

RESOLUTION NO. 45-24
CITY OF CENTERVILLE, OHIO

Sponsored by Council Member: JoAnne Rau on the 15th day of ~~November~~, 2024.

April

A RESOLUTION APPROVING A NEGOTIATED COLLECTIVE BARGAINING AGREEMENT FOR SERGEANTS WITH THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.

WHEREAS, the City Council, through its authorized labor representatives, recently agreed to terms on a tentative agreement for a collective bargaining agreement for Sergeants with the Ohio Patrolmen's Benevolent Association (the "OPBA") effective from January 1, 2024 through December 31, 2026; and

WHEREAS, the City Council desires to approve the negotiated agreement between the City of Centerville and the OPBA for Sergeants.

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE, OHIO HEREBY RESOLVES:

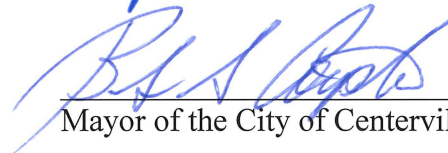
Section 1. That the City Council hereby approves the collective bargaining agreement between the City of Centerville and the OPBA effective from January 1, 2024 through December 31, 2026, a copy of which is attached as Attachment A.

Section 2. That the City Council directs and authorizes the City Manager to execute the collective bargaining agreement on behalf of the City of Centerville.

Section 3. That it is hereby found, determined and declared that all formal actions of City Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of the City Council, and that all deliberations of the Council that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements.


Section 4. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED THIS 15th day of April, 2024.



Mayor of the City of Centerville, Ohio

ATTEST:



Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 45-24, passed by the Council of the City of Centerville, Ohio on the 15th day of April, 2024.



Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law

Scott A. Liberman
Municipal Attorney

Exhibit "A"

COLLECTIVE BARGAINING AGREEMENT

THE CITY OF CENTERVILLE

AND

**OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION**

SERGEANTS

JANUARY 1, 2024 – DECEMBER 31, 2026

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ARTICLE 1
RECOGNITION

- A. The Employer recognizes the Ohio Patrolmen's Benevolent Association as the sole and exclusive representative for all full-time Employees of the Employer in the certified bargaining unit defined as follows:
- Included: All Full-Time Non-Probationary Sergeants
- Excluded: All Others.
- B. Whenever the word "Employee" or "Bargaining Unit Member" or "Sergeant" is used in this Agreement, it shall be deemed to mean the Employees in the bargaining unit covered by this Agreement, as defined in Section A above.
- C. For the purpose of this Agreement, all male pronouns (e.g., "he," "him," and "his") shall refer to both male and female.

ARTICLE 2

OPBA REPRESENTATION

- A. A representative of the OPBA shall be admitted to non-secure areas of the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein so long as the representative's activities do not interfere with the work duties of Employees. Upon arrival, the OPBA representative shall contact the Employer or the Employer's designee.
- B. The Employer shall recognize 2 Employees, designated by the OPBA, to act as OPBA associates.
- C. The OPBA shall provide to the Employer an official roster of its Employee officers and associates which is to be kept current by the OPBA at all times and shall include the following:
 - 1. Name
 - 2. Address
 - 3. Home telephone number
 - 4. OPBA office held
- D. The OPBA agrees that no representative or associate of the OPBA, either Employee or non-employee of the Employer, shall interfere, interrupt, or disrupt the normal work duties of the Employees. Further, the OPBA agrees not to conduct meetings (bargaining unit or committee meetings) involving on-duty Employees except to the extent specifically authorized by the Employer, and except as authorized by Section F below. Bargaining Unit Members shall not conduct OPBA business, during the work time of any involved Employee. Unauthorized activities shall cease upon the demand of a supervisor and any failure to cease unauthorized activities may subject the offending Employee(s) to disciplinary action.
- E. The Employer agrees to provide reasonable space on the bulletin board for OPBA use. All OPBA notices of any kind posted on the bulletin board shall be signed, posted, or removed by an OPBA representative or designee. It is understood that all notices shall be OPBA related and no material may be posted on the OPBA bulletin board, at any time, which contains the following:
 - 1. Personal attacks on any other member or any other city employee;
 - 2. Scandalous, scurrilous, or derogatory attacks upon the Employer or any other governmental units or officials;
 - 3. Attacks on and/or favorable comments regarding a candidate for public office.

Upon the request of the Employer or designee, the OPBA shall cause the immediate removal of any material posted in violation of this Article. All items posted on the OPBA portion of the bulletin board shall be signed by the person who posts the item, dated to indicate the actual date of posting, and removed within 45 days of posting.

- F. A bargaining committee not to exceed 2 Employees (3 total) will be permitted to attend negotiations. One Employee can attend on duty so long as attendance at negotiations does not create overtime. Trading of shifts among the committee members shall be consistent with departmental policy. Employees will be permitted to participate in the adjustment of grievances under the same terms.

ARTICLE 3
DUES DEDUCTION

- A. The Employer agrees to deduct OPBA membership dues, fees, and assessments in accordance with this Article for all employees eligible for the bargaining unit.
- B. While this Agreement is in effect, and during any subsequent period of negotiation, including the dispute resolution process contained in Chapter 4117 of the Ohio Revised Code, the City will deduct OPBA dues from the wages of Employees who individually and voluntarily authorize and direct such deductions in writing to the City. The authorization and direction shall be revocable by written notice to revoke such authorization given by the Employee at any time. Upon receipt of the proper authorization, the Employer will deduct OPBA dues from the payroll check following the pay period in which the authorization was received by the Employer.
- C. The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article regarding the deduction of OPBA dues. The OPBA shall indemnify and hold the City harmless from any claims, actions or proceedings by an Employee arising from the deductions made by the Employer pursuant to this Article.
- D. The Employer shall be relieved from making such dues deductions upon an Employee's (A) termination of employment; (B) transfer to a job other than one covered by the bargaining unit; (C) layoff from work; (D) an unpaid leave of absence; (E) revocation of the authorization; or (F) resignation by the Employee from the OPBA.
- E. The Employer shall not be obligated to make dues deductions from any Employee who, during the pay periods involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of OPBA dues.
- F. The parties agree that neither the Employees nor the OPBA shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within 45 days after the date of such an error is claimed to have occurred. If it is found that an error was made, it will be corrected.
- G. The rate at which dues are to be deducted shall be certified to the Employer or designee by the OPBA as is necessary to be accurate. One month advance notice must be given to the Employer prior to making any changes in an Employee's dues deduction.

ARTICLE 4

NO STRIKE / NO LOCKOUT

- A. The Employer and the OPBA recognize that a work stoppage of any kind would create a clear and present danger to the health and safety of the public. This Agreement provides machinery for the orderly resolution of grievances. Therefore, the parties agree that:
1. During the term of this Agreement, the Union shall not for any reason, authorize, cause, engage in, sanction, condone, or assist in any strike, sit down, sit in, cessation, stoppage, refusal to work, or any other concerted activity that would interrupt the operation or services of the Employer.
 2. During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout of the bargaining unit Employees.
- B. In addition to any other remedies available to the Employer, any Employee or Employees, either individually or collectively, who violate Section A above is/are subject to disciplinary action up to and including discharge or removal by the Employer.
- C. In addition to any other liability, remedy, or right provided by applicable law or statute, should a strike, sit down, sit in, cessation, stoppage, or refusal to perform work occur, the Union will immediately:
1. Publicly disavow such action by the Employees;
 2. Advise the Employer in writing that such action by Employees has not been caused or sanctioned by the Union;
 3. Notify Employees of its disapproval of such action and instruct such Employees to cease action and return to work immediately; and
 4. Post notices on the Union Bulletin Boards advising that it disapproves of such action and instructing Employees to return to work immediately.
- D. If the Employer engages in a lockout, the City Administration will immediately:
1. Publicly disavow such action by the City;
 2. Advise the Union in writing that such action by the City has not been sanctioned by the City;
 3. Notify the Union of its disapproval of such action and instruct the Administration to cease action and return the Employees to work immediately; and
 4. Post notices on the Bulletin Board advising that that the Administration disapproves of the lockout.

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

ARTICLE 5

MANAGEMENT RIGHTS

- A. The Union recognizes that the City shall have the exclusive right to manage the operations, control the premises, direct the work force and maintain efficiency of operations. Among the City's management rights, but not by way of limitation, and except as specifically modified in this Agreement, are the following:
1. To determine matters of inherent managerial policy which include, but are not limited to, the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
 2. To determine the overall methods, process, means or personnel by which the Employer's operations are to be conducted, including the ability to create or eliminate positions;
 3. To maintain and improve the efficiency and effectiveness of the Employer's operations;
 4. To determine the mission of the department and the personnel, methods, means, and procedures necessary to most efficiently fulfill that mission;
 5. To determine the size, composition and adequacy of the work force, as well as to make, amend, and enforce work rules and regulations, standard operating procedures and general and special orders;
 6. To lay off Employees if deemed necessary;
 7. To hire, schedule, promote, demote, transfer, direct and assign Employees;
 8. To recruit, select, and determine the qualifications and characteristics desired in new hires;
 9. To suspend, discipline, reduce or discharge Employees for cause;
 10. To train or retrain Employees as needed, which may include training for Employees to obtain or maintain certifications;
 11. To determine the locations, size and number of facilities;
 12. To determine quality standards in order to promote efficient operations;
 13. To select the type, quantity and quality of equipment, tools and apparatus to be used, the methods of operating them, and the responsibilities therefore;
 14. To effectively manage the workforce and Police Department;

- B. The above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein or traditionally exercised by the Employer.

ARTICLE 6

LABOR / MANAGEMENT MEETINGS

- A. In the interest of sound labor/management relations, the Employer or designee(s) shall meet with not more than 2 representatives of the OPBA to discuss pending issues. Such meetings may be called by either party. Such meetings shall not be held more than 1 time during any 3-month period at a mutually agreeable time and location. More frequent meetings may be held if both parties agree.

- B. The purpose of such a meeting shall be to:
 - 1. Discuss the administration of this Agreement.
 - 2. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.
 - 3. Disseminate general information of interest to the parties.
 - 4. Discuss ways to increase productivity and improve effectiveness.
 - 5. Discuss matters of health and safety.

- C. The above list illustrates the type of subjects to be discussed and is not intended to create additional contractual liabilities.

- D. Meetings scheduled by the Employer with the bargaining unit Employees that are called for reasons pertinent to the normal operation of the Police Department shall not be considered Labor/Management meetings.

- E. Only 1 on-duty Sergeant can attend a labor management meeting provided that such attendance does not impact response times. Additionally, when a labor management meeting will result in overtime, the meeting will be rescheduled to a time that does not create overtime.

ARTICLE 7

GRIEVANCE PROCEDURE

- A. The term “grievance” shall mean an allegation that there has been a breach, misinterpretation, or improper application of this Agreement. The Grievance Procedure is intended to enforce and interpret the Agreement. The Grievance Procedure is not intended to be used to change the Agreement or any other rules or regulations of the City. The parties recognize, however, that this Collective Bargaining Agreement is intended to supersede state law, local ordinances, and rules where the Agreement is directly inconsistent with the state law, local ordinance, or rule.
- B. All grievances must be presented at the proper step and time in progression in order to be considered at the next step. Grievances involving lost pay discipline (suspension, demotion, reduction in pay, removal or discharge) may be initiated at Step 2 of the grievance procedure.

The grievant may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

Any grievance not answered by the Employer’s representatives within the stipulated time limits may be advanced by the grievant to the next step in the grievance procedure. Time limits set forth herein may only be extended upon mutual agreement.

A grievance may be brought by any Bargaining Unit Member. Where a group of Bargaining Unit Members desire to file a grievance involving a situation affecting more than one Bargaining Unit Member in a similar manner, one Bargaining Unit Member (selected by such group) will process the grievance and shall so indicate that the grievance is a group grievance.

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

- C. A grievance must be submitted to the grievance procedure within 7 calendar days after an Employee knows or should have known the facts giving rise to the grievance, otherwise it will be considered not to have existed.
- D. All grievances must be submitted on a memorandum and must contain the following information to be considered:
1. Grievant’s name and signature;
 2. Date, time and location of grievance;
 3. Description of incident giving rise to the grievance;

4. Date grievance was filed in writing;
 5. Article(s) and Section(s) of the Agreement alleged to have been violated; and
 6. Desired remedy to resolve grievance.
- E. Any grievant may choose to have an OPBA representative accompany the grievant at any step or meeting provided for in this Article.
- F. It is the mutual desire of the Employer and the OPBA to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the OPBA to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedures shall be followed:
- Step 1: Within the established time limits, the grievant shall submit a written grievance to the Division Commander. It shall be the responsibility of the Division Commander to investigate the matter and to provide a written response to the grievant within 7 calendar days following receipt of the grievance.
- Step 2: If the grievance is not resolved in Step 1, the grievant may, within 7 calendar days following the Step 1 reply, refer the grievance to the Chief of Police. The Chief of Police shall have 7 calendar days in which to schedule a meeting with the grievant if the Chief deems such meeting necessary. The Chief of Police shall investigate and respond in writing to the grievant within 7 calendar days following the meeting date or 7 calendar days following receipt of the grievance, whichever is later.
- Step 3: If the grievance is not resolved in Step 2, the grievant may refer the grievance to the City Manager or Designee within 7 calendar days after receiving the Step 2 reply. The City Manager or Designee shall have 7 calendar days in which to schedule a meeting with the grievant if the City Manager or Designee deems such meeting necessary. The City Manager or Designee shall investigate and respond in writing to the grievant and/or appropriate representative within 14 calendar days following the meeting.
- Step 4: A grievance unresolved at Step 3 may be submitted to arbitration upon notification by the OPBA in accordance with the provisions of Section G of this Article.
- G. The OPBA, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within 14 calendar days from the date of the final answer on a grievance from Step 3, the OPBA shall notify the Employer in writing of its intent to seek arbitration over an unresolved grievance. The OPBA may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party or parties canceling the arbitration. Any grievance not submitted within the 14-calendar day period described above shall be deemed settled on the basis of the last answer by the Employer or the Employer's representative(s).

1. The arbitrator shall be selected in the following manner: The parties shall jointly request a panel of 9 Arbitrators from the Arbitration and Mediation Service (AMS) who maintain offices within 125 miles of the City. The parties shall alternately strike the names of the arbitrators until only 1 name remains. Either party may once reject the list and request from the provider another list of 9 names until a mutually agreeable arbitrator is selected. The parties may at any time mutually agree to an alternate arbitration service or method of selection of an arbitrator.
 2. The decision of the arbitrator shall be binding. The arbitrator shall be requested to issue a decision within 30 calendar days after the conclusion of testimony and arguments and submission of final briefs.
 3. The fees and other costs for the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fees of the court reporter, and the cost of the hearing room, if any, shall be borne by the Employer and the OPBA. The fees and costs of any non-employee witnesses shall be borne by the party calling them.
- H. When an Employee covered by this Agreement chooses to present a grievance without representation, no adjustment of the grievance will be inconsistent with the terms of this Agreement.
- I. This Agreement provides for binding arbitration of disciplinary action involving suspension without pay, reduction in classification or rank, and/or termination from employment consistent with ORC § 4117.10. Neither the State Personnel Board of Review nor Civil Service Commission shall have jurisdiction to receive and determine any appeal relating to such disciplinary action.

ARTICLE 8

PROBATIONARY PERIODS

- A. Each Employee newly promoted to the rank of Sergeant shall serve a 12-month probationary period. The probationary period begins on the first day for which the Employee receives compensation from the Employer. If a probationary Employee is absent from scheduled work for more than 10 total workdays, the number of days absent (above 10) will be added to the length of the probationary period. This time may be extended by the City up to another 6 months of active continuous employment by mutual agreement of the Chief and the affected employee. An Employee serving a promotional probationary period whose performance is judged unsatisfactory shall be returned to the Employee's former classification or rank, seniority and rate of pay. The return of a probationary Employee to a former classification or rank shall not be subject to the grievance procedure.

ARTICLE 9
DISCIPLINE

- A. The tenure of every Employee, subject to the terms and conditions of this Agreement, shall be during good behavior and efficient service. The Employer may take disciplinary action against any Employee in the bargaining unit for just cause. The level of discipline will be determined based upon the severity of the conduct, the Employee's work record, and other relevant factors. The Employer may take disciplinary action for conduct occurring (a) while the Employee is on duty, working under the colors of the Employer, or is representing himself as an Employee of the City; (b) in instances where the Employee's conduct violates his/her oath of office; or (c) off-duty where such conduct has a negative impact on the reputation of the City or Police Department.

Forms of disciplinary action are:

1. Oral reprimand (written record)
 2. Written reprimand
 3. Suspension
 4. Demotion
 5. Discharge from employment
- B. Among other things, incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, co-workers or supervisor, neglect of duty, absence without leave, or any conduct unbecoming an Employee or any other acts of misfeasance, malfeasance, or nonfeasance shall be cause for disciplinary action.
- C. Division Commanders may recommend charges, issue verbal warnings or preliminary written reprimands without prior notice to the Employee where the Division Commander feels that immediate discipline is warranted. For infractions involving suspension from duty, reduction in rank or position, or discharge, said discipline shall only be issued by the Police Chief or Designee after a pre-disciplinary hearing.
- D. A pre-disciplinary hearing will be scheduled within 30 days of the conclusion of the related investigation to give the Employee an opportunity to offer an explanation of the alleged misconduct. Prior to the hearing, the Employee shall be given written specifications of the charges, time and place of the hearing, and identity of the hearing officer. The Division Commander shall give notice to the Employee of his right to have an OPBA representative present, however, a disciplinary meeting or discipline shall not be unreasonably delayed by the unavailability of a representative.

Prior to the pre-disciplinary hearing the Employee may choose to:

1. Appear at the hearing to present oral or written statements in his defense;
 2. Elect in writing to waive the opportunity to have a disciplinary hearing.
- E. Failure to elect and pursue one of these 2 options or failure to appear at a scheduled pre-disciplinary hearing will be deemed a waiver of the Employee's right to the pre-disciplinary hearing.
- F. Disciplinary action consisting of a suspension, demotion, or termination may be appealed through the Grievance and Arbitration Procedure. In cases of disciplinary actions which involve suspension, demotion, or termination, the Employee may initiate the grievance at the Chief's step of the grievance procedure. Disciplinary actions involving reprimands may be appealed through the grievance procedure but may not be appealed to arbitration. All discipline shall be imposed within 60 days of the conclusion of the pre-disciplinary conference.
- G. Any Employee charged with or under indictment for a felony, who is not disciplined or discharged by the Employer, may be placed on leave of absence without pay until resolution of the court proceedings. An Employee found guilty by the trial court of a felony shall be summarily discharged and shall have no recourse through the grievance or arbitration procedures. Where the charges are reduced to a misdemeanor or the Employee is found innocent of the charges, the Employee may be subject to discipline pursuant to the terms of this Article.
- H. This disciplinary procedure supersedes any conflicting provisions of Ohio law.
- I. Employees shall have the right to review their personnel files at reasonable times upon request, and to have placed in such files non-derogatory factual memoranda authored by the Employee.

ARTICLE 10

LAYOFF AND RECALL

- A. When the Employer determines that a long-term layoff is necessary, the Employer shall notify the affected Employee(s) 14 calendar days in advance of the effective date of the layoff. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting 7 calendar days or less, as soon as possible.
- B. Layoffs shall be determined according to the Employee Handbook in the section titled "Layoff." If work performance is equal, layoffs shall be in inverse order of seniority with the least senior Sergeant being laid off first.
- C. Employees who are laid off shall be placed on a recall list for a period of 18 months. If there is a recall, Employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified (except for updated OPOTA training) to perform the work in the classification to which they are recalled. Any recalled Employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within 2 months of the recall. Such training will be provided at the Employer's expense.
- D. Notice of recall shall be sent to the Employee by certified mail or hand delivered to the Employee's last known residence. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided in writing by the Employee.
- E. The recalled Employee shall have 5 calendar days following the date of receipt or attempted delivery of the recall notice to notify the Employer of the intention to return to work and shall have 14 calendar days following the receipt or attempted delivery of the recall notice in which to report for duty, unless a later date for returning to work is otherwise specified in the notice.
- F. For the purposes of this Article, seniority shall be computed on the basis of uninterrupted length of continuous full-time service in the rank of Sergeant in the Centerville Police Department.

ARTICLE 11
VACATIONS

- A. **Vacation Accrual:** Full time Bargaining Unit Members who have completed 6 months of satisfactory service in the bargaining unit shall accrue vacation leave in accordance with the following schedule:

<u>Uninterrupted Years of Service</u>	<u>Annual Vacation Hours</u>
Less than 5 years	96
After 5 years, but less than 10 years	120
After 10 years, but less than 15 years	144
After 15 years	176
After 20 years	200

Vacation leave shall be accrued for each completed pay period at a rate proportional to the number of hours of vacation as defined in the above table. Vacation leave shall not accrue when an employee is on any unpaid leave, in layoff status, or on disciplinary suspension.

- B. Scheduling Vacation Leave: Vacation scheduling is subject to the approval of the department head and the operational needs of the department. Vacation leave may be scheduled as follows:

1. After reporting for duty, an Employee who uses vacation leave that is less than eight (8) hours on that same day must take leave for the remainder of the shift.
2. The Employer may refuse to grant vacation leave usage when such usage is requested less than 5 calendar days in advance for vacation of 4 days or more and 3 calendar days in advance for vacation of less than 4 days. The Chief or Designee may waive the notice requirement within his reasonable discretion.
3. No more than 3 Employees in the bargaining unit, excluding the Detective Sergeant, shall be granted leave per calendar day, however, at least one patrol sergeant must be working an entire shift during that same time period.
4. The scheduling of vacation leave usage shall not disrupt the efficient operation of the Police Department. Before a Sergeant makes a leave request, such Sergeant must ensure that adequate personnel are scheduled for each shift.
5. Requests for vacation that cause one slot or 8.5 hours of overtime will be granted if no member of any sworn bargaining unit on that shift has already been granted

vacation leave, compensatory time, holiday leave, or personal leave. If a member of any sworn bargaining unit on that shift has already been granted such leave, no additional leave may be granted if overtime will be created by the granting of the leave.

- C. Maximum Accrual: The maximum number of accrued but unused vacation days cannot exceed twice the Employee's annual vacation entitlement. Once an Employee reaches the maximum accrual of vacation, no additional vacation time will be added to his or her balance until such accrual falls below the maximum allowed.
- D. The leave bid process will continue to occur pursuant to General Orders 41.1.2(A).

ARTICLE 12

HOLIDAYS

- A. The following are holidays for which Bargaining Unit Members shall receive their regular compensation:

New Years Day
Martin Luther King Jr. Day
Memorial Day
Independence Day
Labor Day
Thanksgiving
Day after Thanksgiving
Christmas Eve
Christmas Day

- B. Employees who work on a continuous operation schedule will receive holiday pay on the actual holiday. Others will receive holiday pay on the City recognized holiday. An Employee who does not perform work on any of the holidays provided for in this Article shall receive holiday pay for each holiday, equal to the number of daily hours an Employee is normally scheduled to work. An Employee who works on any of the holidays provided for in this Article shall receive compensation of 1.5 times the Employee's regular rate of compensation for hours actually worked on the actual holiday date in addition to 8 hours holiday pay (straight time pay).
- C. If an Employee is granted leave on the day on which the holiday is observed he or she shall be paid holiday pay, and no vacation leave or sick leave shall be deducted from the Employee's accrued balance. Employees who are not available for duty on any of the above designated holidays due to unpaid leave, on layoff, light duty (not due to on-duty injury), or on disciplinary suspension, shall not be eligible for holiday pay for that holiday.
- D. Holiday Day Pay Rate: Holiday pay, as provided for in this Article, shall be at the Employee's regular straight time hourly rate, as provided for in Article 17 of this Agreement. All accumulated holiday pay will be paid to the Employee in the first pay period of December, annually.
- E. Personal Leave: Employees shall earn 40 hours of personal leave annually. Employees will earn 10 hours of leave quarterly but are entitled to use all 40 hours from the beginning of the year. If an Employee leaves employment with the City, used but unaccrued personal hours used will be paid back on a pro-rata basis. Similarly, new Employees shall receive personal leave on a pro-rata basis. Employees must request to

use personal time at least 24 hours in advance of the requested leave. Personal leave shall be scheduled with approval of the Employee's supervisor at least 24 hours in advance of the requested leave by submitting a request in minimum increments of 1 hour or greater on the designated Request for Leave Form. The granting of personal leave requests shall be subject to the scheduling needs of the City and shall be scheduled consistently with the scheduling of vacation under Article 11, Section B, excluding Section B.2. The advance notice requirement may be waived by the Chief or Designee.

ARTICLE 13

SICK LEAVE

- A. Full time bargaining unit Employees shall accrue sick leave and elect sick leave conversion according to City Policies titled “Sick Leave Conversion” and “Retirement.” Sick leave shall not accrue while an Employee is on any unpaid leave, on layoff, on disciplinary suspension, or in overtime status.
- B. Sick leave shall be granted to an Employee, upon approval by the Employer or designee, for the following reasons:
1. Illness or injury of the Employee when such illness or injury prohibits the Employee from performing the normal duties of the Employee’s work assignment.
 2. Illness or injury of a member of the Employee’s immediate family where the Employee’s presence is reasonably necessary for the health and welfare of the affected family member. Sick leave usage for this purpose shall be limited to 3 days per incident, except for an FMLA qualifying illness or event. The City Manager may waive this limitation in his or her discretion.
 3. Medical, optical, dental, or other appointments with a licensed medical practitioner when such appointments are pre-approved and cannot reasonably be scheduled during non-work time.
 4. Exposure of the Employee to a contagious disease which could be communicated to and jeopardize the health of other employees. Use of sick leave for this purpose may require the confirmation of necessity by a licensed medical practitioner and the Employer.

Immediate family as used in this Article shall be limited to parent, parent-in-law, step parent, son, daughter, spouse or any other person who permanently resides in the Employee’s home.

- C. When an Employee is unable to report to work due to illness or injury, the Employee shall notify the on-duty supervisor or other designated person as soon as possible, but no less than 2 hours prior to the Employee’s scheduled time to report to work, unless extenuating circumstances prohibit. Such notification must be given on each day of absence, unless other arrangements are made with the Chief of Police or Designee. The Employee must give a satisfactory reason for his or her sick leave and location of convalescence, if different than the home address. Failure to do so may result in denial of sick leave for the period of absence. It is the on-duty supervisor’s responsibility to verify that the use of leave complies with this Agreement and/or department policy.
- D. Medical/Dental appointments are excusable absences and are valid reasons for use of earned sick leave. Employees are expected to schedule medical and dental appointments outside of work hours when possible. Otherwise, appointments shall be scheduled as far

in advance as possible, in order that scheduling and work priorities might be adjusted accordingly. To keep lost production to a minimum, the Employee should schedule appointments at the beginning or end of his or her schedule. Employees are expected to request only as much time as is needed to attend the scheduled appointment, including reasonable travel time. Medical/Dental appointments for routine or preventative treatment must be pre-approved and the approval for sick leave is subject to operational needs of the department or division.

- E. The City maintains the right to investigate any Employee's absence. The Employer may deny the payment of sick leave if the investigation indicates that the absence was not within the provisions of or the spirit of this Article. Denial of sick leave payment shall not preclude the Employer from implementing disciplinary action. Employee's may be required to furnish proof of illness as evidenced by a physician's statement, or the Employer may accept other satisfactory written statements of the Employee to justify the use of paid sick leave as required by the City Manager. Failure of the Employee to provide such a statement when requested shall result in the denial of sick leave pay. Additionally, for an illness or injury of 3 days or more, the Employee must provide a physician's statement to the Employee's department head upon return to work.
- F. Sick leave usage, when approved, shall be charged in minimum units of 1-hour. In order to receive pay for sick leave usage, an Employee must comply with all departmental rules and regulations governing application and use. Falsification of an application for sick leave or a medical practitioner's statement shall be grounds for disciplinary action.
- G. Funeral leave shall be paid according to City Policy in the section titled "Bereavement."

ARTICLE 14
MILITARY LEAVE

- A. Military Leave shall be granted in accordance with state and federal law.

ARTICLE 15

LEAVES OF ABSENCE

A. Leave Without Pay. The Employer may grant a leave of absence without pay to any Employee after all other accrued leaves have been exhausted for a maximum duration of 12 months for the following reasons:

1. Extended Illness Leave: To enable an Employee who is physically or mentally incapacitated to recover his or her health.
2. Extended Family Leave: To care for the Employee's spouse, child or parent with a serious illness.
3. Personal Leave: Other personal issues considered valid by the department/division head and approved by the Employer.

At the end of any leave without pay concerning medical issues of an Employee, the City may require a fitness for duty examination before an Employee is eligible to return to work.

B. Failure of the Employer to grant an unpaid leave of absence shall be subject to the grievance procedure through the City Manager Step, but shall not be subject to arbitration or appeal in any other forum. The granting of leave is subject to the following provisions:

1. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.
2. The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, Employees will advise the Employer 60 days prior to commencement of the desired leave so that the various departmental functions may proceed properly.
3. Upon completion of a leave of absence, the Employee is to be returned to the position formerly occupied, or to the next available similar position if the Employee's former position no longer exists or is not vacant.
4. An Employee may return to work before the scheduled expiration of leave as requested by the Employee and agreed to by the Employer (with a doctor's release if the Employee was absent for medical reasons). Failure of the Employer to grant a request for early termination of an approved leave of absence shall not be subject to the grievance procedure or appealable in any other forum. If an Employee fails to return to work at the expiration of an approved leave of absence, such failure to return, absent extenuating circumstances, will be considered a resignation of employment.

5. No benefits or service credit shall be accrued by an Employee granted an unpaid leave of absence, except that health insurance may continue to be available at the Employee's option pursuant to the terms and conditions of COBRA, unless otherwise required by federal law.

C. Family and Medical Leave

1. The parties agree to comply with the Family and Medical Leave Act, as amended.

ARTICLE 16

OCCUPATIONAL INJURY LEAVE (OIL)

- A. Each full-time Bargaining Unit Member shall be entitled to Occupational Injury Leave (OIL) up to a maximum of 90 calendar days for each qualifying injury. OIL may be granted to an Employee (a) who suffers a workers' compensation eligible on-the-job injury or occupational disease from an identifiable incident that occurred in the course of performance of his or her official duties within the scope of his or her employment with the Employer; (b) where such injury directly results from a hazard particular to police work; and (c) who is off work due to said injury for a continuous period of 7 calendar days. The City may decide to waive the requirement to use sick leave during the initial 7 calendar day period, but a City decision not to waive the requirement to use sick leave shall not be subject to the grievance procedure under this contract. Payment of OIL is conditioned upon the Employee's submission of supporting medical evidence to establish the Employee's inability to work. An Employee who is receiving OIL benefits will be required to use Family and Medical Leave (if eligible) concurrently with OIL.
- B. In the event of a service connected injury incurred in the active discharge of duty particular to police work, and not characteristic of other occupations, which injury is not the result of negligence, recklessness, self-infliction, intoxication, being under the influence of illegal drugs or legal drugs not used in compliance with a prescription, or "horseplay" by the Employee, the Employer shall consider a request for OIL from an eligible Employee and if approved, grant full pay for a period not to exceed 90 calendar days. This time shall not be charged to the Employee's sick time. No extensions of this OIL benefit are permitted.
- C. An Employee applying for OIL shall, in compliance with the rules of the Ohio Bureau of Workers' Compensation, sign a medical release authorizing the Employer or its designee to request all medical information related to the alleged injury, and/or treatment for the body part(s) alleged to be injured. The Employee is also required to complete a provider list identifying any and all physicians, medical facilities, and pharmacies who have treated or filled prescriptions for the Employee for the alleged injury or who have treated the Employee for the same body part in the past. The Employee may be required to submit to an exam by a licensed medical practitioner selected and paid for by the Employer.
- D. Any Employee claiming an occupational injury under this Article shall file an injury claim with the Ohio Bureau of Workers' Compensation (OBWC) as soon as possible. The Employee is required to complete an internal accident report within 24 hours or as soon as physically possible. An Employee who is receiving OIL leave will not request or be entitled to receive Temporary Total Disability (TTD) Compensation from the Ohio Bureau of Workers' Compensation for the same period for which they have received OIL benefits. An Employee eligible for OIL will receive said benefits after the first 7 calendar days. An Employee can use eligible accrued paid leave for the initial time off work before he or she is eligible for OIL. If the BWC/Industrial Commission ultimately allows the claim, the eligible Employee's OIL benefits will be retroactively granted to the first day of absence, and he or she will be credited the initial sick or vacation time used.

In the event the claim is ultimately denied by the BWC/IC, the Employee will revert back to sick leave status and will be charged sick leave or vacation time for any period he or she previously received OIL. For any period during which the Employee is receiving OIL, the Employee shall remit said payments back to the OBWC for the period during which the Employee received full pay from the Employer while on OIL.

- E. It is understood and agreed that the Employee and Employer will complete salary continuation forms for the period for which OIL is being paid. Said forms will be submitted to the OBWC. OIL benefits are considered wages in lieu of compensation. After OIL benefits have been exhausted, the Employee must continue to accept salary continuation if the City chooses to maintain salary continuation.
- F. Prior to determining an Employee's eligibility for OIL, the Employer will determine whether transitional work (within the City) is available. If restrictions are provided by the physician of record (POR), the Employer will determine whether there are any assignments within the City that the Employee can perform within his or her restrictions. It is strictly the management right of the Employer to determine if transitional work within the restrictions is available within the City. If the POR, after communicating with the Employer or its designee about the availability of transitional work, has not provided restrictions, and the Employee is certified as totally disabled, the Employer will adjudicate the request for OIL. Any physician's release to transitional work must include a full prognosis for the recovery and in no instance will transitional work for a single illness or injury be granted for more than 60 calendar days. In no case will an injured Employee be eligible for more than a total of 150 calendar days of combined injury leave and transitional work days.
- G. No entitlement to OIL shall arise from a personal injury sustained while an Employee is engaged in off-duty employment of any nature whether or not such private employment is related to the work conducted by the Employee for the City.
- H. Before an Employee on injury leave will be permitted to return to his or her former position of employment, he or she shall submit to the Police Chief a physician's statement and any other required documentation concerning the injury, demonstrating his physical ability to satisfactorily perform all the duties of his position. Additionally, the Police Chief may require the Employee to submit to an examination by a physician selected by the City, at the City's expense, if there is any question about the Employee's ability to return to full duty.

ARTICLE 17

WAGES AND REIMBURSEMENTS

- A. Sergeants at Step 1 shall be paid 7.5% above the top police officer. Sergeants at Step 2 shall be paid 10.5% above the top police officer. Sergeants at Step 3 shall be paid 15% above the top police officer.
- B. Shift Differential: Employees who work second or third watch shall be paid a shift differential of \$0.90 per hour for those hours actually worked.
- C. Pay for Performance Plan: In lieu of the current merit longevity benefit, the parties agree to participate in the City's new performance plan that will result in up to a 3% bonus annually (not an increase to base wage). The parties will meet annually (or semi-annually, if requested) to discuss the operation of the plan.
- D. Field Training Officer:
 - 1. An Employee assigned to the position of Field Training Officer shall receive one-half (1/2) hour of compensatory time in addition to his or her hourly wage for each full shift worked as a Field Training Officer.
- E. Educational Incentive:
 - 1. Employees shall receive an educational incentive in the amount of \$500.00 for a Master's degree. Payment shall be on an annual basis in December of each year.
 - 2. Employees shall not receive an educational incentive for any other degree.
- F. All Employees will be reimbursed \$45.00 per month for utilization of their personal cell phones for departmental matters.

ARTICLE 18

SPECIALTY ASSIGNMENTS

- A. Effective with the commencement of this Agreement, and thereafter, a notice concerning an available specialty assignment, other than short term assignments which are made based on the operational needs of the department within the bargaining unit, shall be posted for a period of 7 consecutive calendar days to permit interested candidates to apply for the position. No specialty assignment will be filled until the posting requirement is complied with. Positions under this Section shall be awarded on the basis of merit and fitness, in the Chief's sole discretion. Short term assignments shall be defined for purposes of this Article as no more than 90 days in duration which can be extended for good cause shown by an additional 90 days with notice to the Union. Any Employee assigned as the detective sergeant shall receive a \$800 clothing allowance annually that will be paid via payroll.

ARTICLE 19

HOURS WORKED AND OVERTIME

- A. Employees shall be paid one and one-half times their regular hourly rate for all hours worked in excess of their regularly scheduled hours per week. Employees who hold the position of Detective Sergeant shall be paid one and one-half times their regular hourly rate for all hours worked in excess of 40 hours per week. For purposes of this Section, hours worked includes any approved paid leave.
- B. Shift selection shall be accomplished pursuant to current practice, as reflected in General Orders 41.1 (Shift/Beat Assignment).
- C. The department/division head may permit an Employee to accumulate compensatory time in lieu of overtime pay, at the rate of one and one-half times for each hour of work performed. Utilization of compensatory time shall be in accordance with procedures for using vacation leave.

An Employee may accrue a maximum of 80 hours of compensatory time. The City may exempt certain positions under its authority from receiving compensatory time and/or cash payments for overtime worked (e.g., department heads, administrators, assistants, etc.) per the Fair Labor Standards Act. The positions affected by this exemption are noted in their position descriptions.
- D. All Employees may trade work hours with any other qualified Employee on a no loss/no gain basis in accordance with the Fair Labor Standards Act. There shall be no pyramiding of overtime, and an Employee shall not earn both premium pay and overtime pay for the same hours worked. An Employee may not earn overtime pay during the same hours the Employee is using leave.
- E. If an Employee is provided at least 14 days' notice of training, the Employee may be required to adjust his/her schedule to avoid overtime. Utilization of adjusted time due to training shall be in accordance with procedures for using vacation leave.

ARTICLE 20

OVERTIME OPPORTUNITY

- A. For any overtime opportunity known to the City at least 12 hours in advance, the City will maintain two overtime lists by seniority, one for road patrol shift overtime and one for overtime other than road patrol shift coverage. When the City determines to offer an overtime opportunity (other than detective sergeant work), it shall offer the opportunity by whatever electronic means that is readily available, to all Employees on the appropriate list. Road patrol shift overtime will be filled based on seniority. Overtime other than road patrol shift coverage will be filled on a rotating basis with an employee accepting overtime moving to the bottom of the list, except for council meetings, which shall be filled on a rotating basis by seniority. Any voluntary overtime known to the City with less than 12 hours' notice may be filled by the City at its discretion.
- B. If, after offering the overtime, an insufficient number of Employees voluntarily accept the overtime assignment, the City may order Employees in the group to work overtime in reverse order of seniority. The City, at its option, may order the least senior Sergeant working at that time to remain on duty after his shift for up to one-half of the next shift, and then may require the least senior Sergeant from the following shift to report early to work the second half of the shift.
- C. Qualifications. Where the City determines that it is required, an Employee with special qualifications may be assigned the overtime. An Employee who has already begun a task may be directed to complete that task during overtime hours. When the City determines that there is an emergency situation, or that there is any other operational necessity, the City may direct the Employee to work overtime.
- D. Mistakes in overtime assignments shall be corrected by offering the affected Employee the next available opportunity after the mistake is discovered.
- E. If there is no supervisor (rank of Sergeant or higher) working when the road patrol overtime opportunity is available, a Sergeant will be given first right to accept the overtime opportunity before the overtime opportunity is offered to officers of lesser rank.

ARTICLE 21

CALL BACK PAY

- A. Call Back Pay occurs when an Employee is called back by the Employer for official Employer business and the Employee physically reports for duty after more than 1 hour has elapsed since the Employee left the premises after the end of their shift. In that case, an Employee will be paid a minimum of 3 hours. Scheduled call back pay, other than attending court, will be paid at a minimum of 2 hours. If an Employee is called in to work for a period of time that is adjacent to the beginning of the Employee's shift, the Employee will be paid for time worked at the applicable rate. "Adjacent" is defined as up to one (1) hour before or after the shift.

ARTICLE 22

MODIFICATION, SEPARABILITY AND CONFLICT OF LAWS

- A. Unless otherwise specifically provided herein, the provisions of this Agreement shall be conclusive as to all bargainable matters relating to wages, hours of work, and working conditions. Therefore, the Employer and the OPBA, for the term of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to by the Agreement unless the Employer and the OPBA mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.
- B. If any provision of this Agreement be found to be illegal or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.
- C. In the event of the invalidation of any Article or Section, as described in this Agreement, the parties agree to meet, if requested in writing, within 30 days of such request for the purpose of renegotiating said Article or Section by good faith negotiations.
- D. The parties agree that this Agreement will be the sole and exclusive recourse available to Employees and the parties hereto. All sections of this Agreement that are inconsistent with Ohio law are intended to supersede Ohio law, in accordance with Chapter 4117 of the Ohio Revised Code. The parties agree that some sections of the Agreement may specifically identify certain Ohio laws that are superseded and others may not. If a section does not specifically indicate that Ohio law is superseded, that section shall nevertheless be interpreted to supersede Ohio law.

ARTICLE 23
INSURANCE

- A. All full-time Bargaining Unit Members of the City shall be eligible for HDHP/HSA health insurance upon such terms, conditions, and requirements, and in such amounts as is provided to City employees, generally.
- B. All full-time Bargaining Unit Members of the City requesting coverage shall receive term life insurance coverage equal to twice their annual base wage (rounded off to the next higher thousand dollars).
- C. For the term of this Agreement, the Employer shall pay the monthly cost of providing insurance as listed in Section A above to the maximum cost per month as listed below. If the cost of the Employer for providing such insurance exceeds the maximum amount per month as listed below, 50% of the cost that is in excess of the maximum shall be paid by the Employer and 50% of the cost that is in excess of the maximum shall be paid by the Employee. Insurance cost payments made by the Employee shall be by payroll deduction.

Medical Maximum Per Month

Effective September 1, 2023 \$1,339.72

Effective September 1, 2024

Single:	\$498.69
Employee + Spouse:	\$1097.13
Employee + Children:	\$947.54
Family:	\$1595.86

Effective September 1, 2025

Single:	\$528.61
Employee + Spouse:	\$1162.96
Employee + Children:	\$1004.39
Family:	\$1691.61

Effective September 1, 2026

Single:	\$560.33
Employee + Spouse:	\$1232.74
Employee + Children:	\$1064.65

Family: \$1793.11

Dental Maximum Per Month

Effective September 1, 2023: \$150.00
Effective September 1, 2024: \$150.00
Effective September 1, 2025: \$150.00
Effective September 1, 2026: \$150.00

* These effective dates are intended to be consistent with the plan years. If the plan year changes, the effective dates will be changed accordingly. In the event that the patrol officer's bargaining unit negotiates a medical maximum per month that is greater than the above rates, during the term of this agreement, all members of this bargaining unit will receive the same amount negotiated by the patrol officer's bargaining unit.

D. If the Employer determines that it is necessary to change any aspect of the health insurance coverages, then these issues shall be referred to the Health Insurance Review Committee for review and recommendation to the Employer. The Committee shall be chaired by a representative from Human Resources and a representative from the Finance Department. The remaining members shall be comprised of 7 members, 1 of whom shall be appointed by the Police Department Bargaining unit, 1 of whom shall be appointed by the Sergeant's Bargaining unit, 2 of whom shall be appointed by the Public Works Administration, 1 of whom shall be appointed from Municipal Building Administrative Staff, 1 of whom shall be appointed by the Golf Club at Yankee Trace, and 1 of whom shall be appointed by the Police Department of a non-bargaining unit member. The Committee shall have the authority to recommend a change in either the level of or provider for health care benefits, which include comprehensive major medical, hospitalization or health care insurance, and dental or optical benefits provided by the self-funded program. The Committee shall have the authority to continue the current plan benefits at the cost of the Employees if the Committee determines that such health care benefits at such cost are in the best interests of the Employees. The Committee shall not have the authority to modify the ceiling limits on Employer paid health care costs. A majority of the Committee shall constitute a quorum and it may take action or make recommendations only by a consensus vote of its Committee members. If the Committee is unable to reach consensus after exhausting all efforts to do so, the recommendation shall be made by a majority vote of the Committee members.

E. A difference between any Employee (or the Employee's beneficiary) and the insurance carrier(s) or the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the OPBA.

- F. The failure of any insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the Employer or to the OPBA; nor shall such failure be considered a breach by the Employer or the OPBA of any obligation undertaken under this or any other agreement. Nothing in this Agreement, however, shall be construed to relieve any insurance carrier from any liability it may have to the Employer, OPBA, Bargaining Unit Member or beneficiary of any Bargaining Unit Member.

ARTICLE 24

DURATION

This Agreement shall become effective as of January 1, 2024 and shall continue until December 31, 2026. Thereafter, it shall continue in force from year to year unless either party hereto notifies the other in writing at least sixty (60) days prior to the expiration of the term or extended term of the Agreement, of any intention to make changes in or terminate the Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this _____ day of _____, 2024.

FOR THE UNION:

FOR THE CITY:

Jeff Kaercher, Sergeant

Matthew Brown, Police Chief

Joseph Hegedus, OPBA Representative

Tyler Wilson, Police Lieutenant

Jennifer McCormick, HR Director

Wayne Davis, City Manager

Joseph Scholler, Labor Counsel

Approved as to form:

Scott Liberman, Municipal Counsel