

**AGREEMENT**

**BY AND BETWEEN**

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

**(Patrol 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, hereinafter referred to as the “Union” for the benefit of the members of the bargaining unit certified in SERB Case No. 90-REP—09-0208.

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. In the event the parties are unable to reach agreement on the replacement language for the invalidated section(s), the parties shall follow and be bound by the provisions of Section 4117.14 of the Ohio Revised Code to ultimately decide upon the replacement language.

Section 1.3. In the event of enabling legislation during the life of this Agreement or any extension thereof, to include matters subject to collective bargaining which were not included on the effective date of this Agreement, the parties shall commence negotiations on these new matters not later than thirty (30) calendar days from receipt of a notice of intent to negotiate regarding such new matters by either party. If an agreement is reached as to these new matters, it shall be reduced to writing, signed by the parties, and incorporated herein.

Section 1.4. The terms of this Agreement shall become effective following the approval of the City Council for the agreement period and any extensions thereto, 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; 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 AND DUES DEDUCTION**

Section 3.1. The City recognizes the Union as the sole and exclusive representative of the members of the bargaining unit described in SERB Case No. 90-REP-09-0208 as to all matters as specified in Section 4117.08 of the Ohio Revised Code. The City will do nothing to discourage or prevent any employee from membership in the Union; however, an employee is not obligated to join the Union.

Section 3.2. 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 3.3. 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.

Section 3.4. The Fair Share Fee amount shall be certified to the City by the appropriate financial officer of the Union before February 15th 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 3.5. 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 3.6. Payment to the Union of Fair Share Fees shall be made in accordance with 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 4

### **REPRESENTATION**

Section 4.1. The City agrees that no more than two (2) representatives of the Union shall be admitted to the City's facilities and work sites during working hours upon adequate notice to the City. Such visitation may be for the purpose of ascertaining whether or not this Agreement is being observed by the parties, to participate with the City in the discussion of problems, to process and participate in the adjustment of grievances, and to attend other

meetings. The Union agrees that such activities shall not interfere with the normal work duties of employees except to the extent authorized by the Administration and/or Police Department command.

Section 4.2. The City Administrator and/or Chief of Police or their designated representative will meet as often as necessary, so long as the number of meetings requested is reasonable, upon written request of the Union at mutually agreed times and places with representatives of the Union, and not more than three (3) Union representatives. The purpose of such meetings shall be to discuss the contents of the written agenda submitted.

As a courtesy and to facilitate the adjustments of work schedules, the Union representatives will personally notify immediate supervisors of the dates and times of such meetings, immediately upon the parties reaching mutual agreement as to the date and time of any such meeting.

Written responses promised by the City Administrator or the Chief or their representative during such meetings to items raised by the Union representatives will be submitted to the Union's top representative who attended such meeting within fourteen (14) calendar days after such meeting, unless the parties mutually agree to a time extension.

The Union representative also agrees to respond in writing with the same time constraints if such response is requested of the Union.

Should these meetings start before or extend beyond member's representatives regularly scheduled straight time hours on the day in question, the City shall not be obligated to pay overtime for such additional hours.

This Section 4.2 refers only to the formal meetings between the City and the Union's representatives. Nothing in this Section 4.2 is intended to prohibit additional, informal meetings between the City and the Union representatives where there is mutual agreement of the necessity of such meetings.

Section 4.3. Meetings of the Union will be permitted on City property. Officers on duty may attend, but are subject to calls, and shall answer any call that comes in during the meeting. The maximum allowable time for officers on duty to be in attendance at these meetings is one (1) hour per month unless permission is granted by the Chief.

Section 4.4. Duly elected Union delegates or alternates to conventions or conferences of the National Association of Police Organizations shall be granted time off without pay for purposes of attending such functions. The Union shall give the City at least one (1) calendar months written notice of the members (up to a maximum of two (2) at any one time), who will be attending such function or functions. Any bargaining unit member who might be elected to the State Executive Board of the Union shall receive time off to attend Union functions, provided appropriate notice as stated above is given to the City. Delegates may use vacation time or personal leave time while attending said functions.

Section 4.5. The City and the Union agree to meet prior to commencing negotiations to establish ground rules for negotiations. The ground rules will affix the specific number of representatives and professional staff.

## **ARTICLE 5**

### **NONDISCRIMINATION**

Section 5.1. 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 this Agreement shall apply equally to both male and female.

## **ARTICLE 6**

### **MANAGEMENT**

Section 6.1. 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 the following: to perform all functions required of the City by charter, statute or ordinance; to set standards for services to be offered to the public; to exercise control and discretion over the City organization; the hiring and direction of the work force; the right to plan, schedule, direct and control all City operations; to establish, enforce and communicate reasonable work and safety rules, including rules pertaining to laboratory testing for drugs and alcohol; to relieve employees from duty for legitimate reasons; to schedule work and determine the size of work crews and number of employees necessary to perform assignments; to establish new jobs, abolish, combine and/or change existing jobs and/or assignments within those jobs; to increase or decrease the number of jobs, departments and/or shifts; to control and regulate all equipment and other property; to determine the quality and quantity of the work to be performed; to determine what work or portions thereof will be performed by City employees or purchased elsewhere and to contract and/or subcontract work (provided no bargaining unit employees are laid off or have had their regularly scheduled hours reduced due to economic reasons) ; to determine employee skill, ability, and overall qualifications; to determine 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 including, but not limited to, tests for drugs and/or alcohol during an annual physical or on a probable cause basis; and for just cause to suspend (with or without pay), demote, discipline or discharge employees. To the extent that any management function is limited by a specific provision of this Agreement, alleged violations are subject to the grievance procedure contained herein.

Section 6.2. The City and the Union recognize that the above-enumerated management rights are reserved to the City, subject only to the specific provisions found in this Agreement. For the life of this Agreement, the Union voluntarily and unqualifiedly waives the

right, and agrees that the City shall not be obligated to bargain collectively with respect to its right to the exercise of any or all of the above-listed management rights. The City and the Union agree that the exercise of the above-listed rights by the City shall not be subject to in-term collective bargaining.

**ARTICLE 7**

**NO STRIKE - NO LOCKOUT**

Section 7.1. The City and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Rossford. Therefore:

- A. The Union agrees that neither it, its officers, agents, representatives or members will authorize, instigate, cause, aid, condone or participate in any strike or work stoppage, by its members or other employees of the City for the duration of this Agreement.

When the City notifies the Union by telephone, verified by certified mail or receipted for hand delivered mail, that any of its members is engaged in any strike activity, the Union shall immediately order such members to work. If the Union notifies striking employees that they are required to return to work within twelve (12) hours of notification by the City and they refuse, they then become subject to the provisions of Section 4117.01 et seq., Ohio Revised Code. Upon the Union fulfillment of this requirement, the City shall hold the Union harmless from any liability for violating this Section.

- B. The City agrees that neither it, its officers, agents or representatives individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union.

**ARTICLE 8**

**WAGES**

Section 8.1. 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	-0-	6 Mos.	1 Year	2 Year	3 Year
1/1/2007	\$17.21	\$18.48	\$19.75	\$21.00	\$22.25
1/1/2008	\$17.73	\$19.03	\$20.34	\$21.63	\$22.92
1/1/2009	\$18.26	\$19.60	\$20.95	\$22.28	\$23.60

Officers hired after December 31, 1993, at the option of the Chief, may be given credit at the time of hire for up to three (3) years for previous full-time service as an accredited peace officer.

Receipt of such credit does not eliminate probationary period. 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.

Section 8.2. 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 8.3. 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.

Section 8.4. When a senior patrol officer, one who has completed two (2) years of service as a police officer, is in charge on a bid shift in lieu of a command officer, the patrol officer shall receive the starting rate of Sergeant per hour for the hours the patrol officer is in charge, provided a minimum of four (4) hours of work in such position is performed.

## **ARTICLE 9**

### **HOURS AND OVERTIME**

Section 9.1. The workday shall consist of twenty-four (24) hours, beginning at the time the Employee starts to work on that day. The normal work period will be a fourteen (14) day, biweekly period starting on Monday day shifts and ending on the fourteenth (14<sup>th</sup>) day midnight shift of each pay period. Road Patrol employees will be scheduled to work four (4) days on and two (2) days off. The employer will establish three (3) shifts as set forth in Section 11.3. The normal workday for such employees shall be eight hours and thirty minutes. Employees shall receive all Holiday pay as outlined in Article 22.

Section 9.2. [Effective through January 4, 2009.] Time and one-half the regularly hourly rate will be paid for all work performed over the normally scheduled hours of regularly paid work in any one (1) day. Road Patrol 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 regularly 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. Road Patrol 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 9.3. An employee who has worked overtime shall if he/she elects be allowed to receive compensatory time at the overtime rate, in lieu of pay provided he/she 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, then he/she shall be paid for all such hours in excess of fifty-six (56) hours in the next regular paycheck 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 9.4. All City and State mandated and scheduled training, 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 work. All City and State mandated and scheduled training, 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. The City may change an employee's schedule so as to schedule training at the straight time rate. For all of the aforementioned training, the City shall pay tuition and provide transportation or pay for transportation at the currently approved IRS mileage rate for each mile traveled for such purposes. The City has the right to approve in advance all training for which it will pay.

Section 9.5. Whenever the City changes an employee's shift or the 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 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.

Section 9.6. 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 (1) resulting in the most earnings to the employee shall be used.

Section 9.7. Any employee who is called back to work at times other than his/her regularly scheduled starting time or any scheduled overtime shall complete the work for which he or she was called back and shall be paid an amount equal to two (2) hours pay at the applicable rate or time actually worked at the applicable rate, whichever is greater. 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 an employee's regular work schedule.

Section 9.8. Standby pay is defined as payment for an assignment which requires an employee to be available on a continuous basis during his/her normal off-duty hours. An

employee on standby must be available to return to work upon appropriate notice. Employees on standby may continue normal daily activities, but must be able to be reached, by telephone or otherwise, so that they may be quickly dispatched to work.

The employees on standby for an off-duty day will be paid a maximum 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/her next scheduled shift. Standby pay will cease upon the employee reporting for his/her regular work shift or if called back to work under the provisions of Section 9.7 of this Article. Standby opportunities shall be equally rotated among all employees.

Section 9.9. The parties recognize the need for special assignments within the police department. The assignments shall be based on a forty (40) hour flexible work schedule to meet additional needs within the department. Each assigned officer shall be compensated at time and one-half his/her base rate of pay for all hours worked over forty (40) hours per week. Overtime shall be determined by applicable Articles of this Agreement.

## **ARTICLE 10**

### **ROTATION OF OVERTIME OPPORTUNITIES**

Section 10.1. 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 10.2. 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 carry over of overtime from one year to the next.

Section 10.3. 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 patrol officer is absent, overtime shall be offered in the following manner:

1. Every attempt shall be made to fill the entire shift with a patrol officer before splitting the shift. In this event, the entire shift may be offered to part-time patrol officers, provided that such assignments are not made in such a manner as to consistently deny particular officers overtime opportunities. If the shift is not filled with a part-time patrol officer, it shall be filled with a regular, full-time officer, and the method of filling the shift is set out in Section 10.1.
2. If the entire shift remains unfilled after being offered to patrol officers, the full shift shall be offered to command officers according to Section 10.1.
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 patrol officers on the preceding and following shifts according to Section 10.1.
4. If one or both of the one-half shift increments in the shift remain unfilled after being offered to patrol officers, the one-half shift increments shall be offered to command officers on the preceding and following shifts according to Section 10.1.
5. As a last resort, the least senior patrol officer of the preceding shift shall be required to work the one-half shift over his/her regular shift, and the least senior patrol 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 10.4. 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 11

### **TRADING OF SCHEDULES**

Section 11.1. The trading of shifts or days off may be permitted upon the approval of the Chief of Police, or his designee, so long as:

- A. Each of the employees involved in the trade are trading scheduled shifts or days off during the pay period in which the trading is requested;
- B. Each of the employees involved in the trade have agreed to trade;
- C. No overtime opportunities are directly or indirectly created by the trade;
- D. Each of the employees involved in the trade are trading their own scheduled shifts or days off; and
- E. The trade does not, in the opinion of the Chief of Police, or his designee, compromise the mission, efficiency, effectiveness or economics of operation of the Police Department.

Section 11.2. Requests for trading of shifts or days off will be in writing and will include the signatures of both of the officers involved and a statement of the day or days involved in the trade. The written request will be provided to the Chief of Police or his designee at least three (3) workdays prior to the first change requested, unless the three (3) workday requirement is waived by the Chief or his designee.

## ARTICLE 12

### **BIDDING OF SHIFTS**

Section 12.1. On or before October 15 of each calendar year, the Chief shall bid shift placement on all job openings to maintain minimum manpower on each shift. Each employee shall have the opportunity to select, by seniority, the shift or shifts on which he/she will work during the coming year. The procedure to be used will be as follows:

- A. There shall be three (3) regular shifts; day shift, afternoon shift, and midnight shift. The starting and ending times of each shift will be determined by the Chief of Police or his designee.
- B. Once each year, on or before October 15, shift placement will be bid for the coming calendar year. On a form provided by the City, each employee will designate, in order of preference, which regular shift he/she desires to work during each of three (3) four (4) month periods that the calendar year will be divided into.

- C. The employee(s) having the greatest seniority will be assigned to the shift or shifts, subject to B above, that they have designated as their first preference. Employees not having enough seniority to be placed according to their first preference will be placed according to their second preference, subject to B above. Said schedules will be posted/distributed before December 15 for the coming year.

Section 12.2. 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 designated 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 12.1 of this Article, by mutual agreement between the employee and the City;
- D. To fill a permanent vacancy in accordance with Section 12.4 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 12.3. Officers may be used as floaters for three (3) years from their date of hire. Such floaters will be assigned a shift according to their preference and seniority, but may be used as "floaters" to "fill in" for vacancies including, but not limited to, vacancies created by vacations, injury leaves, sick leaves, absences caused by training, personal leaves of absence, etc. The City shall give said least senior employees five (5) calendar days notice of any shift schedule change and will assign the employee to the new shift schedule for at least one (1) week of work.

The City and the Union recognize that circumstances may necessitate the rescheduling of a floater's shift in order to fulfill specific needs and/or special programs within and outside the Department. A minimum of five (5) calendar days written notice will be required and provided to the floater affected by work schedule change, except where changes are necessitated by emergency situations.

If there is a layoff in the Department, the number of employees that may be used as “floaters” will be reduced by the number of employees laid off. There is no limit on the number of such floaters.

Section 12.4. As used in this Article, a permanent vacancy occurs in the Patrol Officer’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 rebidding 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.

The shift vacancy will be posted on the main employee bulletin board in the Police Department for five (5) calendar days. The job posting will state the schedule for the remainder of the calendar year that is being bid as well as the date and time of the posting. Interested employees may sign the shift vacancy bid sheet. The shift vacancy bid sheet will be removed at the end of the five (5) day period, and as soon as possible the shift vacancy will be filled by selecting the employee who has the greatest seniority and has signed the shift vacancy bid sheet. In the event that an employee is off work for an authorized reason, upon return to regular duty, the employee shall have the right to bid on the shift vacancy, provided said bid for a shift vacancy is submitted in writing to the Chief of Police within five (5) days after the employee’s return to work. The successful bidder will be moved to the shift vacancy on the Monday following the award of the bid. Five (5) days of notice need not be given to the successful bidder prior to changing that employee’s shift.

In the event that no one bids on the posted shift vacancy, or in the event the vacancy is not a permanent vacancy, the City may fill the shift vacancy for the remainder of the calendar year by changing the shift assignment of the least senior employee working in the Department and not scheduled on the same shift as the vacancy.

## **ARTICLE 13**

### **GRIEVANCE PROCEDURE**

Section 13.1. 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 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 13.2. The Union will designate not more than two (2) officer representatives (stewards) plus one (1) officer coordinator (chief steward). 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 and their respective jurisdictional areas 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 13.3. 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 13.4. 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 there under, 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 13.5. 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, at any step beginning with Step 2, where a response is not forthcoming within the specified time limits, proceed immediately 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 vacated.
- F. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.
- G. Once a grievance is approved at Step 2 or above, the grievance shall be concluded based upon that approval.

Section 13.6. 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 13.7. Nothing in this Article 13, Grievance Procedure, is intended to deny any Union member any rights available at law to have redress of his/her legal rights, including the right to appeal to the Rossford Civil Service Commission where that body has jurisdiction. However, an employee must elect as his/her remedy the provisions under Section 124.34 and/or Section 737.12 of the Ohio Revised Code or other such legal actions, prior to invoking Step 3 of the Grievance Procedure, provided in Section 13.6 of this Article. Should a member elect to pursue his/her remedy under the Ohio Revised Code or other appropriate legal action, he/she is thereafter denied the remedy of the Grievance Procedure provided herein.

Section 13.8. 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 13.6 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 13.6 can be waived.

Section 13.9. 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 14

### ARBITRATION PROCEDURE

Section 14.1. If a grievance is not settled through the Mayor's written answer provided for in Article 13, Section 13.6, 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 Article 13, Section 13.6, 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 14.2. 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 14.3. The hearing shall be conducted pursuant to the then current "Rules of Voluntary Labor Arbitration" of the American Arbitration Association.

Section 14.4. 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 the grievant, the parties shall share equally the above-noted fees and expenses.

Section 14.5. 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 15

### SICK LEAVE

Section 15.1. Sick Leave Benefit. Paid sick leave is a benefit earned and accrued by all full-time City employees.

Section 15.2. Crediting of Sick Leave. All employees shall accrue sick leave at the rate of 4.6 hours for each full biweekly payroll period, 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 15.3. 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 15.4. 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 15.3 above, for the following reasons:

- A. Illness, nonoccupational 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 because of serious hardship to the employee's family. Attendance to the immediate family member at a hospital while undergoing serious medical attention may be included under this provision. For the purpose of this Section, immediate family shall include the employee's father, mother, sister, brother, spouse, child or stepchild [if such stepchild is under the age of eighteen (18) years and living at the residence of the employee]. 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 Administration.

Section 15.5. 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.

Section 15.6. Charging of Sick Leave. Sick leave shall not be granted in increments of less than one (1) hour. An employee shall be charged for sick leave for days and hours for which he or she would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or pay period earnings.

Section 15.7. 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/her 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 15.8. 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 15.9. 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.

Section 15.10. City employees who are retiring after a minimum of ten (10) years 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 (1) 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 15.11. 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 16**

### **MATERNITY/PATERNITY LEAVE**

Section 16.1. 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 go on maternity leave of absence without pay. Female employees shall be granted three (3) workdays of paid leave not deducted from sick leave or vacation time for the purpose of childcare for the post-childbirth period.

Section 16.2. Should the maternity leave of absence under Section 16.1 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 Article 1.5, Sick Leave, Section 15.7.

Section 16.3. 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 16.4. 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

post-childbirth period. If the three (3) workdays are not taken immediately after the birth, the days should be scheduled by mutual agreement.

## **ARTICLE 17**

### **INJURY LEAVE**

Section 17.1. 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 and compensated for scheduled work hours lost, providing the extent of the injury or disability prohibits such person from performing those duties as may be assigned and, provided further, such period shall not exceed ten (10) scheduled workdays. During such ten (10) day period, the employee shall file, or cause to be filed the appropriate forms with the Workers' Compensation system claiming a lost-time injury. Provided that the appropriate forms are filed with Workers' compensation, the employee shall be carried on the regular payroll of the City for an additional fifty (50) scheduled workdays or the period of the disability, whichever is lesser, and compensated for all scheduled time lost at his/her regular rate of pay unless such period of days shall be otherwise extended by the City.

If the Workers' Compensation claim is contested so that at the end of the sixty (60) day period the employee is not receiving Workers' Compensation, the employee may use accumulated sick time. If the Workers' Compensation claim is granted, upon payment by the employee to the City, the employee's sick time shall be reinstated.

Section 17.2. A written statement of the attending physician or treating medical authority shall be submitted by the employee to the City on a form developed by the City and made available to employees prior to the injury. The written statement shall set forth the nature of the injury and the fact that the employee is unable to return to limited or regular duty. All items on the form must be completed by the attending physician or treating medical authority in order to have the form accepted. Said written statement must be completed in its entirety and returned to the City within the ten (10) scheduled workday period mentioned in Section 17.1 above in order for the employee to continue to be carried on the regular payroll of the City as provided for in Section 17.1.

Section 17.3. If an employee returns to regular duty prior to the expiration of the original ten (10) scheduled workday leave or prior to the expiration of the additional fifty (50) scheduled workday leave, and then is either directly or indirectly disabled or injured, in whole or in part, at a later date due to the same injury for which the employee has already utilized injury leave, the employee may use the unused portion of the injury leave to be carried on the regular payroll of the City.

No more than sixty (60) scheduled workdays of leave shall be provided for any employee due to any one (1) illness, injury, or re-injury, unless such period of days shall be otherwise extended by the City. No more than two hundred forty (240) scheduled workdays of

leave during any three (3) year period shall be provided to an employee for accidents and/or disabilities occurring during that period, unless such period of days shall be otherwise extended by the City.

Decisions concerning whether or not an employee's disability/injury is directly or indirectly related to a previous injury, and decisions as to whether or not an employee's disability or injury is compensable under Workers' Compensation Laws of the State of Ohio made by the Workers' compensation/Industrial Commission of the State of Ohio, shall be binding upon the Union, the City, and the employee.

Section 17.4. The disabled/injured 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.

Section 17.5. 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 duration of any injury leave as set forth in the above Sections.

Section 17.6. Injury leave shall be granted in increments of not less than one (1) workday unless the disabled employee is working on a light-duty job (as described in Section 16.4 above), requiring less than one (1) workday.

Section 17.7. 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 duty if available.

## **ARTICLE 18**

### **MILITARY LEAVE**

Section 18.1. 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 the training and his/her normal pay for that period. In the event the pay received for his/her training is less than the compensation normally paid by the City, the employee will furnish proof of compensation received during the training period.

Section 18.2. 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 reenlists 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 18.3. 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 18.4. 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 18.5. 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 Article 15, Section 15.9.

## **ARTICLE 19**

### **COURT/JURY DUTY**

Section 19.1. 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 19.2. Upon receipt of notice, employees must provide the Chief of Police with court notification of call and service to jury duty.

Section 19.3. 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 20**

**COURT APPEARANCE**

Section 20.1. All members 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.

Section 20.2. Any fees paid by the courts of law shall be signed over to the General Fund of the City.

**ARTICLE 21**

**FUNERAL LEAVE**

Section 21.1. Any employee who suffers a death of a spouse, child or stepchild 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 or 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 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 patrol employee of the City working his/her scheduled day before or his/her 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, he/she 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 necessitates taking time off during working hours. To meet this need, each full-time employee shall receive five (5) days 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 operations. In case of an emergency to the employee, personal leave may be taken by the employee provided the employee notifies the Chief of Police or his designee at least one (1) hour prior to taking a personal leave day and further provided that the employee's absence does not reduce the work force or his/her shift below minimum manpower. 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. As used in this Article, the following definitions shall apply:

- 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.
- C. "Worked" - means time on duty and scheduled hours not worked while on authorized leaves.

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 the employee shall earn three and three-tenth (3.3) hours for each full biweekly pay period employed. After six months of service, the employee will be eligible to take five (5) days of accrued vacation time earned.
- (2) After one (1) year of continuous service through and including five (5) years, ten (10) days of vacation.
- (3) After five (5) years to and including ten (10) years of continuous service, fifteen (15) days of vacation.
- (4) After ten (10) years to and including fifteen (15) years of continuous service, twenty (20) days of vacation.
- (5) After fifteen (15) years to and including twenty (20) years of continuous service, twenty-five (25) days of vacation.
- (6) After twenty (20) years of continuous service, thirty (30) days of vacation.

Section 23.4. Vacation service will be based upon service as a Rossford police officer, except that credit for previous full-time peace officer service 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 after January 1, 2003, shall receive credit for vacation service based upon the amount granted the Employee for pay purposes pursuant to Section 8.1.

Section 23.5. Employees with less than ten (10) days of accrued vacation time must take their vacation.

All employees with more than one (1) full year of continuous service are required to take ten (10) days of vacation.

Employees who have five (5) or more years of continuous service, and who accrue more than ten (10) days 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) days. Cash payment for unused vacation time will be paid at the time a request is made. Requests can be made for payment of vacation time in excess of ten (10) days anytime after January 1.

Section 23.6. Vacation time cannot carry over into the next calendar year. An employee will be paid for vacation time if emergency conditions exist which would prohibit the employee from taking vacation time within the calendar year. Vacation time shall not be utilized in increments of less than one (1) workday.

An employee shall have the option to receive vacation pay earned in the prior calendar year. This check may be picked up on the employee's regularly scheduled payday, provided the appropriate notice is given by the employee. The employee must notify the administration (payroll clerk) on or before the Monday preceding said payday of the employee's desire to receive such advanced vacation pay.

## **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 Article 23, Section 23.3.

Section 24.2. Vacation requests will be submitted to the Chief of Police no later than March 1 of each year with the employees having the most seniority having first choice of vacation dates. However, if a selection is changed after approval by the Chief, the employee listed for any date has the right to those dates regardless of seniority.

Two (2) patrol officers may be on vacation at the same time. A third patrol officer may be off at the same time at the sole discretion of the Chief of Police or his designee.

## **ARTICLE 25**

### **LEAVES OF ABSENCE**

Section 25.1. A leave of absence for a maximum of thirty (30) calendar days may be granted to an employee for a justifiable personal reason. The request will be submitted to the Administrator, through command channels, for his 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 ten (10) calendar days notice must be submitted to the City Administrator if said absence will leave the City with a shortage of manpower on a shift, otherwise forty-eight (48) hour notice will suffice. Leaves of absence shall be limited to a minimum of one (1) workday. Unused personal days, vacation days or unscheduled holidays must be used by an employee prior to requesting a personal leave of absence.

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 Dollar (\$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 patrol 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**

**FITNESS/WELLNESS**

Section 29.1. 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 29.2. 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 30**

### **APPROVED EXPENSES**

Section 30.1. Regular full-time employees covered by this Agreement 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 the submission and approval by the City of the expense statement.

Section 30.4. When a person's attendance at an approved school is authorized, and when the tuition or fees have been paid in advance to the school by the City, the person enrolled shall, at the conclusion of the training, submit satisfactory evidence to the City that he/she has successfully completed the requirements of the prescribed course of study and that he/she has received a certificate or diploma therefore. If the person fails to complete the prescribed course of study or does not achieve a passing grade, he/she shall reimburse the City for the total amount of tuition or fees advanced by the City for such purposes, unless extenuating circumstances arise.

Section 30.5. 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 reimbursed 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 police 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 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 police 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 officer's account shall be no more than One Thousand Dollars (\$1,000.00).

In the case where the police 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 (\$34.00) dollars 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 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 shall 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.

All uniforms and equipment 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.

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 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.

Section 31.5. 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.

## ARTICLE 32

### **PROBATIONARY PATROL OFFICERS**

Section 32.1. The positions of probationary police officers are hereby created and may be filled pursuant to Charter authority.

Section 32.2. Hospitalization and medical insurance premiums for probationary officers shall be paid the same as for regular full-time police officers.

Section 32.3. The City shall pay for all schooling at an accredited school that is required by State law or any schooling recommended by Council.

Section 32.4. All probationary police officers shall be subject to a one (1) year probationary period. The probationary period for newly hired police officers who are not required to attend the academy shall commence on the date of hire. The probationary period for newly hired employees who must attend the academy shall commence after the employee has completed academy training. If the employee successfully completes the probationary period, his seniority shall date back to his initial date of hire. The probationary status shall be reviewed

at six (6) months. After the successful completion of the probationary period, the employee shall be appointed as a regular full-time police officer.

Section 32.5. Upon promotion of a probationary police officer to a regular police officer, the officer shall receive compensation as determined by this Collective Bargaining Agreement.

Section 32.6. Probationary officers may join the Union at their choice. All matters in the Agreement shall pertain to probationary officers unless otherwise specified. The laws of the State of Ohio shall be followed as they relate to the dismissal of a probationary officer. The discipline or dismissal of a probationary officer shall not be the subject of a grievance.

Section 32.7. Probationary patrol officers shall not work in the capacity of a regular full-time patrol officer until first being released from the Field Training Program by the Chief of Police or his designee.

## **ARTICLE 33**

### **PART-TIME PATROL OFFICERS**

Section 33.1. Part-time patrol officers may be used to fill scheduled shift vacancies and shall be regarded as patrol officers for purposes of minimum manpower as defined in Section 10.3. Part-time patrol officers shall not be used for specialty assignments, such as a D.A.R.E. officer or a Detective.

Section 33.2. Part-time patrol officers shall not exceed 1,200 hours worked per year, not including hours worked in a field training program. The City may employ no more than two (2) part-time patrol officers or twenty percent (20%) of the total number of Patrol Officers, whichever is greater.

Section 33.3. In the event of layoffs, part-time patrol officers shall be laid off prior to the layoff of regular, full-time patrol officers.

Section 33.4. Other provisions regarding the terms and conditions of employment and utilization of part-time patrol officers shall be as set forth in Appendix A to this Agreement.

## **ARTICLE 34**

### **BULLETIN BOARD**

Section 34.1. The City shall provide a locked bulletin board in the facility for the exclusive use of the Union members. The keys to such board shall be provided to the Local Director (steward), who shall be responsible for posting and/or approving the posting of notices thereon which employees may read when reporting to or leaving work stations, or during their free time. The minimum size of the bulletin board shall be two (2) feet by four (4) feet.

Section 34.2. The Union agrees that no notices will be placed on the bulletin board which contain:

- A. Personal attacks upon any City employee or elected officials.
- B. Personal attacks upon any official actions or orders of City employees or elected officials.

Section 34.3. A seniority list shall be posted so that it may be viewed by all bargaining unit members.

The list shall contain the employee's seniority number, name, and date of seniority. Seniority shall be determined by the last date of hire into the bargaining unit. In the event that two (2) officers have the same date of hire into the bargaining unit, relative seniority between the two (2) officers shall be determined by lot. The seniority list shall contain the date posted and the final date for appeal. The period for appealing a position on the seniority list shall be fifteen (15) calendar days from the date of posting.

## **ARTICLE 35**

### **OFF-DUTY EMPLOYMENT**

Section 35.1. 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. An employee of the Police Department 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 or any other City equipment, including firearms, 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 36**

### **CORRECTIVE ACTION AND PERSONNEL FILES**

Section 36.1. The tenure of every employee shall be during good behavior and efficient service. No employee shall be reduced in pay or position, suspended, discharged and removed except for the grounds stated in Section 124.34, Section 737.12, and Section 737.13 of the Ohio Revised Code, nor shall the City take any form of corrective action against any member except for just cause. Only the grounds for suspension, discharge or removal contained in these sections are here adopted and the other provisions contained in these sections are not here adopted.

Section 36.2. No employee shall be summarily discharged or suspended. Prior to an employee being discharged or suspended without pay for more than one (1) workday, he/she shall be first suspended for not more than one (1) of his/her scheduled workdays. During the aforementioned suspension, an investigation and joint fact-finding meeting shall be conducted by the City Administrator, unless rescheduled by mutual agreement of the City and the Union. Following the fact-finding meeting, but in no case later than three (3) calendar days following the fact-finding meeting, the City shall notify the employee and the Union as to the final disciplinary action, if any, to be taken, and provide the employee and the Union with all evidence the City has to support the disciplinary action. Such notification will be verified in writing.

Section 36.3. The City shall notify the steward, provided one is working at the time, and the employee of all suspensions at the time the action is taken. Notice of discipline or suspension pending a fact-finding meeting shall be given to an absent employee by regular mail or hand delivered and shall be effective upon posting/delivery. Copies of all final disciplinary actions will be placed in the steward's mail slot within twenty-four (24) hours after being issued.

Section 36.4. 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 36.5. For the duration of this Agreement, and any extension hereof, 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 (1) 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 representative, shall note thereon his concurrence; or,
- B. The Chief, or his representative, may remove the inaccurate material from the personnel file if he feels that its inaccuracies warrant such removal.

Section 36.6. 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 36.5 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 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 36.7. As expeditiously as possible, the City shall notify bargaining unit members of any requests by any person, organization and/or entity, to inspect or release any part

of any employee's personnel file. This section shall not apply to inspections by employees of the City of Rossford who have a proven, legitimate need to see an employee's personnel file.

Section 36.8. 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 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 37**

### **PROMOTIONS**

Section 37.1. 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.

Section 37.2. 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 been 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.

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 there is layoff due to lack of work or finances in which a former bargaining unit member with "frozen" seniority is to be laid off, the affected individual has the option of returning to the bargaining unit as a patrol officer. If the employee's "retained unit" seniority is sufficient to allow him/her to do so, the returning employee shall displace the least senior patrol officer in the bargaining unit and will work the shift and schedule of said displaced least senior employee.

Section 37.3. Other than the temporary filling of a vacancy of six (6) months as set forth in the preceding Section 37.2, promotions must fulfill the requirements set forth in Section 36.1 of this Article, including, but not limited to, the successful completion of a

competitive promotional exam in which all eligible candidates from within the bargaining unit are afforded an opportunity to participate.

## **ARTICLE 38**

### **APPLICATION AND INTERPRETATION OF WORK RULES, POLICIES, AND DIRECTIVES**

Section 38.1. 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 while at work, and the conduct of the City's services and programs.

Section 38.2. 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 38.3. 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 Local Director (steward) at least five (5) working days, excluding Saturdays and Sundays, prior to the effective date of such rules or amendments. Should any work rules conflict with law or with the specific provisions of this Agreement, such rules shall be invalid to the extent of this conflict. Any work rules that may conflict with this Agreement shall be subject to Grievance Procedures.

Section 38.4. 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 as to the Agreement, or through the City Civil Service Commission where such body has jurisdiction, or through other appropriate legal action.

Section 38.5. Once during the term of this Agreement, the Union may request the City to furnish it with a copy or copies of its existing work rules. The City shall comply with such request within thirty (30) calendar days from the date of such request.

## ARTICLE 39

### MISCELLANEOUS

Section 39.1. All benefits and rights previously granted by ordinance, inconsistent herewith, are hereby canceled and this Agreement contains all benefits and rights applying to the police officers covered by this Agreement. Any additional benefits desired or requested will be negotiated before being granted to the members of the Police Department.

Section 39.2. Patrol 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 39.3. The Chief of Police, in coordination with the Sergeants, shall, on or before June 30, 2007, develop a comprehensive departmental training plan consisting of seminars, workshops, field training, distance learning and in-service training, which shall then be reviewed and updated on June 1 of each year. Officers shall be required to complete a minimum of twenty-five (25) hours of approved training in a calendar year. The plan's objective shall be to adequately address the training needs of all officers in the best manner given available City resources.

## ARTICLE 40

### FAMILY AND MEDICAL LEAVE ACT (FMLA)

Section 40.1. 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 the 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 40.2. Except as provided in Section 16.1, 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 40.3. The employee will be entitled to have his/her insurance coverage continued under Article 26 if the employee elects and is eligible for leave pursuant to the Family and Medical Leave Act for the period of FMLA eligibility.

## **ARTICLE 41**

### **EDUCATIONAL REIMBURSEMENT**

Section 41.1. 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 for no more than four (4) courses per semester for the Patrol Officers' Bargaining Unit, and these costs will only be reimbursed upon the documented presentation of a grade of "C" or 2.0 or better. However, if there are courses available in the Command Officers' Bargaining Unit which have not been used in a semester, Patrol Officers will be reimbursed for any unused course, provided all other requirements of this section are fulfilled.

Section 41.2. 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 42**

### **DURATION OF AGREEMENT**

Section 42.1. 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 the 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 43

### **EMPLOYEES' BILL OF RIGHTS**

Section 43.1. 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 43.2.

- 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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX A

### **Part-Time Patrol Officers**

The following terms and conditions shall govern the employment of part-time patrol officers hired by the City of Rossford:

1. Part-time patrol officers shall be hired from a current civil service list or shall be retired Rossford Police Department officers.
2. Part-time patrol officers shall be paid in accordance with the wage schedule included in Article 8 of the Agreement.
3. Part-time patrol officers shall be included in the patrol officer bargaining unit, and shall be subject to the provisions of Article 3 of the Agreement. The City and the Union agree to jointly petition the State Employment Relations Board to amend the bargaining unit described in SERB Case No. 90-REP-09-0208 to include part-time patrol officers.
4. Part-time patrol officers who work on one of the holidays recognized in Section 22.1 of this Agreement shall be compensated at time and one-half for hours worked.
5. Part-time patrol officers shall be compensated at one and one-half the regular hourly rate for hours worked in excess of eight (8) hours and thirty (30) minutes in a day or forty (40) hours in a week.
6. After unscheduled overtime has been offered to full-time officers, part-time patrol officers may be offered such unscheduled overtime before full-time officers are required to work such overtime.
7. Part-time patrol officers shall be issued initial uniforms and equipment as determined by the Chief of Police. In the event such uniforms or equipment are damaged in the line of duty or because of normal wear and tear, such uniforms or equipment shall be repaired or replaced at City expense.
8. Part-time patrol officers may be used to fill scheduled shift vacancies and count toward minimum staffing requirements, provided, however, that scheduling of part-time patrol officers cannot occur in such a manner as to consistently deny particular officers an overtime opportunity in the overtime rotation.
9. Part-time patrol officers may not be used for specialty assignments, such as the D.A.R.E. officer or detective.
10. Part-time patrol officers shall not be subject to or covered by the provisions of Articles 9, 10, 11, 15, 16, 17, 19, 21, 22, 23, 24, 26, 31 and 37.