

Perrysburg-OPBA-Patrol Officers-Final 3-5-24



AGREEMENT BETWEEN

THE CITY OF PERRYSBURG, OHIO

AND

**THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
PATROL OFFICERS**

Expires February 28, 2027

SERB Case No. 2023-MED-11-1101

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PREAMBLE

This Agreement, entered into by the City of Perrysburg, hereinafter referred to as the “City” or “Employer”, and the Ohio Patrolmen’s Benevolent Association, hereinafter referred to as the “Union” or “OPBA” has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and together with such memoranda of understanding to which the parties may agree, to set forth fully and completely the collectively bargained understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 1

Section 1.1 RECOGNITION

The City recognizes the OPBA as the sole and exclusive representative for all full-time patrol officers in the bargaining unit as set forth in the certification issues by the Ohio State Employment Relations Board in Case No. 06-REP-03-0031 on July 27, 2006.

Wherever used in this Agreement, the term “bargaining unit” shall be deemed to include all full-time patrol officers.

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

ARTICLE 2

Section 2.1 MANAGEMENT RIGHTS

The City reserves all rights, powers and authority customarily exercised by management except as expressly modified by specific language of this Agreement. Such rights, powers and authority shall include, but not be limited to, the determination and implementation of functions and programs; the standards of services; the utilization of technology; the organizational structure; the direction of, supervision, evaluation and hiring of employees; the maintenance and improvement of efficiency and effectiveness of the City's operations; the determination of the overall methods, processes, means or personnel by which the City's operations are to be conducted including the contracting out of work; the suspension, discipline, demotion, discharge of employees for just cause, the layoff, transfer, assignment, scheduling, promotion or retention of employees; the determination of the adequacy of the work force; the determination of the overall mission of the City as a unit of government; the effective management of the work force; the taking of actions to carry out the mission of the City as a governmental unit; the making, modification and application of rules and regulation for safety, efficiency and discipline.

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In addition, the Union agrees that all of the functions, rights, powers, responsibilities, and authority of the Employer regarding the operation of its work, business, and direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer. The Employer is not required to bargain on subjects reserved to the management.

Section 2.2 WORK RULES

The City reserves the right to implement, alter and/or amend reasonable rules governing the safety, health and conduct of employees, a violation of which shall be among the causes for discharge or other disciplinary action. The Union shall have seven (7) calendar days from the date of the issuance of the work rule in which to grieve the reasonableness of the rule at Step 4 of the grievance and arbitration procedure. If the Union grieves a work rule, it shall not delay the issuance of the rule. This section shall not preclude the Union from grieving the application of work rules on a case-by-case basis.

Section 2.2.1 REPORTING OFF DUTY INCIDENTS

Patrol Officers shall report to the Chief of Police or Designee, in writing within forty-eight (48) hours, any off duty incidents involving citations, arrests, and/or convictions for domestic violence, theft, violence, sex offenses, any felony arrests, or convictions, loss or suspension of driver's license, or citations or arrests for any of the driving conduct listed as "borderline" or "unacceptable" on the current Ohio Plan MVR Classification or any updated version. In the event the MVR Classification is updated, the City agrees to provide the employees with the updated version.

ARTICLE 3

Section 3.1 PURPOSE AND DEFINITION OF GRIEVANCE

It is the mutual desire of the City and the Union to provide for the prompt adjustment of grievances in a fair and reasonable manner, with a minimum amount of interruption of work schedules. Every reasonable effort shall be made by both the City and the Union to effect resolution of grievances at the earliest step possible.

A grievance shall mean any difference which arises between the City and the Union or any employee covered by this Agreement regarding the meaning or application of the provisions of this Agreement or work rules. The grievance and arbitration procedure under this Agreement shall take the place of any appeal to the State Personnel Board of Review or the City Civil Service Commission. For purposes of the Grievance and Arbitration procedure, working days shall mean Monday through Friday, excluding holidays celebrated during that period. Grievances shall be processed in the following manner:

STEP 1: CHIEF OF POLICE The aggrieved employee shall first present the written grievance to the Police Chief or designee within five (5) working days of the incident giving rise to the grievance as defined in Section 3.3 below. If a satisfactory settlement is not achieved within five

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(5) working days of the meeting with the Chief, the employee shall advance the grievance to the Human Resources Manager with a copy to the Chief of Police within five (5) working days from the date the grievance was presented to the Police Chief or designee.

When two (2) or more employees allege that a common violation has occurred, one grievance may be written for the grieving employees. All grieving employees must sign the grievance. In the case of a group or class grievance, the Union shall be permitted to submit the grievance to the Human Resources Manager with a copy to the Chief of Police with the signature of one (1) affected employee; however, signatures of the remaining affected employees who wish to be included in the grievance must be supplied to the Human Resources Manager and Chief no later than the date of the Step 2 meeting.

STEP 2: CHIEF/HR Within Ten (10) working days of when the grievance is referred to Step 2, the OPBA Director and the grievant shall meet with the Human Resources Manager or designee and the Police Chief or designee. The City will provide the Union with its answer in writing within five (5) working days of the date of the step 2 meeting.

STEP 3: MAYOR If appealed to step three (3) by the Union within five (5) working days of when the City gives its Step 2 answer, within an additional ten (10) working days, the OPBA attorney, the OPBA Director and the grievant shall meet with the Mayor or the Mayor's designee, the Human Resources Manager, and such other City officials and/or representatives as the Mayor or the Mayor's designee deems appropriate. The City will provide the Union with its final answer in writing within five (5) working days of the date of the Step 3 meeting. The City's final answer shall be final and binding upon the Union and all affected employees unless appealed to Step 4 by the Union in writing and received by the City within five (5) working days of the date and City's Step 3 answer.

STEP 4: ARBITRATION If no satisfactory settlement is achieved between the City and the Union at Step 3 and a timely appeal is made by the Union, the grievance receives the timely appeal to Step 4, representatives of the City and the Union shall attempt to select a neutral arbitrator to hear and determine the matter being referred to arbitration. If the representatives of the City and the Union are unable to agree upon a neutral arbitrator within ten (10) working days, the City and the Union shall jointly petition the Federal Mediation and Conciliation Service no later than thirty (30) working days after the City receives the Union's timely appeal to Step 4. The Federal Mediation and Conciliation Service shall submit a panel of seven (7) arbitrators from its Regional Panel from which panel an arbitrator shall be selected by striking names or by mutual agreement of the City and the Union. Subsequent panels of arbitrators may be requested where either the City or the Union determines none of the arbitrators on the panel is acceptable. The City or the Union, or both, shall notify the Federal Mediation and Conciliation Service of the name of the arbitrator selected.

The grievant has the right to advance a grievance to Step 3 or Step 4 if the City fails to timely respond at the prior Step. No grievance appeal to Step 4 will be time barred until ten (10) working days after the City's Step 3 response whether or not that response is timely.

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Section 3.2 POWERS OF ARBITRATOR AND COSTS OF ARBITRATION

The arbitrator shall only have jurisdiction and authority to interpret, apply and determine compliance with the provisions of this Agreement, but shall not have jurisdiction or authority to add to, detract from or alter the terms of this Agreement in any manner nor shall the Arbitrator have the jurisdiction or authority to assess a penalty or to determine any matter which might be construed as an interest arbitration except as may be expressly provided herein. Inadvertent errors in application of the provisions of this Agreement by the City shall not be construed to be an enforceable practice. The decision of the arbitrator shall be adequately set forth in the issue or issues to be decided, the positions of the parties, specific findings of fact, conclusions of law, and the award. The arbitrator's decision and award shall be binding upon the City, the Union and all affected employees unless set aside or modified by a court of competent jurisdiction. The arbitrator shall render their award within thirty (30) days of the date of the hearing or within thirty (30) days of the date briefs are filed, whichever is later. Each party shall bear the cost of its own presentation. The cost of any transcript and attendance fee shall be borne by the party arranging for the court reporter unless the other party or the arbitrator orders a copy of the transcript, in either of which cases the entire cost of the transcript and attendance fee shall be borne equally by the City and the Union. The expense of the arbitrator shall be borne equally by the City and the Union.

Any agreement reached between the City and the Union in resolution of grievance prior to arbitration shall be final and binding upon the City, the Union and all affected employees; provided, however, that nothing herein shall prohibit the Union and the City from agreeing that a particular resolution of a grievance shall not be used as a precedent in any future cases of any kind.

Section 3.3 TIME LIMITS FOR FILING GRIEVANCES

Grievances concerning discharge of an employee shall be submitted in writing at Step 4 of the Grievance Procedure within five (5) working days of the date of the discharge or the date the City issues its final decision following a discharge hearing, whichever is later. Copies of the grievance will be provided to both the City and the Union. Any other grievance shall be submitted at Step 1 of the Grievance Procedure within five (5) working days of the date the alleged violation occurred.

Section 3.4 INVESTIGATIONS

Internal investigations with regard to minor violations shall be completed within forty-five (45) calendar days after the filing of the complaint.

Major complaint investigations, other than criminal complaints involving felony violations, shall be completed within one hundred (100) calendar days after filing of the original complaint unless, upon request to the Human Resources Manager, who will forward the request to the Public Safety Director for a determination, an extension of time for such investigation to be completed is granted. The Bargaining Unit must be notified of the Public Safety Director's decision upon the granting of an extension request.

An additional fifteen (15) calendar days shall be provided beyond the forty-five (45) or one

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hundred (100) day limits above in cases where the investigation is not initiated by internal departmental investigation.

Criminal complaints involving felony investigations shall be investigated and completed in accordance with the statute of limitations set out in the Ohio Revised Code. Such complaints may be referred for investigation to the Bureau of Criminal Identification and Investigation or another law enforcement agency. Matters involving criminal complaints or proceedings involving alleged felony violations will not be subject to the above timelines.

Section 3.5 DISCIPLINE AND DISCHARGE

A. **GENERALLY**: Employees with seniority shall not be discharged or disciplined without cause. Violation of City rules governing the safety, health and/or conduct of employees covered by this Agreement shall be among the causes for discharge or other disciplinary action. Discharge or other disciplinary action may be subject to the grievance and arbitration procedure under this Agreement.

B. **MAJOR VIOLATION**: A violation of major City rules governing safety, conduct and/or health of employees may be among the causes for discharge or other disciplinary action. Major violations by way of example and not by way of limitation, may be falsification of any documents required by the City; unauthorized disclosure of sensitive or confidential information such as criminal reports or other confidential law enforcement reports or tax returns; being under the influence of and/or the unauthorized possession, sale or purchase of alcohol or illicit drugs during working hours; physical violence; engaging in gross insubordination; conviction of a felony; embezzlement of public funds; theft, pilferage or unauthorized possession of property; engaging in conduct or encouraging others to engage in conduct in violation of this Agreement, including but not limited to the no strike provision; workplace or sexual harassment; untruthfulness; or any offense involving gross misconduct.

C. **LESSER VIOLATIONS**: For violations of lesser City rules governing safety, conduct and/or health of employees, progressive discipline will be used, consistent with the seriousness of the offense and the work record of the employee.

D. **NOTICE OF DISCIPLINARY ACTION**: Every warning, suspension notice or discharge notice shall be in writing and shall contain at a minimum the date given, the name of the individual issuing it, the name of the employee receiving the warning or notice of disciplinary action, the nature of the alleged violation and the date or dates upon which the alleged violation occurred. The employee shall receive a copy and the Union shall receive a copy within five (5) working days of the City's gaining knowledge of the infraction or conclusion of the internal investigation as set forth in Section 3.7, whichever occurs later. The investigation time shall be reasonable and with notice to the Union. A copy shall be retained by the City in the employee's personnel file until the end of the respective periods set forth in Subsection E, at which time it will be removed from the employee's personnel file and placed in a separate file concerning prior disciplinary action.

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E. CLEARING OF EMPLOYEE'S RECORD:

Disciplinary action will expire from an employee's work record in accordance with the following schedule:

1. ORAL REPRIMANDS - twelve (12) months from the date of the reprimand.
2. WRITTEN REPRIMANDS - twenty-four (24) months from the date of the reprimand.
3. SUSPENSIONS OF THREE (3) DAYS OR LESS - thirty (30) months from the date of the suspension.
4. SUSPENSIONS OF FOUR (4) DAYS OR MORE - thirty-six (36) months from the date of suspension.

F. HEARING: No employee will be discharged, demoted, or suspended from employment with the City without first being given the opportunity for a hearing before the Mayor or the Mayor's designee.

The City shall issue its final determination in writing within seven (7) calendar days following the close of the hearing with copies to the employee and to the Union. If the employee is discharged, suspended, or demoted, as a result of the hearing, the employee shall have three (3) workdays following the date of the City's final determination in which to file a grievance at Step 4 of the Grievance and Arbitration Procedure.

G. RESIGNATION IN LIEU OF DISCHARGE: An employee may resign at any time prior to a final discharge decision and their personnel file shall show a voluntary resignation. If an employee resigns in accordance with this provision, the employee shall not thereafter file for unemployment compensation in a manner which will cause the City liability; and if the employee does so, the City will have the right to contend before the OBES that the employee was discharged from employment.

H. COUNSELING STATEMENTS: In lieu of disciplinary action, an employee may receive a counseling statement directed to correct a work deficiency or to improve work performance. Counseling is not disciplinary action and is not subject to the grievance procedure. Records of counseling shall not be retained in the Employee's personnel file for more than one (1) year from the date of issuance.

Section 3.6 PERSONNEL FILES

An employee, or the Union with the written permission of the employee, may be permitted to review the employee's personnel file and copy any material found therein at any reasonable time and place. Should the employee, upon review of the employee's personnel file, come across material of a negative or derogatory nature, the employee may provide a written and signed

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comment in rebuttal, mitigation, or explanation of said material, which comment shall remain in the employee's file so long as the negative material remains. Reviews will be conducted on the employee's own time. Any material copied from the file will be at the expense of the employee or the Union.

It is recognized that personnel files are kept by the City at a central location as well as within the various divisions. It is the policy of the City that the division personnel file should contain nothing which is not in the central personnel file. The City will notify its Division heads of this policy in writing. This shall not affect the maintenance of separate files for expired disciplinary records, records relating to health information, etc. The employee or the Union will provide the City with 48 hours (Monday through Friday) notice in advance of the desire to inspect and copy personnel files so as to permit the City to inspect the files and to provide them for inspection and copying at one location.

In the event the City receives a public records request for copies of materials contained in a bargaining unit member's personnel file the employee will be advised of the request.

Section 3.7 RIGHTS OF EMPLOYEES

Employees of the Police Division included within the scope of this Agreement shall be entitled to the following rights as they relate to non-criminal charges against an employee for violation of Police Division policies, rules, and regulations. An employee being investigated for possible criminal charges shall be afforded the same constitutional rights as are required to be provided to any other citizen.

A. Any time that the Police chief or designee conducts a disciplinary hearing with an employee, the employee shall be advised of their right to have a Union representative and/or Union attorney present in accordance with the collective bargaining agreement. In any disciplinary hearing, each party shall have the right to question the other party's witnesses. Complaints against an officer for a violation of division policy and procedure shall be reduced to writing and signed by the complainant.

B. An employee who is to be questioned as a suspect in any investigation of any criminal charge against them shall be advised of their Constitutional Rights before any questioning starts. Any internal Police Division questioning of the officer named in the criminal complaint and any administrative charges against that officer may be delayed until after the trial stage of the criminal case at the discretion of the Police Chief and shall be delayed until after the trial stage of the criminal case provided: (1) the officer involved declines to participate in the administrative investigation and (2) the officer removes themselves from duty without pay.

C. Before an employee may be charged with any violation of Division Rules and Regulations for a refusal to answer questions or participate in an investigation, they shall be advised that their refusal to answer questions, or participate in such investigation, may be made the basis of such a charge.

D. Any interrogation, questioning or interview shall be conducted at a reasonable hour,

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preferably while the employee is working. 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. No more two (2) individuals will interrogate, question, or interview the employee at one time.

E. The employee shall be informed of the nature of the investigation prior to any questioning.

F. 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.

Where no complaint has been received and there is no reason to suspect a violation, city administrators, command officers and/or supervisors shall not initiate solicitation of complaints.

G. The Employer may divulge the fact that a particular officer is under investigation but may not release any additional information until the investigation is completed and the employee is either cleared or charged. Prompt notice must be provided to the Police Bargaining Unit Steward when, upon inquiry, the Division divulges the fact that an officer is under investigation.

H. When an employee suspected of a violation of policies, rules or regulations is being interrogated in an internal departmental investigation, such interrogation will be recorded at the request of either party. The party requesting the recording shall be responsible for the cost unless both parties desire a copy, wherein the cost shall be equally shared. In addition, the party requesting the recording shall be responsible for providing the appropriate recording equipment.

I. An employee who has been charged with a violation of any Divisional policies, or Rules and Regulations, shall, upon request, be provided the opportunity to inspect and obtain written statements and any other a material as a condition of its use at a hearing on such charge. Such a request must be made two (2) business days prior to the scheduled hearing time. However, the two (2) business day provision may be waived in extenuating circumstances.

J. Any evidence obtained in the course of an internal departmental investigation through the use of administrative pressures, threats or promises made to the employee shall not be used by the City in any subsequent court action.

K. In the course of an internal departmental investigation, a polygraph examination will be administered only with the consent of the officer under investigation. If in the course of an investigation, an employee has been given a polygraph examination, such examination shall not be used by either party in any subsequent court action.

L. When an employee is to be interviewed in an investigation of any other member of the Police Division, such an interview shall be conducted in accordance with the procedure established herein.

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M. If the rights of the employee who is under investigation as provided herein have been violated, the violation shall be subject to the grievance procedure, but commencing at the third step of such procedure.

ARTICLE 4

Section 4.1 SENIORITY

Seniority or City-wide seniority shall be defined as the length of service with the City measured from the employee's most recent date of hire unless otherwise specified in this Agreement.

Bargaining unit seniority shall be defined as the length of service in the bargaining unit measured from the employee's most recent date of employment in the bargaining unit.

Classification seniority shall be defined as the length of service in an employee's regularly assigned classification measured from the employee's most recent date of employment in that classification.

Section 4.2 PROBATIONARY PERIOD

Employees covered by this Agreement shall be considered probationary employees from the date of their most recent employment with the City through a period extending one year following the later of that date or successful completion of the Academy. During the probationary period, employees will be reviewed after the first six (6) months to determine whether or not they will be retained in employment. A second such review will be made before the end of one (1) year. Probationary employees must work at least 2080 hours during the one-year period. For the purposes of this section, time off on sick leave, vacation time, compensatory time, personal time, military leave, pregnancy/parental leave, administrative leave, unpaid time off, or time on light duty, shall not count as hours worked for the purposes of this section. If an employee does not work the minimum number of hours, their probation will be extended until 2080 hours have been worked. During probation they may be discharged or disciplined without recourse to the grievance and arbitration procedure and will receive no benefits, other than health insurance benefits, except as may be statutorily required. Upon successful completion of the probationary period, an employee will receive seniority retroactive to the employee's most recent date of hire.

Section 4.3 LOSS OF SENIORITY

Seniority shall be considered broken and the employee shall be considered terminated when the employee is discharged for cause, voluntarily quits, overstays an approved leave of absence or any extension thereof, engages in gainful employment while on an approved leave of absence without the knowledge and written approval of the City, is absent for three (3) consecutive work days without reporting such absence to the City, is laid off for a period of time equal to the employee's seniority at the time of the layoff not to exceed a period of eighteen (18) consecutive months, or fails to report for work within five (5) working days after receipt of a certified letter notifying the employee of a recall to work following a layoff.

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Section 4.4 LAYOFF/RECALL

A. **LAYOFF**: When there is a reduction or displacement in the work force, temporary and probationary employees in affected classifications covered by this Agreement shall be laid off before employees with seniority. Employees in each affected classification will then be laid off beginning with the employee with the least classification seniority. Employees will be provided at least fourteen (14) days advance written notice which will state the reasons for the layoff.

B. **BUMPING**: An employee from the Sergeants' bargaining unit who is to be laid off may utilize City-wide seniority to displace the least senior officer in the Patrol Officer bargaining unit. A patrol officer employee who is about to be laid off may bump an employee with less bargaining unit seniority in a lower rated classification within the Patrol bargaining unit, if such a classification exists, provided they have the ability to perform the work. Patrol Officers may exercise said bumping rights by giving the City written notice of their intent to do so within seven (7) days of receipt of notice of a layoff.

C. **PAY**: An employee who bumps into a lower rated classification will retain the same step level but receive the appropriate pay for the lower classification. An employee who returns to their former classification after a layoff or a bump shall do so at the same step level, they would have been in but for the bump or layoff.

D. **RECALL**: An employee who is laid off or displaced will be placed on a recall list for their respective bargaining unit and will remain on the list until the earliest of the following occurs; (1) the employee is recalled in order of classification seniority to their former classification within the Patrol bargaining unit; (2) the employee refuses a recall to their former classification; or (3) the employee is laid off for a period of time equal to their bargaining unit seniority at the time of the layoff not to exceed a total of eighteen (18) months.

In the event of a vacancy in the Police Division, an employee on the recall list will be eligible for the same Civil Service Commission and subsequent City consideration as any employee not on layoff.

Notice of recall shall be by certified mail with return receipt sent to the employee's last known address in the City records.

Section 4.5 VACANCIES

When the City determines there is and intends to fill a vacancy, the City may hire to fill the vacancy.

An employee hired to fill a vacancy shall be governed by the Probationary Period provisions under Section 4.2 of this Agreement.

Lateral entry: Based on evaluation by the City of the lateral transfer officer's ability to perform required duties at a level commensurate to their years of experience, the City may at its

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sole discretion compensate and extend vacation benefits to a lateral transfer officer up to the same rate as established for current employees in the same classification and who have the same time in service with the City as the lateral transfer officer. The lateral transfer officer's seniority will be as defined in Section 4.1.

Section 4.6 SENIORITY WHILE OUTSIDE BARGAINING UNIT

A bargaining unit employee who is promoted out of the bargaining unit shall be permitted to return to the Patrol Officer classification or rank. In the event this occurs, the employee's Patrol Officer bargaining unit seniority shall resume from the point at which the employee was promoted or transferred out of the Patrol Officer bargaining unit. City-wide seniority shall continue to accumulate regardless of the length of time an employee performs work outside the bargaining unit. If an employee bumps back into or returns to the bargaining unit, the employee may be placed on the shift that has an opening or on which manpower is most needed, as determined by the City, if no shift has an opening at the time the employee bumps back. The employee will then be permitted to bid their shift during the next shift bidding cycle in accordance with the process set forth in Article 5, Section 5.1.

ARTICLE 5

Section 5.1 WORKING HOURS - PATROL OFFICERS

The normal work schedule for Patrol Officers of the Police Division will be four (4), eight and one-half (8 and 1/2) hour shifts followed by two (2) consecutive days off, referred to as a four (4) and two (2) work schedule.

The normal work schedule for officers assigned to work an administrative schedule will be five (5), eight (8) hour days in a forty (40) hour work week.

Patrol Officers' annual regularly scheduled work hours shall consist of two thousand eighty (2080) work hours per calendar year which equates to two hundred sixty (260) days of eight (8) hour shifts.

The 4 and 2 work schedule with eight and one-half (8 and 1/2) hour shifts results in two thousand sixty-three (2063) work hours per calendar year or two hundred forty-three (243) days of eight and one-half (8 and 1/2) hour scheduled shifts. The 4 and 2 schedule, working eight and one-half (8 and 1/2) shifts would equate to two hundred fifty-eight (258) days of eight (8) hour shifts.

The 4 and 2 schedule results in an annual seventeen (17) work hour deficit or schedule adjustment credit. For employees working the 4 and 2 schedule, the work hour deficit will be satisfied by each employee, working without compensation, four (4) four and one-quarter (4 1/4) hours, as scheduled by the City, immediately preceding, or following the employee's scheduled shift.

When an employee elects to take a full eight and one-half (8 and 1/2) work shift off by

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utilizing either sick leave, vacation, personal, pregnancy/paternal, or compensatory time, eight and one-half (8 and ½) hours will be deducted from the employee's sick leave, vacation, personal, pregnancy/paternal, or compensatory time account.

This Section shall not preclude patrol officers from working a regular shift of longer duration if the parties mutually agree to its duration. One-half (½) hour shall be allowed during each shift for meals, subject to emergencies. Patrol Officers are subject to emergency calls. Patrol Officers will work on a regular shift basis for a one (1) year period.

In the fall, when there is a time change from daylight savings time back to standard time, employees working the shift when the time change occurs will work an extra hour for a total of nine and one-half (9 1/2) hours. In the spring, employees working the shift when the time change occurs from standard time to daylight savings time will be assigned to work an additional hour for a total of eight and one-half (8 1/2) hours.

Section 5.2 PAY PERIODS

When a Patrol Officer works all the regularly scheduled hours during a pay cycle or substitutes approved leave time off (e.g., vacation, compensatory time, sick leave, injury leave, holidays, personal leave, pregnancy/parental leave, or bereavement leave) for regularly scheduled hours, the employee will be paid 80 regular hours for the pay cycle. This applies both when the employee works a pay cycle with less than 80 regularly scheduled hours or when the employee works a pay cycle with more than 80 regularly scheduled hours.

Pay periods for all employees shall be biweekly. Paydays shall be every other Friday unless the selected Friday falls on a holiday on which employees do not normally work. In such an event, payday shall be on the first regular workday preceding such holiday.

Section 5.3 SHIFT BIDDING AND ASSIGNMENTS

Patrol Officers will have the right once per year, according to practice, to bid shifts and select an available key on the basis of bargaining unit seniority. Bids will be posted by November 1 of each year and completed by November 30 of each year. The qualifications and experience of the employee, the number of employees necessary on a shift, and whether there is a sufficient number of qualified, experienced employees on a shift will be determined by the Chief. In the event an insufficient number of qualified, experienced employees is or would be assigned to a shift, the Chief may assign the least senior qualified, experienced employee(s) to that shift.

Notwithstanding the foregoing, the Chief may temporarily adjust individual employee schedules to meet the operational needs of the Division. Employees subject to temporary schedule changes of more than one (1) day will be provided at least seven (7) calendar days advance written notice with an explanation for the schedule adjustment. The seven (7) day notice shall not apply in an emergency or other unforeseen situation.

In the event the Employer intends to implement a general department scheduling change (defined as a restructuring of the schedule format, e.g. 4 days on 2 days off to 5 days on 2 days

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off) the parties agree to utilize the Labor Management Committee, as provided in Section 10.1, to discuss the Employer's rationale for the change and to give the parties an opportunity to discuss potential alternatives, if alternatives exist. General department scheduling change is not intended to mean a temporary re-assignment of personnel onto another shift to fill a scheduling void due to an extended leave of absence, retirement, resignation, termination, etc.

If, at the conclusion of the Labor Management Meeting discussion, the Employer determines to institute any general scheduling change, it shall provide at least forty-five (45) calendar days' notice of the change to the employees.

If an opening develops on a shift which a Senior Officer originally bid for, they may elect to decline their original bid and remain where they are, at which time such opening shall be offered to the next Senior Officer who originally bid that shift as their first choice, and continue until filled, or if not filled will be assigned to the least Senior Officer.

Section 5.4 OVERTIME PAY

A. All work actually performed in excess of regularly scheduled hours in a workday or in excess of all regularly scheduled hours within a 14 day pay cycle, will be paid at one and one half (1½) times an employee's hourly rate of pay. A day is defined as a twenty-four (24) consecutive hour period commencing at the start of the day shift. Unless specified, unworked time shall not be considered as hours worked for purposes of this Agreement, except that paid time off work on holidays, vacation, and compensatory time shall be counted as hours worked for the purpose of computing overtime; provided that an employee will not receive premium pay for more hours than they actually worked during the bi-weekly pay period. Only one (1) period of paid time off work will be counted for computing overtime when an employee receives pay in more than one (1) of the above categories for the same period of time (e.g. being paid holiday pay for the same day as paid vacation). Work actually performed on holidays shall be paid at one and one-half (1½) times an employee's hourly rate of pay. Holiday pay will be paid in accordance with Sections 7.2 and 7.3 in addition to pay for hours worked on a holiday. There shall be no pyramiding of overtime.

B. In order to provide an opportunity for the equalization of overtime, a list will be compiled at the conclusion of each pay period, consisting of all Patrol Officers and Sergeants listing the amount of overtime accumulated by each person for the calendar year to date. When overtime becomes available, it will be offered to the person with the least amount of overtime first and shall continue up the list with the person having worked the most overtime being offered the overtime last. The list shall be reset each January based on the amount of overtime worked during the last pay period for the previous year.

C. Overtime worked for all employees must be authorized in advance by the immediate supervisor, except in case of emergencies.

D. When no one volunteers to fill overtime, the City will exercise its authority to force in an employee as outlined in section 5.7.

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Section 5.5 COMPENSATORY TIME

Employees may elect to use compensatory time in lieu of pay for overtime hours worked. The election shall be in writing and must be made immediately following the end of the work week in which the overtime is worked. Each overtime hour worked shall be equal to one and one-half (1½) hours of compensatory time. An employee shall be allowed to maintain a maximum of one hundred twenty (120) hours of compensatory time. An employee may use up to a maximum of one hundred twenty (120) hours of compensatory time per calendar year. When an employee is at the maximum accumulation limit for compensatory time all overtime worked shall be paid. Requests for compensatory time off must be submitted by the employee no sooner than sixty (60) days in advance of the time being requested off.

An employee will be permitted to take compensatory time off on the date requested by the employee, provided that it will not unduly interrupt the operation of the City or result in additional overtime work unless authorized by the Chief or designee. Only two (2) total patrol bureau employees (e.g., two (2) patrol officers or one (1) patrol officer and one (1) patrol sergeant) will be permitted to take compensatory time, personal time, or vacation time off, or any combination thereof on each shift per day. At the sole discretion of the City, additional officers may be permitted to take compensatory, personal time, or vacation time off, provided that the time off does not result in overtime and does not interfere with the orderly operations of the City. Prior requests for vacation time will supersede requests to use compensatory time off at the same time.

The Chief or designee(s) shall grant or deny the employee's request for compensatory time off within five (5) days of its submission to the appropriate command officer. In the event the prohibition of allowing compensatory time to be used if it would create additional overtime is determined to be unenforceable by a court of competent jurisdiction in a case brought or supported by the Union, the restrictions upon accumulation and calendar year annual use of compensatory time off in lieu of pay for overtime hours shall each be set at eighty (80).

Compensatory time off may be used in amounts of one hour or more. Pay for accrued compensatory time shall be at the regular rate of the employee at the time payment is made, except for cases of termination of employment where pay shall be at the average regular rate of the employee during the last three (3) years of employment or the regular rate of the employee at the time the payment is made, whichever is higher. Any Patrol Officer shall be permitted to cash in accumulated compensatory time at a minimum of twenty (20) hours at a time. Requests shall be submitted at least two (2) pay periods in advance and shall be paid in the payroll check.

When no one volunteers to fill overtime, the City will exercise its authority to force in an employee, as outlined in section 5.7.

Section 5.6 TRADING TIME

An employee will be permitted to trade days off with another qualified employee within the same classification provided that the trade does not result in the payment of overtime or interfere with the orderly operations of the City. Three (3) days advance written notice of the trade will be provided to the City, except in cases of unforeseen emergency where the three (3) day

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notice period may be waived by the City. Trades will not involve more than two (2) employees and no additional trades will be permitted until the original trade is repaid. All trades must be repaid within the same pay period.

Section 5.7 FORCED OVERTIME

When an employee is on preplanned time off (scheduled at least 72 hours in advance), including vacation time, compensatory time, sick time, military time, personal leave, jury duty, bereavement leave, worker's comp, approved unpaid leave, FMLA leave, pregnancy and parental leave, or is attending training, overtime will first be offered and filled on a volunteer basis. When necessary, if no one volunteers to fill the shift of an employee taking preplanned time off as listed above, or is attending training, the City will exercise its authority to force in the least senior regularly scheduled employee(s) on the prior shift to stay and the least senior regularly scheduled employee(s) on the following shift to report early, or if none is available, another employee by inverse order of seniority shall be forced. An employee will not be forced in for overtime coverage when an employee is on a vacation day, compensatory day, personal day, or regularly scheduled day off, except in an emergency or other situation requiring additional staffing, as determined by the Chief. A patrol officer will be forced before a sergeant. In order to ensure the safety of employees, employees should not be forced to work longer than twelve (12) consecutive hours. Employees who are scheduled to work for twelve (12) consecutive hours should be given eight (8) consecutive hours off prior to the twelve (12) shift and (8) consecutive hours off prior to their next shift, after working a twelve (12) shift, whenever practicable.

In the case of a short notice call-off (less than 72 hours), if no one volunteers to fill the shift, the least senior regularly scheduled employee(s) on the prior shift will be forced to cover the shift of the employee who called off, or if none is available, another employee by inverse order of seniority shall be forced. An employee will not be forced in for overtime coverage when an employee is on a vacation day, compensatory day, personal day, or regularly scheduled day off, except in an emergency or other situation requiring additional staffing, as determined by the Chief. A patrol officer will be forced before a sergeant. In order to ensure the safety of employees, employees should not be forced to work longer than twelve (12) consecutive hours. Employees who are scheduled to work for twelve (12) consecutive hours should be given eight (8) consecutive hours off prior to the twelve (12) shift and (8) consecutive hours off prior to their next shift, after working a twelve (12) shift, whenever practicable.

ARTICLE 6

Section 6.1 SICKNESS, ACCIDENT, DISABILITY LEAVES

For purposes of this Article and all other references in this Agreement to "health care professional" OR "licensed health care professional," the term shall mean physician, psychologist, psychiatrist, and others licensed to administer health care independently or under the direction of a physician.

Leaves under this section for purposes authorized by the Family Medical Leave Act shall be charged against eligibility for leaves under Section 6.7 Family and Medical Leaves of Absence

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until the same has been exhausted. Leaves of absence for sickness, accident, or disability (including pregnancy) shall be granted in writing when the City is presented with a health care professional's certificate indicating the reason(s) the employee is unable to perform their regular job duties and the anticipated duration of the leave.

Leaves of absence for worker's compensation shall be for a minimum of seven (7) calendar days and a maximum of thirty (30) calendar day periods up to a maximum of one hundred eighty (180) calendar days within a twenty-four (24) month period or three hundred sixty-five (365) calendar days within a twenty-four (24) month period for a Workers' Compensation disability. Any request for an extension must be accompanied by a healthcare professional's certificate setting forth the same type of information as is required for the original leave of absence.

At the beginning of a leave of absence or at any time(s) during a leave of absence or any extension thereof, or at the end of a leave of absence, the City may require the employee to be examined by a licensed healthcare professional to determine whether or not the employee is able to perform their regular job duties/essential functions of the position.

Examinations shall be conducted by a health care professional designated by the Employer for the purpose of verifying the illness, determining whether the employee is unable to perform their required duties, and determining the expected date of recovery. The Employer shall bear the cost of the examination.

The employee may dispute the findings of the City's health care professional by submitting to the City written reports of their health care professional. If the City's health care professional and the employee's health care professional are unable to agree on whether the employee is able to perform their regular job duties/essential job functions, the two health care professionals shall choose a third health care professional who shall forthwith examine the employee and whose written decision shall be final and binding upon the City, the Union and the employee. This process must be expedited. The examination by the City health care professional shall be at the City expense and the examination by the third health care professional shall be borne by the City. If it is determined by the employee's health care professional or by the third health care professional that the employee is able to perform their regular job/essential job functions, the employee shall report for work the following day after being notified by the City to do so. Failure of the employee to report for work shall be considered as overstaying an approved leave of absence.

An employee on an approved leave of absence under this Section must exhaust accrued but unused sick leave and may then use accrued but unused vacation pay. When sick leave and vacation pay are exhausted, the employee will be on unpaid leave. Employees eligible for accident compensation benefits under Section 9.3 will not be eligible to use accrued but unused sick leave or vacation pay. The City will continue to pay health insurance premiums on behalf of an employee for the first sixty (60) days of an unpaid leave under this Section and thereafter the employee must pay the full premium rate to the City to maintain health insurance in effect.

When necessary, if no employee volunteers to fill the shift of an employee taking sick leave, the City shall exercise its authority to force in an employee, as outlined in section 5.7.

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Section 6.1.1 DISABILITY SEPARATION

Notwithstanding the provisions of this section or other provisions of the Agreement, if the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of their position, or poses a threat to themselves or others, the Employer may order an examination by an appropriately qualified health care professional, at the Employer's expense. Upon receipt of the health care professional's opinion on fitness for duty, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable and provided that it is concluded the employee is unfit for duty, then the employee will be placed on sick leave, FMLA, unpaid disability leave, or disability separated. Such action(s) is (are) non-disciplinary in nature.

In the event that an employee applies for pension system disability, the Employer will support such action and provide any requested documentation to support such application.

Section 6.2 JURY DUTY

An employee called for Jury Duty or Grand Jury must notify their supervisor the next workday following such notification. The City will pay the employee's full pay for each workday, while the employee is on jury duty provided the employee endorses any jury duty pay, they receive over to the City. An employee working the day shift or afternoon shift, who is called for Jury Duty or Grand Jury, will not be required to work their scheduled shift on the day(s) that they are required for Jury Duty of Grand Jury. An employee working the midnight shift, who is called for Jury Duty or Grand Jury, will not be required to work their scheduled shift immediately preceding the day(s) that they are required for Jury Duty of Grand Jury. An employee serving as a juror or grand juror must provide written documentation from the court, documenting the dates that the employee served.

Section 6.3 BEREAVEMENT LEAVE

In case of death of an employee's child, current spouse, mother, father, brother, sister, grandmother, grandfather, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepmother, stepfather, stepchild, or any other relative who resides in the household of the employee, the Chief or the Chief's designee may, upon request grant a leave of absence from the day of death, until and including the day after the funeral not to exceed five (5) working days to employees. Full-time employees will receive pay for their regularly scheduled work hours as applicable at the applicable straight time rate for each day of bereavement leave.

If a holiday occurs while an employee is on funeral leave, the employee will be paid for the funeral leave or the holiday, but not for both.

Depending on the individual circumstances, the Chief or the Chief's designee may allow an employee to take one (1) or more of the five (5) days of bereavement leave at a later time, past the date of death, to address items related to the death (estate, etc.). The decision to grant this

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exception shall be at the discretion of the Chief or the Chief's designee. Additional bereavement leave may be granted at the discretion of the Chief or the Chief's designee, with such additional time being deducted from the employee's sick leave bank.

Section 6.4 MILITARY LEAVES

The City will comply with State and Federal laws regarding military leave.

Section 6.5 PERSONAL LEAVE OF ABSENCE

The Mayor or the Mayor's designee may grant employees a leave of absence without pay for such purposes, periods of time, and under such conditions that the Mayor or the Mayor's designee may specify. An employee must submit a written application to the Mayor, or the Mayor's designee. Such leaves will be considered with due regard to the needs of the employee.

Section 6.6 FATAL FORCE LEAVE

When an employee has to administer such force as to fall into the category of Fatal Force, the employee shall not be required, pursuant to Garrity rights, to respond to an internal investigation inquiry within twenty-four (24) hours following the event. In the event the employee has to administer Fatal Force, the employee may request, or the Chief of Police may require, the employee to have necessary time off or reassignment to an office detail, if available within the terms of this Agreement, to relieve the stress resulting from the use of Fatal Force. Necessary time off or reassignment shall not initially exceed seven (7) calendar days per incident unless extended by the Chief where additional leave is necessary. To qualify for Fatal Force leave, the employee must be evaluated by a qualified licensed healthcare professional, chosen by the City, and determined to be in need of such leave; and if a course of treatment is required, the employee must agree to undergo same with a licensed health care professional chosen by the City. The cost of such treatment shall be borne by the City. An employee off work on a Fatal Force leave will receive their regular rate of pay for all straight time hours of work missed during the employee's regular work schedule. Said leave shall not be charged against the employee's sick leave credit.

Section 6.7 FAMILY MEDICAL LEAVE

The Family Medical Leave Act of 1993 shall not diminish the leave of absence rights and benefits under this Agreement, where it provides greater rights and benefits than the Family Leave Act. Only to the extent that the Family Leave Act mandates leave rights and benefits beyond those provided in this Agreement, those incremental leave of absence rights and benefits shall be accorded to employees eligible, therefore, under the act and regulations issued pursuant to it. Employees may, upon written notice, during periods of Family Medical Leave, hold up to five (5) sick leave days for use at a later date.

Nothing contained in this section shall affect compensatory time under Section 5.3 nor vacations under Article 8.

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A. When an employee becomes physically or mentally incapacitated (due to a non-duty related injury or illness) for the performance of normal duties of their position as determined by the appropriate health care professional, the employee should first use accumulated but unused sick or other forms of accrued leave. In accordance with Section 6.7, "Family and Medical Leave," leave taken for this purpose shall count toward an eligible employee's annual entitlement to 12-weeks of Family and Medical Leave. Eligibility for Family and Medical Leave is defined in Section 6.7 of this contract.

B. Employees are required to request consideration for a light-duty work assignment themselves. In order to be considered for a light-duty assignment, employees will be required to sign a medical release so that the City may contact the employee's healthcare professional about the type of work duties that the employee may perform. The Chief or designee shall decide on a case-by-case basis if there are light duty work assignments available that fall within the restrictions that the employee has been placed under by their health care professional. The distribution of light duty assignments and/or refusal to establish a light duty assignment is solely the decision of the Chief or designee and City administration, and such decision shall not be grievable.

C. If the employee is unable to perform their normal duties, as determined by a health care professional, the employee may be temporarily placed into a position which is less strenuous if one is available for a period of time not to exceed three (3) months. Depending upon the facts in each individual case, the Municipal Administrator may extend the temporary light duty opportunity for not more than three (3) additional months. Light duty assignments should be within the Police Division unless the City and the employee mutually agree to an assignment in another division or department.

D. If no light duty assignments are available, then the employee must remain off work pending a release from their health care professional until they can perform their full duties or until such time as a light duty assignment occurs which meets the physical restrictions/limitations of that employee. During this period of time, the employee may use other accrued leave time, such as sick leave, vacation, and compensatory leave, in order to remain in a paid status.

E. Light duty assignments for work-related illnesses and injuries shall take precedence over non-duty related illnesses and injuries. An employee, who is working in a light duty capacity because of a non-work-related illness or injury, may be displaced from that light duty assignment if the City needs to place another employee who has a valid work-related illness or injury into a light duty/transitional work assignment.

F. Prior to any employee being temporarily placed into light duty because of an off-duty injury or illness, the employee must provide to the City both a release signed by their health care professional that the light duty assignment meets the requirements of the physical/mental restrictions and that the health care professional has placed on the employee and a specific listing of the physical restrictions under which the employee is released to work. The purpose of the health care professional's release and physical/mental restrictions listing is to ascertain if the employee is physically/mentally capable of performing the duties required of the light duty

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position. While working in a light-duty capacity, the employee may be required to provide to the City every thirty (30) days an updated release from their health care professional establishing the current physical/mental restrictions under which the employee is released to work.

G. If at the end of the temporary reclassification to a less strenuous position and/or complete exhaustion of all accumulated leave time and/or Family Medical Leave, the employee is still unable to perform the normal duties of their position, an extension of the temporary reclassification will not be granted, and employment with the City may be terminated.

Section 6.9 PREGNANCY AND PARENTAL LEAVE

A. For the purpose of this section, the term "qualifying event" means the birth of a child or the adoption or foster care placement of a child who is less than six years of age. Adoption of a stepchild is not a qualifying event. Pregnancy and Parental Leave does not reduce the employee's accrued time under any other City paid leave program (such as sick, personal or vacation). An employee on Pregnancy and Parental Leave will continue to accrue sick leave and vacation leave at their regular rate. Any holiday occurring during Pregnancy and Parental Leave period shall be counted as part of the Pregnancy and Parental Leave and paid as such. If both parents are eligible for Pregnancy and Parental Leave under this policy, they may choose to take Pregnancy and Parental Leave concurrently or consecutively.

B. Beginning with the approval of this agreement, all full-time bargaining unit employees who have been employed by the City for one (1) year or more and who have worked at least 1250 hours within the previous twelve (12) month period may qualify for Pregnancy and Parental Leave in the event that they are currently pregnant and/or immediately following the qualifying event by such employee and/or their legal spouse according to the following table:

January 1, 2024: Up to twenty (20) eight (8) hour shifts or eight and one-half (8 ½) hour shifts, as applicable based on the employees work schedule.

January 1, 2025: Up to thirty (30) eight (8) hour shifts or eight and one-half (8 ½) hour shifts, as applicable based on the employees work schedule.

January 1, 2026: Up to forty (40) eight (8) hour shifts or eight and one-half (8 ½) hour shifts, as applicable based on the employees work schedule.

January 1, 2027: Up to fifty (50) eight (8) hour shifts or eight and one-half (8 ½) hour shifts, as applicable based on the employees work schedule.

January 1, 2028: Up to sixty (60) eight (8) hour shifts or eight and one-half (8 ½) hour shifts, as applicable based on the employees work schedule.

For purposes of this section all paid time off shall run during consecutive shifts until exhausted.

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- C. Pregnancy and Parental Leave will run concurrently with the employee's available family medical leave (also known as FMLA leave). At the end of the Pregnancy and Parental Leave, the employee's remaining time off, if applicable, will follow the procedures outlined in Section 6.1, 6.7, and 9.2.

- D. An employee should make their request for Pregnancy and Parental Leave as soon as practicable to enable the City to make arrangements to cover their duties. In any event, it is the employee's responsibility to make the request at least four weeks before the first day of Pregnancy and Parental Leave. Pregnancy and Parental Leave may be denied if the request is made after that deadline. The employee should request leave in writing and submit it to the office of human resources after consultation with their supervisor.

- E. Pregnancy and Parental Leave may begin before the qualifying event if it is deemed medically necessary by a licensed health care professional or is required to fulfill the requirements of the adoption or foster care placement. The office of human resources will require an employee requesting an early start to Pregnancy and Parental Leave to submit appropriate supporting documentation. The decision whether to allow Pregnancy and Parental Leave to begin early will be made at the sole discretion of the human resources manager or designee. Early Pregnancy and Parental Leave is subject to the rest of this section.

ARTICLE 7

Section 7.1 PAID HOLIDAYS

The following shall be celebrated as paid holidays:

- | | |
|-------------------------------|----------------------------------|
| The first day of January | The second Monday in October |
| The third Monday in January | The eleventh day in November |
| The third Monday in February | The fourth Thursday in November |
| The last Monday in May | The Friday following the fourth |
| The Nineteenth day of June | Thursday in November |
| The Fourth day of July | The twenty fifth day of December |
| The first Monday in September | |

Section 7.2 QUALIFICATION FOR HOLIDAY PAY

To qualify for holiday pay, an employee must have worked their scheduled workday immediately preceding the holiday and their next full scheduled workday following the holiday, unless the employee's failure to work either or both qualifying days is due to the employee's being on approved paid time off work.

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Section 7.3 HOLIDAY PAY

An employee shall receive eight (8) hours of pay for a holiday set forth above in Section 7.1, provided the employee qualifies for holiday pay under Section 7.2. In addition, employees who work on the holiday shall be paid at one and one-half (1 ½) times their regular rate of pay of all hours worked. Employees assigned to the Detective Bureau may, with the approval of the Chief or designee, be permitted to work on the holidays listed in Section 7.1 and receive holiday pay for the hours worked as long as they meet the requirements set forth in Section 7.2.

Section 7.4 WEEKEND HOLIDAYS

For employees not assigned to a shift and do not work weekends, when any of the holidays specified in Section 7.1 falls on a Sunday, it shall be celebrated on the following Monday. When any such holiday falls on Saturday, it shall be celebrated on the preceding Friday. The foregoing will only apply to Patrol Officers whose work schedules are Monday through Friday. Patrol Officers whose regular work assignments require them to work on weekends will celebrate weekend holidays on the weekend day that the holiday occurs. No employee will celebrate the same holiday twice in one year.

Section 7.5 HOLIDAY DURING VACATION

Where a holiday occurs while an employee is on vacation, if the employee is eligible under Section 7.2 the employee will receive holiday pay in addition to vacation pay for the day of the holiday.

ARTICLE 8

Section 8.1 VACATIONS

The following will be the schedule for full vacation time off and pay for eligible employees, working the four (4) and two (2) work schedule.

End of 1 year to 5 years = 85 hours vacation
Beginning 6 years to end 11 years = 127.50hours vacation
Beginning 12 years to end 19 years = 170 hours vacation
Beginning 20 years to end 25 years = 212.50 hours vacation
Beginning 26 years and beyond = 255 hours vacation

The following will be the schedule for full vacation time off and pay for eligible employees, working the five (5), eight (8) hour day work schedule.

End of 1 year to 5 years = 80 hours vacation
Beginning 6 years to end 11 years = 120 hours vacation
Beginning 12 years to end 19 years = 160 hours vacation
Beginning 20 years to end 25 years = 200 hours vacation
Beginning 26 years and beyond = 240 hours vacation

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All changes to an employee's vacation accrual will occur at their next anniversary date, on or after the effective date of this agreement. If an employee changes from the four (4) and two (2) work schedule to the five (5), eight (8) hour day work schedule, or from the five (5), eight (8) hour day work schedule to the four (4) and two (2) work schedule, the change in the employee's vacation accrual will not change until the employee's next anniversary date, after the change in work schedule is made.

Section 8.2 VACATION ELIGIBILITY

To be eligible for any paid vacation, an employee must have completed one (1) year of employment with the City (measured from the most recent date of hire). An employee must work 2080 hours during their anniversary year to be eligible for a full paid vacation. An employee must work at least 1040 hours but less than 2080 hours during their anniversary year to be eligible for a prorated paid vacation, based upon a proration formula of actual hours worked versus 2080 hours. For purposes of computing, hours worked under this Section, an overtime or premium hour counts as one (1) hour worked, time off work on vacation and holidays shall be considered as hours worked, and paid time off work on either sick leaves or leaves of absence up to a maximum of 120 lost work hours shall be considered as hours worked.

Except as provided in section 4.5 (Lateral Transfers), only prior service with the City will be counted for determining the amount of vacation time off, and their anniversary date will be their current seniority date.

The City requires all employees to be employed by the City for one (1) year before becoming eligible for vacation, except as provided in section 4.5 (Lateral transfers).

Section 8.3 VACATION SCHEDULING

All vacations must be taken during the anniversary year following the anniversary year in which they are earned. No unused vacation will be carried over into a subsequent anniversary year. If the requirements of the City cause the employee to be unable to take all of their vacation, the City will pay the employee for the portion of earned vacation that is unused during the employee's anniversary year. All vacations must be approved in advance by the Division Head, such approval being consistent with the needs of the City.

A vacation list will be posted by January 7th each year, and employees will have until March 1st to choose vacation periods, with the employee with the most bargaining unit seniority having the first choice. Any vacation scheduled after March 1st will be granted on the basis of first-come, first-served, provided this City is able to get coverage for the vacation.

Only two (2) total patrol bureau employees (e.g., two (2) patrol officers or one (1) patrol officer and one (1) patrol sergeant) will be permitted to take compensatory time, personal time, or vacation time off, or any combination thereof on each shift per day. At the sole discretion of the City, additional officers may be permitted to take compensatory, personal time, or vacation time

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off, provided that the time off does not result in overtime and does not interfere with the orderly operations of the City.

Vacation time may be used in amounts of four (4) hours or more except that when an employee has less than four (4) hours remaining in their vacation leave bank the employee shall be permitted to take off the remaining hours of vacation time to bring the vacation leave bank to zero and not incur a loss of vacation pay.

When the use of vacation is to commence more than seventy-two (72) hours after request is made by the employee, a written reply will be returned to the employee within said seventy-two (72) hours or the next administrative business day if the 72 hours encompasses a weekend and holiday. When necessary, if no one volunteers to fill the shift of an employee requesting vacation hereunder, the City will exercise its authority to force in an employee as outlined in section 5.7.

When an employee submits a request for vacation time off with less than seventy-two (72) hours' notice and the vacation request approval will result in the need for overtime coverage, the vacation request will only be approved if another employee voluntarily agrees to work the overtime coverage. Employees will not be forced to work overtime for vacation coverage when a request for time off is submitted less than seventy-two (72) hours prior to the beginning of the vacation time off requested.

Section 8.4 PERSONAL TIME

Bargaining unit employees, who have been employed by the City for at least one (1) continuous year, may convert up to twenty four (24) hours of sick time, for employees working the five (5), eight (8) hour day work schedule, or twenty-five and one-half (25 ½) hours of sick time, for employees working the four (4) and two (2) work schedule, to personal time, each calendar year, provided that the conversion will not drop their sick time bank below two-hundred forty (240) hours.

The conversion must be made between January 1 and January 15 of each year. For 2024 only, the conversion must be made between April 15 and April 30. An employee may only have a maximum of twenty-four (24) hours or twenty-five and one-half (25 1/5) hours, based on the employee's work schedule, in their personal leave bank at any given time. The employee may only use twenty-four (24) hours or twenty-five and one-half (25 1/5) hours, based on the employee's work schedule, in a calendar year, and must be taken in amounts of four (4) hours or more.

Any unused personal time will carry over to the next calendar year; however, at no point shall an employee's personal time bank exceed twenty-four (24) hours for employees working the five (5), eight (8) hour day work schedule, or twenty-five and one-half (25 ½) hours, for employees working the four (4) and two (2) work schedule. Unused personal time shall not be paid out when leaving employment with the City.

Only two (2) total patrol bureau employees (e.g., two (2) patrol officers or one (1) patrol officer and one (1) patrol sergeant) will be permitted to take compensatory time, personal time, or vacation time off, or any combination thereof on each shift per day. At the sole discretion of the

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City, additional officers may be permitted to take compensatory, personal time, or vacation time off, provided that the time off does not result in overtime and does not interfere with the orderly operations of the City.

ARTICLE 9

Section 9.1 INSURANCE

A. HEALTH INSURANCE: The Employer shall make available to full-time employees health and dental insurance benefits under the group benefits plan generally provided to the non-union employees (those not under other collective bargaining agreements) of the City and on the same terms and conditions on which those benefits are generally provided to those employees.

The City will maintain for employees of the bargaining unit the plan the City maintains for non-bargaining unit employees of the City. From time to time the city may elect to change carriers and coverage provided that such a change shall not substantially reduce coverage from the current levels. The City will pay 90% of the cost of health and dental insurance premiums.

The coverage provided hereunder shall be extended to dependent children residing in the household of the employee as required by law.

A City-wide Health Insurance Committee consisting of two (2) voting entities of equal representation of labor (representative of each unit) and Management to make recommendations for coverage and coverage changes and other health insurance benefit design modification.

B. LIFE INSURANCE: The City shall provide \$25,000 of life insurance for the duration of this Agreement at no cost to employees with seniority who are on the active payroll.

C. OPTICAL COVERAGE: Each employee shall be entitled to \$375.00 reimbursement per contract year for eye examinations, frames, lenses, and vision insurance premiums paid for by the employee, for the employee, spouse, and dependent children living in the household to age 18.

Section 9.2 PAID SICK LEAVE

A. Employees shall accumulate sick leave at the rate of .0577 hours for each hour worked, not to exceed a total of 120 hours in a payroll year (pay dates in the calendar year). For purposes of this Section, paid time off work for vacation, holidays, bereavement, jury duty, annual temporary active military status and non-workers compensable sickness, accident, disability, and pregnancy leaves up to thirty (30) days per calendar year shall be counted as hours worked for purposes of calculating accrued sick leave. Except where sick leave accrued from previous employment is credited to an employee as required by law, a newly hired employee shall be advanced 48 hours of sick leave and will earn no further sick leave until the initial advancement has been accumulated in accordance with the formula set forth in this Section.

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B. Accumulated, but unused, sick pay may be used by the employee because of personal illness, accident, or disability (including pregnancy of the employee) or FMLA qualifying family illness in accordance with Sections 6.1, 6.7 and 9.3 of this Agreement and subject to the provisions of this paragraph. Paid sick leave will not be used for the purpose of attending workers' compensation hearings or appeals. Up to seven (7) regularly scheduled shifts of accumulated, unused sick pay may be used because of non-FMLA eligible illness or injury in the employee's immediate family. Immediate family shall mean spouse, child, parent, brother or sister or an individual that resides in the household of the employee. Said use of sick pay shall be charged against eligibility for family medical leave under Section 6.7 of this Agreement. Sick pay may not be used for an absence due to an injury or illness arising out of or in the course of employment with another employer where such injury or illness is compensable by workers' compensation. The most recent sick pay credit earned will be the first to be used.

C. An employee may be required to furnish written documentation satisfactory to the City to justify the use of sick leave. Use of paid sick leave for any period of time for which other paid time off was requested and denied shall require such proof. Falsification of any required justification for use of sick leave may be grounds for discharge.

D. An employee may continue to accumulate unused sick pay without limit. Upon retirement, under the appropriate State of Ohio retirement system after ten (10) years of credited service (except for disability retirements which will not require credited service minimum) or upon death, or upon termination of employment, other than for disciplinary reasons, after fifteen (15) years of service with the City of Perrysburg, an employee will be paid for accumulated, unused sick pay as follows:

An employee will be paid for (a) one-fourth ($\frac{1}{4}$) of the first 1000 hours of accrued and unused sick pay; (b) one-half ($\frac{1}{2}$) of the next 1250 hours of accrued and unused sick pay, and (c) all of the next 125 hours of accrued and unused sick pay for an aggregate total not to exceed 1000 hours.

If an employee is killed in the line of duty, one-half ($\frac{1}{2}$) of the employee's accumulated and unused sick leave shall be paid to the employee's spouse or, if the employee is unmarried, to the employee's estate.

E. Use of Sick Leave shall be calculated based upon the number of work hours an employee was absent during the employee's normal workday. Sick Leave may be used in one-half ($\frac{1}{2}$) hour increments.

Section 9.3 ACCIDENT COMPENSATION

A. An employee injured while at work for the City through no fault of their own and not in violation of City safety rules, regulations, or practices and who is unable to perform their regular job duties will receive their regular base pay for up to one (1) year. Accident compensation will be available for Workers' Compensation leaves under Section 6.7 of this Agreement.

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B. To be qualified for accident compensation or continued accident compensation, the City may require the same types of proof of continuing disability as are required for sickness, accident, or disability leaves under Section 6.1.

C. The City may, at its option, require the employee to be assigned other duties during the period they are disabled provided they are capable of performing those duties in the opinion of a licensed health care professional. Said temporary assignment shall not be for more than one (1) year measured from the first day of the disability and the employee shall receive their regular rate of pay during the temporary assignment.

D. In the event the disability is determined to be permanent in the opinion of a licensed health care professional, the employee shall avail themselves of the disability benefits provided by the State Workers' Compensation Law and the Ohio Police and Fire Pension Fund (OP&F).

Section 9.4 RETIREMENT BENEFITS

Employees covered by this Agreement shall continue to participate in the Ohio Police and Fire Pension Fund (OP&F). Each employee's mandatory contributions to the Ohio Police and Fire Pension Fund (OP&F) shall be designated as "picked up" by the City as contemplated by Internal Revenue Service Revenue Rulings 77-462 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by their current percentage amount of the employee's mandatory Ohio Police and Fire Pension Fund (OP&F) contribution which has been designated as "picked up" by the City, and that the amount designated as "picked up" by the City shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick up", nor is the City's total contribution to the Police Relief and Pension Fund increased thereby.

Section 9.5 DEFERRED COMPENSATION

All eligible employees of the City shall have the opportunity to join the Ohio Public Employees Deferred Compensation Program. The Mayor and City Clerk shall execute and agreement with the Ohio Public Employees Deferred Compensation Board on terms and conditions in the best interest of the City, which agreement shall authorize the Ohio Public Employees Deferred Compensation Board to offer the program to all eligible employees of the City and to administer the Program on behalf of such employees.

Section 9.6 EMPLOYEE ASSISTANCE PROGRAM

The City will continue to make available to employees and their eligible family members an Employee Assistance Program ("EAP") that is the same or substantially similar to that which is currently available.

ARTICLE 10

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Section 10.1 UNION REPRESENTATION

A. The Union shall have a Union Director and an Assistant Director who shall act in the absence of the Director. The Union shall notify the City in writing at any time a Director is designated or at such other times as there is a change.

The Director or Assistant Director shall be allowed reasonable time to adjust grievances and to conduct other union duties in connection with the administration of this Agreement during regular working hours, without loss of pay. The Director or Assistant Director shall have the right to be present when an employee is disciplined and may be present upon request of the employee at any investigatory interview which may lead to discipline. It shall be the responsibility of the Union, upon reasonable notice, to have a representative available to fulfill the function. When a Director or Assistant Director cannot leave the City; except that where a Patrol Officer is disciplined for conduct within twenty (20) miles of the City limits and such discipline is grieved, the Director or Assistant Director can investigate where the conduct occurred, if necessary, in order to process the grievance. The Director or Assistant Director will notify their immediate supervisor when beginning to perform union duties and will again notify their immediate supervisor when ceasing to perform union duties. The Union agrees to cooperate with the City to prevent any abuse of such "reasonable time" under any of the provisions of this Section by the Director, or Assistant Director or Negotiating Committee, and recognizes that abuse of "reasonable time" by the Director or Assistant Director or Negotiating Committee, may be cause for disciplinary action against the Director by the City.

Members of the Negotiating Committee shall be paid for straight time hours of work lost during contract negotiations and for reasonable time preparing for negotiations. The Negotiating Committee shall not exceed two (2) employees who shall be designated at the outset of negotiations.

The Director/Assistant Director and officers will be permitted to attend monthly evening meetings of the union conducted within the City of Perrysburg without loss of pay provided they are able to remain on call while in attendance at the meetings.

B. Upon written request from the Union to the Mayor or Mayor's designee, the City will, in a manner consistent with the Ohio Public Employees Bargaining Act, either provide the Union with access to or provide the union with public information, the disclosure of which is not prohibited by law, provided such information is demonstrably relevant to the Union's role as collective bargaining representative and/or for the processing of a particular grievance. Said written request shall set forth in detail the kinds of information requested and the reason(s) for such request.

Section 10.1.1 LABOR-MANAGEMENT COMMITTEE

A. In the interest of sound labor-management relations, the Union and the City shall meet at agreed-upon dates and times for the purpose of discussing those matters outlined in Section B below. Normally, meetings held pursuant to this Article shall be held once every three months, unless urgent matters require additional meetings. The Labor-Management Committee shall be

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comprised of three representatives of the City and three representatives of the Union's choosing, unless otherwise agreed to for purposes of specific meetings.

B. Either party may request a Labor-Management Committee meeting if a recurring or an emergency meeting must be scheduled. At a reasonable time in advance of a Labor-Management Committee meeting the parties shall exchange agenda, including discussion topics described with sufficient particularity to allow the parties to prepare for such discussions, and lists of the names of persons who will attend. Subjects that may be discussed at these meetings shall include, but are not limited to, the below subjects:

1. Administration of this Agreement;
2. Changes made by the City, which might affect bargaining unit members;
3. Grievances, which have not been processed beyond the final step of the Grievance Procedure, when such discussions are mutually agreed to by the parties;
4. General information of interest to the parties;
5. Union representatives' opportunity to share the views of their members and/or to make suggestions on subjects of interest to their members;
6. Ways to improve efficiency and work performance; and
7. Training matters.

C. To the extent possible Labor Management Meetings shall be scheduled outside the regularly scheduled hours or work of the participating employees. Employee representatives attending Labor-Management meetings shall be paid as if on a regular duty shift for hours spent in such meetings if they occur during the employees' regularly scheduled hours of work.

D. Written responses to items discussed at Labor-Management Committee meetings, promised by City or Union representatives, shall be submitted to the other party's representatives who attend such meetings within 10 calendar days after any such meeting, unless the parties mutually agree to a time extension.

Section 10.2 SAVINGS CLAUSE

It is the intent of the parties that the provisions of this Agreement conform to applicable federal, state, or local law. If any provision of this Agreement violates any federal, state, or local laws as presently enacted or enacted or amended during the term of this Agreement, such provision shall be inoperative to the extent that it is at variance with such law, but all remaining provisions of this Agreement shall remain in full force and effect. The parties shall discuss any provision found to be unlawful and any remaining differences between the City and the Union with respect to such provision may be resolved by any mutually agreed upon procedure. In order to comply with the maximum number of straight time hours an employee may work during a given period of time under applicable federal and/or state law, the work hours and schedule of each employee may be altered or otherwise determined by the City.

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Section 10.3 ADDRESSES/PHONE NUMBERS

For purposes of this Agreement, it shall be the sole responsibility of each employee to inform the City in writing of the employee's current address and current telephone number at which he/she can be reached within five (5) working days following the effective date of this Agreement and thereafter within five (5) working days of any change in either address or telephone number. The City shall provide forms for such changes. The change form shall be delivered to the Human Resources Office, with a copy to the Chief of Police, and the City shall change the employee's records, file a copy of the form in the employee's personnel file and provide the Union with a copy. For purposes of this Agreement, the City shall have a right to rely upon the most current address and telephone number for an employee as shown on the City records.

Section 10.4 NONDISCRIMINATION

Neither the City nor the Union shall unlawfully discriminate against any employee because of race, creed, color, sex, age, religion, or handicap or because of union activity not in violation of this Agreement. Because of the existence of adequate federal and state remedial procedures, alleged violations of this Section shall be referable to Step 3 of the Grievance Procedure but not to arbitration.

All references to employee(s) in this collective bargaining agreement designate both sexes.

The City agrees not to interfere with the rights of employee(s) to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the City of its representatives against any lawful employee activity permitted by this Agreement in an official capacity on behalf of the Union. The Union recognizes its responsibility as bargaining agent and agrees to represent all employee(s) in the bargaining unit without discrimination, interference, restraint, or coercion. The Union agrees not to intimidate or coerce in an effort to recruit membership to the Union.

Nothing contained in this Agreement shall prevent the City from complying with the requirements of federal or state handicap or disability laws.

Section 10.5 ATTENDANCE AT CONFERENCES

Employees authorized or directed by the Mayor or the Director of Public Safety to attend a conference, convention, school, seminar, workshop or other training or educational function relating to the employee's duty assignment or other function of municipal concern will be reimbursed for the employee's reasonable and necessary expenses incurred, such as registration fees and tuition, meals, lodging, gratuities, vehicle parking, tolls and common carrier fares. Reimbursement for meals and gratuities for meals will be at the applicable federal per diem rates at the time of the conference. There shall be no reimbursement for the cost of any alcoholic beverages. When travel is directed in the employee's own vehicle, the employee will be reimbursed at the rate per mile as authorized by the City at the time of travel. No reimbursement will be made without proof or certification of such expenditures submitted with the employee's claim for reimbursement. Reimbursement of gratuities for meals shall be limited to twenty percent (20%) of

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the total bill for each meal. When submitting requests for reimbursement provided under this section, Employees must submit the request on the form provided by the City which details the date on which each expense was incurred and the specific cost of each item for which the Employee seeks reimbursement. The reimbursement request form shall be accompanied by itemized receipts, if applicable for the costs the employee seeks to have reimbursed by the City. When payment in advance of attendance and travel is authorized by the Mayor or Safety Director, any amount due and owing to the City by the employee shall be repaid to the City upon the employee's completion of attendance and travel. Employees will not be compensated for hours of attendance at the foregoing functions unless they were otherwise scheduled to work those hours or attendance at the function is ordered by the Chief of Police.

Section 10.6 UNIFORMS

A. PATROL OFFICER UNIFORMS

The City shall establish a uniform account for each patrol officer to be used for the purchase, alteration and/or repair of approved uniforms, gear, and equipment, and, as approved by the Chief, the replacement of personal property damaged in the line of duty. For the purposes of this Section "personal property" will include those items the employee needs for the performance of their duties of employment such as a watch or eyeglasses or similar job-related personal effects. Uniform accounts shall not be used to pay for normal cleaning and laundry expenses. Upon initial hire of a patrol officer, the City will provide the new employee all uniform items and equipment in accordance with the "New Officer Uniforms and Equipment List" as maintained by the Chief of Police. In each calendar year thereafter, the City shall deposit One Thousand Dollars (\$1,000.00) in the account of each patrol officer. For duty assignments requiring additional equipment, the City shall deposit an additional Three Hundred Dollars (\$300.00) at the outset of the assignment and an additional Two Hundred Dollars (\$200.00) during each year of the continuation of the assignment, in the account of each patrol officer.

B. UNIFORMS PROVIDED

In lieu of the amounts of money set forth above, the City may substitute new uniform items, the value shall be deducted from the amounts set forth above for patrol officers.

C. UNIFORMS GENERALLY

All expenditures under the provisions of this Section must be authorized by the Chief of Police with payment being made by the City directly to the vendor supplying the uniform item or services or reimbursed to the employee for approved purchases, with proper receipt. The balance of each individual account will be carried over each year but shall not accumulate to more than One Thousand Five Hundred Dollars (\$1,500.00). The balance of any individual account will be turned over to the City's General Fund when an employee leaves employment with the Police Division. All uniforms provided or purchased pursuant to this Section shall be kept in acceptable condition and must be returned to the City when the employee's employment with the Police Division is voluntarily or involuntarily terminated. Failure of an employee to comply with the

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requirements of the preceding sentence shall be cause for deducting the reasonable value of the uniform items from moneys otherwise due the employee.

Section 10.7 CHECK-OFF DUES, FEES, AND ASSESSMENTS

The City will deduct dues, fees and assessments owed to the Union from the paycheck of each employee who has voluntarily signed a proper legal authorization for such deduction and who is covered by this Agreement. The City will remit said dues, fees, and assessments to the Union by the Fifteenth (15th) day of the month following the month in which the check-off is made.

The Union agrees to indemnify, defend, and hold the City harmless against any claim made or any suit instituted by an employee or others representing the employees as a result of compliance with the provisions of this Section.

Section 10.8 BULLETIN BOARD

The City shall provide employees with a bulletin board which shall be used exclusively for the purpose of posting notices pertaining to official union matters and activities. The specific sites shall be mutually determined by the parties.

Section 10.9 SUBCONTRACTING

When the subcontracting of bargaining unit work is likely to cause the layoff of bargaining unit employees, the City will engage in meaningful discussions (not negotiations) with the Union to determine whether the work can be economically and efficiently performed by members of the bargaining unit.

In the event the City determines that the work cannot be efficiently and economically performed by members of the bargaining unit and decides to subcontract the work, the following shall apply to employees facing permanent layoff:

1. An employee facing permanent layoff shall have the right to bump a less senior employee within the same bargaining unit provided they have the skill and ability to perform the job. Such an employee shall have a ten (10) working day trial period in which to demonstrate he/she has the necessary skill and ability to perform the job, at the end of which the employee will be permanently laid off if they are unable to demonstrate such skill and ability.
2. An employee who is unable to bump another employee or who is unable to demonstrate the necessary skill and ability during the trial period and will thus be permanently laid off will be entitled (a) to have their health insurance paid by the City for a period of six (6) months or until they begin employment with another employer, whichever is the lesser period of time and (b) one (1) week's severance pay for each one (1) years' service with the City.

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Section 10.10 COLLECTIVE AGREEMENTS

The City shall not make or negotiate any collective bargaining agreement with any bargaining unit employee individually or collectively. Any collective bargaining agreement entered into by the City and bargaining unit employees shall be through duly authorized representatives of the Union. Any other collective bargaining agreements shall be of no effect.

Section 10.11 INSURABILITY OF VEHICLE OPERATORS

It is a core duty of an employee to operate a vehicle and the employee must remain insurable under the City insurance liability policy. In the event an employee becomes uninsurable the City may transfer the employee to another job in the bargaining unit for which they are qualified. This does not preclude the City from taking appropriate disciplinary action, up to and including discharge, if an employee becomes uninsurable under the City's liability insurance.

Section 10.12 OUTSIDE EMPLOYMENT

If a patrol officer intends to use all or part of their uniform in the performance of employment for another employer, the officer must first make a written request to the Chief before the outside employment begins. All such request must be approved by the Chief before the outside employment begins.

Section 10.13 COMPLETE AGREEMENT

This agreement constitutes the entire agreement between the City, the Union and all bargaining unit employees and supersedes and replaces any and all obligations and/or agreements, and practices, whether written or oral, express or implied between or concerning bargaining unit employees, the Union and/or the City. Any amendment, modification or addition to this Agreement must be reduced to writing and duly executed by the parties to become effective.

Section 10.14 EMPLOYEE LIABILITY

Consistent with the Ohio Revised Code, Chapter 2744.07, the City shall provide for the defense of an employee in any civil action brought against the employee by reason of employment with City of Perrysburg. The employee shall be represented to the extent that such employee was acting in good faith and within the scope of employment or official responsibility. Should the City decline to represent the employee pursuant to this paragraph, the employee shall have available the remedy guaranteed at O.R.C. 2744.07 (C). Representation and defense by the City shall be limited to the extent that it shall not indemnify said employee for punitive or exemplary damages, but only those compensatory damages where the employee was acting in good faith and within the scope of employment.

Section 10.15 TUITION REIMBURSEMENT

Bargaining unit employees who have completed one (1) year of continuous active full-time service

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shall be eligible for reimbursement of up to \$2,625 per semester or \$1,750 per quarter, up to a maximum of \$5,250 per calendar year, in courses of instruction voluntarily undertaken that are approved in advance by the Police Chief and are required for completion of the classes by the college/university for degree completion that is reasonably related to the employees job duties. All courses undertaken must be given by a recognized and accredited educational institution as approved in advance by the Police Chief. Any required course necessary to complete a degree program previously approved for tuition reimbursement shall be eligible for reimbursement, regardless of subject.

The calendar year upon which the reimbursement is based is the date on which the pre-approved course begins (as opposed to the date the request for reimbursement is submitted). In addition to the remaining Sections in this Article, the tuition reimbursement program shall be subject to the following additional conditions:

- A. **Course Approval:** All course work shall be approved in advance by the Police Chief. The employee's request for approval shall be in writing and shall contain the name and description of the proposed course of instruction, the sponsoring institution, the institution's grading policy for the proposed course of instruction, the scheduled times and dates of the course, the actual tuition cost, and the amount of any financial assistance available to the employee. Unless otherwise approved by the Police Chief, the employee shall make such request at least thirty (30) days before the start of the course of study.
- B. **Attendance:** Courses are to be taken on other than scheduled working hours. Furthermore, any situation which requires an employee's presence on the job (i.e., mandatory classes, training, emergency, overtime, or the like) shall take complete and final precedence over any times scheduled for courses.
- C. **Financial Assistance:** Financial assistance from any governmental or private agency, which does not have to be paid back (grants, scholarships, etc.), an employee receives shall be deducted from the entire amount the employee owes in total costs before calculating the employee's maximum reimbursement amount from the City for the remaining costs. Any financial assistance received by an employee shall not be counted towards the maximum eligible reimbursement amount provided to an employee.
- D. **Sponsoring Institution:** No reimbursement shall be provided for correspondence courses, except for correspondence courses approved in advance by the Police Chief. Furthermore, seminars and conferences shall be ineligible for tuition reimbursement. At the time of the employee's request, both the course and the sponsoring institution shall be subject to the prior approval of the Police Chief.

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- E. Ineligible Fees: No reimbursement will be granted for books, paper or other supplies of any nature, or transportation, meals or any other expenses connected with any course other than the actual tuition cost for the approved course of instruction.

Reimbursement will be made within a reasonable period of time after the employee provides to the Police Chief (a) an official transcript, certificate or grade report confirming successful completion of the course with a grade of "C" or better, "S" (Satisfactory) or "P" (Pass); (b) a fee statement; and (c) a receipt of payment or a copy of the unpaid tuition bill from the institution. An employee shall provide this information within thirty (30) days after completing the pre-approved course.

Repayment Of Tuition: If an employee retires, resigns, is discharged, or otherwise separates from City employment for any reason whatsoever, prior to the completion of two (2) years of continuous active service following the completion of any course work, the employee shall immediately repay the entire amount of the tuition reimbursement paid by the City for courses taken and completed within the previous two (2) year period. The City is authorized to automatically deduct all, or any portion of the amount owed by the employee from any monies otherwise due to the employee at the time of separation. If the City requests, employees shall sign an authorization in favor of the City reflecting this deduction.

ARTICLE 11

Section 11.1 CLASSIFICATIONS AND RATES OF PAY

The classifications and rates of pay covered by this Agreement are set forth in Appendix "A" which is hereby incorporated by reference.

The City shall notify and discuss with the Union any new classification and the rate or rates of pay assigned thereto under this Agreement. After discussion with the Union, the City shall notify the Union in writing of the classification and rate, or rates of pay assigned thereto not less than fourteen (14) calendar days prior to the date the new classification is to take effect. In the event the Union disagrees with the rate or rates of pay assigned to the new classification, the Union may file a grievance at Step 4 of the Grievance and Arbitration Procedure within seven (7) calendar days of when the Union receives the written notice from the City.

When there is a dispute over whether or not a classification comes under this Agreement, another agreement, or no agreement at all, such dispute shall be resolved by the State Employment Relations Board or by any other mutually agreed to procedure which will bind all affected parties.

The classification/wage proposals submitted to arbitration shall not become effective until an arbitrator's award is received by both parties regarding the propriety of the classification/wage proposals.

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Section 11.2 SHIFT DIFFERENTIAL

Patrol Officers working the afternoon shift or midnight shift shall be compensated an additional sum of seventy-five cents (\$.75) per hour for each hour worked during such shift.

Section 11.3 LONGEVITY PAY

Each full-time permanent employee in the bargaining unit shall receive longevity pay equal to fifty-five dollars (\$55.00) for each year of service after completing four (4) full years of continuous service with the City. Eligibility and full years of service will be determined as of January 1 of each year and will be paid with the first pay period of July.

Section 11.4 WORK PERFORMED OUT OF CLASSIFICATION

When the immediate supervisor is absent from their normally scheduled shift for a period of two (2) or more hours, the most senior qualified and available employee will be assigned to work in the supervisor's place and paid an additional Three Dollars (\$3.00) per hour for all hours the employee is assigned to work in place of the supervisor. A senior qualified and available employee may decline being assigned to work in the supervisor's place. Should the most senior and qualified employee decline, it shall continue to the next most senior qualified and available employee until accepted. The minimum qualifications for an employee to work in a supervisor's place shall be determined by the Chief of Police. Should no employee accept the assignment, the most senior qualified and available employee shall be forced to work in the supervisor's place.

The two (2) hour minimum limit will not apply where the City knows in advance of the start of the shift that the immediate supervisor will be absent for the shift for that day.

Section 11.4.1 FIELD TRAINING OFFICER

When an employee is assigned as a Field Training Officer (FTO) in addition to all other compensation, they shall receive an additional Two Dollars and Fifty Cents (\$2.50) per hour for all hours the employee is assigned to work as an FTO.

Section 11.5 CALL IN PAY

Any employee called in to work other than during their regularly scheduled work period shall be guaranteed a minimum of three (3) hours work or three (3) hours pay in lieu thereof at the applicable rate. Any other call-ins during the same three (3) hours period will not be considered as an additional call and would not trigger an additional hour guarantee. The three (3) hours guarantee provisions will not apply to an employee called in early to their regularly scheduled work period when the employee works continuously from the early call in to their regularly scheduled work period or the employee elects to go home before the start of the employee's regularly scheduled work period. An employee called in to work will not be sent home to avoid the three (3) hour guarantee.

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Section 11.6 ON-CALL PAY

Patrol officers may be designated as “on call” officers. All officers so designated shall serve in that capacity and be subject to emergency call out on a weekly rotation basis. The on-call officer will be provided a pager and shall be required to have and use it during their weekly designation as such. The on-call officer shall be paid \$25.00 for each scheduled workday and \$30.00 for each scheduled day off served as such in addition to the applicable rate of pay for all hours actually worked on the job.

ARTICLE 12

Section 12.1 NO STRIKE/NO LOCKOUT

During the term of this Agreement, the Union, and its members, individually and collectively, will not cause or take part in any strike, picketing, slow-down or other curtailment or restricting or interfering with work of the City. The City agrees not to engage in any lockout during the term of this Agreement. The parties recognize the right of the City to take disciplinary action, including discharge, against any employee or employees who instigate or participate in a violation of this Section, whether such action is taken against all of the instigators or participants or against only selected instigators or participants.

When the City determines that a violation of this Section is occurring it shall immediately make every reasonable attempt to notify the Union of such occurrence and the Union shall immediately make every reasonable attempt to cause the employees to cease violating this Section. For the first four (4) hours following the commencement of a violation of this Article, the City shall have the right to take any disciplinary action short of discharge. The City shall have the right to take any disciplinary action including discharge. Any employee disciplined or discharged for violation of this Section shall have recourse to the grievance and arbitration procedure under this Agreement solely as to the issue of whether or not the employee instigated or participated in a violation of this Section, but not as to disciplinary action taken. Disciplinary action taken shall not be appealable to the State Personnel Board of Review or the Civil Service Commission. The City shall have the right to seek such remedies as a court may deem appropriate for a violation of the provisions of this Article.

Section 12.2 WAIVER DUE TO EMERGENCY

In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor, the Federal or State Legislature, or for reasons such as acts of God (force majeure) the Agreement, including the following conditions listed below of this Agreement, may be suspended until the end of the State of Emergency:

- (a) Time limits for Management or the Union’s replies on grievances.
- (b) All work rules, agreements, and/or practices relating to the scheduling and/or assignment of employees.

The parties will make reasonable efforts to meet to address operational issues and provisions of this Agreement affected or impacted by the emergency.

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ARTICLE 13

Section 13.1 OBLIGATION TO NEGOTIATE

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

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

Section 13.2 REOPENER

Upon written mutual agreement of the parties any portion of this Agreement may be reopened during its term.

[This space intentionally left blank.]

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Section 13.3 DURATION OF AGREEMENT

This Agreement shall be effective from March 1, 2024, except as otherwise specifically provided herein and shall continue in effect through February 28, 2027. If either party desires to continue, modify, or amend this Agreement, it shall give written notice of such intent no earlier than ninety (90) days prior to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement and several other copies hereof this 5th day of March, 2024.

CITY OF PERRYSBURG

OHIO PATROLMEN’S BENEVOLENT ASSOCIATION

By Thomas G. Mackin
Thomas Mackin, Mayor

By Ryan Merrow
Ryan Merrow

By Amber Rathburn
Amber Rathburn, Finance Director

By Quinn Crosby
Quinn Crosby

By Timothy Effler
Timothy Effler, Law Director

By Yvonne Trevino
Yvonne Trevino, OPBA Attorney

This Agreement subject to approval by the Council of the City of Perrysburg, Ohio.

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APPENDIX A

**City of Perrysburg
Patrol Officers**

Hourly Wage Matrix PATROL OFFICERS

Years	1	1	1	1	1	1	1
STEP	A	B	C	D	E	F	G
2023 Base	\$29.97	\$31.46	\$33.00	\$34.65	\$36.36	\$37.25	\$38.18
2024 Equity Adjustment	3.00%						
2024 Equity	\$30.87	\$32.40	\$33.99	\$35.69	\$37.45	\$38.37	\$39.33
2024 Wage Increase of	4.00%						
2024 Base	\$32.10	\$33.70	\$35.35	\$37.12	\$38.95	\$39.90	\$40.90
2025 Wage Increase of	4.00%						
2025 Base	\$33.39	\$35.05	\$36.76	\$38.60	\$40.51	\$41.50	\$42.53
2026 Wage Increase of	4.00%						
2026 Base	\$34.72	\$36.45	\$38.23	\$40.15	\$42.13	\$43.16	\$44.24

Bargaining unit members will receive a 3% equity adjustment and then a 4% increase in 2024. Bargaining unit members will receive a 4% increase in 2025 and a 4% increase in 2026.

Rates are effective the first full pay period in March of the corresponding year.