSION OF CONTRACT IN EMERGENCY

6.01 In the event of any riot, civil disturbance, catastrophe, natural disaster or other disastrous occurrence as determined by the Department Head, all provisions of this Agreement may be suspended, except those provisions establishing rates of compensation.

6.02 Any disastrous or emergency event shall, however, be deemed to have ended no later than thirty (30) days after the date of suspension of the contract, and reimplementation will immediately begin.

6.03 Once such disastrous or emergency event has ceased, there shall be a grace period, not to exceed fifteen (15) days, in which all suspended terms of this Agreement shall be re-implemented.

ARTICLE 7

NO STRIKE/NO LOCKOUT

7.01 The Lodge agrees for itself, its representatives, and members that neither it, nor they, will directly or indirectly call for, instigate, sanction or encourage a strike, or any other concerted work stoppage or other job action designated to impair or impede the functions of the City of Tallmadge Police Department or any part thereof.

7.02 The Lodge agrees to actively seek stoppage of any type job action by a member or members of the labor council bargaining unit and shall take whatever affirmative steps reasonably within their ability that are necessary to end such job action.

7.03 The City agrees not to lock out any employee in the Ohio Labor Council bargaining unit during the term of this Agreement.

ARTICLE 8

LABOR/MANAGEMENT COMMITTEE

8.01 A Labor/Management Committee consisting of two (2) individuals who represent the F.O.P. and two (2) who represent the Administration will be established. This Committee will meet once per six months or as necessary to discuss items of concern to the employees and the management of the Police Department. Each team will submit a proposed agenda ten (10) days prior to the meeting. Each meeting will have an agenda to be agreed upon by both parties.

8.02 The names of those representatives for the F.O.P. will be submitted to the Chief of Police ten (10) days prior to each meeting.

8.03 All proposed items for agenda will be submitted by either party in writing within the above time frames.

8.04 Employees participating in Labor/Management Committee meetings shall receive no compensation solely for participating in the meeting(s). In the event that Labor/Management Committee meetings are scheduled when an employee meeting-participant is scheduled to work, he/she shall receive no diminution in pay. In the event that Labor/Management Committee meeting are scheduled when an employee meeting participant is not scheduled to work, he/she shall receive no compensation for his/her attendance.

ARTICLE 9

F.O.P. REPRESENTATION AND TIME

9.01 Any provision in this Agreement which provides for time off work for Union representation with pay shall be interpreted as only receiving remuneration for the same if such Union member and/or his Union representative or designee are scheduled to work, and only as this Agreement provides for time off to participate in such Union related activity.

9.02 The remuneration to which such member or Union representative or designee is entitled shall only be their regular pay for those scheduled duty hours they are engaged in such authorized Union related activities and shall not be interpreted as providing any right to overtime pay; nor pay for hours not actually scheduled to work; nor for compensatory time off for such time.

9.03 Each bargaining unit shall be entitled to have one (1) member selected by such unit to represent them in matters of negotiations when negotiating contractual changes and shall be entitled to their regular pay for all such time spent with City negotiators. Such paid negotiators shall only receive pay for scheduled hours missed in negotiation meetings; and further, shall not be entitled to overtime benefits or compensatory time off provisions.

9.04 Each bargaining unit shall be entitled to have one (1) Union Associate member selected by such unit who will be entitled to eight (8) hours of time per month for union related activities for which said member shall be entitled to receive her/his regular pay for all such time spent on Union related activities. Time provided under this section

may be accumulated up to a maximum of ninety-six (96) hours per year. Unused hours from this section may not be accumulated or carried over from one year to the next. Any employee paid under this section shall not be entitled to overtime benefits or compensatory time off provisions and will only be paid for actual time spent on union related activities.

9.05 Each bargaining unit member engaging in negotiations, and Union Associate representative selected to engage in paid union-related activities described in Section 9.04 above, will be required to document said activities (date and duration/start time-end time) on the form denoted as "Union Related Activities Voucher." This form will be submitted to the operating commander within the pay period such activity occurred. Failure to submit this form will result in denial of the requested payment of time to the selected union member.

ARTICLE 10

SICK LEAVE

10.01 Each full-time Police Officer shall earn, upon completion of eighty (80) hours of service to an annual maximum of 120 hours a year, sick leave at the rate of four and six-tenths (4.6) hours. Upon completion of each eighty (80) hours of service shall be deemed to mean hours actually worked or scheduled hours if the employee did not work but was otherwise entitled to receive pay therefore, whichever is the greater.

10.02 No compensation of sick pay made under this Article shall be applied or granted for sick leave accumulated prior to this Article unless such employee would have been entitled to the same under legislation in effect prior to the enactment of this Article.

10.03 Each full-time Police Officer eligible to earn sick leave shall commence earning the time from the effective date of employment with the City of Tallmadge and shall be entitled to accumulate the same without limit.

10.04 Full-time Police Officer may use sick leave, upon approval of the responsible administrative officer of the City, for absence due to personal illness, pregnancy, injury, or death in the employee's immediate family. Immediate family shall be defined and construed to mean: Husband, Mother, Wife, Father, Mother-in-law, Father-in-law, Brother, Sister, Son, Daughter, Stepchild or Grandchild, Brother-in-law, Sister-in-law, Grandparents of employee and Grandparents of spouse of employee. Time off for doctor or dental appointments for employee shall be charged to sick leave.

10.05 The responsible administrative officer of the city shall require an employee to furnish a satisfactory, written, signed statement to justify the use of sick time. If a member of the bargaining unit uses sick leave in excess of three (3) days a certificate from a licensed physician, dentist or other licensed practitioner may be required by the employer. The practitioner's statement must note that the employee was either in the practitioner's office in order to receive medical treatment, or that the employee was medically incapable of working on the days that the employee was absent from work.

10.06 When sick leave is used it shall be deducted from the employee's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work.

10.07 In addition to chargeable sick leave referred to herein, the responsible administrative officer shall grant three (3) days paid leave of absence due to death in

the immediate family of such employee. This time granted herein shall not be chargeable to sick leave. Immediate family shall be defined and construed as heretofore defined in this Article.

10.08 Any full-time Police Officer who has completed ten (10) years or more of service as an employee of the City of Tallmadge can designate and nominate a beneficiary entitled "Sick Leave Beneficiary" by signing, as required by the Director of Finance, the sick leave beneficiary form, and in the event and only in the event that such written designation is made, such sick leave beneficiary shall receive upon the death of such employee sick pay benefits not to exceed nine hundred sixty (960) hours to which such employee may have been entitled; such computation and payment to be made as herein provided.

10.09 Upon severance of employment with the City of Tallmadge any full-time Police Officer who was eligible to earn sick leave credits herein, who has completed ten (10) or more years of service with the City of Tallmadge, and who does not receive retirement benefits from the Ohio Police and Fire Pension Fund by reason of age and length of service or disability shall be entitled to remuneration in cash for any unused sick leave accumulated by such employee not to exceed nine hundred sixty (960) hours of such sick leave pay.

10.10 Such election shall be made in writing by the employee and payment for such sick leave shall be deemed to eliminate all sick leave credit accrued by such employee at that time.

10.11 The election to receive payment therefore shall be deemed to be waived if such employee's employment is terminated for cause satisfactory to justify involuntary termination.

10.12 Upon severance of employment with the City of Tallmadge any full-time Police Officer who receives retirement benefits from the Ohio Police and Fire Pension Fund by reason of age and length of service or disability shall be entitled to remuneration in cash for any unused sick leave accumulated by such employee not to exceed one thousand two hundred (1,200) hours of such sick leave and such election shall be deemed to eliminate all sick leave credit accrued by such employee at that time.

A. The employee may elect in writing to be paid in cash for up to four hundred (400) hours annually during the last three (3) years prior to retirement from City employment. The eligible employee must notify the Chief of Police and the Director of Finance of this election at least thirty (30) days prior to the first distribution. The election is irrevocable and all hours paid under this provision shall be deducted from the payment for accrued sick leave as provided under this contract. The final payment shall exhaust the sick leave buyout credit. Any remaining sick leave credit may be used until the employee's retirement date at which time all remaining sick leave credit is exhausted.

B. Any employee having less than three (3) years until retirement at the time of the enactment of the pre-retirement sick leave payment benefit may elect to receive up to six hundred (600) hours paid of accrued sick leave in each of the last two (2) years preceding retirement subject to the provisions in paragraph "A" above.

10.13 If payment of sick leave credits is made under either of the provisions for the same, in the above herein, the Director of Finance of the City shall, within thirty (30) days of

such retirement, ten (10) or more year termination or decease, compute the number of unused sick leave hours and pay such employee or to such "Sick Leave Beneficiary" if such employee be deceased, such sum as shall be the result of such computation, charging such sum to the same account of the annual appropriation from which said employee has been paid their regular stipend.

10.14 A computation shall be made by the Director of Finance determining the total unused sick leave credits for each employee through the employment period of December 31, 1984. All such sick leave credits shall hereafter be referred to as "banked" sick leave.

10.15 A record shall be kept of all sick leave credits accruing for each employee commencing January 1, 1985, and thereafter. All cash payments for sick leave that is earned and accrued from and after January 1, 1985 shall be computed upon one-half (0.5) of the value of such sick leave credits.

10.16 The total unused "banked" sick leave and one-half (0.5) of unused sick leave accruing after January 1, 1985 shall be the total hours upon which any cash payment shall be computed.

10.17 One (1) day of sick leave occurring on or after January 1, 1985 by a member of the collective bargaining unit shall first be charged by the Director of Finance against the sick leave accumulated on and after January 1, 1985, on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work. In the event the earned sick leave from January 1, 1985 is not sufficient upon which to charge, then and only then shall the Director of Finance charge the use of sick leave upon "banked" sick leave.

10.18 In the event the employer uses a portion of his "banked" sick leave prior to termination of employment, but thereafter earns additional sick leave credit, such additional unused sick leave shall be returned by the Director of Finance on a one (1) hour for one (1) hour earned basis to the "banked" sick leave credit of such employee.

10.19 If cash payment for unused sick leave is made under the provisions of this Agreement the remuneration to be made shall be computed by the Director of Finance in the following manner, to wit: the last hourly rate of such employee shall be multiplied by the earned cash payment hours which are full value for all unused "banked" sick pay credits plus one half (0.5) value of all unused sick pay credits earned after January 1, 1985.

10.20. Members of the unit shall be eligible for a sick leave incentive as specified herein.

A. Each eligible employee who has used sixteen (16) hours/(2) shifts of sick leave or less during the entire calendar year has the election of selecting one of the following incentives annually.

1. Each eligible employee may elect to take one (1) additional paid personal day to be taken during the next calendar year. This additional personal day shall not be carried forward to succeeding years.

B. Each eligible employee may elect to receive a cash benefit for forty (40) hours of her/his unused sick leave. Such cash benefit shall not be subject to contributions to any of the retirement systems either by the employee or the employer. The eligible employee shall annually notify the Director of Finance of the election selected not later than November 15th.Cash benefits will be paid the same pay period that includes December 15th.An employee who has not worked the entire year shall not be eligible for a cash payment under the sick

leave incentive election.

10.21 The sick leave/attendance policy which was in effect at the time this agreement concluded, and which the Employer, the FOP and the members of the bargaining unit acknowledge will be applicable during the term of this agreement. The Employer, the FOP and the members of the bargaining unit further acknowledge that the terms of the attached sick leave/attendance policy are subject to the terms of this Article(Article 10-Sick Leave) and must be read in conjunction with this Article. Any actual or perceived inconsistency between the attached sick leave/attendance policy and the terms of Article 10 - Sick Leave will be resolved in favor of the terms of Article 10 - Sick Leave (Section 10.01 through10.20).

ARTICLE 11

DISABILITY LEAVE

11.01 When an employee is injured in the line of duty while actually working for the Employer he shall be eligible for paid leave in the amount of his regular hourly wage, not to exceed one (1) year from the injury date, providing that within thirty calendar days from the first day of the leave he files for Worker's Compensation and signs a waiver assigning to the Employer those sums of money he would ordinarily receive as weekly compensation as determined by law for that number of weeks he receives benefits under this Article. Such leave shall commence after the employee utilizes his sick leave for the first three (3) work days. Sick leave will be reimbursed to the extent of the Worker's Compensation benefits received by the Employer.

11.02 The Employer shall have the right to require the employee to have a physical exam by a licensed physician selected by the employee from a list of five (5), provided and paid by the Employer, resulting in the physician's certification that the employee is unable to return to work due to the injury as a condition precedent to the employee receiving benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not but shall not govern whether the Employer shall extend the period of leave. Refusal of an employee to submit to the required physical exam shall immediately terminate disability leave.

11.03 If the Employee has filed for Worker's Compensation and after one (1) year the employee is still disabled, he shall be entitled to use sick leave or any other accumulated paid leave to which he would otherwise be entitled.

ARTICLE 12

UNPAID LEAVES OF ABSENCE

12.01 An employee who has completed one (1) year of continuous service with the Employer may be granted a leave of absence without pay because of injury, illness, education purposes, employment by the Union, or other personal reasons, including maternity leave. The decision to grant the leave or the length of the leave period will be at the discretion of the Employer with due consideration given to the reasons and evidence presented by the employee to the Employer.

12.02 All leaves of absence (and extensions thereof) must be applied for and granted in writing on forms provided by the Employer (with a copy to the employee). Except in cases of emergency, the leave request shall be filed with the employee's Department Head not later than two (2) weeks prior to the date on which the leave is to start. Along with the request for the leave, he shall supply any and all available documentation in support of said leave. This documentation shall consist of medical proof of disability in cases where the leave is for medical purposes and the specific reason for the leave when the leave is for other purposes. An employee seeking a leave of absence will be notified within five (5) days of the date of application whether it will be granted or denied. An employee who is granted such a leave shall not accrue any benefits during his absence, including seniority.

12.03 Leaves of absence will not be granted for the employee to seek employment with another employer, nor shall any employee work for another employer during the time period he is on leave. Any employee who works for another employer while on leave shall have his leave canceled immediately and be subject to immediate recall.

12.04 When an employee returns to work after a leave of absence, he will be assigned to the position which he formerly occupied or to a similar position if his former position no longer exists at the applicable rate of pay, provided the employee is able to perform the work.

12.05 An employee may, upon request, return to work prior to the expiration of any leave of absence, provided that such early return is agreed to by the Employer.

12.06 Employees absent from work without authorization or approval shall be considered on an unauthorized leave. An unauthorized leave for a period of more than three (3), eight (8) hour consecutive working days, may, at the Employer's discretion, be considered an automatic resignation or subject the employee to other disciplinary action.

12.07 The parties incorporate the mandatory provisions of the Family Medical Leave Act by reference. It is further agreed that FMLA entitlements shall be used concurrently with existing leave entitlements, other than disability leave entitlement pursuant to Article 11. Seniority shall accumulate during a FMLA leave and existing life insurance shall be maintained. In any instance where an employee, who is eligible for leave under the FMLA, has 56 hours or less of sick leave remaining, the employee may elect to take unpaid leave under the FMLA rather than exhaust the remaining sick leave.

ARTICLE 13

MILITARY DUTY

13.01 Military leave shall be granted in accordance with applicable federal and state law. In accordance with Section 5923.03, Ohio Revised Code, an employee may be granted a leave of absence of up to twenty-two (22) workdays (maximum 176 hours) per year to receive annual military training (not including weekend drills). For the period of such leave absences, the City shall pay the employee their regular rate of pay and the employee may retain any compensation paid to them by the armed forces. Such leave of absence shall not affect the employee's eligibility for vacation leave, sick leave or other benefits. The employee may at their option use vacation time for any military duty in excess of thirty-one (31) days or shall be granted temporary leave of absence

without pay for such period in excess of thirty-one (31) days at their option.

ARTICLE 14

JURY DUTY

14.01 Any member of the bargaining unit who shall be called to serve on a municipal, county, federal, whether petit or grand jury; or to be examined at a specific time as a juror, shall be granted the necessary time to serve on such jury or to attend such examination. All such time shall be considered jury duty and shall not be charged to any accumulated leave time. The City of Tallmadge shall reimburse the employee for any differential between their normal rate of pay and the compensation received for such jury duty.

14.02 Members of the Bargaining Unit called to serve on Jury Duty who work shifts other than 8:00 a.m.-4:00 p.m., Monday through Friday will have their shifts flexed by the scheduling officer to put them on the 8:00 a.m.-4:00 p.m., Monday through Friday shift for the duration of their Jury Duty. This will ensure that officers are not called to be in court after working a previous night shift, or have to work the street after being in court all day. Any officer called to Jury Duty on a normal day off will receive their regular rate of pay for that day. The officer is obligated to return to work if dismissed from Jury Duty earlier than what would have been an eight hour work day.

ARTICLE 15

DRAFT BOARD EXAMINATION OR HEARING

15.01 All members of the bargaining unit who are required by their Draft Board to report for a physical examination or hearing of any nature shall be granted the time necessary for such examination or hearing. Such time off shall not be charged to any type of accumulated time and the member shall be reimbursed at their normal rate for such time taken.

ARTICLE 16

VACATIONS

16.01 All full-time employees shall receive paid vacations per the following schedule:

A. Upon completion of one year service: 10 work days
B. Upon completion of five years service: 15 work days
C. Upon completion of ten years service: 20 work days
D. Upon completion of fifteen years service: 25 work days

16.02 Vacation benefits are subject to the following additional conditions:

A. In computing service for vacation purposes, full credit shall be given for all service rendered in a probationary or provisional status, provided such employee immediately after such provisional or probationary status becomes an employee eligible to receive vacations as herein enumerated.

B. In computing service for vacation purposes, any employee eligible to receive vacations as herein enumerated, shall be entitled to receive credit

for prior service with the State of Ohio or any political subdivision of the State for the purpose of computing the amount for their vacation leave.

C. A member of the bargaining unit shall be eligible to receive credit for prior service as a peace officer with any political subdivision of any state other than Ohio. Upon approval of this Agreement, any eligible bargaining unit member shall submit a request for such prior peace officer service within fourteen (14) days with submission of supporting documentation within a reasonable time.

D. If this is not the case, then upon proper certification thereof, such employee will be entitled to receive credit for prior service computed on paid employment at the ratio of one (1) year for each two thousand eighty (2,080) hours of completed employment.

E. In no event, however, shall the anniversary date for service credits for vacations be other than the date such employee commenced service with the City of Tallmadge.

F. Such eligible employee shall be permitted to carry over from one year to the next immediate year, vacation time not to exceed ten (10) working days; but such permission shall be subject to approval by the Chief of Police or his designate.

G. Vacation requests involving seven (7) consecutive calendar days or longer, which are turned in prior to March 15 shall be granted based on seniority.

H. All other vacation requests that are turned in prior to April 15 shall be granted based on seniority, subject to availability. Any vacation requests that are turned in on April 15 or later shall be granted to the Employee who requested the time first.

I. Vacation shall be granted by the Department or Division Supervisor in such a manner as to maintain the greatest efficiency of the Department or Division involved.

ARTICLE 17

HOLIDAYS

17.01 A member of the Union who has been an employee of the City in excess of thirty (30) calendar days shall be entitled to "Holiday Benefits" for those holidays enumerated in Paragraph 17.03 hereof.

17.02 A member of the Union who has been an employee of the City in excess of six (6) months shall be entitled to "Holiday Benefits" for those holidays enumerated in Paragraph 17.05 hereof.

17.03 Holidays are as follows, to wit:

New Year's Day	1st day of January
Martin Luther King Day	3rd Monday of January
Presidents' Day	3rd Monday of February
Easter	Easter Sunday
Memorial Day	Last Monday in May
Independence Day	4th of July

Labor Day	1st Monday of September
Thanksgiving Day	4th Thursday of November
Friday after Thanksgiving	4th Friday of November
Christmas Day	25th day of December

In the event eligible Union members work on any day designated as a holiday, they shall be paid at a rate of one and one-half (1.5) times their regular rate of pay, and in addition, they shall receive their regular holiday pay, or at their option, be allowed compensatory time off in lieu of their holiday pay, subject to the rules affecting compensatory time off. The Chief of Police or his designee shall cause to be posted an option sheet for such selection ten (10) days prior to the holiday.

For any employee working a compressed work week, each holiday shall be considered to be an 8 hour period of the 12 hour shift. Each holiday will begin at 2300 hours on the day before the holiday and end at 2300 hours on the actual holiday. All holiday pay rates will remain as negotiated. No officer shall receive more than 8 hours of holiday pay for an holiday listed.

17.04 Any eligible member whose normal day off falls on any holiday shall receive eight (8) hours of pay as holiday pay at the member's regular rate of pay, the amount to be payable during the pay period in which said holiday falls, or at their option, members will be allowed compensatory time off in lieu of their eight (8) hours of holiday pay subject to the rules affecting compensatory time off and as approved by the Chief of Police. The Chief of Police or his designee shall cause to be posted an option sheet for such selection ten (10) days prior to the holiday.

17.05 In addition to the holidays referred to in Section 17.03 hereof, any eligible Union member may choose, with the approval of the Chief of Police or his designee, three (3) additional holidays during each calendar year. These three (3) personal days shall be used or lost, they may not be carried forward into the next year.

For any employee working a compressed work week, in addition to the holidays referred to in Section 17.03, hereof, any eligible Union member may choose, with the approval of the Chief of Police or his designee, twenty-four (24) additional personal holiday hours (3 personal holidays times 8 hours) during each calendar year. These twenty-four (24) personal holiday hours shall be used or lost. They shall not be carried forward into the next year.

17.06 For the purpose of computing overtime pay, none of the holidays enumerated in Section 17.03 or 17.05 shall be considered as work performed in the particular week in order to compute the workweek of forty (40) hours, unless such holiday is actually worked.

For any employee working a compressed work week, for the purpose of computing overtime pay, none of the holidays enumerated in Section 17.03 or 17.05 shall be considered as work performed in the particular pay period in order to compute the pay period of eighty (80) hours, unless such holiday is actually worked.

17.07 None of the holidays listed in Section 17.03 and 17.05 hereof, shall be charged as vacation or sick leave, if such holidays fall within a period of vacation, while on worker's compensation or use of sick leave.

17.08 Employees who work more than eight (8) hours on any of the holidays listed in17.03 shall be paid two and one half times (2.5) their base hourly rate for all hours worked in excess of eight (8) hours.

For any employees working a compressed work week, the employees who work more than twelve (12) hours on any of the holidays listed in 17.03 shall be paid two and one-half times (2.5) their base hourly rate for all hours worked in excess of twelve (12) hours.

17.09 Any employee called out for duty on a holiday for other than his/her regularly scheduled shift, shall receive a minimum of four (4) hours pay for such duty at two (2) times their normal rate of pay. If an employee is called out for duty and the time for which the employee was called out abuts the employee's regularly scheduled shift, then the employee shall be paid according to Section 17.08 of this contract. Removed from Section 23.02

17.10 If an individual is scheduled to work on a holiday and does not actually work the holiday, they shall receive no additional compensation for the holiday beyond the holiday pay.

ARTICLE 18

HOURS OF WORK

18.01 A week shall be defined as the seven (7) calendar days beginning at 0000 hours Sunday morning and ending at 2359.59 hours on Saturday night

18.02 A day shall be defined as a full twenty-four (24) hour period and shall begin with the employee's starting time.

18.03 The regular workweek shall consist of forty (40) hours; five (5) days of eight (8) consecutive hours each and two days off. Days off shall always be consecutive days though not necessarily in the same workweek.

18.04 For union members working twelve (12) hour shifts, the regular pay period shall consist of eighty (80) hours; six (6) days of twelve (12) consecutive hours each, and one (1) day of eight (8) hours. The eight (8) hour workday can and will vary throughout the scheduling year to help accommodate training and staffing levels. Days off shall be consecutive days though not necessarily in the same work week.

18.05 For compressed week schedules, there will be at least one officer designated as a "FILL SHIFT" officer that will have a flexible schedule to assist in coverage of time

off requests. This officer(s) will also work six (6) days of twelve (12) consecutive hour shifts with one (1) day of eight (8) consecutive hours for each two (2) week, eight (80) hour pay period. The fill shift officer(s) will only work one shift or the other in any two week pay period cycle. The fill shift officer(s) will work either 0700-1900 or 1900-700 with no changing between "days" and "nights" in the middle of the pay period. The fill shift officer(s) will not be required to be part of the "order in" list that can be used to fill sick leave call offs. The fill shift officer(s) will have consecutive days off as stated in Article 18.03 (minimum of two (2) consecutive days off, no isolated single days off).

ARTICLE 19

NOTICE OF SCHEDULE CHANGE

19.01 Any member of the bargaining unit who is subject to a schedule change shall be given three (3) days advance notice to the first schedule change and a seven (7) day advance notice to the second schedule change. No member of the bargaining unit shall have their schedule changed more than twice in a twenty-eight (28) day schedule period.

ARTICLE 20

OVERTIME

20.01 Any work performed by an eligible employee outside the employee's regularly scheduled eight (8) working hours shall be compensated at one and one-half (1.5) times their normal rate for the employee performing such work.

For compressed work schedules, any work performed by an eligible employee outside the employee's regularly scheduled twelve (12) working hours shall be compensated at one and one-half (1.5) times their normal rate for the employee performing such work. Any work performed by an eligible employee outside the employee's regularly scheduled eight (8) work hours shall be compensated at one and one-half (1.5) times their normal rate for the employee performing such work on the regularly scheduled eight (8) hour day.

20.02 Any work performed by an eligible employee in excess of the forty (40) hours in a standard work week shall be compensated at the rate of one and one-half (1.5) times the normal rate of the employee performing such work.

For the compressed work week, any work performed by an eligible employee in excess of eighty (80) hours in a standard pay period shall be compensated at the rate of one and one-half (1.5) the normal rate of the employee performing such work.

20.03 Members who are assigned to work more than eight (8) hours in any twenty four

(24) hour period shall be compensated at the rate of one and one-half (1.5) times their normal rate for all hours worked in excess of eight (8).

20.04 Each member of the bargaining unit shall be paid for performing such overtime duty, or at the employee's specific request, but subject to the Chief's approval, such employee may be given compensatory time off computed as in Section 20.01 and 20.02 above.

20.05 That an employee on duty at the time of such time change requiring an additional hour of work shall be paid for such additional hour at the rate of one and one-half (1.5) times his normal pay.

20.06 That an employee on duty during the period the time change results in a reduction of one (1) hour of work shall, by giving seven (7) days advance notice to the City, either work the reduced hours in a shift and get paid for those hours worked; or shall work the additional hour and be paid his regular rate of pay.

ARTICLE 21

COMPENSATORY TIME OFF

21.01 Any member of the bargaining unit who works on a holiday shall have the option of having equal time off for equal time worked; but such compensatory time off shall be subject to the Chief of Police's approval as to when such compensatory time off shall be taken.

21.02 The granting or denial of compensatory holiday time off except as pertains to holidays above, shall be the sole and irrevocable decision of the Chief of Police, or in his absence, the Director of Public Safety.

21.03 Comp time will be kept in two (2) pools beginning January 1 until April 15

A. Pool A – Comp time accumulated during the prior calendar year
B. Pool B – Comp time accumulated during the current year
C. Holiday pay will not be kept separate from Comp time
D. On April 15 any Comp time remaining in Pool A will be reduced to forty (40) hours. Pool A, at this point, will be combined with Pool B and Comp time will be kept as a single pool until December 31 of the current year. On April 15th when the reduction is made to forty (40) hours in Pool A, the individual shall be paid for any time in excess of the forty (40) transferred hours, at the current rate of pay.

21.04 At any point in time prior to April 15, if the member exceeds two hundred forty (240) hours of accrued compensatory time, the member shall be paid by the Director of Finance at his normal rate of pay in effect at the time such compensatory time was earned for such prior unused accumulated time off in excess of two hundred forty (240). No employee may accumulate more than two hundred forty (240) hours of compensatory time.

ARTICLE 22

COURT TIME

22.01 Any member of the bargaining unit shall be compensated for all time spent

attending court, or appearing before an administrative agency, in other than their regular shift at one and one-half (1.5) times their regular hourly rate. Such time spent in court shall include travel time and shall be evidenced by written statement of the Police Prosecutor or other officer of the court. Any member of the bargaining unit shall be paid a minimum of three (3) hours for such court appearance. The court appearance, however, shall mean one (1) appearance regardless of the number of cases such officer may appear at during such day at court. Officers may be granted compensatory time off computed at one and one-half (1.5) times in lieu of pay, subject to any existing rules concerning compensatory time.

ARTICLE 23

CALL BACK PAY

23.01 Any employee called out for duty for other than their regularly scheduled shift, shall receive a minimum of four (4) hours pay for such duty at one and one-half (1.5) times their normal rate of pay, regardless of the day involved. If the employee is called out for duty and the time for which the employee was called out abuts the employee's regularly scheduled shift, then the employee shall receive one and one half (1.5) times their normal rate of pay for only the time worked prior to the regular shift.

23.02 In the event a patrol officer or road sergeant calls off sick, bringing the staffing for a shift below the required minimum, a list of on-call personnel to be ordered-in will be established. This list will be referred to if the standard procedure of offering the overtime to volunteers within a thirty minute call-in period does not fill the vacancy.

In a normal month, each team will be responsible for having a member of the team on call-in status when the other team is working (example: Day Team A would be responsible for having a person on call when Day Team B is scheduled to work and vice versa). Each month, after the initial monthly schedule is released sergeants and officers will have a maximum of 7 days to complete the order in list and return it to the patrol scheduler. Each officer and sergeant will be responsible for their fair share of signing up, based on time of service. In a normal month, each team member would be responsible for approximately four days of being the person on call for the opposite shift. Each officer and sergeant will be responsible for signing up for a minimum of one Friday or Saturday call shift coverage. In the event a person that is on "on-call" status is unable to cover their order-in, disciplinary action will be taken against the officer or sergeant who is unable or unwilling to cover the shift, and the least senior officer assigned to the "on call" team shall be ordered in instead. This on-call list will be kept current and maintained in the schedule book with the current work schedule at all times. This list will be maintained by the patrol scheduler.

ARTICLE 24

INSURANCE

24.01 This Union will receive the same medical coverage as is provided to nonunionized employees of the city. The Employer shall expressly reserve the right to change insurance carriers or coverage.

24.02 In addition to the existing employee contribution, effective January 1, 2016 bargaining unit employees' premium contributions per employee will continue to increase from the 2015 contribution rate by fifty (50) percent of any increased premium cost to the City to a maximum per pay period of an additional $ 10 for single coverage, $15 for employee +1 coverage, and $20 for family coverage. The Finance Director shall withhold these charges from the employee pay checks.

Effective January 1, 2017 bargaining unit employees' premium contributions per employee will further increase by fifty (50) percent of any increased premium cost to the City to a maximum per pay period of an additional $15 for single coverage, $20 for employee +1coverage, and $ 25 for family coverage. The Finance Director shall withhold these charges from the employee pay checks.

Effective January 1, 2018 bargaining unit employees' premium contributions per employee will further increase by fifty (50) percent of any increased premium cost to the City to a maximum per pay period of an additional $ 15 for single coverage, $20 for employee +1coverage, and $ 25 for family coverage. The Finance Director shall withhold these charges from the employee pay checks.

Effective January 1, 2016 the City shall have a cap placed on increases. The City's increased premium costs shall increase to a maximum per pay period of an additional $20 for single coverage, $25 for employee +1 coverage and $30 for family coverage.

Effective January 1, 2017 the City's increased premium costs shall increase to a maximum per pay period of an additional $21 for single coverage, $26 for employee +1 and $31 for family coverage.

Effective January, 2018 the City's increased premium costs shall increase to a maximum per pay period of an additional $22 for single coverage, $27 for employee +1 and $32 for family coverage.

If the City 's cap that is mentioned in the previous three paragraphs increases beyond these rates the Cost Containment Committee shall be immediately notified and provided 15 days from such notification to alter the coverage levels to bring the City's cost increase to a figure below the above-provided caps. If the Cost Containment Committee is unable to recommend such an alteration in coverage to the Mayor, then the Mayor shall be given the right to unilaterally make such changes as long as all nonunion employees are provided with the same coverage as union members. Such changes are subject to the grievance and arbitration process for economic purposes only.

24.03 If during any year the City is impacted by the "Cadillac tax" of the Affordable Care Act the Cost Containment Committee shall be immediately notified and proved 15 days from such notification to alter the coverage levels to bring the City's cost increase to below the level necessary to avoid the Cadillac Tax. If the Cost Containment Committee is unable to recommend such an alteration in coverage to the Mayor, then the Mayor shall be given the right to unilaterally make such changes as long as all nonunion employees are provided with the same coverage as union members. Such changes are subject to the grievance and arbitration process for economic purposes only.

24.04 The Employer agrees to provide the same or comparable dental insurance coverage in effect on the date of the execution of this Agreement.

24.05 The Employer agrees to provide the same or comparable vision care coverage in effect on the date of the execution of this Agreement.

24.06 The Employer agrees to provide the same or comparable life insurance coverage in effect on the date of the execution of this Agreement. The Employer agrees to provide coverage limits for each employee of $80,000.

24.07 The employee may remove himself from City coverage in exchange for an annual buy-out of $1,300.00 payable by the City in equal, bi-monthly installments.

24.08 Bargaining unit employees, spouses and legal dependents of employees are eligible for annual membership at the Tallmadge Recreation Center at one-half the rate of City residents.

ARTICLE 25

PERSONAL LIABILITY

25.01 The City will provide and pay the cost of personal liability insurance for each member of the Union, indemnifying each member for acts committed within the scope of his employment while on duty as an employee of the City, provided such acts are not within those types of acts excluded in a basic liability policy.

25.02 The amount of coverage for each incident shall be a minimum sum of one million dollars ($1,000,000.00).

ARTICLE 26

WAGES

26.01 Officer pay in 2016 which includes service/longevity pay shall be:
The parties have agreed to a 3.0% wage increase January 1, 2016.

1. During the first 6 months of service	$26.27
2. Beginning with the 7th month of service	$27.25
3. Beginning with the 13th month of service	$28.98
4. Beginning with the 25th month of service	$29.58
5. Beginning with the 37th month of service	$31.84
6. Beginning with the 43rd month of service	$32.18
7. Beginning with the 6th year of service	$32.36
8. Beginning with the 11th year of service	$32.57
9. Beginning with the 16th year of service	$32.75
10. Beginning with the 21st year of service	$32.94
11. Beginning with the 26th year of service	$33.46

2017 HOURLY RATES

The parties have agreed to a 3.0% wage increase January 1, 2017.

1. During the first 6 months of service	$27.06
2. Beginning with the 7th month of service	$28.07
3. Beginning with the 13th month of service	$29.85
4. Beginning with the 25th month of service	$30.47
5. Beginning with the 37th month of service	$32.80
6. Beginning with the 43rd month of service	$33.15
7. Beginning with the 6th year of service	$33.33
8. Beginning with the 11th year of service	$33.55
9. Beginning with the 16th year of service	$33.73
10. Beginning with the 21st year of service	$33.93
11. Beginning with the 26th year of service	$34.46

2018 HOURLY RATES

The parties have agreed to a 3.0% wage increase January 1, 2018.

1. During the first 6 months of service	$27.87
2. Beginning with the 7th month of service	$28.91
3. Beginning with the 13th month of service	$30.75
4. Beginning with the 25th month of service	$31.38
5. Beginning with the 37th month of service	$33.78
6. Beginning with the 43rd month of service	$34.14

7. Beginning with the 6th year of service	$34.33
8. Beginning with the 11th year of service	$34.56
9. Beginning with the 16th year of service	$34.74
10. Beginning with the 21st year of service	$34.95
11. Beginning with the 26th year of service	$35.49

ARTICLE 27

UNIFORMS

27.01 All full-time Police Officers shall be entitled to a uniform allowance irrespective of the type of assignment they are scheduled.

27.02 A full-time Police Officer shall be entitled to an "initial allowance" of One Thousand dollars ($1,000.00) payable within thirty (30) days of their being sworn in. If such employee does not successfully complete his probation he shall reimburse the City within thirty (30) days.

27.03 Each full-time Police Officer who has received an "initial allowance" shall be entitled to a "subsequent uniform allowance" annually subject to the following terms and conditions:

A. That such "subsequent uniform allowance" period shall be computed from January 1st to December 31st of each year.

B. Moneys shall be paid in full the last pay in November. The rate of $1,000 shall be paid with deductions for applicable taxes.

27.04 The City shall provide body armor up to Threat Level 3A as an officer's present body armor reaches an age of 5 years. Officers shall be eligible every 5 years for replacement of this armor.

27.05 The City will replace or repair any lost or damaged uniforms or equipment, provided the loss or damage is not a result of the members' intentional abuse or gross negligence. The City will not replace or repair equipment that is normally issued/assigned, but which the member has individually purchased.

ARTICLE 28

PATROL OFFICER AS SHIFT SUPERVISOR

28.01 A member of the bargaining unit who is required to assume the position of Senior Officer in charge of a shift shall be paid at a rate equal to that of Top Rate 5 Year Sergeant; only upon the following conditions and in the following circumstances, to wit:

A. That there is no supervisory personnel (Patrol Sergeant) on duty during that period of time.

B. That in the event such member of the bargaining unit does so act for the length of time, they shall be paid at a rate equal to that of a starting Sergeant's rate during the entire period they so acted.

C. The most senior Patrol Officer on the shift shall act as O.I.C. (Officer In Charge), unless said Patrol Officer is deemed by the Police Chief as not being

eligible for such responsibility due to documented cause. If the cause for an officer to have been denied O.I.C. is related to training, then said officer shall be given the required training at the first available opportunity. During this period the next most senior Patrol Officer shall serve as O.I.C. in the absence of the Sergeant.

D. No Patrol Officer, during their probationary period, as defined in section 38.05, should act as O.I.C.

28.02 If it is deemed by the Police Chief that the Officer-In-Charge did not sufficiently perform the supervisory duties required during his/her term as Officer-In-Charge (i.e., such as properly scrutinizing and approving/correcting junior patrol officers' reports), then they shall forfeit their O.I.C. pay and their further service as an O.I.C. in the future will be subject to review by the Police Chief.

ARTICLE 29

TRAVEL EXPENSE

29.01 A travel or related expense may be the subject of reimbursement only if such event is recommended by the Police Chief and approved by the Mayor in advance of incurring such expenses.

29.02 Such travel reimbursement may be given only for official City business requiring the use of non-City owned transportation and shall be reimbursed at the IRS allowable per subject to the following:

A. No advance will be granted for sums under $25.00.

B. In addition, sums will be paid for road or bridge toll charges.

29.03 No travel related expense other than that provided in Section 30.02 herein shall be paid unless such travel requires overnight stay by virtue of such duties performed or distance traveled.

29.04 If a member of the bargaining unit is entitled to travel-related expenses other than mileage, as provided in Section 30.03, such expenses shall be those that are solely related to the F.O.P. member and shall include all conditions and restrictions hereinafter imposed:

A. No advance will be granted for amounts under twenty-five dollars ($25.00).

B. An advance payment shall be made upon written request and advance payment will not be made for more than seventy-five percent (75%) of the estimated expenses.

C. Reimbursement of parking fees will be made upon presentation of receipts when travel is by City car or private car eligible for mileage reimbursement.

D. Reimbursement for lodging shall be only on the basis of single occupancy; unless more than one employee is on official City business, in which case double occupancy rates will be paid.

The cost of meals shall not exceed the following allowance:

Breakfast	- $ 8
Lunch	-$ 10
Dinner	-$ 17

This section for meal expenses shall only apply for those individuals that travel outside Summit County (except Richfield) or Portage County for business. Within Summit County and Portage County the employee is responsible for meal expenses.

E. No reimbursement shall be made for any charges for liquor or similar beverages.

F. The Director of Finance may allow other miscellaneous expenses if he deems such expenses to be incurred for the benefit of the City.

G. No reimbursement of any nature shall be made unless receipts therefore are presented to the Director of Finance, and if questioned by the Director of Finance, fully explained to the satisfaction of the Director of Finance.

29.05 For the purpose of fairness in scheduling personnel to in-service training, we shall view any scheduled training within a driving range of sixty (60) miles of the Tallmadge Circle to be considered as any training conducted within the limits of the City of Tallmadge. Therefore, no consideration shall be given towards driving to arrive at the training site. If, however, the training site is located beyond the sixty (60) miles from Tallmadge Circle, the time distance ratio shall be one (1) hour for every sixty (60) miles from Tallmadge Circle. For example, if the training site was one hundred eighty (180) miles from the circle, we would allow time off the job equivalent up to three (3) hours travel time. This could either be granted on the front end or the back end of their schedule. No overtime shall be paid. For the purposes of this section "Google Maps" shall be utilized to calculate distance.

ARTICLE 30

DAMAGED PERSONAL PROPERTY

30.01 Any items of personal property, including but not limited to watches, eyeglasses, contact lenses, or dentures, which are lost in the fresh pursuit or apprehension of a suspect, stolen or damaged in the performance of official duties, shall be reimbursed to the affected member of the bargaining unit at their current replacement cost, not to exceed one hundred twenty-five dollars ($125.00) per incident. There shall be no requirement that an employee receive an injury to his person in order to qualify under this section.

ARTICLE 31

INTERNAL INVESTIGATION PROCEDURES

31.01 CITIZEN COMPLAINTS: Any citizen alleging a wrongdoing on the part of a member of the bargaining unit will be asked to sign a complaint form. When any anonymous or otherwise unsigned complaint is made against a bargaining unit member and there is no corroborative evidence, the bargaining unit member shall not be required to submit a written report. Otherwise, the member shall submit a written report responding to the complaint.

31.02 QUESTIONING:

A. A bargaining unit member who is questioned as a suspect in an internal investigation ordered by the Chief of Police or his designee, whether relating to a citizen complaint ~~or not~~, shall be advised of the nature of the internal investigation prior to such questioning. The member shall be administered a Garrity warning (see appendix A).

B. Questioning or interviewing of a bargaining unit member in the course of an internal investigation will be conducted at hours reasonable related to a shift unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities.

C. Should said questioning and interviewing be conducted during hours other than the Officer's regularly scheduled shift, the Officer shall receive overtime pay or compensatory time at the appropriate rate, with a four (4) hour minimum.

D. The principles of progressive disciplinary action will be followed with respect to offense, at the discretion of the Administration. The progression will at least include a documented oral reprimand, or written reprimand, and a suspension for the same or related offense, prior to a dismissal.

E. Interrogations conducted in the course of an internal investigation shall be recorded. The bargaining unit member or members under investigation will be afforded the opportunity to listen to and make personal notes regarding such tape. A copy of the tape or transcript, if such is made, will be provided to the member, if he so requests.

F. When a bargaining unit member is called into an investigative meeting in order to make a tape recorded statement about an event which may lead to disciplinary action being taken against him, he shall be provided a union representative should he so request. If the employee makes such a request, the Employer shall either grant the request or complete its investigation without the benefit of the interview. The parties agree that a conference or meeting held for the purpose of routine training, coaching or supervision is not an investigatory interview. The parties further agree that a meeting held solely for the purpose of the Employer imposing an already determined disciplinary action upon an employee is not an investigatory interview.

G. Should a member request an opportunity to review written documents that he has previously submitted or any documents that he has in his possession at the time of the investigation and pertaining thereto, he shall be afforded a reasonable time to review said documents.

H. A bargaining unit member, serving as a representative in an investigative meeting, shall be released from his normal duty hours, upon the approval of his superiors, without loss of pay or benefits. It is understood such time shall not be unreasonably withheld.

31.03 POLYGRAPH: No officer shall be ordered to submit to a polygraph test for any

reason.

31.04 The City may not require an employee to submit to psychological testing except upon a showing of probable cause, and may engage in random drug or alcohol testing and pre-employment testing except by "rebuttable presumption law".

A. Any testing shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. All drug testing shall include gas chromatography/mass spectrophotometry. Under no circumstances may the results of drug screening or testing be released to a third party for the use in a criminal prosecution against the affected employee.

B. An employee refusing to undergo the required testing shall be subject to disciplinary action including discharge.

C. Any discipline which shall result from a positive test shall be processed through the disciplinary procedure in this contract and shall include a first abuse offense rehabilitation program paid for by the Employer and as specified in the city EAP program.

D. When completion of such program and a retest that demonstrates the employee is no longer illegally using a controlled substance or alcohol, the employee shall be returned to his position.

E. If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete program of rehabilitation, or if he tests positive at any time after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action including removal from office. Except as otherwise provided herein, costs of all tests and confirmatory tests shall be borne by the City.

The drug testing policy

F. For the purpose of implementing the provisions of this article, each bargaining unit member shall execute medical releases in order for the City to obtain the results of the examinations/drug-screen testing provided for in this Article and the city Random Drug Testing Procedures per the City of Tallmadge Drug Free Workplace Policy. Except as otherwise provided by state or federal law with regard to communicable diseases, or with the permission of the employee, the releases referred to in this section shall authorize only the release of examination results and progress reports pertaining to the drug-screening test results. No other medical finding may be released without the express written permission of the employee.

G. The drug testing policy shall be designed to comply with the level 2 drug free

workplace plan established by the Bureau of Workers Compensation (BWC). The drug and alcohol testing provisions may be subject to reopening if the BWC requires different standards for a Level 2 drug free workplace plan. If the reopening results in impasse, the dispute resolution procedures contained in the Ohio Revised Code 4117 shall be used to resolve the dispute. The City shall not attempt to introduce changes to non-drug testing contract provisions as part of any re-opener.

CUT OFF LEVELS FOR POSITIVE DRUG TESTING RESULT

SUBSTANCE	INITIAL SCREEN LEVEL		CONFIRMATION LEVEL	
Amphetamines	1000	ng/ml	500	ng/ml
Barbiturates	300	ng/ml	200	ng/ml
Benzodiazepines (valium, tranquilizers)	300	ng/ml	200	ng/ml
Cocaine	300	ng/ml	150	ng/ml
Marijuana (THC)	50	ng/ml	15	ng/ml
Methadone (Quaaludes)	300	ng/ml	200	ng/ml
Opiates	2000	ng/ml	2000	ng/ml
Phencyclidine (PCP, angel dust)	25	ng/ml	25	ng/ml
Propoxyphene	300	ng/ml	200	ng/ml

31.05 In situations which involve an investigation of complaints or suspected violation in which an attorney of the City is a participant, the member shall have the right to have an attorney of his choosing accompany him in such proceedings.

31.06 Before a member may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, he shall be advised that such conduct, if continued, may be the basis for such charge.

A. A bargaining unit member being investigated for criminal activity shall be advised of his constitutional rights as provided by law and shall be afforded those rights, if he chooses to exercise them.

B. It is understood that no officer will be charged with insubordination once he/she is advised of his or her constitutional rights and the refusal to answer questions is based on the exercise of such rights.

C. If a bargaining unit member is required to submit a written report, he shall be advised of the reason for such report, and the officer shall be required to submit a detailed statement.

D. Once a bargaining unit member has made his initial written reply which results in a question of potential criminal activity, the officer shall not be deprived of his constitutional rights to remain silent and/or disciplined in the exercise of those rights.

31.07 Evidence obtained in the course of an internal investigation through the use of Administrative pressure, threats, coercion, or promises shall not be admissible in any subsequent criminal action or hearing.

A. Any lawful order shall not be construed as Administrative pressure, threats, coercion, or promises.

31.08 In the event that disciplinary action is taken against a member, the member shall have the right to request the presence of a Union representative when such action is taken. The Union will be informed of all disciplinary actions and shall have the right to be present at the administration of any disciplinary action.

31.09 Complaints against a bargaining unit member, anonymous or otherwise, when determined to be unfounded by the Chief or his designee, shall not be included in the personnel file of the Officer and may not be used in any subsequent disciplinary procedure or for purposes of promotional opportunities.

A. All oral and written reprimands against a bargaining unit member which are over one (1) year old shall not be used or held against a bargaining unit member in future disciplinary proceedings or promotional considerations, with the exception of those reprimands which pertain to like offenses, which in this case will have a two (2) year limitation.

31.10 In disciplinary cases involving suspensions for a definite period, the effective date shall be on the eleventh day following the date of service. An appeal shall act as a stay until such time as a decision is rendered.

31.11 If any of these procedures are alleged to be violated, such allegations shall be subject to the Grievance Procedure.

ARTICLE 32

CORRECTIVE ACTION AND RECORDS

32.01 DISCIPLINE FOR CAUSE: No bargaining unit member shall be reduced in pay or position, suspended, or removed or reprimanded except for just cause.

32.02 PRE-DEPRIVATION CONFERENCES:

A. Before discharging an employee who has completed the probationary period, or imposing a disciplinary suspension upon such an employee, the Employer shall provide notice of the impending discharge or suspension, the charges that support such action, and an opportunity to attend a conference to offer a response to the charges. If the Employer determines that it is in its best interests to do so, it may place members on paid administrative leave pending completion of the conference.

B. A bargaining unit member who is charged, or his or her representative, may make a written request for a continuance of the conference described above. Such request will be granted where practical. The length of such continuance shall be mutually agreed upon.
C. The Administration will make all good faith efforts to notify the affected bargaining unit member of any charges or of any decision reached as a result of a pre-deprivation conference prior to any public statement.
D. A bargaining unit member who is charged (and his representative, when one is involved), shall be provided access to transcripts, records, tapes or written statements, and videotapes. Such access shall be reasonably provided in advance of any conference.

32.03 PROGRESSIVE ACTION: The principles of progressive disciplinary action will be followed with respect to offense, at the discretion of the Administration. The progression, when used, will at least include a documented oral reprimand, or written reprimand, and a suspension for the same or related offense, prior to a dismissal.

32.04 DURATION OF RECORDS: All actions, except documented oral reprimands (written reprimands, suspensions or dismissal) will be maintained in each bargaining unit member's personnel file throughout their period of employment, with the exception that any record of written reprimands will be removed from their file and placed in an inactive personnel record file, upon the written request of the member, one (1) year after such reprimand was given if no further disciplinary action has occurred. In any case in which a written reprimand, suspension or dismissal is disaffirmed through the grievance procedures or by a court of competent jurisdiction, the personnel record shall clearly indicate such disaffirmance. In addition, unsubstantiated or unproved allegations or complaints of misconduct made against a member of the bargaining unit and appearing in the department files shall not be considered in future disciplinary action or promotional considerations, and shall not be shared outside the department unless required by law.

32.05 DISCLOSURE OF RECORDS; RIGHTS OF EMPLOYEES: In the event that any personnel records of any bargaining unit member due to be reviewed by, or disclosed to anyone not affiliated with the Administration, that bargaining unit member shall be given the opportunity to be present during any such review and/or disclosure.

ARTICLE 33

PRESS RELEASE

33.01 If any member of the Labor Council bargaining unit is charged with or under investigation for violations of the Tallmadge Police Department Professional Standards, reasonable effort, consistent with applicable law, shall be made to withhold the name of such Officer(s) and extent of disciplinary action taken until such time as the Officer(s) has been served with charges or exonerated.

ARTICLE 34

POSTING OF MATERIAL

34.01 The City agrees to provide a bulletin board in the area of the Squad Room in the Safety Building for the exclusive use of the F.O.P. for purpose of posting related material thereon.

34.02 The City agrees to maintain all Police Department Professional Standards in the department's computer system and make them accessible to all union members 24/7. A hard copy of all additions, corrections and amendments shall be furnished to the Union Associate.

34.03 Notices or posting shall not contain anything of a political or controversial nature, or reflecting upon the City or any of its employees or officers. Copies of all material to be posted shall be provided to the Employer and the F.O.P. President at the time of posting.

ARTICLE 35

VACANCIES OF ASSIGNED POSITIONS

35.01 When a job vacancy or vacancies occurs within the bargaining unit, and the Employer intends to fill such vacancy, the Employer will post an announcement of such vacancy or vacancies on all Union bulletin boards. Said posting shall remain posted for a period of five (5) working days. The announcement shall contain the job title of the vacancy, a brief job-description and the rate of pay.

35.02 Any employee wishing to apply for the posted vacancy must submit his application in writing to the Department head where the vacancy exists by the end of the posting period in order to be considered for the position.

35.03 If more than one qualified employee applies for a vacancy, the vacancy shall be awarded to the employee who has the highest degree of qualifications, skill, experience and ability. If the two (2) or more qualified applicants are substantially equal, seniority shall govern. Upon written request of any employee who was not awarded such vacancy, that employee shall be informed in writing of the reason he was not selected.

ARTICLE 36

PROMOTIONS

36.01 THE PROMOTIONAL PROCESS: The promotional process will be contracted for and overseen by the Civil Service Commission. An applicant must have a passing score on the written examination to proceed to the assessment process. The applicant must have a passing score on the assessment to be considered as an eligible candidate. The Civil Service Commission shall compile the aggregate scores and shall forward to the Chief of Police an eligibility list of the person(s) with the three (3) highest scores. In case there are two (2) or more promotions to be made, there will be five (5) persons certified as eligible. In case of a tie on an eligible list, the average of the last three (3)

years' performance appraisal scores will be added. This section only applies to promotions within the Police Department below the level of the Captain.

36.02 WRITTEN EXAMINATION: The promotional process will consist of a written examination, which shall be certified for validity and reliability by the individual or entity from which the test is acquired.

36.03 THE ASSESSMENT PROCESS: The assessment process is a comprehensive, standardized program in which participants are systematically observed over one or two days and evaluated for promotional purposes. The Tallmadge Civil Service Commission will identify an Assessment process that is subject to review by the Chief of Police. To be selected as an Assessment Process, the following criteria must be met:

A. Measures dimensions, attributes, characteristics, qualities, skills, abilities or knowledge specified in a written job analysis.
B. Uses multiple assessors who are thoroughly trained prior to participating in a center.
C. Uses techniques designed to provide information that is used in evaluating the dimensions, attributes, or qualities previously determined.
D. Uses multiple assessment techniques, one of which is a simulation.
E. Uses simulation exercises that have been tested prior to use to insure that the techniques provide reliable, objective and relevant information and that the exercises are job related.
F. Bases judgments resulting in an outcome on pooled information from assessors and techniques.
G. Bases overall evaluation of behavior made by assessors at a separate time from observation of behavior during the exercises.
H. Announces the dimensions to be evaluated in a written directive.
I. Uses a form or forms to record and document the observations of assessors at each stage of the process.
J. Provides the participants with results that include information about each candidate's performance.

36.04 SENIORITY POINTS: The Seniority Points component shall consist of additional raw score bonus points to be added to the Written Examination component points and to the Assessment Process component points. The formula for computing seniority points is as follows:

A. Each full year of the first four years of service = one (1) point.
B. Each full year of the next ten years of service = six tenths (6/10) of one seniority point.
C. Seniority points are earned only, in the service of the Tallmadge Police Department. The last service anniversary date prior to the date of the written examination will provide the basis for seniority points. Service to the TPD at that time will be converted to seniority points, according to the point schedule set forth below. All candidates must pass both the written test and the assessment phase to receive the seniority points.

Years of Service	Seniority Points
1	1.0
2	2.0
3	3.0

4	4.0
5	4.6
6	5.2
7	5.8
8	6.4
9	7.0
10	7.6
11	8.2
12	8.8
13	9.4
14	10.0

36.05 SCORING THE PROMOTIONAL PROCESS: The Written Examination component and the Assessment Process component shall be adjusted so as to be weighted equally. The aggregate raw score shall consist of the adjusted raw scores from the Written Examination component and the Assessment Process component plus the Seniority Bonus points component. If there is a tie in the final score after the Seniority Bonus points are added the average of the candidates' performance appraisal scores for the last two years shall be added to the aggregate raw score.

36.06 The effective date of the filling of the vacancy shall be as soon as possible, but no later than ninety (90) working days after the selection has been made.

36.07 An employee who is awarded a new job title shall be required to satisfactorily complete a one (1) year probationary period. He will be considered qualified on the new job when he satisfactorily performs the required duties with no more supervision than is required of other employees on the same or similar jobs and when his record as to quality and quantity of work meets the standards applicable to the job. If, prior to the end of the probationary period, it is determined that the employee cannot satisfactorily perform the new job he will be returned to his previously held position at his prior rate of pay.

36.08 No employee shall be eligible for a vacancy under these provisions who has not satisfactorily completed the required probationary period for his existing position.

ARTICLE 37

SENIORITY RIGHTS

37.01 Seniority shall be defined as an employee's uninterrupted length of continuous full-time employment as a sworn police officer in the City of Tallmadge. For issues involving seniority between Sergeants and Lieutenants only, seniority shall be governed by time-in-grade. A probationary employee shall have no seniority until he satisfactorily completes the probationary period when, at that time, said probationary period shall be added to such employee's total length of continuous employment.

37.02 An employee's seniority shall be terminated when one (1) or more of the following occur:

A. He resigns;

B. He is discharged for just cause;
C. He is laid off for a period exceeding thirty-six (36) months;
D. He retires (time in service and age, or disability);
E. He becomes unable to perform his job duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable to him;
F. He refuses to recall or fails to report to work within ten (10) work days from the date the Employer sends the employee a recall notice.

37.03 If prior to January 1, 1995 two (2) or more employees are hired on the same date, the most senior shall be determined by lowest social security number. If on and after January 1, 1995, two (2) or more employees are hired on the same date, the most senior shall be determined by higher/highest test scores.

37.04 Seniority shall be brought up to date by the City as of the signing of the Agreement, and each January 1st thereafter, showing the employee's name, title, pay range/step, rate of pay, date of hire, department working in, in order of seniority, posted, and a copy forwarded to the President of the F.O.P. by January 15th of each year and as soon as possible after the signing of this Agreement. Any objection to the seniority list as posted must be reported to the Employer within ten (10) days from the date posted or it shall stand as accepted.

37.05 The probationary period for all newly hired employees shall be one (1) year, provided that at the time of hire they possess a valid OPOTC police officer certification. New hires that do not possess a valid OPOTC police officer certification shall serve an eighteen (18) month probationary period. Seniority shall start from date of hire.

37.06 The Employer shall have the sole discretion to discipline or discharge probationary employees.

37.07 In all matters wherein the Employer shall give consideration and evaluate two (2) or more employees within a particular classification on a comparative basis, such as, but not limited to: shift selection, job vacancies, vacation selection, said selection shall be awarded on the basis of seniority should all other factors in the evaluation process be considered equal.

ARTICLE 38

PHYSICAL FITNESS TESTING

38.01 All members of the Collective Bargaining Unit will have an opportunity to voluntarily take a physical fitness test no more than twice per calendar year at approximately six (6) month intervals. Members of the bargaining unit that pass the below standards will be eligible for four (4) hours of overtime pay no more than twice annually. Members who pass the physical fitness standards below will also be awarded the Tallmadge Police Physical Fitness Award Ribbon to wear upon their uniforms in a manner prescribed by department policy. Members must pass all events to be eligible for overtime pay and to be awarded the Fitness Ribbon.

<u>Physical Fitness Test Standards</u>

1) 1.5 mile run in less than 14 minutes and 46 seconds.

2) Minimum 21 push-ups within 1 minute.
3) Minimum 29 sit-ups within 1 minute.

ARTICLE 39

ADDITIONAL RETIREMENT BENEFITS

39.01 Police Officers who retire either through a service retirement or a disability retirement will be given their service weapon and their badge. Any employee whose retirement is due to a diagnosed mental condition shall not be provided their service weapon but shall be provided their badge.

39.02 Police Officers retiring from the City of Tallmadge on or after January 1, 1996, through either service or disability, upon written request to the Chief of Police, shall be entitled to receive their service weapon, if that weapon is not in service. If that weapon has been assigned to another officer, an identical or similar weapon shall be provided.

39.03 Police Officers retiring from the City of Tallmadge on or after January 1, 2007, through either service or disability, upon written request to the Chief of Police, shall also be entitled to receive their badge, if that badge has not been assigned to another officer.

39.04 The rules governing how the service weapon will be provided to the retiree at retirement is entirely at the discretion of the City Law Director per City Policy. Such rules may include having the retiree purchase their weapon for $1.00 in order to transfer ownership or to sign a liability waiver as provided for by the Law Director.

ARTICLE 40

LAYOFF AND RECALL

40.01 When, because of lack of work, lack of funds, or consolidation or abolishment of functions, the Employer determines it necessary to reduce the size of its work force, such reduction shall be made in accordance with the provisions set forth.

40.02 Employees within the affected job titles/classifications shall be laid off according to their departmental seniority with the least senior being laid off first, providing that all students, temporary, part-time, seasonal, probationary and provisional employees within the affected job titles/classifications, within the affected department are laid off first in the above respective order.

40.03 Employee(s) who are laid off from one (1) job title/classification may displace (bump) another employee(s) with lesser seniority in an equal or lower rated job title/classification within the Department.

40.04 Employee(s) who are displaced (bumped) by a more senior employee, shall be able to displace (bump) another employee with lesser seniority in an equal or lower rated job title/classification pursuant to the provisions of Section 39.03 above.

40.05 At the end of the displacing (bumping) process, the employee who is displaced (bumped) and is unable or chooses not to displace another employee pursuant to the above provisions shall be laid off.

40.06 Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his right to recall for thirty-six (36) months from the date of his lay off. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail, return receipt. An employee who refuses recall or does not report to work within ten (10) calendar days from the date the employee receives the recall notice, shall be considered to have resigned his position and forfeits all rights to employment with the Employer.

40.07 Employees scheduled for lay-off shall be given a minimum of seven (7) days advance notice of lay-off.

ARTICLE 41

CANINE PROGRAM

41.01 The union recognizes that the establishment of the canine program is a management right and that CITY has the right to establish such a program and to abolish the canine program at the city's discretion. Such management right is not subject to the grievance nor the arbitration process of this agreement.

41.02 The city and the union agree to the following provisions at any time that a canine program is established by the city.

1. The K-9 Officer and the dog shall comprise a special purpose/patrol related canine unit as defined in the Ohio Administrative Code (109:2-7). The K-9 Officer agrees to maintain the necessary certification of the canine unit as required by the Ohio Administrative Code (109: 2-7).
2. The Chief of Police will determine who is assigned to the K-9 position. The officer selected serves at the discretion of the Chief of Police, and can be removed for a below standard performance evaluation. The K-9 Officer position has a one year probationary period.
3. The K-9 Officer shall work 40 hours per week. The K-9 Officer will be provided 5 hours of duty pay (paid at the overtime rate, comp time is not an option) per payroll period as compensation for care and maintenance of the dog. Nothing herein shall be construed as altering Article 18 Hours of Work as defined in the collective bargaining agreement.
4. The CITY may direct the K-9 Officer to adjust the time spent for routine veterinary care. The City shall compensate the K-9 Officer with overtime pay when accompanying the dog for veterinary care if such care is an emergency and occurs during the K-9 Officer's non-working hours. Routine travel time transporting the dog to and from the officer's residence to their regular scheduled shift or training shall not be compensable. Nothing herein shall be construed as altering Article 30 Travel Expense as defined in this collective bargaining agreement.
5. The K-9 Officer's training days (and frequency) will be assigned at the discretion of the Chief of Police. The K-9 Officer will attend 40 hours or one week of refresher training per year, which is necessary to maintain certification as required by the Ohio Administrative Code. Said time will be in lieu of the K-9 Officer's regular scheduled shift. The K-9 Officer will not perform any additional training nor shall the City compensate the

K-9 Officer for any additional training unless first approved by the Chief of Police.

6. The K-9 Officer waives selection of shift and days off and further agrees that assignment of hours and days off are at the discretion of the Chief of Police and are flexible to meet the needs of any training function, routine veterinary visits, extra care or special assignment without overtime unless first approved by the Chief of Police. Whenever possible, the K-9 Officer shall be granted Sunday and Monday as their days off. The K-9 Officer's schedule shall be make known by no later than the 20th of the previous month.
7. The City shall prove the K-9 Officer with a police department vehicle designated to transport the dog for official purposes. The City shall provide the K-9 Officer with all animal related necessities including equipment, food, veterinary care and medication.
8. The dog is the property of the City of Tallmadge. The handler shall not alter or breed the dog without permission of the Chief of Police.
9. All other terms and provisions of the collective bargaining agreement between the City and the FOP shall remain in full force and effect.
10. At the retirement or dismissal of the K-9, the dog will be offered to the K-9 Officer first for one dollar ($1.00)
11. The K-9 Handler will receive a one-time initial stipend of $300.00 for K-9 uniforms.

ARTICLE 42

BIKE PATROL UNIT

42.01 The union recognizes that the establishment of a bike patrol unit is a management right and that CITY has the right to establish such a program and to abolish the bike patrol program at the city's discretion. Such management right is not subject to the grievance nor the arbitration process of this agreement.

42.02 The city and the union agree to the following provisions at any time that a bike patrol program is established by the city.

1. The Chief of Police will determine who is assigned to the Bike Patrol Unit. The officers selected to the Bike Patrol Unit serve at the discretion of the Chief of Police, and can be removed for unsatisfactory performance.
2. The City will provide the Bike Patrol Officers with a police department bicycle designated for official use. The bicycle and related equipment will remain the property of the City of Tallmadge.
3. The City will pay for the initial uniform equipment necessary for each officer selected for the Bike Patrol Unit to function as a Bike Patrol Officer. These items will include the following:
    a) Padded underwear (2) pairs
    b) Bike patrol jacket (1)
    c) White polo shirt (1)
    d) Navy polo shirt (1)
    e) Zip-off pants (1)

f) Cycling gloves (1 pair)
g) Belt keepers (4 pack)
h) Duty belt (1)
i) Helmet (1)
j) Patches, embroidered badges, police insignia, and sewing costs necessary to attach to uniform items

The City will pay for these initial items, thereafter the cost associated with uniform maintenance, uniform changes, and replacement of worn items will be the responsibility of the Bike Patrol Officer.

ARTICLE 43

CONFORMITY TO LAW

43.01 Should any provisions of the Agreement be invalid by operation of law or be declared invalid by any tribunal of competent jurisdiction or found to be in conflict with the State and/or Federal laws, all other provisions of the Agreement shall remain in full force and effect.

43.02 Should any provision or provisions of the Agreement be invalidated as outlined above, upon written request of either party, the parties shall meet within thirty (30) days to discuss the impact and to consider modification of the invalidated provision or provisions.

43.03 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

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

ARTICLE 44

TOTAL AGREEMENT

44.01 This Agreement represents the entire agreement between the Employer and the F.O.P. however; the Employer agrees that there will not be an elimination or modification of any previous benefit, privileges or practices of the Police Department without prior negotiations and a written agreement between the parties.

ARTICLE 45

HEADINGS

45.01 It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section, nor effect any interpretation of any article or section.

ARTICLE 46

GRIEVANCE AND ARBITRATION PROCEDURE

46.01 A grievance is a complaint, dispute or other controversy in which it is claimed that either party has failed in an obligation under this Agreement and which involved the meaning, interpretation or application of this Agreement.

46.02 Both parties agree that all grievances should be dealt with promptly and every effort should be made to settle grievances as close to the source as possible.

46.03 Should the Administration fail to comply with the time limits herein, the Lodge may appeal immediately to the next step. Should the Lodge fail to comply with the time limits herein, the grievance shall be considered abandoned. All time limits may be extended by mutual consent.

46.04 The following procedures shall be utilized when a grievance is initiated by any member of the bargaining unit, or the Lodge.

A. STEP 1: A grievance must be presented orally or in writing, at the choice of the aggrieved, to the Captain or in his absence, the Chief or his designee, within five (5) working days of the occurrence or within five **working** (5) days after it has become known to the employee. The Captain or the Chief or his designee shall have five **working** (5) days following such presentation to submit an oral response. The employee shall be accompanied by a Lodge representative, if so requested.

B. STEP 2: If the grievance is not settled at the first step, the Lodge or the aggrieved will reduce the grievance to writing. The written grievance must be presented to the Chief or his designee within five (5) working days after receipt of the Step 1 answer

C. STEP 3: If the grievance is not settled at Step 2, the Lodge or aggrieved may appeal in writing to the Director of Public Safety or his designee. Such appeal must be submitted within seven (7) working days after receipt of the Step 2 reply. The Director of Public Safety or his designated representative shall meet within thirty (30) **working** days with the Lodge or aggrieved to attempt to resolve the grievance. The Director of Public Safety shall reply in writing within ten (10) working days following such meeting.

D. STEP 4: If the grievance is not resolved at Step 3, either party may, within thirty (30)-**working** days after the decision of the Director of Public Safety, certify in writing to the other party its intent to submit the grievance for arbitration.

E. STEP 5: A member of the bargaining unit and his grievance representative shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the grievance procedure with prior approval of their respective

supervisors. Such approval shall not be unreasonably withheld, and the withholding of such approval shall result in an automatic equivalent extension of time limits within which a grievant must appeal their grievance or have it heard. The Union Related Activities Voucher will be filled out and turned in as stipulated in Article 9, Section 9.05.

F. The term Lodge in this Article shall mean a grievance filed by more than one Bargaining Unit Member.

ARBITRATION

46.05 SELECTION: The parties shall have five (5) working days to select an arbitrator by mutual agreement. If such agreement is not reached, a joint request shall be made to the federal mediation and conciliation service to submit a panel of five (5) arbitrators to both parties. The parties shall meet within five (5) working days of receipt of said list for the purpose of selecting the arbitrator by alternately striking names from the list until one (1) name remains. The last remaining name shall be the arbitrator.

46.06 HEARING TIME: The arbitrator shall schedule a hearing within thirty (30) days at a time and place convenient to the parties.

46.07 JURISDICTION: The arbitrator shall be expressly limited to the meaning, intent, or application of the provisions of this Agreement. He shall have no power to add to, detract from, or alter in any way the provisions of this Agreement.

46.08 BINDING BOTH PARTIES: The decision of the arbitrator shall be in writing and binding on both parties.

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

46.10 Working days shall be defined as days that the Tallmadge City Hall is normally opened to the public.

ARTICLE 47

EDUCATIONAL BENEFITS

47.01 The purpose of this educational reimbursement program is to provide incentive to such employees to pursue educational courses to increase their skills and supplement their knowledge so that their job performance and productivity is enhanced directly or indirectly related to their position or promotional opportunities with the Employer.

47.02 USE OF EDUCATIONAL REIMBURSEMENT

A. The reimbursement program shall be 100% of the tuition and registration cost to the employee upon successful completion of the College, University or other educational courses which are considered applicable and beneficial to the City in the performance of the employee's assigned duties or promotional opportunities. Successful completion shall mean attaining a grade of "2.0" or better.

B. Employee's who participate in the program must make application and receive advance written approval, which shall not be unreasonably denied, of the

administration. All courses required for a degree in law enforcement field shall be reimbursable. The application should explain the scope of the course(s) and how it will be applicable and beneficial to the City.

C. The maximum annual reimbursement shall not exceed $4,000.00 per employee.

D. Any employee who elects to terminate their employment with the City, may be required to refund up to one half (1/2) of all of the payments made under this program during their last twenty-four (24) months of employment. The City will waive repayment for any retiree.

ARTICLE 48

LIGHT DUTY

48.01 Any police officer that, because of accident, injury, or other incapacity, cannot perform the normal functions required of their position may be assigned "light duty" for up to a maximum of six (6) months. If more than one (1)-officer requests light duty, then only at the sole discretion of the Chief of Police shall the number and duration of any light duty assignments be determined. Any officer requesting light duty shall provide the City with the statement of attending physician indicating prognosis for return to full duty status.

ARTICLE 49

DURATION

49.01 This Agreement shall be in effect as of January 1,2016 and shall remain in full force and effect until 11:59 p.m., **December 31,** 2018.

49.02 If either party desires to modify or amend this Agreement, all procedures set forth in O.R.C. 4117 shall govern.

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

ARTICLE 50

EXECUTION

50.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 19th day of February, **2016.**

FOR LOCAL FOP/OLC:

FOR THE EMPLOYER:

APPENDIX A

PRE-INTERVIEW GARRITY STATEMENT

I, _____ am giving the following statement by reason of an order from a superior officer, advising me that refusal to obey could result in disciplinary action. In view of possible job forfeiture, I have no alternative but to abide by this order. However, it is my belief and understanding that the Division of Police requires this statement solely and exclusively for internal administrative purposes; that it will be held as confidential and not released to any other agency without my approval unless mandated to do so by competent authority, or as necessary for disciplinary proceedings and appeals of such proceedings.

_____ OFFICER

_____ FOP STAFF REPRESENTATIVE

Because this is an administrative and not a criminal investigation, **the Division of Police will not use any of the answers or information gained from the interview in any criminal proceeding against you**. Further, the Division of Police will not release this information to any other agency without your approval and will hold it as confidential, except as mandated by an appropriate and competent authority or as necessary for disciplinary proceedings and appeals of such proceedings.

_____ INVESTIGATING OFFICER

_____ RANK