

AGREEMENT

BY AND BETWEEN

**THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
ROSSFORD, OHIO UNIT**

(Command Officers)

AND THE

CITY OF ROSSFORD

Effective
January 1, 2007 through December 31, 2009

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ARTICLE 1

AGREEMENT

Section 1.1. This Agreement is between the City of Rossford, Ohio, hereinafter referred to as the “City” and the Ohio Patrolmen’s Benevolent Association, for the benefit of the full-time Command Officer members of the Rossford Police Department, hereinafter referred to as the “Union.”

Section 1.2. Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In addition, good faith negotiations will begin immediately between the parties as to any such Invalidated provisions, in an attempt to modify such provisions to comply with the applicable law.

Section 1.3. For the duration of this Agreement there shall be no duty to bargain on any matters not specifically covered herein.

Section 1.4. The terms of this Agreement shall become effective following the approval of the City Council only for the Agreement period and may only be altered or amended by City Ordinance after mutual agreement between the parties, reduced to writing, dated and signed by the Mayor, on behalf of the City, and on behalf of the Union by the Negotiating Committee of the Rossford Unit.

ARTICLE 2

STATEMENT OF PURPOSE

Section 2.1. It is the intent and purpose of the parties to use their best efforts to serve the citizens of Rossford and the public in general; and to achieve better understanding, communication and cooperation between the City, the Union and its members; to assure the proper and uninterrupted provision of police services to the citizens, and to promote orderly and harmonious employee relations, and an attitude of mutual respect and fair dealing among the City and the Union.

ARTICLE 3

RECOGNITION

Section 3.1. The City recognizes the union as the sole and exclusive representative of all members of the Police Department of the City of Rossford, Ohio having the rank of Sergeant or above; excluding Chiefs and Deputy Chiefs, management level employees and all others excluded by the Act; as certified by the State Employment Relations Board in Case No. 94-REP-09-0196, as to all matters concerning the conditions of their employment.

ARTICLE 4

DUES CHECKOFF

Section 4.1. While this Agreement is in effect, the City will deduct, twice each month, the regular Union dues and assessments from the wages of employees who individually and voluntarily authorize and direct such deductions in writing. The Union shall hold the City harmless from liability arising directly or indirectly out of any action by it, or omitted by it, in compliance with, or in an attempt to comply with, the dues and checkoff provisions of this Article. Such dues and assessments shall be transmitted by the City to the designated financial officer of the Union, within the first calendar week after such deductions are made.

Section 4.2. All employees in the bargaining unit who are currently not members in good standing of the Union or who do not become members in good standing of the Union within sixty (60) days of hire, shall pay a Fair Share Fee to the Union as a condition of employment, subject to Section 4.5.

Section 4.3. The Fair Share Fee amount shall be certified to the City by the appropriate financial officer of the Union before February 15th of each calendar year. The City will begin to deduct any adjusted Fair Share Fee amount on the next pay period following the certification of the Fair Share Fee amount.

Section 4.4. The deduction of the Fair Share Fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Section 4.5. Payment to the Union of Fair Share Fees shall be made in accordance with the regular dues deductions as provided for elsewhere in this Article. The Union shall hold the City harmless from any liability arising out of any action taken by it, or omitted by it, in compliance with, or in an attempt to comply with, the provisions of the Fair Share Fee Sections in this Article.

ARTICLE 5

STEWARDS

Section 5.1. The City recognizes the right of the Union to designate one (1) shop steward and one (1) alternate steward.

Section 5.2. The Union shall advise the City as to the identity of its steward and alternate, in writing, and any changes in such. The City agrees that the steward shall be free to conduct his/her duty as such, with the understanding that such duty will not interfere with normal City operations or the conduct of business, and the steward shall be expected to do his/her usual work.

ARTICLE 6

NONDISCRIMINATION

Section 6.1. The City and the Union mutually agree that they shall not discriminate for or against any employee on the basis of race, religion, national origin, sex, marital status, age, political affiliation, membership or nonmembership in the Union, or for the purpose of evading the spirit of this Agreement. Any specific reference to gender in the Agreement shall apply equally to both male and female.

ARTICLE 7

MANAGEMENT RIGHTS

Section 7.1. The right to manage the City's operations and to direct the work force, including all those rights heretofore exercised, is vested in the City, subject only to the specific provisions found in this Agreement. The rights of management include, but are not limited to, the hiring and direction of the work force; the right to plan, schedule, direct and control all City operations; establish, enforce and communicate reasonable work and safety rules, including rules pertaining to laboratory testing for drugs and alcohol; the right to relieve employees from duty for legitimate reasons; the scheduling of work and for the determination of the size of work crews and the number of employees necessary to perform assignments; the establishment of new jobs, abolishment, combining and/or changing of existing jobs and/or assignments within those jobs; increasing or decreasing the number of jobs, departments and/or shifts; the control and regulation of all equipment and other City property; the determination of the quality and quantity of the work to be performed; the determination of what work or portions thereof will be performed by City employees or purchased elsewhere; the right to contract and/or subcontract work; the determination of employee skill, ability, and overall qualifications; the location of City operations and the transfer of all, or any part of, the City's operations; to determine if a vacancy exists in a job classification; to require employees to be physically tested at the City's expense for reasons the City deems appropriate; and for just cause to suspend (with or without pay), demote, discipline or discharge employees.

ARTICLE 8

NO STRIKE - NO LOCKOUT

Section 8.1. The Union agrees that there will be no strike, walkout, slowdown or work stoppage, sympathetic or otherwise, by the Union or its members during the term of this Agreement. In the event any employee or group of employees participate in any such strike, walkout, slowdown or work stoppage during the term of this Agreement, the Union agrees, upon being notified by the City, to immediately direct such employees or group of employees to immediately return to their work positions and to cease action which might affect City operations. The Union agrees to use its best efforts to see that all employees in the bargaining unit return to their work positions and cease action which might affect City operations.

Section 8.2. The City agrees that so long as this Agreement is in effect, there will be no lockouts on the part of the City.

Section 8.3. It is understood and agreed that any strike, walkout, slowdown or work stoppage not authorized by the Union shall be deemed for all purposes an unauthorized strike, walkout, slowdown, or work stoppage. If an unauthorized strike, walkout, slowdown, or work stoppage occurs, and the Union issues the directive to return to work and uses its best efforts to see that all bargaining unit employees cease actions which might affect City operations, then the Union will not be held liable. However, if an unauthorized strike, walkout, slowdown or work stoppage occurs, and the Union fails to issue the directive to return to work, or fails to use said best efforts upon notification by the City, then the Union will be held liable.

Section 8.4. Any employee who engages in an unauthorized strike, walkout, slowdown, or work stoppage shall be terminated or disciplined in the manner the City deems appropriate, without recourse to the grievance procedure.

ARTICLE 9

WAGES

Section 9.1. Wages will be made part of this Collective Bargaining Agreement and shall be affixed by ordinance. With the understanding between the City and the Union that there will be full cooperation in effecting reasonable and efficient economies, the following wage rates are to be paid to the employees as set forth below:

| Effective Date | Probationary Command Officer | Service as a Rossford Command Officer (1 Year) | Service as a Rossford Command Officer (2 Year) | Service as a Rossford Command Officer (3 Year) |
|----------------|------------------------------|--|--|--|
| 1/1/07 | \$23.67 | \$24.09 | \$24.47 | \$24.88 |
| 1/1/08 | \$24.38 | \$24.81 | \$25.21 | \$25.63 |
| 1/1/09 | \$25.11 | \$25.56 | \$25.96 | \$26.40 |

Section 9.2. Joint negotiations (including, if necessary, joint conciliation) are agreed to by the Police Command and Non-Command Bargaining Units.

Section 9.3. The City shall maintain a direct deposit payroll system for all employees, and officers' payroll checks shall be directly deposited in the bank or credit union of their choice, up to three (3) financial institutions.

Section 9.4. The City shall maintain the Tax Deferral Pension Plan Method, whereby State and Federal Income Taxes on employee pension contributions will be deferred as long as the Internal Revenue Service continues to allow said Deferral Plan Method.

ARTICLE 10

HOURS AND OVERTIME

Section 10.1. The normal workday shall consist of twenty-four (24) hours, beginning at the time the employee is scheduled to start to work on that day. The normal work period will be a fourteen (14) day, biweekly period starting on Monday day shift and ending on the fourteenth (14th) day midnight shift of each pay period. Command employees will be scheduled to work four (4) days on and two (2) days off. The employer will establish three (3) shifts. The normal workday for such employees shall be eight hours and thirty minutes.

Section 10.2. [Effective through January 4, 2009.] Time and one-half the regular hourly rate will be paid for all work performed over the normally scheduled hours of regularly paid work in any one (1) day. Command Officers shall be scheduled for eight (8) hours and thirty (30) minutes of work in one (1) workday, including a forty-five (45) minute paid lunch period. Biweekly pay will be for eighty (80) hours at the straight time rate. The unit for calculating overtime will be any hours worked over eight (8) hours and thirty (30) minutes per day. Personal days, vacation days and training days, when taken, will count as a workday of an employee.

[Effective on and after January 5, 2009.] Time and one-half the regular hourly rate will be paid for all work performed over the normally scheduled hours of regularly paid work in any one (1) day. Any work performed in addition to an employee's regular biweekly work schedule shall be paid at the rate of time and one-half of the employee's usual hourly rate. Command Officers shall be scheduled for eight (8) hours and thirty (30) minutes of work in one (1) workday, including a forty-five (45) minute paid lunch period. The unit for calculating overtime will be any hours worked over eight (8) hours and thirty (30) minutes per day. Personal days, vacation days and training days, when taken, will count as a workday of an employee.

Section 10.3. An employee who has worked overtime shall if he or she elects, be allowed to receive compensatory time off at the overtime rate in lieu of pay provided the officer does not exceed the 480 hour accumulation limitation set forth in the Fair Labor Standards Act, as amended. In the event the employee has not taken all compensatory time in excess of fifty-six (56) hours by January 1 of the year following the year in which the time was earned, the officer shall be paid for all such hours in excess of fifty-six (56) hours in the next regular payroll check at the overtime rate including all regular benefits. Compensatory time is to be taken at a time mutually agreeable to both the employee and the Chief of Police; however, every effort will be made to grant compensatory time at the convenience of the employee if such scheduling does not seriously hamper the Department's operations.

Section 10.4. All City mandated training, City scheduled training, City qualification sessions, and all approved voluntary training sessions shall be paid at straight time not to exceed eight (8) hours and thirty (30) minutes per day, unless said training is scheduled above and beyond an employee's regularly scheduled hours of work. Training that exceeds an employee's regularly scheduled hours of work in any one (1) day or is scheduled for off-duty time, shall be paid at the rate of time and one-half for any and all hours that exceed the regularly

scheduled hours of works. All City mandated training, City scheduled training, City qualification sessions, and all approved voluntary training sessions shall be paid at time and one-half if said training is scheduled for off-duty time. For State mandated training necessary to maintain police certification, the City shall pay tuition and provide transportation or pay for transportation at the currently announced IRS approved mileage rate, and there shall be no other pay or wages for such State mandated training.

Section 10.5. Whenever the City changes an employee's shift starting time on his/her shift, if any of the new hours fall within the twenty-four (24) hour period from the start of his/her immediately preceding assigned shift starting time, then such hours shall be considered overtime hours for the purpose of this Section. All overtime shall be calculated at time and one-half of the employee's base rate of pay. A minimum of five (5) calendar days' written notice will be required and provided to the employees affected by a work schedule change, except when changes are necessitated by emergency situations; however, an employee will not be required to change his/her posted schedule to avoid the payment of overtime pay to such employee.

Section 10.6. There shall be no pyramiding of overtime or premium payments in this Agreement. Where more than one (1) premium or overtime payment is applicable to the same hours of work, the one resulting in the most earnings to the employee shall be used.

Section 10.7. Any employee who is called back for work at times other than his/her regularly scheduled starting time shall receive a minimum of four (4) hours pay for each such incident, at the applicable rate. These call-back opportunities shall be equally rotated among qualified employees. This Section is not applicable to work that is a continuation of or immediately preceding his/her regular work schedule.

Section 10.8. Standby pay is defined as payment for an assignment which requires an employee to be available on a continuous basis during his normal off-duty hours.

- A. Employees on standby for an off-duty day will be paid a minimum of four (4) hours pay at straight time for each twenty-four (24) hour period or fraction thereof. An off-duty day is defined as the period beginning with the end of the last shift worked by an employee to the beginning of his next scheduled shift. Standby pay will cease upon the employee reporting for his regular work shift, or if called under provisions of Section 10.7 of this Article. These standby opportunities shall be equally rotated amount all employees.
- B. The carrying of pagers when off duty will continue to be voluntary. Paid standby time is not considered off-duty time for this Section.

Section 10.9. Premium pay will be paid to a Command Officer when he/she assumes the duties of the Chief of Police, as the City's designee. An Acting Chief of Police shall be appointed when the Chief of Police is not on active duty or is beyond 100 miles from the City of Rossford. The amount of the premium pay will be an additional One Dollar (\$1.00) per hour.

ARTICLE 11

ROTATION OF OVERTIME OPPORTUNITIES

Section 11.1. The Chief of Police will rotate overtime opportunities among qualified full-time employees who normally perform the work that is being assigned for overtime by posting, in writing and in a reasonable time prior to the date of the overtime opportunity, any detail, duty or work to be performed. The Chief of Police shall award the assignment to employees with the least aggregate hours of overtime worked for the year who have signed up to work said detail or duty. The Chief of Police agrees to post and maintain overtime rosters, which shall be made available to the steward upon request. Said rosters shall be posted on appropriate bulletin boards in the facility, and will include a list of overtime hours worked and refused, with overtime offered to the employees within the department or unit, who on the roster, have the fewest aggregate hours worked and refused among those qualified to perform the work being assigned. This Article does not govern emergency situations in which an employee is required to perform work during hours not normally assigned work or normal continuations of duties performed beyond regularly scheduled hours of work for incidents that began during regular scheduled hours of work.

An employee who is offered but refuses overtime assignments shall be credited on the roster with the amount of overtime refused. Where the amount of overtime refused was two (2) hours or less, the employee will be charged with refusing two (2) hours. An employee who is off work due to sick leave, injury leave or on military leave will be credited with overtime as though at work and refused an overtime offer.

Section 11.2. Where there are errors in the distribution of overtime opportunities, and the Chief of Police or Command Officer is notified within five (5) business days thereof, the Chief of Police will be given one (1) opportunity to correct the error by granting to any member whose rights were violated the next opportunity for overtime within his/her overtime group. If an officer is erroneously denied overtime opportunities two (2) times within a calendar year, the officer shall receive four (4) hours' pay at the applicable overtime rate. On January 1 of each year, the Chief of Police will start a new overtime roster with each employee having zero (0) overtime credit. There shall be no carryover of overtime from one year to the next.

Section 11.3. Minimum manpower shall be defined as two (2) police patrol officers or one (1) police patrol officer and one (1) command officer excluding the Chief of Police. Officers assigned to special duties and are not part of the road patrol duties, will not be counted as part of minimum manpower for purposes of scheduling. Any position in the work schedule not filled due to an employee's unscheduled absence and reducing the work force on that shift below minimum manpower shall be filled as set forth in this Section.

If a police Command officer is absent, overtime shall be offered in the following manner:

1. Every attempt shall be made to fill the entire shift with a command officer before splitting the shift. The method of filling the shift is set out in Section 11.1.
2. If the entire shift remains unfilled after being offered to command officers, the full shift shall be offered to patrol officers according to Section 11.1.
3. If the entire shift is refused by all qualified personnel, the shift will be split into two (2) one-half shift increments and offered to the command officers on the preceding and following shifts according to Section 11.1.
4. If one or both of the one-half shift increments in the shift remain unfilled after being offered to command officers, the one-half shift increments shall be offered to the patrol officers on the preceding and following shifts according to Section 11.1.
5. As a last resort, the least senior officer of the preceding shift shall be required to work the one-half shift over his/her regular shift, and the least senior officer of the shift which follows the understaffed shift shall be required to start his/her shift one-half shift earlier. If no patrol officers on the following shift can be reached to take the overtime assignment, the least senior command officer on the following shift shall be required to start his/her shift one-half shift earlier.

Section 11.4. Any refusal of overtime opportunities, to be credited on the roster, must be by direct personal communication between the employees to be so charged and the supervisor or officer on duty responsible for making such offer.

ARTICLE 12

TRADING SHIFTS

Section 12.1. The trading of shifts will be permitted upon mutual agreement between the parties subject to approval of the Chief of Police or Acting Chief, and so long as there are no overtime factors to be considered. Shift change requests will be in writing, explaining the reason for the shift change to the Chief of Police.

Section 12.2. Requests for trading of shifts will be delivered, in writing, to the Chief or Acting Chief at least three (3) workdays prior to the change.

ARTICLE 13

BIDDING OF SHIFTS

Section 13.1. On or before November 1 of each calendar year, the Chief shall prepare a shift schedule based upon the manpower needs of the department. The schedule shall

specify days off on each shift and any relief shifts as are determined necessary by the Chief. Each employee shall have the opportunity to select, by seniority, the shift on which he/she will work during the coming year. Final selection shall be made no later than November 30.

Section 13.2. It is agreed that the City will keep senior employees assigned to their preferred shift(s), subject to other provisions of this Section. A minimum of five (5) calendar days' written notice will be required and provided to the employees affected by work schedule change, however, an employee will not be required to change his/her posted schedule solely to avoid the payment of overtime pay to such employee. It is agreed that nothing in this Agreement shall restrict the rights of management to reassign any employee's shift, with the appropriate notice, for the following limited reasons;

- A. To accomplish training assignments;
- B. To perform work in a special assignment as directed by the Chief of Police and/or his/her designee;
- C. To perform work on a shift other than the Employee's shift assigned under the provisions of Section 13.1 of this Article, by mutual agreement between the employee and the City;
- D. To fill a permanent vacancy in accordance with Section 13.3 of this Article.

Notices of special assignments as provided for in paragraph (B) shall be posted for employees to apply. From among those who apply, the assignment shall be made to the most qualified employee, provided that, if two or more employees are relatively equally qualified, the most senior shall receive the assignment. If no employee applies for a posted special assignment, the least senior of those employees qualified for the assignment shall be appointed.

Section 13.3. As used in this Article, a permanent vacancy occurs in the Sergeant's ranks whenever there is a death, retirement, promotion, resignation, dismissal or permanent disability within the ranks of the full-time bargaining unit members, and the Chief determines that such vacancy shall be filled on a permanent basis. If a permanent vacancy occurs in the ranks of full-time employees or if there is a layoff in excess of thirty (30) calendar days necessitating the reassignment of shifts in order to maintain minimum manpower on that shift, the City shall fill the opening on the shift created by the permanent vacancy or layoff by re-bidding the shift opening for the remainder of the calendar year, if the Chief decides to fill the vacancy. Within sixty (60) days after a permanent vacancy occurs, the Chief shall notify the Union whether he intends to fill the vacancy. If the Chief decides not to fill such vacancy on a permanent basis, the City may rebid the shift opening for the remainder of the calendar year.

ARTICLE 14

GRIEVANCE PROCEDURE

Section 14.1. Any differences, disputes, or disagreements which arise as to the interpretation or application of this Agreement as to the rights of the City, the Union or the employees thereunder, including, but not limited to, discipline, shall be hereinafter referred to as a grievance.

The City and the Union agree to make a sincere effort to settle grievances, if possible, at the lowest step of the grievance procedure contained herein. Time limits outlined in the following grievance procedure will be strictly followed, unless both parties mutually agree to extend the time limits.

Section 14.2. The Union will designate not more than one (1) officer representative (steward) and one (1) alternate to act in the officer representatives absence. Should employment increase during the life of this Agreement or any extension thereof, upon notification to the City by the Union, negotiations will commence immediately to discuss the need for additional officer representatives. Officer representatives shall be paid at the applicable rate when called in while on duty to act as officer representatives as provided in this Agreement, as conditions allow. Each officer representative may be granted vacation time or time off without pay to utilize training to develop their labor relations skills.

The Union shall notify the City in writing of the names of the representatives within thirty (30) days after the representatives are appointed. Any changes thereafter will be forwarded to the City by the Union as soon as the changes are made.

Section 14.3. An employee may be given a reasonable time to consult with his/her appropriate representative during work hours relative to a grievance matter after first notifying his/her immediate supervisor of such desire. The employee need not reveal to his/her supervisor the nature of the potential grievance matter. The employee's supervisor will arrange a meeting to take place as soon as possible between the employee and his/her appropriate representative.

Section 14.4. For the purposes of this grievance procedure, the below-listed terms are defined as follows:

- A. Grievance - The word "grievance" as used in the Agreement refers to any differences, disputes or disagreements which arise as to the interpretation of, or application of this Agreement as to the rights of the City, the Union, or the bargaining unit employees thereunder, including, but not limited to, discipline.
- B. Grievant - The word "grievant" shall be defined as any employee, a group of employees within the bargaining unit or the Union. Grievances involving the removal or suspension of an employee must be signed by that employee.

- C. Day - A “day” as used in this grievance procedure shall mean a weekday, excluding Saturdays, Sundays, and holidays as provided for in this Agreement.

Section 14.5. The following procedures shall apply to the administration of all grievances filed under this procedure:

- A. Except at Step 1, all grievances shall include the name and position of the grievant, the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant, and a general statement of the nature of the grievance and the redress sought by the grievant.
- B. Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if any.
- C. A grievance may be brought by a member of the bargaining unit. Where two (2) or more employees desire to file a grievance involving a situation affecting each employee in a similar manner, one (1) employee selected by such group or the Union may process the grievance as hereinafter provided. Grievances involving more than half of the bargaining unit may be initiated at Step 2 of the procedure contained herein.
- D. An employee with a grievance and a Union representative may attend hearings at each step of the grievance procedure during regularly assigned working hours without loss of pay or time to the representative, provided:
 - 1. An “emergency” situation does not exist requiring their presence at their assigned work stations; and
 - 2. Arrangements have been made and approved by their supervisor to have their assigned work area properly “covered” during their absence. It is expected that the privilege will not be abused and that approval will not be unreasonably withheld.
- E. In the absence of mutual extensions, the grievant may, where a response is not forthcoming within the specified time limits, presume the grievance to have been denied by the City, and proceed to the next step. In the absence of a mutual time extension by both parties, if the grievant does not follow the prescribed time limit set forth herein, the grievance shall be deemed withdrawn.
- F. This grievance procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

- G. Once a grievance is approved at Step 2 or above, the grievance shall be concluded based upon that approval.

Section 14.6. All grievances shall be administered in accordance with the following steps of the grievance procedure:

Step 1: An employee who believes he/she may have a grievance shall notify the Chief, or his designated alternate, of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Chief will schedule an informal meeting with the employee and a Union representative 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. The Chief may request up to five (5) days to investigate the matter and to respond to the issue in dispute.

If the dispute is not solved informally by the Chief, it shall be reduced to writing by the grievant on the agreed-upon grievance form and presented as a grievance to the Chief within five (5) days of the informal meeting or notification of the Chief's decision, whichever is later. The Chief shall answer the grievance in writing within five (5) days of the presentation of the written grievance.

Step 2: If the grievant is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the City Administrator within five (5) days from the date of the rendering of the decision at Step 1. Copies of the written decisions shall be submitted with the appeal. The City Administrator shall convene a hearing at a convenient time within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant, his/her Union representative, and any other party necessary to provide the required information for the rendering of a proper decision. The City Administrator shall issue a written decision to the employee with a copy to the Union representative within five (5) days from the date of the hearing.

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 within five (5) days from the date of the rendering of the decision at Step 2. Copies of the written decisions shall be submitted with the appeal. The Mayor or his designee shall convene a hearing within twenty (20) days of the receipt of the appeal, except in a discharge or discipline grievance, where the hearing shall convene at a convenient time within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant, his/her Union representative, and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor or his designee shall issue a written decision to the employee with a copy to the Union representative within fifteen (15) days from the date of the hearing. If the grievant is not satisfied with the decision at Step 3, he/she may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

Section 14.7. This Article 14, Grievance Procedure, and Article 15, Arbitration Procedure, are intended to supersede all City ordinances, State statutes, and Civil Service rules

and regulations, except for a grievance involving termination of a probationary Command Officer, which is not subject to the grievance or arbitration provision of this Agreement.

Section 14.8. Where an employee has a grievance for actions taken by the Administrator, upon mutual agreement of the grievant and the Chief, Step 1 of Section 14.6 can be waived. Where an employee has a grievance as a result of the actions taken by the Mayor, upon mutual agreement of the grievant and the Administrator, Steps 1 and 2 of Section 14.6 can be waived.

Section 14.9. The appropriate officer of the City will assign a consecutive number to each grievance and will maintain a log book available upon request to the Union to account for each number assigned.

ARTICLE 15

ARBITRATION PROCEDURE

Section 15.1. If a grievance is not settled through the Mayor's written answer provided for in Section 14.6, above, the Union may request, in writing, that the grievance be submitted to a sole arbitrator. Requests to arbitrate must be received by the city within fourteen (14) calendar days of the date on the Mayor's written answer in Section 14.6 above. Within this fourteen (14) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, all of whom must be members of the National Academy of Arbitrators, and will choose one (1) by the alternative strike method.

Section 15.2. The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement, or to make an award requiring the commission of any act prohibited by law, or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

Section 15.3. The hearing shall be conducted pursuant to the then current "Rules of Voluntary Labor Arbitration" of the American Arbitration Association.

Section 15.4. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the parties in the following fashion:

- A. If the grievance is denied, the Union shall pay the above-noted fees and expenses.
- B. If the grievance and the remedy requested is sustained, the City shall pay the above-noted fees and expenses.
- C. If the arbitrator sustains the grievance in part and denies it in part by allowing some form of discipline to the grievant or by allowing a remedy different from that requested by grievant, the parties shall share equally the above-noted fees and expenses.

Section 15.5. The arbitrator is encouraged to submit his decision within thirty (30) days after the close of the hearing. If the arbitrator is unable to render his award within this period, he will write the parties and explain why he is unable to do so and in what time frame his award should be expected. The arbitrator's decision will be final and binding upon both parties.

ARTICLE 16

SICK LEAVE

Section 16.1. Sick Leave Benefit. Paid sick leave is a benefit earned and accrued by all full-time City employees.

Section 16.2. Crediting of Sick Leave. All employees shall accrue sick leave at the rate of 4.6 hours for each full biweekly pay period of service, and any sick leave accrued but not used as hereinafter provided in any year shall be accumulated in succeeding years with no maximum of such accumulation. Employees who are granted sick leave shall continue to accrue sick leave at the regularly prescribed rate during such absence. Sick leave days will not accrue during periods of layoff, suspension, or other types of leave without pay.

Section 16.3. Evidence Required for Sick Leave Usage. In order for sick benefits to be paid, an absence form must be completed by the shift supervisor, giving the reason for the absence. When the use of sick days extends to three (3) consecutive workdays or if the City has reasonable cause to suspect that the absence is unwarranted, when the employee returns to work he/she shall furnish the City with a statement from a licensed physician stating the nature of the illness, injury or disability. During prolonged periods of illness or injury, the employee may be required to submit a physician's statement at intervals of at least thirty (30) days to justify payment of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for appropriate disciplinary action, up to and including discharge.

Section 16.4. Sick Leave Uses. All use of sick leave must be approved by the Chief of Police or the City Administrator and is authorized with full normal pay, in accordance with Section 16.3 above, for the following reasons:

- A. Illness, non-occupational injury or disability of an employee.
- B. Exposure to a contagious disease which would jeopardize the health of the employee or co-workers.
- C. Doctor and/or dental appointments.
- D. Illness in the employee's immediate family that necessitates the employee's absence from work or would result in serious hardship to the employee's family. Attendance to the immediate family member at a hospital while undergoing serious medical attention shall be included under this provision. For the purpose of this section, immediate family shall include employee's father, mother, step-

parents, sister, brother, spouse or child. The family illness provision shall be for a limited period not to exceed three (3) workdays to enable the employee to secure other arrangements for the care of the member of the employee's immediate family.

- E. Unusual or compelling circumstances which will be considered for approval by the Chief of Police or City Administrator.

Section 16.5. Notification by Employee. An employee intending to use sick leave must notify his/her supervisor no later than two (2) hours before the beginning of the work shift and shall continue doing so for every succeeding day of absence thereafter, except when emergency circumstances beyond the employee's control make such advance notification impossible. If an employee has a prolonged illness or other reason for extended sick leave usage, the employee will notify the Chief of Police and will not be required to notify the City on a daily basis.

Sick leave shall not be granted in increments of less than one (1) workday, unless the employee is working on a light-duty job requiring less than an eight (8) hour workday, or becomes ill while at work; however, such partial day shall count as a full day of sick leave for the purposes of Section 16.3 above, but only the number of hours taken for sick leave shall be charged against the employee's accumulated sick time.

Section 16.6. Recuperation by Employee. When on sick leave an employee shall remain at home caring for the illness unless away from home receiving medical attention such as in a hospital, at a physician's office, an office of a medical authority, or at a pharmacy if said employee has provided a doctor's slip for such illness or disability, that employee may be outside his residence. Upon request of the Chief of Police, said employee shall substantiate any such absence from home. Any absence from duty as a result of a claimed illness or injury may be verified at reasonable hours, so as not to disrupt the household, by the Mayor, Administrator, Chief of Police, or their designated representative.

Section 16.7. Unpaid Disability Leave. If an employee with an illness, injury or disability is still unable to return to work after all accumulated sick leave has been exhausted, that employee may request to be placed on leave of absence for disability leave for a period of up to one (1) year without forfeiting City employment. The employee shall not be entitled to any pay, insurance coverage or benefits while on disability leave.

If disability leave is requested, the employee must be examined by a licensed physician selected by the Administrator, with the cost of such examination being paid by the City.

When an employee who has been on disability leave wishes to return to work, a written application for reinstatement must be submitted to the City. Upon receipt of such a request, the Administrator will direct that a physical examination by a qualified physician of the Administrator's choice be made of the employee. This examination is at the employer's

expense. If the physician affirms that the employee is able to resume the duties of his/her position, reappointment will be made to the same or similar position.

The Employer may require an employee to take an examination conducted by a licensed physician, designated by the Employer, to determine the physical or mental capability to perform the duties of his position. The cost of such examination shall be paid by the Employer.

Section 16.8. Transfer of Employee. An employee who transfers employment to another division of the City may carry his/her accumulated sick leave to the new job.

The Employer may require an employee to take an examination conducted by a licensed physician, designated by the Employer, to determine the physical or mental capability to perform the duties of his position. The cost of such examination shall be paid by the Employer.

Section 16.9. City employees who are retiring after a minimum of ten (10) years of service may convert one-half (1/2) of their total accrued sick leave into cash at the employee's rate of pay at the time of retirement. This is a one time benefit; should an employee return to City service after retirement, no conversion of sick leave benefits will be made upon the second retirement.

In addition, an employee's beneficiary shall be paid the same sick leave cash conversion benefit at the time of death of the employee, should he/she die while employed.

Section 16.10. Light Duty. At the discretion of the Chief of Police or his designee, the disabled employee may be assigned other duties (light-duty work), within and outside the department during the period of disability at the employee's regular rate of compensation provided, in the opinion of a physician or medical authority, the employee is capable of performing the duties assigned. A disabled employee's shift, schedule and/or hours of work may be changed by the City in order to accommodate a light-duty assignment.

ARTICLE 17

MATERNITY/PATERNITY LEAVE

Section 17.1. An employee may, if she wishes, use any or all of her accrued sick leave and vacation leave for pregnancy before going on maternity leave prior to the birth of the baby and for the recovery period, or she may retain her sick and/or vacation leave and take leave pursuant to the Family and Medical Leave Act, Article 38. Female employees shall be granted three (3) workdays of paid leave not deducted from sick leave or vacation time for the purpose of child care for the post-childbirth period.

Section 17.2. Should the maternity leave of absence under Section 17.1 exceed six (6) months, the employee then has the option to exhaust her sick and vacation leave or be placed on disability leave under the conditions of Section 16.7, or on any leave for which she is eligible pursuant to the Family and Medical Leave Act, Article 38.

Section 17.3. Where there is reasonable medical evidence that the employee's pregnancy is inhibiting the performance of her duties, the employee may be assigned other duties during the period of disability, at the employee's regular rate of compensation, provided that in the opinion of a physician or medical authority, the employee is physically capable of performing the duties assigned. If further medical evidence shows that the employee's pregnancy is prohibiting the performance of the other duties assigned, the employee may be requested, in writing, to begin sick leave, vacation leave or maternity leave at an earlier date than that initially selected by the employee.

Section 17.4. Male employees shall be granted three (3) workdays of paid leave not deducted from sick leave or vacation time, for the purpose of spouse and/or child care for the immediate post childbirth period. Male employees may also opt to take leave pursuant to the Family and Medical Leave Act, Article 38.

ARTICLE 18

INJURY LEAVE

Section 18.1. In the event of absence due to disability incurred while on duty, under such circumstances as would cause such injury or disability to be compensable under the Workers, Compensation Laws of the State of Ohio regarding loss of wages and salary, the employee shall be carried on the regular payroll of the City for the period of disability, providing the extent of the injury or disability prevents such person from performing those duties as may be assigned and provided further, such period shall not exceed sixty (60) workdays or the number of workdays equal to the injured employee's accumulated sick leave, whichever is greater, unless such period of days shall be otherwise extended by the Appointing Authority.

Section 18.2. A written statement of the attending physician or medical authority shall be submitted by the employee to the City and shall set forth the nature of the injury and that the employee is unable to return to limited or regular duty.

Section 18.3. If an employee returns to work prior to expiration of the original sixty (60) days or the number of workdays equal to the employee's accumulated sick leave, whichever is greater, and then is disabled at a later date due to the same injury incurred under the same terms and conditions as set forth in the above sections, the employee may use the unused portion of the sixty (60) working days for the number of workdays equal to the employee's accumulated sick leave, whichever is greater.

Section 18.4. The employee may be assigned other duties during the period of disability at the employee's regular rate of compensation, provided in the opinion of a physician or medical authority, the employee is capable of performing the duties assigned.

Section 18.5. The employee shall refund to the Treasurer of the City of Rossford amounts received as temporary total disability benefits under the Workers' Compensation Law for the sixty (60) working days or the number of days equal to the employee's accumulated sick leave, whichever is greater, set forth in the above sections.

Section 18.6. Injury leave shall not be granted in increments of less than one (1) workday.

Section 18.7. If the employee is injured while off duty, he/she will be required to use accumulated sick leave. Upon approval of the Chief of Police, the employee may be assigned other duties, if available.

ARTICLE 19

MILITARY LEAVE

Section 19.1. Regular full-time employees covered by this Agreement who are employees of the Reserves of the Armed Forces of the United States and the Ohio National Guard will be granted fifteen (15) calendar days for the purpose of attending the annual unit training, and employees returning from such annual training shall not have their regularly scheduled hours of work, shift or duty assignment changed. In the event of any compensation received by the employee of the municipality for the performance of his/her normal duties, the municipality will pay the difference to the employee of the pay received for this training and his/her normal pay for that period. In the event the pay received for this training is less than the compensation normally paid by the City, the employee will furnish proof of compensation received during the training period.

Section 19.2. If an employee who has at least ninety (90) days employment with the City enters military service, military leave without pay will be granted for the duration of the military service; however, an employee who re-enlists while on active duty, or a commissioned officer who voluntarily enters on extended active duty beyond that required upon accepting a commission, is not eligible for reinstatement.

Section 19.3. To be eligible for reinstatement, an employee must have been separated or discharged under honorable conditions, and apply for reinstatement within ninety (90) days after release from the service or hospitalization due to an in-service injury or illness which has not exceeded one (1) year. A photostatic copy of discharge or certificate of service must accompany all requests for reinstatement or reappointment, and reappointment shall be made within thirty (30) days after application is received by the Appointing Authority.

Section 19.4. The returning veteran will be entitled to benefits accrued during his/her absence, including:

- A. Amount of unused sick leave accumulated at the time of entering service;
- B. Credit for length of service including military service time for determining vacation time; however, vacation credit is not accrued during military leave;
- C. Automatic pay increases.

Section 19.5. If an employee covered by this Agreement dies while on military leave, his/her beneficiary shall be entitled to the sick leave cash conversion benefit set forth in Section 16.9.

ARTICLE 20

COURT/JURY DUTY

Section 20.1. All regular full-time employees covered by this Agreement, when called for jury duty by any court of record on a regular scheduled shift, shall receive his/her regular salary or wages from the City while serving on the jury. Any compensation received for jury duty (less personal expenses allowed) shall be remitted to the City within ten (10) calendar days after receipt.

Section 20.2. Upon receipt of notice, employees must provide the Chief of Police with court notification of call and service to jury duty.

Section 20.3. When an employee is required to appear in court for matters before a civil or criminal court pertaining to his/her personal life or actions, such appearances will either be considered leave without pay, use of vacation time, or use of personal leave time.

Matters which come under this type of unpaid court appearance include (but are not limited to) traffic court, divorce proceedings, custody, and appearing as directed by the court for juvenile proceedings.

ARTICLE 21

FUNERAL LEAVE

Section 21.1. Any employee who suffers a death of a spouse or child shall have up to five (5) workdays off which shall not be charged to sick leave or vacation leave and shall receive his/her regular salary or wages for the five (5) workday period. Any employee who suffers a death within the family, limited to grandchild, mother, father, sister, brother, legal guardian or other person who stands in the name of a parent (loco parentis), grandparent, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, shall have up to three (3) workdays off which shall not be charged to sick leave or vacation leave and shall receive his/her regular salary or wages for the three (3) workday period.

ARTICLE 22

HOLIDAY PAY AND PERSONAL LEAVE

Section 22.1. The following holidays are hereby established and each regular full-time employee shall be paid for such holidays at his/her assigned base rate of compensation:

- | | |
|--------------|----------------|
| 1. January 1 | New Year's Day |
|--------------|----------------|

| | |
|--|------------------------|
| 2. Third Monday in January | Martin Luther King Day |
| 3. Last Monday in May | Memorial Day |
| 4. July 4 | Independence Day |
| 5. First Monday after 1st Sunday in September | Labor Day |
| 6. November 11 | Veterans' Day |
| 7. Fourth Thursday in November | Thanksgiving Day |
| 8. Fourth Friday in November | Day after Thanksgiving |
| 9. December 24 | Christmas Eve |
| 10. December 25 | Christmas Day |

Section 22.2. Each Police Command Officer of the City working the scheduled day before or the scheduled day after a holiday specified in Section 22.1 hereof shall be paid for an additional eight (8) hour day for the week in which the holiday occurs.

Section 22.3. All holiday pay, as set forth in Sections 22.1 and 22.2 above, shall be considered separate and apart from all other employment conditions, and when an employee is required to work on the day observed as a holiday, he/she shall be entitled to time and one-half for such time worked, in addition to holiday pay. If an officer is called-in on a scheduled day off to work a holiday, the officer shall be entitled to double time for such time worked in addition to holiday pay.

Section 22.4. An employee shall have the option of taking either holiday pay or a day off in lieu of said pay for all holidays in Section 22.1 of this Article. The employee must declare this when putting in for each said holiday. Whether the employee decides to take time off or pay, said time or pay must be taken within twelve (12) months after said holiday. If the employee decides to take pay, that pay must be included in the paycheck covering the next full payroll period following the request.

Section 22.5. From time to time an employee may be faced with the need to be excused from work for personal matters that can only be resolved during working hours. To meet this need, each full-time employee shall receive seven (7) days of personal leave with pay each calendar year.

Section 22.6. Personal leave is to be taken at a time mutually agreeable to both the employee and the Chief of Police; however, every effort will be made to grant personal leave time at the convenience of the employee if such scheduling does not seriously hamper the Department's manpower coverage. Determination of whether scheduling does or does not seriously hamper the Department's manpower coverage, and granting exceptions to this Section, shall be within the discretion of the Chief. Not more than two (2) Command Officers may be off on personal leave on the same calendar day, provided that granting personal leave to the second Command Officer does not create overtime, nor leave the Department without the availability of a Command Officer during that calendar day. Absent an emergency, an employee wishing to use personal leave must request same at least forty-eight (48) hours in advance.

Section 22.7. Personal leave can be used between January 1 and December 31. Any unused time cannot carry over into the next year. Employees not using all their personal leave hours during the calendar year will receive payment for all unused hours at his/her base rate of pay on December 31. Payment will be made on the second pay period of the New Year.

Section 22.8. Personal leave time shall not be utilized in increments of less than one (1) workday.

ARTICLE 23

VACATION BENEFITS

Section 23.1. The City will not assume any vacation benefits earned in any previous employment, except as provided in Section 23.4.

Section 23.2.

- A. “Calendar Year” - a period of 365 days (or in leap year, 366 days) that begins on January 1 and ends on December 31.
- B. “Anniversary of Employment” - is the annual recurrence of the date of last hire.

Section 23.3. Vacation time is figured on the anniversary date of employment. Each employee covered by this Agreement shall earn and will be due vacation time according to the following schedule:

- 1. During the first year of service no vacation is granted, but the employee shall earn three and one-tenth (3.1) hours for each full biweekly pay period employed.
- 2. After one (1) full calendar year of continuous service through and including five (5) years, ten (10) days of vacation.
- 3. From six (6) years to and including ten (10) years of continuous service, fifteen (15) days of vacation.
- 4. From eleven (11) years to and including fifteen (15) years of continuous service, twenty (20) days of vacation.
- 5. From sixteen (16) years to and including twenty (20) years of continuous service, twenty-five (25) days of vacation.
- 6. From twenty-one (21) years of continuous service, thirty (30) days of vacation.

Section 23.4. Vacation service will be based upon service as a Rossford police and/or Command Officer, except that credit for up to four (4) years service given at time of hire for previous full-time Ohio peace officer service, or credit for service under Section 9.4G, will

apply to vacation eligibility. The amount of credit given shall be in writing, with a copy given to the newly hired employee, the Union, City Payroll/Personnel, and placed in his/her personnel file. Employees hired prior to January 1, 1994, shall receive up to four (4) years credit for vacation service based upon previous full-time Ohio peace officer service.

Section 23.5. Vacation time earned in a calendar year must be used between January 1 to December 31 of the following year.

Employees with less than eighty (80) hours of accrued vacation time must take their vacation.

All employees with more than one (1) full year of continuous service are required to take eighty (80) hours of vacation.

Employees who have six (6) or more years of continuous service, and who accrue more than eighty (80) hours of vacation time a year, have two (2) options:

OPTION NO. 1 - Take total accrued vacation time off.

OPTION NO. 2 - Take a minimum of ten (10) workdays' vacation time off and receive compensation for all accrued time in excess of ten (10) workdays. Cash payment for unused vacation time will be at the time a request is paid. Requests can be made for payment of vacation time in excess of ten (10) workdays, shall be anytime after January 1.

Vacation time cannot carry over into the next year. An employee will be paid for vacation time if emergency conditions exist that would prohibit the employee from taking vacation time within the calendar year.

Section 23.6. Vacation time shall not be utilized in increments of less than one (1) workday. Not more than two (2) Command Officers may be off on vacation on the same calendar day unless approved by the Chief, provided that granting vacation to the second Command Officer does not create overtime, nor leave the Department without the availability of a Command Officer during that calendar day.

ARTICLE 24

VACATION RIGHTS

Section 24.1. Upon separation from City Service an employee is entitled to compensation at his/her current rate of pay for all pro rata vacation earned but not used under Section 23.3.

Section 24.2. Vacation requests will be submitted to the Chief of Police by March 1st of each year, with the employee having the most seniority having first choice of vacation dates. However, if they are changed after March 1st, the employee listed for any date has the right to those dates regardless of seniority.

ARTICLE 25

LEAVE OF ABSENCE

Section 25.1. A leave of absence for a maximum of thirty (30) calendar days will be granted to an employee for a justifiable personal reason. The request will be submitted to the Administrator, through command channels, for his/her consideration. This provision does not apply to an employee's request of leave for other employment or to accept employment on a trial basis for this period.

Section 25.2. A minimum of five (5) calendar days' notice must be submitted to the City Administrator if said absence will leave the City with less than minimum manpower, otherwise forty-eight (48) hour notice will suffice. Leave of absence shall be limited to a minimum of one (1) day.

Section 25.3. Prior notice shall be waived if emergency conditions exist.

ARTICLE 26

LIFE INSURANCE

Section 26.1. The City agrees to provide each employee with Thirty-Five Thousand Dollars (\$35,000.00) term life insurance with a death and dismemberment by accidental means clause.

ARTICLE 27

HOSPITALIZATION

Section 27.1. The City will continue to pay the premiums for HMO Health Ohio or its equivalent for hospital and physician claims as well as prescription drugs. The coverage is contained in the present contract between the City and HMO Health Ohio. The present program shall provide a minimum of one hundred twenty (120) days with full maternity benefits, with dependant age to twenty-three (23) years old, and provide the employees with a vision program.

Section 27.2. The City will continue to provide employees with the present Family or Single Vision Care Plan.

Section 27.3. The City will continue to provide employees with a Family or Single Dental Plan.

Section 27.4. The City shall pay the monthly health care benefit premiums of each employee of the bargaining unit, not to exceed the amounts as set forth below for all coverages (i.e., hospitalization, dental, vision and prescription drugs):

MONTHLY HEALTH CARE PREMIUM CONTRIBUTIONS

| EMPLOYER | EMPLOYEE | MAXIMUM EMPLOYEE CONTRIBUTION PER MONTH |
|--|-------------------------------------|---|
| SINGLE -- NINETY PERCENT (90%) | SINGLE -- TEN PERCENT (10%) | \$100.00 PER MONTH |
| TWO-PARTY -- EIGHTY-FIVE PERCENT (85%) | TWO-PARTY -- FIFTEEN PERCENT (15%) | \$200.00 PER MONTH |
| FAMILY PLAN -- EIGHTY PERCENT (80%) | FAMILY PLAN -- TWENTY PERCENT (20%) | \$300.00 PER MONTH |

If the monthly health care premium for the employee exceeds the monthly cap as set above, the amount over the cap will be divided equally between the employer and the employee.

If the City pays more for health care coverage in any form or manner to or on behalf of any City employee, such payments shall also be payable to employees in this bargaining unit.

Section 27.5. During the duration of this Agreement, the portion of the monthly health care premiums to be paid by the employees shall be paid to the City by one (1) of the following methods:

- A. Automatic payroll deduction;
- B. Payment from the bargaining unit due on or before the tenth of each month.

Section 27.6. The City may change insurance carriers, self-insure or provide benefits through means such as a managed care system, HMO, or PPO, provided that substantially equivalent benefits are maintained. The insurance committee, by a two-thirds (2/3) vote, shall determine whether the suggested benefits are substantially equivalent. The bargaining unit shall be represented on the insurance committee by a command officer of the bargaining unit's choice.

ARTICLE 28

LIABILITY

Section 28.1. The City shall defend and indemnify employees in accordance with the provisions of Chapter 2744 of the Ohio Revised Code.

ARTICLE 29

COURT APPEARANCE

Section 29.1. All Command Officers of the Police Department who represent the City at a proceeding in courts of law while off duty shall receive compensation at the overtime rate for all time consumed, with a minimum of two (2) hours. If an employee's court appearance starts within two (2) hours of the end of his/her shift or ends within two (2) hours of the start of his/her shift, he/she will receive continuous time. Any fees paid by the courts of law shall be signed over to the General Fund of the City.

ARTICLE 30

APPROVED EXPENSES

Section 30.1. Regular full-time employees of the City may attend, at the expense of the City, any conference, seminar, school, convention or other meetings relating to municipal affairs. The request, showing the necessity and the desirability for the attendance and an estimate of the costs thereof to the City shall be made in writing to the Mayor and Municipal Administrator. All requests are subject to Council approval.

Section 30.2. Any person as set forth in Section 30.1 who is required and authorized by the City to travel by personal motor vehicle in and for the best interests of the City, shall, upon submission of an expense statement as set forth in Section 30.3, be paid at the currently approved IRS mileage rate for each mile traveled for such purposes.

Section 30.3. Any person as set forth in Section 30.1 who is duly authorized to travel away from his/her regular place of employment in accordance with the provisions of Section 30.1 shall, upon his/her return to the City, submit an itemized statement of expenses so incurred on forms furnished and prescribed for his/her use by the City. The City may, under certain circumstances, where travel is approved in accordance with Section 30.1, advance the estimated amount of costs for travel, including registration fees, transportation, lodging, meals, vehicle parking and toll road charges. Any amounts advanced by the City to a person for travel purposes which exceed the actual costs and expenses thereof, shall be returned to the City at the time of submission of the expense statement required herein, and any amounts expended by the person relating to City business, in addition to the amount of advancement, shall be paid to the person upon submission and approval by the City of the expense statement.

Section 30.4. The City shall provide employees full prior reimbursement of expenses incurred for meals and related tips while traveling on city business. Said reimbursement will be at the rate of Forty Dollars (\$40.00) per diem, which shall be allocated as Ten Dollars (\$10.00) for breakfast, Ten Dollars (\$10.00) for lunch, and Twenty Dollars (\$20.00) for supper. In order to obtain reimbursement at this per diem rate, the employee need not furnish a receipt. Employees shall not be reimburse for any meals that are provided as a part of the conference or meeting being attended.

ARTICLE 31

UNIFORM ALLOWANCE

Section 31.1. The City shall establish for the benefit of each Command Officer regularly employed on a full-time basis a uniform account.

The City shall pay into the individual uniform accounts on the basis of the following schedule:

- A. Upon employment of a new command officer, the City shall supply the prescribed uniform items and will be the City's full contribution for the first year.
- B. Beginning with the calendar year following a Command Officer's employment, the City shall place to the credit of each individual uniform escrow account an additional sum of Four Hundred Dollars (\$400.00) per year for the purpose of replacing worn items of the prescribed uniform. The maximum amount allowed in any individual Command Officer's account shall be no more than One Thousand Dollars (\$1,000.00).

In the case where the command officer's employment during the first year was less than twelve (12) full months, then the amount credited in the second year shall be prorated at the rate of Thirty-four Dollars (\$34.00) per month for each full month of employment during the first year.

The balance in each individual uniform escrow account shall be carried over from year to year, but not to exceed One Thousand Dollars (\$1,000.00). When an officer leaves the department for any reason, the balance of his/her escrow account shall be turned over to the City's General Fund.

- C. All expenditures under the provisions of subsection "A" and "B" must be authorized by the Chief of Police or the City Administrator, and payment in all cases shall be made directly to the vendor supplying the uniform item or services in connection therewith.
- D. The City may substitute used items for new uniform items in lieu of an amount based on a fair market value of each item. In determining the fair market value, allowances will be made for:
 - 1. Reasonable costs of alterations needed to fit the individual officer;
 - 2. Straight-line depreciation based on original cost and expected life of new items;
 - 3. Allowances for any unusual wear.

- E. All uniforms will remain the property of the City and must be returned in acceptable condition to the City upon termination of employment. Failure to comply shall be cause for deducting reasonable value of uniform items from monies otherwise due the officer.
- F. The City shall provide for a new bullet-resistant vest, which shall be a Second Chance Ultima Level II or its equivalent, in the event the vest is no longer serviceable, the vest's warranty expires, or five (5) years time has elapsed since the vest's manufacture date, whichever occurs first. Such expense shall not be charged to the officer's uniform escrow account.

Section 31.2. An amount of Two Hundred Twenty-Five Dollars (\$225.00) shall be paid each police officer annually on the first pay period after January 1st. The purpose of this lump sum payment is to provide the normal maintenance and repair of uniform items, which includes normal dry cleaning and laundry.

Section 31.3. The City Administrator shall be authorized to adopt such rules and regulations concerning the administration of this Article as he/she deems necessary, not inconsistent with the provisions of this Article.

Section 31.4. Any changes in the current prescribed uniform items deemed necessary and required by the City and requiring additional expense will initially be paid by the City and shall not be deducted from the officer's individual uniform escrow account.

ARTICLE 32

SENIORITY

Section 32.1. A seniority list shall be posted so that it may be viewed by all Union members. The list shall contain seniority number, name, and date of seniority. Seniority shall be determined by the last date of hire into the Rossford Police Command Unit. In the event that two (2) officers have the same date of hire into the Command Unit, seniority shall be determined by length of continuous service in the Rossford Police Department. In the event the above two (2) criteria do not determine relative seniority among Command Officers, those Command Officers who are "tied" shall determine their relative seniority by lot.

The seniority list shall contain the date posted and the final date for appeal. The time period for appealing a position on the seniority list shall not be less than fifteen (15) calendar days from the date of posting.

ARTICLE 33

OFF-DUTY EMPLOYMENT

Section 33.1. An employee of the Rossford Police Department who wishes to serve public or private organizations on various types of police duty may use any City issued

equipment while in the City of Rossford. A Command Officer may contract with any outside agency as to off-duty employment with the approval of the City Administrator, however, if the employee contracts with an agency outside the corporation limits, the Rossford insignia, uniforms or any other City equipment will not be used, unless approved by the Chief of Police, providing further that when contracting with an agency outside the corporation limits, the officer will provide proof that the employer has liability and workers compensation coverage for the employee.

ARTICLE 34

CORRECTIVE ACTION AND PERSONNEL FILES

Section 34.1. No employee shall be reduced in pay or position, suspended with or without pay, or disciplined or discharged except for just cause. If a Probationary Command Officer is discharged, he/she returns as a patrol officer and is covered under the patrol officers' contract. A discharge for cause will be subject to the Patrol Officers' Agreement's grievance procedure. A Probationary Command Officer's demotion to patrol officer is not grievable.

The City agrees to utilize the principle of progressive discipline in all but the most serious offenses.

Section 34.2. No employee shall be summarily discharged or suspended without pay. Prior to an employee being discharged or suspended without pay, he/she shall be first suspended with pay for not more than three (3) of his/her scheduled workdays. During the aforementioned three (3) days suspension with pay, an investigation and joint fact finding meeting will be conducted, unless rescheduled by mutual agreement of the City and the Union. The investigation and joint fact finding meeting will be conducted by the City's Administrator. Following the fact finding meeting, but in no case later than three (3) calendar days following the fact finding meeting, the City will notify the employee and the Union as to the final disciplinary action, if any, to be taken. Such notification will be verified in writing.

If the Union decides to grieve the decision, the terms and conditions of the Grievance Procedure will be followed starting with Step 2 of the Grievance Procedure, and the written answer provided here shall have the same effect as the grievance answer provided for in Step 1 of the Grievance Procedure.

Section 34.3. The City shall notify the steward, provided one is working at the time, and the employee of all suspensions with pay at the time the action is taken. Notice of discipline or suspensions pending a fact finding meeting shall be given to an absent employee by regular mail and shall be effective upon posting.

Section 34.4. Copies of all disciplinary actions will be mailed to the Union's Director within a reasonable period of time after being issued.

Section 34.5. It is recognized by the parties that the City must prescribe regulations for the custody, use and preservation of the records, papers, books, documents, and

property pertaining to the City, and must comply with the requirements of Ohio's Public Records Law.

Section 34.6. For the duration of this Agreement, and any extension thereof, if a member, upon examining his/her personnel file, has reason to believe that there are inaccuracies in those documents to which he/she has access, the member may write a memorandum to the Chief or his/her appropriate representative explaining the alleged inaccuracy. If, upon investigation, the Chief sustains such allegation, he/she shall do one of the following:

- A. The member's memorandum may be attached to the material in question and filed with it, and the Chief or his/her representative shall note thereon his/her concurrence; or
- B. The Chief or his/her representative may remove the inaccurate material from the personnel file if he/she feels that its inaccuracies warrant such removal.

Section 34.7. For the duration of this Agreement and any extension thereof, any material placed in a member's personnel file, after the effective date of this Agreement, which is not legitimately excluded from review by the member, may be reviewed. If such material is not inaccurate (see Section 34.6 above) but the member feels that clarification of the circumstances surrounding the writing of such material is necessary, the member may submit to the Chief or his/her representative a written, clarifying or explanatory memorandum not to exceed one (1) page in length. Should the memorandum not contain derogatory or scurrilous matter regarding the administration or any other employees, the Chief will immediately have such memorandum attached to the material to which it is directed and placed in the member's personnel file.

Section 34.8. Except as otherwise provided by law or in this Article, and except for management employees or their agents who have a legitimate need to see employee personnel files, such files shall not be available for review by anyone without prior, written authorization for such by the employee whose file or information therein is requested. Further, no information in an employee's personnel file will be shared with anyone outside of the City except name, place of employment and job classification, without the prior, written authorization of the employee involved except as provided by law.

Section 34.9. Records of any reprimands will cease to have any force and effect and shall not be used in any grievance or arbitration proceedings one (1) year after the effective date of the reprimand providing there are no intervening disciplinary actions during the period. Records of any suspension of less than three (3) working days will cease to have any force and effect and shall not be used in any grievance or arbitration proceedings two (2) years after the effective date of the suspension providing there are no intervening disciplinary actions during the period. Records of any suspension of three (3) or more working days will cease to have any force and effect and shall not be used in any grievance or arbitration proceedings four (4) years after the effective date of the suspension providing there are no intervening disciplinary actions during the period. Discipline that ceases to have any force and effect in accordance with this section shall be removed from the employee's personnel file and shall be destroyed, unless prohibited by law.

ARTICLE 35

APPLICATION AND INTERPRETATION OF WORK RULES, POLICIES, AND DIRECTIVES

Section 35.1. The Union recognizes that the City, in order to carry out its charter and statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures and directives consistent with statutory authority, to regulate the personal conduct of employees and the conduct of the City's services and programs.

Section 35.2. The parties recognize that it is the philosophy of the City that, to the extent possible, employees will be put on notice, in writing and in advance of any alleged violations, of the conduct expected of them by the City and by their fellow workers. The parties further understand that it is the interest of the City to protect the rights and well-being of all employees of the City, while not unduly restricting the generally accepted individual rights of any employee. Therefore, the City will promulgate certain written work rules in an attempt to establish standards of personal conduct that must be maintained in order to protect every employee's right to be treated with dignity and respect while effectively carrying on the City's programs.

Section 35.3. The City agrees that, to the extent any work rules have been or will become reduced to writing, every member shall have access to them for the duration of this Agreement. Copies of newly established written work rules or amendments to existing work rules will be furnished to and discussed with the Union at least five (5) working days, excluding Saturdays and Sundays, prior to the effective date of such rules or amendments. Any work rules that may conflict with this Agreement shall be subject to Grievance Procedure.

Section 35.4. It is the City's intention that work rules, policies, and directives are to be interpreted and applied uniformly to all employees under similar circumstances. Of course, any member against whom such rules, policies, and directives are enforced may challenge the reasonableness or uniformity of their application or interpretation by way of the Grievance Procedure in this Agreement.

ARTICLE 36

FITNESS/WELLNESS

Section 36.1. The City may require an annual physical examination. If the City requires a physical exam, the City will select the physician and the City shall pay all costs of such physical not covered by health insurance. If the City requires the physical to be taken other than during the employee's scheduled workday, the City will pay the employee four (4) hours at his/her regular rate of compensation.

Section 36.2. The City shall schedule said annual physical examination at a time mutually agreed upon between the Chief of Police and the employee, or by prior written notice of at least five (5) days to the employee.

ARTICLE 37

MISCELLANEOUS

Section 37.1. All benefits and rights previously granted by ordinance inconsistent herewith are hereby canceled and this Agreement contains all benefits and rights applying to the Command Officers covered by this Agreement. Any additional benefits desired or requested will be negotiated before being granted to the members of the bargaining unit.

Section 37.2. Command Officers newly hired on and after April 1, 1997 must reside within ten (10) miles of the Rossford Police Station within six (6) months of completion of the probationary period.

Section 37.3.

- A. Promotional competitive lists and promotions will be governed by rules of the Civil Service Commission of the City of Rossford and by the Rossford City Charter, the laws of the State of Ohio, and applicable federal laws.
- B. An employee who is transferred or is promoted to a job outside the bargaining unit, but still remains an employee of the City of Rossford, will retain but cease to accumulate bargaining unit seniority. However, an employee who has transferred or promoted to a job outside the bargaining unit but still remains an employee of the City of Rossford, in order to fill a temporary vacancy of six (6) months or less, shall continue to collect bargaining unit seniority for up to six (6) months or the duration of the temporary vacancy, whichever is lesser.
- C. Employees filling temporary vacancies outside the bargaining unit shall return to the bargaining unit at the end of the six (6) month period or at the end of the temporary vacancy, whichever occurs first, without loss of seniority. In the event that a former bargaining unit member with “frozen” seniority is removed from his/her position, except for cause or through retirement, the affected individual has the option of returning to the bargaining unit as a Command Officer. If the employee’s “retained unit” seniority is sufficient, the returning employee shall displace the least senior Command Officer in the bargaining unit and will work the shift and schedule of said displaced least senior employee.

ARTICLE 38

FAMILY AND MEDICAL LEAVE ACT (FMLA)

Section 38.1. Notwithstanding any provision to the contrary, and upon thirty (30) days' advance notice where foreseeable, employees who are eligible may take up to twelve (12) workweeks of unpaid leave during any year beginning with the first day of FMLA leave taken as provided under FMLA and its regulations. Such leave may be taken for the following reasons: (1) to care for the employee's newborn child; (2) adoption, or foster care of an employee's newly placed child; (3) to care for a spouse, son, daughter, or parent with a serious health condition; (4) for the employee's own serious health condition that renders the employee unable to perform one or more of the essential functions of his/her job, or (5) to care for any IRS qualified dependent.

Section 38.2. Except as provided in Section 17.1, FMLA leave shall run concurrently with any paid leave available under this contract. Upon an employee's request for leave and providing the employer with sufficient information, the employee will be notified whether the requested leave is FMLA qualifying. Under normal circumstances, this notification will be provided within two (2) business days after the employer is given information sufficient to determine whether the employee's requested leave is FMLA qualifying. The employer may exercise any discretion provided to it under the FMLA and its implementing regulations, including, but not limited to, the right to designate as FMLA leave any paid leave which also qualifies as FMLA leave, and to recover premiums paid on behalf of an employee who fails to return to work after the FMLA leave.

Section 38.3. The Employee will be entitled to have his/her insurance coverage continued under Article 27 if the employee elects and is eligible for leave pursuant to the Family and Medical Leave Act for the period of FMLA eligibility.

ARTICLE 39

PROBATIONARY COMMAND OFFICERS

Section 39.1. The position of probationary command officer may be filled pursuant to Charter authority. The probationary Command Officer (Sergeant) will be paid as specified in Section 9.1.

Section 39.2. Probationary Command Officers may join the Union at their choice. All matters in the contract shall pertain to probationary Command Officers unless otherwise specified. The laws of the State of Ohio shall be followed as they relate to the dismissal of a probationary Command Officer.

Section 39.3. Hospitalization and medical insurance premiums for probationary officers shall be paid the same as for regular full-time command officers.

Section 39.4. The City shall pay for all schooling at an accredited school that is required by State law or any schooling recommended by Council for probationary Command Officers.

Section 39.5. All probationary Command Officers shall be subject to a one (1) year probationary period. The probationary status shall be reviewed at six (6) months by the Chief of Police and the City's Administrator. After the successful completion of the probationary period, the employee shall be appointed as a regular full-time police Command Officer.

Section 39.6. On promotion of a probationary Command Officer to a regular Command Officer, the Command Officer shall receive compensation as indicated in Section 9.1.

Section 39.7. Probationary Command Officers with previous Command officer experience may, at the option of the Chief at the time of hire as or promotion to probationary Command Officer, be given credit for up to four (4) years of such service.

ARTICLE 40

EDUCATIONAL REIMBURSEMENT

Section 40.1. The City shall reimburse regular employees who have completed their probationary period for tuition and book costs at an accredited college or university for courses that are related to the employee's job duties or are part of the curriculum associated with a degree that is related to the employee's job duties. Such course work must be approved as job-related prior to enrolling by the employee submitting a description of the course to the Chief of Police. The City shall reimburse the cost of tuition and books for no more than two (2) courses per semester for the entire bargaining unit, and these costs will only be reimbursed upon the documented presentation of a grade of "IC" or 2.0 or better. However, if there are courses available in the Patrol Officers' Bargaining Unit which have not been used in a semester, Command Officers will be reimbursed for any unused course, provided all other requirements of this section are fulfilled.

Section 40.2. An employee who leaves employment with the City within two (2) years of completing a course for which he was reimbursed shall be obligated to repay the City in full for any such reimbursed tuition and book expenses.

ARTICLE 41

DURATION OF AGREEMENT

Section 41.1. This Agreement shall become effective January 1, 2007, and shall continue in full force and effect until December 31, 2009, and from Agreement year to Agreement year thereafter unless either party hereto shall, on or before sixty (60) days prior to the conclusion of this Agreement year, give notice to the other party, in writing, of a desire to

change, alter or amend any portion of this Agreement. The parties may mutually agree, in writing, to extend the Agreement for a certain period while a new Agreement is being negotiated.

ARTICLE 42

EMPLOYEE'S BILL OF RIGHTS

Section 42.1. Employees shall be entitled to the following rights:

- A. An employee has the right to be represented by counsel or representatives of the Union and the right to cross-examination of witnesses at all disciplinary hearings before the City. The Union shall have the right to attend any such hearing involving an employee covered by the Agreement.
- B. An employee who is the subject of and is to be questioned in any departmental investigation involving charges of a criminal nature shall be advised of his constitutional rights before any questioning starts and shall be entitled to have a representative of the Union present.
- C. Any questioning, interrogating or interviewing of an employee shall occur at a reasonable hour, preferably while the employee is working, unless circumstances make it impracticable to conduct the investigation while the employee is on duty. Interrogation sessions shall be for reasonable periods of time, and time shall be allowed during the questioning for rest periods or for other physical necessities. The same practices apply when an employee is to be interviewed in an investigation of any other member of the Police Department.
- D. The employee shall be informed of the nature of the investigation prior to any questioning and the factual circumstances surrounding it.
- E. When a single anonymous complaint is made against an employee and there is no corroborative evidence of any kind, the employee accused shall not be required to submit to interrogation or make a report. If a complaint is made against an employee, the employer shall require the complainant to reduce the complaint to writing prior to the filing of any disciplinary charges.
- F. There shall be no press release by the employer or the Union regarding the employee under investigation until the investigation is completed and the employee is either cleared or charged.
- G. No evidence shall be obtained in the course of the internal investigation through the use of administrative pressures, threats or promises made to the employee, so long as the employee answers the questions posed during the investigation.
- H. No polygraph examination or voice print test will be administered except upon forty-eight (48) hours prior notice.

- I. An employee who has been charged with a violation of any department policy, rule or regulation shall, upon request, be provided the opportunity to obtain copies of transcripts, recordings, written statements and any other material relating to the charges as a condition of its use at a hearing on such charge. Such requests must be made not less than twenty-four (24) hours prior to the scheduled hearing.
- J. All investigations will be conducted in as timely a manner as possible taking into account the nature of and circumstances surrounding the investigation. Investigations shall ordinarily be conducted by an employee at the same or higher rank than the employee being investigated, unless it is not feasible to do so.
- K. Once a disciplinary investigation has been completed the employee who is the subject of the investigation shall be notified in writing of the final disposition of the investigation.

Section 42.2.

- A. A violation of an employee's rights under this Article shall in no way result in an employee being immune from discipline; and
- B. A claimed violation of an employee's rights under this Article shall be subject to the Grievance Procedure beginning at Step 2.

Signed at Rossford, Ohio, this _____ day of _____, 2008.

FOR THE CITY OF ROSSFORD

**FOR THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION**

Mayor

Administrator