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MASTER AGREEMENT

BETWEEN THE

CITY OF BRYAN

AND

THE OHIO PATROLMENS BENEVOLENT ASSOCIATION

(SERGEANTS)

January 1, 2017 to December 31, 2019

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ARTICLE 1
PREAMBLE

SECTION 1: This Agreement, entered into by and between the City of Bryan, hereinafter referred to as the “Employer”, and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as “OPBA” and/or “Union” is:

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

ARTICLE 2
RECOGNITION

SECTION 1: The Employer recognizes the OPBA as the sole and exclusive representative for those employees included in the bargaining unit as established by the State Employment Relations Board (SERB), case number 85-RC-08-4082. Wherever used in this Agreement, the term “Bargaining Unit” shall be deemed to include those individuals employed by the Employer as permanent, full-time, non-probationary employees in the classification of Detective and Patrol Officer.

SECTION 2: The Employer will furnish the OPBA with a list of all non-probationary employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new non-probationary employees.

SECTION 3: All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

SECTION 4: Positions excluded from the above described bargaining unit shall include, but are not limited to the Chief of Police, the Captain who, in the absence of the Chief of Police, is authorized to exercise the authority and perform the duties of the Chief of Police, and all other employees excluded from the bargaining unit as established by the State Employment Relations Board (SERB), case number 85-RC-08-4082 or by ORC 4117.

ARTICLE 3
MANAGEMENT RIGHTS

SECTION 1: The union recognizes the right and authority of the Employer to administer the business of the City of Bryan Police Department and in addition to other functions and responsibilities which are required by law, the union recognizes the employer has and will retain the full right and responsibility to direct the operations of the department, which more particularly include but are not limited to, the following:

- A. Unless otherwise modified by this Agreement, nothing shall impair the right and responsibility of the Employer to:
- (1) Determine matters of inherent managerial policy, which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
 - (2) Direct, supervise, evaluate, or hire employees;
 - (3) Maintain and improve the efficiency and effectiveness of governmental operations;
 - (4) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
 - (5) Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
 - (6) Determine the adequacy of the work force;
 - (7) Determine the overall mission of the employer as a unit of government;
 - (8) Effectively manage the work force;
 - (9) Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 4
NON-DISCRIMINATION

SECTION 1: The Employer and Union agree not to discriminate against any employee on the basis of race, religion, color, creed, national origin, age, sex or handicap, and further to fully comply with all local, state or federal laws pertaining thereto.

SECTION 2: The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the OPBA and the Employer shall not discriminate, interfere, restrain or coerce any employee because of any legal employee activity in an official capacity on behalf of the OPBA, as long as that activity does not conflict with the terms of this Agreement.

SECTION 3: The OPBA expressly agrees that membership in the OPBA is at the option of the employee and that it will not discriminate with respect to representation between members and nonmembers.

SECTION 4: All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include both male and female employees. Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular.

ARTICLE 5 DUES DEDUCTION

SECTION 1: The Employer agrees to deduct OPBA membership dues in accordance with this Article for all employees eligible for the bargaining unit upon the successful completion of their initial probationary period. For purposes of this Article, the term OPBA membership dues deductions shall include membership dues, initiation fees and/or assessments.

SECTION 2: The Employer agrees to deduct regular OPBA membership dues once each month from the pay of any employee eligible to be in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed Payroll Deduction Form (See Appendix A) must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct OPBA dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

SECTION 3: For the duration of this Agreement, the Employer agrees to remit the dues deducted from eligible bargaining unit employee's pay in accordance with this Article to the treasurer of the OPBA within thirty (30) days from the date of making such deductions.

SECTION 4: The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deductions of OPBA dues. The OPBA hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the OPBA, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the OPBA.

SECTION 5: The Employer shall be relieved from making such individual dues deduction upon an employee's: (1) Termination of employment; (2) Transfer to a job other than one covered by the bargaining unit; (3) Layoff from work; (4) An unpaid leave of absence; or (5) Revocation of the check-off authorization by the employee, if such revocation is in accordance with the terms of this Agreement.

SECTION 6: The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of OPBA dues. If an employee has no pay due on that pay date, such amount shall be deducted from the next subsequent pay, subject to the aforementioned limitation in this section.

SECTION 7: The parties agree that neither the employees nor the union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the union dues deduction would normally be made by deducting the proper amount. All amounts of dues deducted shall be listed on the employee's payroll receipt.

SECTION 8: The rate at which dues are to be deducted shall be certified in writing to the payroll clerk by the OPBA. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

SECTION 9: Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

ARTICLE 6 **GRIEVANCE PROCEDURE**

SECTION 1: Every employee shall have the right to present his or her grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except at Step 1, shall have the right to be represented by a person of his or her own choosing at all stages of the grievance procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

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

- A. Grievance - the term "grievance" means an allegation by a non-probationary bargaining unit employee that there has been a breach, misinterpretation, or improper application of an express and specific term or provision of this Agreement.
- B. Grievant - the term "grievant" includes any employee, group of employees within the bargaining unit or the OPBA. Where a group of the bargaining unit employees desire to file a grievance involving a situation affecting more than one (1) employee of the bargaining unit in a similar manner, one (1) employee selected by such group will process the grievance, but the grievance must be signed by each individual desiring to be included in the grievance.
- C. Party in Interest - the term "party in interest" means any employee of the Employer named in the grievance who is not the grievant.
- D. Days - the term "days" as used in this procedure means calendar days, excluding Saturdays, Sundays, or holidays as defined in this Agreement.

SECTION 3: All grievances must be processed at the proper step in the progression in order to be considered at any subsequent step. The following procedures shall apply to the administration of all grievances filed under this procedure:

- A. The written grievance shall be submitted in writing, and shall contain the following information:
- (1) A grieved employee's name and signature;
 - (2) A grieved employee's classification;
 - (3) The date grievance was first discussed and the name of supervisor with whom the grievance was discussed;
 - (4) The date the grievance was filed in writing;
 - (5) The date and time of the incident giving rise to the grievance;
 - (6) The location where the incident giving rise to the grievance occurred;
 - (7) A description of the incident giving rise to the grievance;
 - (8) Specific articles and sections of the Agreement violated; and
 - (9) The desired remedy to resolve the grievance.
- B. Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his or her representative, if any.
- C. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the OPBA, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievance and shall, in all respects, be final, said adjustments shall not create a precedent or ruling binding upon the parties in future proceedings.
- D. The grievant may choose a union representative to represent him or her at any step of the grievance procedure after Step 1.
- E. The existence of this grievance procedure shall not require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure shall automatically have waived and forfeited any remedies provided by this procedure.
- F. This procedure shall not be used for the purpose of adding to, subtracting from or altering in any way the provisions of this Agreement.

SECTION 4: It is the mutual desire of the Employer and the OPBA to provide for prompt adjustment of grievances with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the OPBA to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1: An employee who believes he or she may have a grievance shall notify his or her immediate supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee and an OPBA representative, if such representation is requested by the employee, within five (5) days of the notice of the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

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

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

SECTION 5: The time limitations provided for in this Article may be extended by mutual agreement between the Employer and the OPBA.

SECTION 6: The Employer shall provide the OPBA with a list of the Employer's designated representatives for each step of the grievance procedure.

SECTION 7: All grievance meetings and proceedings shall be conducted in private and will not be open to the public.

ARTICLE 7 ARBITRATION

SECTION 1: Upon mutual agreement of the parties, the arbitration process may be postponed to allow the grievance to be submitted to grievance mediation with the Federal Mediation and Conciliation Service (FMCS). If the parties agree to engage in grievance mediation, a joint

request shall be made to FMCS to obtain the services of a federal mediator to mediate said grievance.

SECTION 2: In the event a grievance remains unresolved after being processed through all steps of the grievance procedure unless mutually waived, the Employer and Union agree that such grievances involving interpretation or application of a specific clause of the Collective Bargaining Agreement, may, through the OPBA, be submitted to grievance arbitration. The OPBA must make written notification to the Employer for arbitration within ten (10) days of the written answer from the Employer at Step 3. Any grievance not submitted within such time period shall be deemed settled on the basis of the last answer given by the Employer. Within ten (10) days following such written notification to the employer for arbitration, the parties may meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, either party shall request a list of seven (7) arbitrators from the Federal mediation and Conciliation Service. Upon receipt of the list of seven (7) arbitrators the parties shall, within ten (10) days, meet to select the arbitrator via the alternate strike method. The party requesting the arbitration shall be the first to strike. Either party shall have the option to completely reject the list of names provided by the FMCS and request another list.

SECTION 3: All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The arbitrator shall hold the arbitration hearing promptly and issue a decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of the agreement which are in question and shall have no power or authority to add to, subtract from or in any manner alter or modify the specific terms of the agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates or otherwise infringes upon any of the terms and conditions of the agreement. The arbitrator shall have no power or authority to recommend or award any right or relief on an alleged grievance occurring at any time other than the contract period in which such alleged grievance originated or to make any recommendation or award based on an alleged grievance arising under any previous agreement, practice or policy. The arbitrator shall not establish any new or different wage rates not specifically negotiated as part of the agreement.

SECTION 4: The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. Should the arbitrator determine the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the arbitrator.

SECTION 5: The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the losing party. In the event of a "split" decision by the arbitrator, the parties shall share equally in such costs. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party. The decision of the arbitrator shall be final and binding upon the parties.

SECTION 6: Any employee whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing is conducted during the employee's normally scheduled working hours.

ARTICLE 8
REPRESENTATION

SECTION 1: The parties recognize that it may be necessary for one employee representative of the OPBA to leave a normal work assignment while acting in the capacity of representative, as permitted herein. The OPBA recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this section, the representative must obtain approval from the officer in charge of the shift. The Employer will compensate a representative at the normal rate of pay for the time spent at any meetings at which the Employer requests a representative to be present.

SECTION 2: The OPBA shall provide to the Employer an official roster of its officers and Local OPBA Representatives and shall include the following:

- (a) Name
- (b) Address
- (c) Home telephone number
- (d) Immediate supervisor
- (e) OPBA office held

SECTION 3: No employee shall be recognized by the Employer as a Union representative until the OPBA has presented the Employer with written certification of that person's selection.

SECTION 4: The investigation and writing of grievances shall be on non-duty time whenever possible. The authorized representative shall be permitted time to deliver grievances to the next step of the grievance process without loss of pay. If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing.

SECTION 5: Rules governing the activity of the union representative are as follows:

- (a) The OPBA agrees that no official of the OPBA, employee or non-employee, shall interfere with or disrupt the normal work duties of other employees. The OPBA further agrees not to conduct Union business during working hours except as specifically authorized herein.
- (b) The OPBA shall not conduct Union activities in any work areas without notification and approval of the supervisor in charge of that area.
- (c) An OPBA employee official abusing the rules of this section shall cease Union activities immediately upon the request of the Chief or his designee.

ARTICLE 9
DISCIPLINE

SECTION 1: No employee shall be reduced in pay, suspended, discharged or otherwise disciplined except for just cause.

SECTION 2: Whenever the Employer determines that an employee's conduct may warrant a suspension without pay, demotion or termination, a pre-disciplinary conference shall be scheduled providing the employee an opportunity to explain any alleged misconduct. Nothing herein shall preclude the Employer from taking disciplinary action in the absence of a pre-disciplinary conference should the employee waive the right to such a conference.

SECTION 3: An employee who is disciplined and/or otherwise subject to discipline under the provisions of Section 2 herein shall be given a written notice regarding the reason(s) for such disciplinary action and shall be afforded the right to OPBA representation if the employee so chooses. Discipline shall be applied in a corrective, progressive and uniform matter. Exceptions to progressive discipline may be made in cases of serious misconduct. Discipline shall be proportionate to the infraction/violation committed. Examples of serious misconduct may include, but are not limited to, criminal behavior, insubordination, dishonesty and immoral conduct.

SECTION 4: This Article shall not be applicable to investigations solely involving alleged criminal violations by employees. If an employee is suspected of a criminal violation, he or she shall be afforded the same constitutional rights to which any other individual is entitled. Any disciplinary action, which may arise as a result of and separate from any criminal investigation shall be subject to this Article.

SECTION 5: The Employer and the Union agree and understand that the City shall have the right to promulgate and implement reasonable work rules to include discipline procedures and policies. It is further agreed and understood that the City shall provide thirty (30) day's written notice to the Union prior to official adoption of discipline procedures and policies. During this thirty (30) day period, the Union shall be permitted to provide input to the Chief concerning the proposed policies.

ARTICLE 10 **PERSONNEL FILES**

SECTION 1: An employee may request an opportunity to review his personnel file, add memoranda to the file by clarifying any documents contained in the file, and may have a representative of the OPBA present when reviewing his file. A Union request for copies of items included in the file shall be honored. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

SECTION 2: Records of disciplinary action shall not be considered in future disciplinary matters after their removal from the employee's personnel file in accordance with the following:

- A. Records of reprimands (non-suspensions) shall be removed from the record after one (1) year from the date of such reprimand, provided there has been no intervening disciplinary action of a like or similar instance taken against the employee during said one (1) year period

- B. Records of reprimands (suspensions) shall be removed from the record, at the request of the employee, after two (2) years from the date of such reprimand, provided there has been no intervening disciplinary action of a like or similar instance taken against the employee during said two (2) year period.

ARTICLE 11
BULLETIN BOARDS

SECTION 1: The OPBA will be allowed one (1) locked bulletin board for official Union notices. The bulletin board will be located in a mutually agreed upon location for use by the OPBA. The OPBA will be the sole holders of the keys to the board. However, the Employer shall not be obligated to purchase and/or absorb the resultant cost of said bulletin board for use by the OPBA.

SECTION 2: All OPBA notices which appear on the bulletin board shall be posted during non-work time, whenever possible. OPBA notices relating to Union matters shall include, but not be specifically limited to, the following items, which may be posted without the necessity of receiving the Employer's prior approval:

- (a) Union recreational and social affairs;
- (b) Notice of meetings;
- (c) Union appointments;
- (d) Notice of Union elections;
- (e) Results of Union elections;
- (f) Non-political Union reports and decisions.

All other notices or materials not covered above must receive prior approval of the Chief or his designee. It is also understood that no other postings on the OPBA bulletin board shall be permitted at any time, which contains the following:

- (a) Personal attacks upon any other member or any other employee;
- (b) Scandalous, scurrilous, or derogatory materials of any kind;
- (c) Attacks on any employee organization, regardless of whether the organization has local membership;
- (d) Comments regarding the administration and/or a candidate for public office.

SECTION 3: No Union related materials of any kind may be posted anywhere in the Employer's facilities except on the bulletin board designated for use by the OPBA.

SECTION 4: Any posted material found in violation of Section 2 above will be removed when brought to the attention of the OPBA representative.

SECTION 5: Repeated violations of any provision(s) of this Article shall subject the OPBA to revocation of bulletin board posting privileges by the Employer.

SECTION 6: Violation of any provision of this Article shall be subject to the grievance procedure.

ARTICLE 12
LAYOFFS

SECTION 1: When the Employer determines that a long-term layoff or job abolishment is necessary, it shall notify the affected employees fifteen (15) calendar days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff lasting seventy-two (72) hours or less as soon as possible.

SECTION 2: In the event of a layoff situation, members of the bargaining unit will be laid off in accordance with their departmental seniority (last hired, first laid off).

SECTION 3: A member of the bargaining unit who is laid off shall be subject to recall from layoff for a period of two (2) years.

SECTION 4: A recall from layoff will be based upon departmental seniority (last laid off, first recalled). Notice of recall from a long-term layoff shall be sent to the employee by certified or registered mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

SECTION 5: In the case of a long-term layoff, the recalled employee shall have ten (10) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following notification to the Employer of his or her intent to return in which to report for duty, unless a different date for returning to work is otherwise mutually agreed.

SECTION 6: In the event that an employee or the Union should choose to challenge/appeal a long-term layoff or job abolishment under this Article, any such appeal or challenge shall be limited to the venue of either the grievance procedure under Article 6 of this Agreement or the appeal procedure set forth under R.C. Chapter 124. Under no circumstances may an appeal or challenge of a layoff or job abolishment occur in both venues of the grievance procedure and R.C. Chapter 124 simultaneously.

ARTICLE 13
JOB POSITION POSTING

SECTION 1: The Chief or his designee shall make the final determination as to whether a position exists and/or whether such position is to be filled.

SECTION 2: Such positions shall include, but not be limited to, the following and will be posted for a period of fourteen (14) calendar days.

- A. Detective
- B. Dog Handler
- C. Drug Officer
- D. Crime Prevention Officer
- E. Bike Patrol Officer
- F. Firearms Instructor
- G. Any newly created positions within the bargaining unit, excluding short-term assignments that consist of less than thirty (30) days, as determined by the Chief or his designee.
- H. Tactical Team Officer
- I. Field Training Officer

SECTION 3: During such posting period, bargaining unit employees wishing to apply for such position, shall do so by submitting a written application on a form provided by the Chief and such application form will be submitted to the Chief or his designee. The Chief shall not be obligated to consider any such application submitted after the expiration of the posting period.

SECTION 4: Within six (6) months of the execution of this Agreement, the parties shall utilize the labor management committee to meet and develop criteria and qualifications for each of the positions and for any newly created position as set forth in Section 2.

SECTION 5: If two (2) or more applicants for such job positions have equal qualifications, as determined by the Chief or his designee, then seniority shall govern with respect to filling the job position.

ARTICLE 14
CIVILIAN COMPLAINTS

SECTION 1: All complaints by civilians, which may involve any form of discipline of an employee, shall be in writing and signed by the complainant. The Employer will furnish a copy of the written complaint to the employee whom the complaint has been filed against when such employee is notified of the investigation by the Employer or his designee.

ARTICLE 15
NO STRIKE NO LOCKOUT

SECTION 1: The Employer and the OPBA agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the OPBA to avoid work stoppages and strikes. The Employer and the OPBA recognize that a strike would create a clear and present danger to the health and safety of the public.

SECTION 2: Neither the OPBA nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the

Employer for the duration of this Agreement. A breach of this section may be grounds for discipline. The OPBA shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this section, provided that the OPBA meets all of its obligations under this Article.

SECTION 3: The OPBA shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violations of the "no-strike" clause.

SECTION 4: In the event of a violation of the "no-strike" clause, the OPBA shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the Employer, is in violation of this Agreement, unlawful and not sanctioned or approved by the OPBA. The OPBA shall advise the employees to return to work immediately.

SECTION 5: The Employer shall not lock out any employees for the duration of this Agreement unless the behavior proscribed by this Article is actively sanctioned by the OPBA.

SECTION 6: Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other proper remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 16 PAY DAY

SECTION 1: The Employer will issue paychecks on a regular bi-weekly basis, absent extraordinary circumstances. With reasonable notice, the Employer may change the date of such payroll issuance. The Employer reserves the right to issue payroll through mandatory direct deposit after providing six (6) months written notice to the employees.

ARTICLE 17 DUTY HOURS

SECTION 1: The regular workweek for all employees of the Employer covered by this Agreement will be forty (40) hours.

SECTION 2: A regular shift for all employees of the Employer covered by this Agreement will be eight (8) or ten (10) hours of work which includes a paid break limited to one-half (1/2) hour subject to the need to respond to calls.

By mutual agreement, the scheduled work week may consist of four (4) ten-hour days instead of five (5) eight-hour days. The Chief of Police shall have final authority on all scheduling issues.

SECTION 3: Employer reserves the right to make changes in the work schedules, but agrees to give any affected employee at least five (5) calendar days notice of a change in his work schedule, unless an emergency does not permit such advance notice. In the case of an

emergency, the Employer shall provide as much advance notice as possible of the schedule change.

SECTION 4: Employees shall be ready to perform duties and start the duty assignment shift at the employees' scheduled start time.

ARTICLE 18
JURY DUTY

SECTION 1: Any employee who is called to and reports for jury duty by the United States, the State of Ohio, or a political subdivision on his or her regularly scheduled working hours shall be compensated by the Employer for full pay for such hours of jury duty notice. Any compensation received for jury duty service shall be submitted to the Employer for deposit in the appropriate fund.

SECTION 2: An employee released from jury duty prior to the end of his or her scheduled workday, shall report to work for the remaining hours. The employee is required to submit the certificate to the Employer if prepared by the Court stating the date and time the employee was released from such duty.

SECTION 3: In order to be eligible for payment, the employee must notify his or her Employer within a reasonable time after receipt of notice of selection for jury duty, and must furnish a written statement from the appropriate court official showing the date served and the amount of pay received.

ARTICLE 19
INJURY/TRAUMA LEAVE

SECTION 1: In the event an employee is incapacitated by injury while on the job and in the actual performance of his or her duties on behalf of the Employer, the employee shall receive his or her full rate of pay, not to exceed sixty (60) work days, subject to the following conditions:

In the event an employee is injured in the performance of their job duties requiring medical attention, the employee shall notify his/her supervisor and, as soon as it is reasonably possible, the employee shall report to the identified medical facility and submit to a drug and alcohol screening at Employer's expense.

The Employer shall provide an injured employee all necessary forms, materials and appropriate phone numbers pertaining to filing claims with the Ohio Bureau of Workers' Compensation. Application for such leave shall be filed with the Employer and the appropriate claim filed with the OBWC. An injured employee who is unable to work due to a work-related injury will be placed on sick leave pending the allowance of the claim by Ohio BWC. If the claim is allowed, the sick leave used up to that point will be converted to injury leave and any sick leave used will

be credited back to the employee. An employee may not receive loss wage payments from the BWC and sick/injury leave simultaneously. Any sick leave or injury leave received by an employee, who also receives BWC loss wage payments, must be reimbursed to the Employer. An employee whose claim is not allowed by the BWC or Industrial Commission will be eligible for sick leave in accordance with Article 21. The Employer will pay regular and holiday pay during the leave, and vacation and sick time will continue to accrue during such period of time. Employees will not receive TTD benefits from the BWC as long as the Employer pays the employee's usual and normal salary (BWC wage continuation).

SECTION 2: Any time an officer, while on the job and in the actual performance of his or her official duties on behalf of the Employer, is required to use deadly force resulting in the death or permanent disfigurement or disability to another person, said officer shall, if such action is deemed to be commensurate and in conjunction with departmental policy, rules and regulations, receive any necessary time off to relieve any stress which may have resulted from the use of such force. The appropriation and duration of such time off shall meet with the approval of the Chief of Police or the Chief's designee. Such time off shall be applied in the following manner:

1. First three (3) days and every other (odd numbered) day thereafter with pay.
2. Day four (4) and every other (even numbered) day thereafter credited from sick leave, vacation leave or personal days, or may be treated as disability leave, should these other alternatives be exhausted.

Such Trauma Leave, in accordance with the above schedule, shall not exceed thirty (30) days in duration. Any additional leave needed by the officer may be taken using accumulated sick leave, vacation leave or personal days, or may be treated as disability leave, should these other alternatives be exhausted.

SECTION 3: The employee shall sign a release of information which will allow the Employer to examine the medical/mental records of the employee for the injury or condition pertaining to this Article only and the employee may be required to submit to a physical/psychiatric examination by a physician/psychiatrist of the Employer's choice and expense for the purpose of determining said officer's capability to return to duty and/or to establish the validity of the employee's claim for injury/trauma leave and subsequent benefits as provided for in this article.

SECTION 4: Should there be a disagreement between the employee and the physician/psychiatrist chosen by the City as to the employee's disability under this Article, then an independent physician/psychiatrist or other person agreed to by the parties shall examine the employee and provide an opinion as to the employee's capability to return to work. The opinion of the independent physician/psychiatrist or other person agreed to by the parties shall govern the employee's eligibility for benefits under this Article. Cost of independent examinations shall be born equally by the City and the employee.

SECTION 5: If an employee is deemed ineligible for Workers' Compensation/Trauma benefits, he or she shall be deemed ineligible for any of the benefits as provided for in this Article.

ARTICLE 20
LABOR MANAGEMENT COMMITTEE

SECTION 1: In the interest of sound labor-management relations, a joint committee of four (4) members, two (2) of whom shall be from management and two (2) of whom shall be from the Union, may meet at least once every six (6) months. Additional representatives may attend by mutual agreement of the parties. The purpose of such meetings shall be to discuss subjects of mutual concern. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect, and to work toward the solution of common problems.

SECTION 2: An agenda may be furnished and/or exchanged at least seventy-two (72) hours prior to the scheduled meetings.

SECTION 3: If special labor/management meetings have been requested, and mutually agreed upon, they will be convened as soon as possible.

SECTION 4: If labor/management meetings are set during an employee's regularly scheduled hours, the employee shall not suffer any loss of wages. Employees participating in labor/management meetings while off-duty will not be compensated for their attendance at said labor/management meetings and shall be subject to call out.

ARTICLE 21
SICK LEAVE

SECTION 1: All full-time employees shall earn sick leave at the rate of fifteen (15) days per year and may accumulate such sick leave to a maximum of two hundred (200) days; provided, however, that an employee shall not earn sick leave for any month unless he or she is in full pay status for at least twenty (20) work days during such monthly period.

The accrual of sick leave benefits is calculated on all time, except overtime, up to .05775 hours per hour the employee is in active pay status up to eighty (80) hours per pay period. Sick leave will be calculated based on hours earned or taken. (ex.: a sick day on the ten-hour schedule would consist of ten (10) hours of sick time.)

SECTION 2: Sick Leave shall be defined as an absence from work with pay, necessitated by:

- A. Illness or injury to the employee.
- B. Exposure by the employee to a contagious disease communicable and potentially hazardous to the health of the employee or the health of others.
- C. Illness or injury in the employee's immediate family where attention by the employee is reasonably necessary and is verified.
- D. Death in the employee's immediate family.
- E. Any other FMLA-qualifying absence.

SECTION 3: An employee who is to be absent on sick leave shall notify the Department of such absence and the reason therefore at least one (1) hour before the start of his or her work shift each day he or she is to be absent.

SECTION 4: Sick leave may be used in segments of not less than one (1) hour.

SECTION 5: Before an absence may be charged against accumulated sick leave, the Chief or the Chief's designee may require proof of illness, injury or death in accordance with Section 2 as may be satisfactory to the Chief, or may require the employee to be examined by a physician designated by the Chief or the Chief's designee, or to furnish a satisfactory affidavit or a doctor's certificate to the effect that the employee's absence was caused by illness, injury or death in accordance with Section 2. The examination herein authorized shall be at the expense of the Department. The time involved by an employee attending the examination shall be at the expense of the Department (if conducted during the employee's normal work hours).

SECTION 6: If the employee fails to submit adequate proof of illness, injury or death upon request of the Chief or the Chief's designee, or in the event that when such proof as is submitted, or upon the affidavit or doctor's certificate of medical examination, the Chief or the Chief's designee finds there is not satisfactory evidence of illness, injury, or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay and the employee may be subject to further disciplinary action.

SECTION 7: Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as may be determined by the Chief or the Chief's designee.

SECTION 8: The Chief or the Chief's designee may require an employee who has been absent due to personal illness or injury prior to and as a condition of his or her return to duty to be examined by a physician designated and paid for by the Department, to establish that he or she is not disabled from the performance of his or her normal duties and that his or her return to duty will not jeopardize the health and safety of other employees.

SECTION 9: When the use of sick leave is due to illness or injury in the immediate family "immediate family" shall be defined to only include the employee's spouse, children, step-children or parents.

SECTION 10: When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's mother, father, step-mother, step-father, spouse, child, step-child, grandparents and grandchildren (maximum usage limited to three (3) days to attend funeral) or the employee's brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law (maximum usage limited to two (2) days to attend funeral). In case the funeral or burial is three hundred (300) miles or more from the City of Bryan, the employee will be entitled to one (1) additional work day of paid sick leave, if the employee is scheduled to work that day.

SECTION 11: An employee who has accumulated sick leave time by reason of being employed in the Department shall be permitted to transfer such sick leave time to another Department if the employee elects to do so, subject to the approval of the employer or its designee. Such approval shall not be unreasonably denied.

SECTION 12: Upon the retirement through the state pension system of a full-time employee who has not less than fifteen (15) years of continuous service with the City of Bryan, such an employee shall be entitled to receive a cash payment equal to the value of his or her accrued but unused sick leave credit earned as an employee of the City of Bryan in accordance with the schedule set forth below. However, such sick leave credit payment shall not exceed one hundred twenty (120) days.

15 to 20 years of service	2/3 of accumulated sick leave
more than 20 years of service	100% of accumulated sick leave

Payment of unused accumulated sick leave is not available to employees who are discharged for just cause or who resign for purposes other than retirement through the state retirement pension.

An employee may receive a total of five (5) years earned service credit with the City of Bryan for prior military service. An employee shall receive one (1) year of service credit with the City of Bryan (up to a total of five (5) years) for each year of military credit purchased through the Police and Firemen's Disability and Pension Fund of Ohio.

In order to be eligible to receive sick leave severance payments, the employee must provide written proof of eligibility to immediately receive retirement benefit payments.

SECTION 13: Upon the permanent disability (Police and Firemen's Disability and Pension Fund of Ohio definition) or death of an employee, any accumulated sick leave shall be credited to the employee or his or her estate at his or her rate of pay immediately preceding the employee's death or permanent disability. However, such sick leave credit payment shall not exceed one hundred twenty (120) days.

SECTION 14: Employees who have accumulated and who maintain a sick leave balance of two hundred (200) days sick leave stipulated in Section 1 of this Article, and who for each full four (4) month period thereafter use no sick leave, shall be entitled to and receive one (1) day's (eight hours) pay for each such full four (4) month period at the employee's regular straight time hourly rate of pay. The first day of the first four (4) month period is the first day after the employee reaches two hundred (200) accumulated sick days. Such payment shall normally be made no later than the second pay period following the above full four (4) month period(s). Employees who qualify for and receive the full three (3) days (twenty-four hours) pay over a twelve (12) month (one year) period in accordance with the provisions of this Section 13 shall be entitled to and receive one (1) additional day's (eight hours) pay for each such full twelve (12) month (one year) period at the employee's regular straight time hourly rate of pay. Such payment shall normally be made no later than the second pay period following the above full twelve (12) month (one-year) period. Employees may use vacation, personal day or compensatory time in lieu of sick leave.

ARTICLE 22
OVERTIME PAY AND COURT TIME

SECTION 1: All employees shall receive overtime compensation for all hours worked in excess of (A) eight (8) hours in one (1) day, or ten (10) hours in one (1) day, whichever applies to the employee's schedule; or (B) forty (40) hours in one (1) week. For the purpose of this Article, employees who have worked a "double back" shall be deemed to have worked in excess of eight (8) hours or ten (10) hours in a twenty-four (24) hour period. "Hours worked" shall include all compensated times, including vacation, personal days, mandatory training time, compensatory time and sick leave.

In the event the employees are working a ten (10) hour shift, employees will receive overtime compensation for all hours worked in excess of ten (10) hours in one (1) day or forty (40) hours in one (1) week. For the purposes of this Article, employees who have worked a "double back" shall be deemed to have worked in excess of ten (10) hours in a twenty-four (24) hour period.

SECTION 2: Payment for overtime hours shall be computed at one and one-half (1-1/2) times the employee's regular hourly rate of compensation.

SECTION 3: There shall be no pyramiding or duplication of any overtime payment.

SECTION 4: Any employee who is required by the Employer to report for work or appear in court on behalf of the Employer at a time other than his or her regular work hours shall be provided a minimum of three (3) hours compensation at the applicable rate of pay, in accordance with the other Sections of this Article. These minimum rates shall not apply when such reporting for work or appearance in court overlaps or runs contiguous to the employee's regular scheduled work hours. In that event, the employee shall be paid for the actual time worked only.

ARTICLE 23
FIELD TRAINING OFFICER PAY

Officer's assigned to Field Training Officer assignments shall be entitled to receive an hourly wage rate fifteen percent (15%) above his or her current hourly wage rate for all hours worked while in said capacity.

ARTICLE 24
UNIFORM ALLOWANCE

SECTION 1: All uniforms, including foul weather gear, weapons, leather goods, and any other job-related equipment, in accordance with departmental policies, shall be furnished and maintained by the Department at no cost to the employee. However, such expenses, including dry cleaning and related expenses, shall not exceed \$900.00 annually for each officer. Such maintenance and uniform allowances shall not include departmental uniform changes and/or uniform and equipment damage resulting from job-related incidents. Such equipment shall be safe and appropriate for law enforcement duty.

SECTION 2: Officers who retire through the state retirement system and provide written proof of immediate eligibility to receive retirement benefits, may purchase the officer's service weapon for one and 00/100 dollar (\$1.00).

ARTICLE 25
VACATION

SECTION 1: Each fulltime employee shall earn and be entitled to paid vacation in accordance with the following Employer vacation schedule, including any revisions that result in an improvement thereto, according to his or her number of years with the Employer and any state or political subdivision of the State of Ohio.

<u>Length of Service</u>	<u>Weeks</u>
Less than One (1) year	None (0)
After one (1) year	One (1)
After two (2) years	Two (2)
After eight (8) years	Three (3)
After fifteen (15) years	Four (4)
After twenty-three (23) years	Five (5)

An employee must have completed one (1) year of continuous service with the Employer to be entitled to vacation credit.

SECTION 2: Earned vacation shall be awarded on the employee's anniversary date in accordance with the above schedule, provided the employee is employed by the Employer at that time.

SECTION 3: Vacation time shall be taken at a time approved by the Chief's designee. Any request for vacation must be submitted to the Chief's designee no less than fourteen (14) days in advance. In the case of an emergency, vacation time may be granted with no prior notice. With the exception of an emergency, as determined by the Chief, under no circumstance will the Employer change an employee's regularly scheduled day off when that regularly scheduled day off falls in the middle of or immediately before or after approved vacation time.

SECTION 4: An employee who has earned vacation time by reason of being employed in this Department shall be permitted to transfer such vacation time to another department should he or she elect such a transfer subject to the approval of the Employer or its designee. Such approval shall not be unreasonably denied.

SECTION 5: An employee who retires, resigns, or is otherwise separated from the Department for any reason, and has unused vacation time to their credit shall receive such vacation time.

SECTION 6: Vacation time shall not be carried over from one year to another without the express written authorization of the Chief or the Chief's designee.

SECTION 7: Upon the death of an employee, any unused vacation time shall be entered to the credit of that employee and paid to such deceased employee's administrator or executor, or, if there is no administrator or executor appointed within thirty (30) days of death, then to the surviving spouse, if any.

ARTICLE 26
HOLIDAYS

SECTION 1: Employees shall be entitled to the following paid holidays:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Martin Luther King Day	Christmas Day

SECTION 2: An employee who is scheduled to work on a recognized holiday as provided in Section 1 above shall receive one and one-half (1-1/2) times straight time pay for all hours worked, plus the regular holiday pay. All hours worked over eight (8) hours on the aforementioned Ten (10) holidays shall be paid at the rate of two (2) times the employee's regular straight time hourly rate of pay.

An employee who is scheduled to work on a recognized holiday as provided in the contract shall receive one and one-half (1½) time straight pay for all hours worked, plus the regular holiday pay, which shall consist of eight (8) hours pay at straight time.

For those employees working a ten (10) hour shift, all hours worked over ten (10) hours on the listed ten (10) holidays in the contract shall be paid at the rate of two (2) times the employees' regular straight time hourly rate of pay.

SECTION 3: An employee who is not scheduled to work on a recognized holiday shall receive eight (8) hours straight time pay for that holiday.

SECTION 4: The employee will have the option of accepting holiday pay or taking the time off as compensatory time (on a straight time basis) on a date mutually acceptable to the employee and the Chief or the Chief's designee. The accumulation of any such compensatory time shall be limited to a maximum of ten (10) days/eighty (80) hours at any time. Additional accumulation of such compensatory time will be permitted only to the extent that an equivalent reduction in the maximum compensatory time allowed occurs. Employees shall be permitted to use said compensatory time in 1 hour increments or full work days. Employee must provide written notice to the Chief at least fourteen (14) days prior to utilization of compensatory leave.

SECTION 5: Employees will be required to actually work a full scheduled workweek (excluding overtime) to be entitled to holiday pay, with the exception of the employee who is scheduled off for vacation, personal day, compensatory time or sick leave (adequate

proof/documentation of illness, injury or death will be required) during this scheduled workweek, or as otherwise approved by the Chief or the Chief's designee.

SECTION 6: The Detective and Officer designated as the "Drug Unit Officer" will have the option to work the recognized holiday or take the holiday off, subject to the approval of the Chief or the Chief's designee. If that officer chooses to take the holiday off he shall receive eight (8) hours straight time pay for that holiday.

ARTICLE 27 **PERSONAL LEAVE DAYS**

SECTION 1: Personal leave shall consist of thirty-two (32) hours each year which are to be taken prior to the anniversary date of this Agreement.

SECTION 2: An employee who wishes to be on personal leave shall notify the Department of such absence at least one (1) hour before the start of his or her work shift for each personal day he or she is to be absent.

SECTION 3: Unused personal days may be added to the employee's sick leave accumulation.

ARTICLE 28 **LEAVES OF ABSENCE WITHOUT PAY**

SECTION 1: Employee leaves under this provision shall be in accordance with the Federal Family and Medical Leave Act, and as specifically provided for under the City of Bryan Family and Medical Leave Act Policy.

SECTION 2: All employees may be authorized, with approval, to take an unpaid leave of absence for personal (non-medical) reasons without loss of employment rights. An employee, while on such a leave of absence, does not earn sick leave or vacation leave. This type of leave of absence is limited to a maximum duration of six (6) months.

ARTICLE 29 **HEALTH AND LIFE INSURANCE**

SECTION 1: The Employer agrees to provide major medical and hospitalization Insurance coverage for all employees covered by this Agreement at benefit levels commensurate with the Employers Group Health Care Plan, including any benefits which the Employer may provide is as an addition to said plan, during the term of this Agreement. Provided there shall be no provision, which establishes a specific limitation of benefits for AIDS and related conditions.

Employee contribution levels for both family coverage and single coverage are set at ten percent (10%) of the City's annual premium cost. Employee contribution amounts for both family coverage and single coverage is capped at a maximum of fifteen percent (15%) above the prior period's employee contribution amount.

SECTION 2: Any increases in benefits will be made available to employees during the life of this Agreement with the understanding that such increased benefits will be provided at the expense of the employee should the Employers Group Health Care Plan premium levels be increased for other city employees.

SECTION 3: The Employer agrees to provide life insurance coverage for all employees covered by this Agreement at the current benefit level of ten thousand dollars (\$10,000.00).

ARTICLE 30
COMPENSATION

SECTION 1: The wage rates for Sergeants shall be as follows:

JANUARY 1, 2017 (3.0% Increase)

After One (1) Year Employment	\$	21.66
After Three (3) Years Employment	\$	22.71
After Six (6) years Employment	\$	24.82
After Eight (8) Years Employment	\$	28.50

JANUARY 1, 2018 (2.0% Increase)

After One (1) Year Employment	\$	22.09
After Three (3) Years Employment	\$	23.16
After Six (6) Years Employment	\$	25.32
After Eight (8) Years Employment	\$	29.07

JANUARY 1, 2019 (2.0% Increase)

After One (1) Year Employment	\$	22.53
After Three (3) Years Employment	\$	23.62
After Six (6) Years Employment	\$	25.83
After Eight (8) Years Employment	\$	29.65

SECTION 2: Employees shall receive additional compensation in the following amounts per year for completion of a degree through an accredited university or college:

\$250.00 for Associate's Degree
\$450.00 for Bachelor's Degree
\$650.00 for Master's Degree
\$850.00 for Doctorate's Degree

Compensation shall be paid pursuant to this section annually on the first pay period in December.

SECTION 3: Employees shall be entitled to receive annual longevity payments in December of each year of service under the following schedule:

Nine (9) years of service with City of Bryan	\$ 550.00
Ten (10) years of service with City of Bryan	\$ 600.00
Eleven (11) years of service with City of Bryan	\$ 650.00
Twelve (12) years of service with City of Bryan	\$ 700.00
Thirteen (13) years of service with City of Bryan	\$ 750.00
Fourteen (14) years of service with City of Bryan	\$ 800.00
Fifteen (15) years of service with City of Bryan	\$ 850.00
Sixteen (16) years of service with City of Bryan	\$ 900.00
Seventeen (17) years of service with City of Bryan	\$ 950.00
Eighteen (18) years of service with City of Bryan	\$ 1,000.00
Nineteen (19) years of service with City of Bryan	\$ 1,050.00
Twenty (20) years of service with City of Bryan	\$ 1,100.00
Twenty-One (21) years of service with City of Bryan	\$ 1,150.00
Twenty-Two (22) years of service with City of Bryan	\$ 1,200.00
Twenty-Three (23) years of service with City of Bryan	\$ 1,250.00
Twenty-Four (24) years of service with City of Bryan	\$ 1,300.00
Twenty-Five (25) years of service with City of Bryan	\$ 1,350.00
Twenty-Six (26) years of service with City of Bryan	\$ 1,400.00
Twenty-Seven (27) years of service with City of Bryan	\$ 1,450.00
Twenty-Eight (28) years of service with City of Bryan	\$ 1,500.00
Twenty-Nine (29) years of service with City of Bryan	\$ 1,550.00
Thirty (30) years of service with City of Bryan and every year thereafter	\$ 1,600.00

ARTICLE 31
SHIFT DIFFERENTIAL PAY

SECTION 1: In addition to compensation provided by the wage schedule, employees working between the hours of 3:00 P.M. and 7:00 A.M. shall be paid a shift differential premium of \$.45 (forty-five cents) per hour in addition to the regular pay for those hours.

SECTION 2: Employees must work a minimum of 3 (three) hours in order for shift differential to apply.

ARTICLE 32

WAIVER IN CASE OF EMERGENCY

SECTION 1: In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor and/or City Council of the City of Bryan, Ohio, or the Federal or State Legislature, where such as acts of God effect the safety and health of the citizens of the City of Bryan, the following conditions of this Agreement shall automatically be suspended:

- A. Time limits for Employer or the Union's replies on grievances.
- B. All agreements and practices solely relating to the assignment of all employees.

SECTION 2: Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they [the grievance(s)] had properly progressed.

ARTICLE 33

SEVERABILITY/CONFORMITY TO LAW

SECTION 1: This Agreement supersedes and replaces all pertinent statutes, ordinances, resolutions, Civil Service rules and regulations, or previous practices or understandings over which it has authority to supersede and replace and specifically supersedes and replaces Ohio Revised Code Section 124. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any applicable statute or federal, state of constitutional provision, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

SECTION 2: The parties agree that should any provision of this Agreement be found to be invalid, that they will schedule a meeting within thirty (30) days at a mutually agreeable time to discuss alternative language on the same subject matter.

ARTICLE 34

SENIORITY

SECTION 1: Seniority is defined as the length of time an employee has been continuously employed as a police officer since the date of the employee's last employment by the Employer. The Employer shall have available lists indicating the "seniority" of current employees. Seniority in rank and grade is defined as the length of time the employee has been continuously employed in the relevant rank and grade since promotion to that rank. In the event multiple employees have the same promotion date in rank and grade, the length of time an employee has been continuously employed as a police officer for the City of Bryan Police Department shall

serve as a tie breaker. The employee with the greater length of overall continuous service for the City of Bryan Police Department shall have greater seniority in these cases. Seniority in rank and grade shall be determinative in overtime allocation and shift bidding among sergeants.

ARTICLE 35
DURATION

SECTION 1: This Agreement shall be effective as of January 1, 2017, and shall remain in full force and effect until December 31, 2019, unless otherwise extended by written agreement of the parties.

SECTION 2: If either party desires to continue, modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) days prior to the expiration date of this Agreement. The parties shall commence negotiations within two (2) calendar weeks upon receipt of notice of intent unless mutually agreed otherwise. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer, the employees and the Union for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, unless otherwise specifically provided herein, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 36
MODIFICATION OF CONTRACT

By mutual agreement, any article or section of the current contract may be modified by both parties signing a memorandum of understanding.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this _____ day of _____, 2016.

FOR THE CITY OF BRYAN:

FOR THE OPBA:

Douglas Johnson,
Mayor

Yvonne Trevino,
OPBA Representative

APPENDIX A
AUTHORIZATION FOR DUES DEDUCTION

I authorize the City of Bryan to deduct from my pay initiation fees, dues and assessments, and any other authorized sums in such amount as may be certified to the City by appropriate officers of the Association, and to pay said amount over to the OHIO PATROLMEN'S BENEVOLENT ASSOCIATION, 10147 Royalton Road, Suite J, North Royalton, Ohio 44133. This full power and authority to deduct dues and other authorized sums from my pay in accordance with law supersedes and cancels any power and authority heretofore given to any person or organization.


This authorization is to continue until withdrawn by me in writing in accordance with the Ohio Revised Code.

ARTICLE 37
MODIFICATION OF CONTRACT

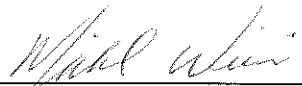
By mutual agreement, any article or section of the current contract may be modified by both parties signing a memorandum of understanding.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this 19th day of December, 2016.

FOR THE CITY OF BRYAN:



Douglas Johnson,
Mayor




Michael Willis,
Chief of Police



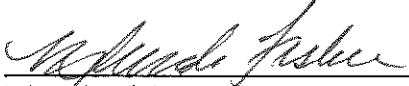
Tommy Mann,
President of City Council,

APPROVED AS TO CONTENT:




William M. Deters II,
Ennis Britton Co., LPA

APPROVED AS TO FORM:



Rhonda Fisher,
City Attorney

FOR THE OPBA:



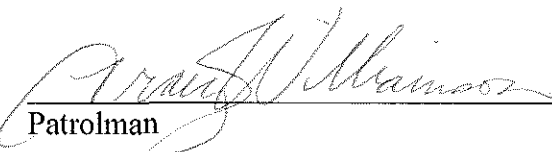
Yvonne Trevino,
OPBA Representative



Patrolman



Patrolman



Patrolman