

An

AGREEMENT

between

THE CITY OF FINDLAY, OHIO

and the

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

(PATROLMEN)

Effective: January 1, 2022  
Expires: December 31, 2024

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**ARTICLE 1**

**PREAMBLE**

1.01 This Agreement is hereby entered into by and between the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "Union," and the City of Findlay, Ohio, hereinafter referred to as the "Employer."

**ARTICLE 2**

**PURPOSE AND INTENT**

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

**ARTICLE 3**

**RECOGNITION**

3.01 The Employer recognizes the Union as the sole and exclusive representative with respect to wages, hours, terms and other conditions of employment as provided by the Public Employees Collective Bargaining Law for full-time employees of the Police Department occupying the position of Patrol Officer, excluding all part-time, seasonal, and temporary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

**ARTICLE 4**

**MANAGEMENT RIGHTS**

4.01 Unless expressly provided to the contrary by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, all of its statutory and common law rights to manage the operation of its Department of Police. Employers rights shall include, but are not limited to, the following: the right to (1) determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure; (2) direct, supervise, evaluate, or hire employees; (3) maintain and improve the efficiency and effectiveness of governmental operations; (4) determine the overall methods, process, means, or personnel by which governmental operations are to be conducted; (5) suspend, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees; (6) determine the adequacy of the work force; (7) determine the overall mission of the Employer as a unit of government; (8) effectively manage the work force; (9) take actions to carry out the mission of the public employer as a government unit; (10) develop, revise, or eliminate work practices, procedures and rules in the operation of the Department of Police and to maintain discipline; (11) to determine work assignments and to establish, revise, or eliminate work schedules, locations, or functions, consonant with Department needs; (12) to recruit, select, and determine the number and qualifications of employees; (13) to establish basic and in-service training programs and requirements for upgrading the skills of employees; and (14) to take such measures as the Employer and Police Administration might determine necessary for the orderly and efficient operation of the Department of Police.

4.02 To the extent that the rights enumerated in Section 4.01 of this Article are specifically limited by other provisions of this Agreement, alleged violations of the terms of this Agreement are subject to the grievance and arbitration procedures found at Articles 40 and 41, respectively, of this Agreement.

## ARTICLE 5

## EMPLOYEE RIGHTS

5.01 An employee has the right to the presence of a Union representative of his/her bargaining unit, if he/she so desires; and the right of cross-examination of all witnesses at disciplinary hearings or at any other forum in which he/she is required to participate, including arbitration.

5.02 An employee who is to be questioned as a suspect in any criminal investigation of him/her shall be advised of his/her constitutional rights in that regard before any questioning may begin.

5.03 Before an employee may be charged with any violation of the Employer's Rules and Regulations or procedures and policy for a refusal to answer or participate in an investigation, he/she shall be advised that his/her refusal to answer questions, or to participate in any such investigation, may be the basis of such charge.

5.04 Any interrogation, questioning or interview shall be conducted at a reasonable hour, preferably while the employee is on duty. In any event, the employee shall be compensated at the applicable rate of pay while he/she is required to participate in the interrogation or questioning. Interrogation sessions shall be for reasonable periods of time; and time shall be allowed during the questioning for rest periods and for other physical necessities.

5.05 The employee shall be informed of the nature of the investigation prior to any questioning. If the employee is a subject of the investigation, he/she shall be informed of the nature of the complaint (i.e., criminal or internal) precipitating the investigation to the extent known at the time of giving notice. The notice shall be provided at least twenty-four (24) hours prior to any investigatory interview of the employee, except in exigent circumstances.

5.06 The Employer may divulge the fact that a particular employee is under investigation, but unless required by law, 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 Union when, upon inquiry, the Employer divulges the fact that an employee is under investigation.

5.07 An employee who has been charged with a violation of any Rules and Regulations or policy and or procedures, shall, upon request, be provided the opportunity to inspect and to obtain written statements and any other materials as a condition to their use at an administrative hearing on such charge. Such request must be made at least forty-eight (48) hours prior to the scheduled hearing time. However, the forty-eight (48) hour provision may be waived upon agreement of both the Employer and the Union in extenuating circumstances.

5.08 No hearing that might result in dismissal, demotion, suspension, or reprimand shall be held unless the employee is notified of the hearing and the reasons for it at least three (3) workdays prior to the hearing, unless postponed for good cause.

5.09 If in the course of an internal investigation, an employee has been given a polygraph examination, such examination shall not be used in any subsequent criminal investigation or criminal court action.

5.10 Any employee brought in for an internal investigation has the right, upon request, to have a Union representative present.

5.11 If an employee is under internal investigation, and his/her civil rights or any rights conferred by this Agreement are violated, the violation shall be subject to the grievance procedure.

5.12 All investigations of employees from complaints shall be clearly marked as to the result of the investigation, e.g., unfounded, supported, etc.

## **ARTICLE 6 NO STRIKE; NO LOCKOUT**

6.01 Since the service performed by the employees covered by this Agreement is essential to the public health, safety, and welfare, the Union agrees that neither it nor any of the employees subject to this Agreement shall take part in any strike, slowdown, walkout, work stoppage, concerted "sick" leave, or any other type of work interruption.

6.02 The Employer shall not lock out any employees covered by this Agreement during the term of this Agreement.

## **ARTICLE 7 DUES DEDUCTION**

7.01 During the term of this Agreement, the Employer shall deduct regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting deductions. The dues deductions shall be made from the first paycheck of each month. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer shall make the deduction from the next paycheck, providing that the employee will be working during that subsequent period.

7.02 The Employer agrees to supply the Union with a list of those employees from whom dues deductions have been made.

7.03 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Ohio Patrolmen's Benevolent Association at the current address provided, within ten (10) work days after the date when the deductions were made.

7.04 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which might arise from the performance of its obligations under this Article, and the Union shall indemnify the Employer for any such liabilities or damages that might arise.

## **ARTICLE 8 CREDIT UNION DEDUCTIONS**

8.01 The Employer shall make payroll deductions for each employee for authorized amounts of deductions, to be sent to up to three (3) credit unions of the employee's choice, when requested to do so in writing by the employee.

8.02 The City Auditor shall make available to the credit union a list of such employees each bi-weekly pay period.

8.03 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which might arise from the performance of its obligations under this Article, and the Union shall indemnify the Employer for any such liabilities or damages that might arise.

## **ARTICLE 9**

## **NON-DISCRIMINATION**

9.01 The Employer agrees not to discriminate against any employee for his/her activity on behalf of, or membership in, the Union. The Union and the Employer agree not to discriminate against any employee(s) on the basis of race, color, disability, religion, sex (including sexual harassment), sexual orientation, gender identity or expression, genetic information, national origin/ancestry, age (40+) and parental status.

9.02 The Union expressly agrees that membership in the Union is at the option of the employee, and that the Union will not discriminate with respect to representation between members and non-members.

9.03 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neutral gender shall be construed to include all said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

## **ARTICLE 10**

## **RULES AND REGULATIONS**

10.01 The Union agrees that its membership shall comply with Police Department and City of Findlay Rules and Regulations, including those relating to working conditions, conduct, and performance. The Employer agrees that Police Department and City of Findlay Rules and Regulations, which affect working conditions, conduct, and performance shall be subject to the grievance procedure if they violate this Agreement.

10.02 If the Employer makes any changes to the Police Department Rules and Regulations, the Employer shall notify the Union in writing at least fourteen (14) calendar days prior to the proposed effective date(s) of any such change(s), except in emergency situations. Written notification shall include the Section(s) being changed, and the text of the change(s). The Union may request to meet and discuss the proposed rules or policy within seven (7) calendar days of its receipt. If the Union does not respond within this seven (7) calendar day time frame, the Employer may assume that the Union does not wish to meet and discuss the proposed rule changes. If the emergency clause of this Section is invoked, then the Employer will provide the Union with written notification of the rules change(s) when the emergency has abated. However, upon request of Union, the Employer agrees to meet and confer with the Union regarding those implemented work rules, policies or procedures as soon as practicable after the Union's request to meet.

10.03 New work rules and changes in existing work rules, policies and procedures shall be reduced to writing and posted for employee review for a period of seven (7) calendar days before becoming effective. During this posting period, employees will sign an acknowledgement of having received and reviewed the work rule, policy, or procedure. If absent during the posting period, the employee will sign an acknowledgement upon his or her return to work. However, this provision does not limit the right of an Employer to implement a work rule prior to

conclusion or the posting period if an emergency requires implementation of the work rule, policy or procedure sooner as provided in Section 10.2. The Employer shall provide access to such work rules, policies, and procedures to the employees.

## **ARTICLE 11**

## **PROMOTION PROCESS**

11.01 All promotions within the Police Department to the rank of Sergeant shall be pursuant to the following provisions, notwithstanding any Civil Service Rules or statutes that might conflict with these provisions.

11.02 When a vacancy or anticipated vacancy in the rank of Sergeant occurs that is to be filled, and the City of Findlay Civil Service Commission announces a competitive examination for that rank, employees eligible to sit for the examination shall be allotted a sixty (60) calendar day study period in advance of the examination. The study period shall commence one (1) day after the closing date for submission of Letters of Intent to sit for the examination. The examination shall be held as soon as possible after the conclusion of the sixty (60) day period.

The Civil Service Commission shall provide to the Service-Safety Director the names of the top ten (10) scores on the test. For purposes of this Article, the term, "top ten scores", means the top ten (10) numerical grades, either percentage grade or raw score, depending on the method the test provider uses to mark the tests. If the tenth (10<sup>th</sup>) scorer is tied with any other scorer, then the scorer to be considered will be in order of the tied scorers' respective seniority.

In the event there are two (2) or more vacancies being filled at the same time, the Commission shall provide an additional name or list of names of persons who achieved the next highest score after the tenth-highest score. For each additional vacancy in the rank of Sergeant beyond two (2), the Civil Service Commission shall provide the names of persons whose scores place them in the next highest bracket. The name(s) of any person(s) who achieved the next highest score shall be added to the list. The lists shall be in order of total score, with the persons having the highest score ranked first, and all other persons ranked in descending order according to their scores. Persons having the same score shall be ranked at the same number on the list. No seniority points shall be assessed for the purpose of standing on any eligibility list for promotion to the rank of Sergeant. The list of eligible candidates for promotion shall contain only the names of those whose scores place them in the top ten (10) scores, or among the next highest score(s), if more than one (1) vacancy in the rank of Sergeant exists.

In the event there are less than two (2) candidates for certification, there shall be a second competitive examination.

Any eligible employee who submitted a Letter of Intent for purposes of the first examination, and who passed the first examination, will not be required to sit for the second examination; rather, that employee's score on the first examination will remain and be counted as the employee's score on the subsequent examination for a particular vacancy in the rank of Sergeant. Any employee who sits for a promotion examination to the rank of Sergeant is only required to pass one (1) examination for a particular vacancy; and that score shall be counted among passing scores for the subsequent examination for that particular vacancy. If no person has passed the second examination and there is only one (1) person who has a passing score on the first examination, the Employer may promote the passing candidate.

11.03 A Promotion Board for the rank of Sergeant, consisting of five (5) persons, shall be convened, and comprised of the following persons: (a) the Police Chief, hereinafter referred to as the "Chief"; (b) the Service-Safety Director; (c) the Union President or designee; (d) a person who is employed in the rank where the vacancy exists, chosen by that vacancy's bargaining unit and; (e) an individual of equal rank or higher from another City mutually agreed to by both the Employer and the Union.

11.04 Prior to the constituting of the Promotion Board, all applicants who are scheduled to appear before the Board may be required to take an Assessment Center Evaluation from an agency determined by the Employer. The Promotion Board for the rank of Sergeant shall develop its own procedures fairly and adequately to evaluate the candidates, review personnel files, Assessment Center evaluations, if any, and interview candidates. Such Board shall be appointed, and meet within thirty (30) calendar days after the establishment of the Civil Service eligibility list for the rank of sergeant, if possible.

11.05 For promotion to the rank of Sergeant, the Promotion Board shall conduct similar oral interviews of the persons whose names were supplied by the Civil Service Commission. The Board shall evaluate the candidates and select the person whom it deems most qualified for the rank of Sergeant from among those persons on the eligibility list provided by the Civil Service Commission, pursuant to §11.02 of this Agreement. The votes of the individual members of the Promotion Board shall be confidential and only the final Promotion Board selection made public. The Service-Safety Director shall then appoint the person(s) to the position(s) within ten (10) days after the Promotion Board makes its selection(s), if the vacancy is to be filled.

11.06 No employee shall be eligible to sit for any promotion examination for the rank of Sergeant unless the employee has accrued five (5) years of full-time employment with the City of Findlay Police Department immediately preceding the date on which the promotion examination is administered. Any employee whose seniority date with the City of Findlay Police Department is less than five (5) years, but who shall have observed his/her five (5) year anniversary with the Police Department by the time of the promotion examination, is permitted to submit a Letter of Intent to sit for the examination. During the life of a single eligibility list for promotion to the rank of Sergeant, any employee who is considered for promotion five (5) times and is not promoted, shall no longer be considered for any future openings filled from that particular eligibility list; but is not barred from sitting for any future Civil Service examination for promotion to the rank of Sergeant.

## **ARTICLE 12**

### **PROBATIONARY PERIOD**

12.01 All newly hired employees shall be required to serve a probationary period of two thousand eighty (2080) hours of actual street duty after their date of hire. Street duty excludes time the probationary employee is attending basic OPOTA training, on sick leave or off on paid or unpaid status. During such period, the Employer shall have the sole discretion to discipline or to discharge such employee(s), and any such action shall not be appealable through any Grievance or appeal procedure contained in this Agreement, or to any Civil Service Commission.



12.02 If any employee is discharged or resigns while on probation, and is later rehired, the employee shall be considered a new employee, and shall be subject to the provisions of Section 12.01 of this Article.

## **ARTICLE 13**

### **SHIFT SCHEDULING**

13.01 The Union recognizes the exclusive right of the Employer to determine work assignments and work schedules as outlined in Article 3, "Management Rights", of this Agreement.

13.02 Employer agrees to allow employees to vote on shift rotation length, not to exceed six (6) months. Employees shall be allowed to select their respective shifts by bid, by seniority; except that, no employee may serve on the same shift for more than twelve (12) consecutive months without the express approval of the Chief, which may be granted or denied at the Chief's sole discretion; and the Employer reserves the right to assign certain employees to certain shifts, notwithstanding their bids or seniority. Such selection shall be made in April and November of each year, with the selections becoming effective the first day of the first full pay period in July and January, respectively. The Union President may elect to remain on day shift for the period of his or her appointment. The days worked are determined by seniority and days off selection at the time of shift bid.

13.03 The Employer recognizes the desirability of allowing employees to express their individual preferences for shift scheduling. If a general scheduling change is contemplated by the Employer, a notice containing information about the change shall be posted. The notice shall provide information concerning days off, shift hours, and proposed rotation schedule, if any. Employees may request, in writing to the Chief, specific shift assignments within fourteen (14) calendar days after the notice is posted. The Employer shall consider such requests, subject to Department staffing needs. Consideration shall be given to seniority, qualifications, training, certification, and experience. Before any general schedule change takes effect, the Employer will consider employee input regarding the duration of any shift rotations.

13.04 Employees subject to changes in assignments, shifts, or scheduling initiated by the Employer shall be notified in writing at least five (5) calendar days prior to the effective date of the change(s). Employees subject to any such shift change may waive the five (5) day notice requirement. Except in emergencies, no employee may unilaterally change his/her shift assignment or specific workday without prior approval from the Chief.

13.05 The Union agrees to waive the provisions of this Article during a time that an emergency schedule is implemented by the Mayor, the Service-Safety Director, or the Chief.

## **ARTICLE 14**

### **SHIFT EXCHANGE**

14.01 Employees have the right to request a temporary change of shift assignment when such exchange does not interfere with the operation of the Police Department. Requests for temporary shift exchanges must be submitted to the Chief, or his/her designee, for approval. Temporary shift exchanges shall be recorded in the permanent Department record of shift schedules. Requests shall contain the proposed effective date, duration, and reasons for the request.

14.02 Any request for permanent change of shift assignment shall be given the same consideration as requests for shift assignments described at Section 13.01 of this Agreement. A written request for permanent shift exchange shall contain the same information as requests for temporary shift exchanges. Permanent shift exchanges shall be subject to the Chief's approval, or that of his designee.

14.03 "Temporary" shall be defined as four (4) regularly scheduled shifts, or fewer, within the same calendar month. Requests shall be for a specific stated period of time.

14.04 "Permanent" shall be defined as an exchange for an indefinite period of time. Requests shall have beginning dates.

## **ARTICLE 15**

### **LABOR MANAGEMENT COMMITTEE**

15.01 There shall be a Labor-Management Committee shall be comprised of up to five (5) representatives of the Employer and up to five (5) representatives of the Union's choosing, as appropriate, based on subject matter to be discussed.

15.02 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. A Labor-Management Committee meeting shall be scheduled within ten (10) business days following a request, unless the parties mutually agree to extend such time. Subjects that may be discussed at these meetings shall include, but are not limited to, the below subjects:

- a. Administration of this Agreement;
- b. Changes made by the Employer, which might affect bargaining unit members;
- c. Grievances, which have not been processed beyond the final step of the Grievance Procedure, when such discussions are mutually agreed to by the parties;
- d. General information of interest to the parties;
- e. Union representatives' opportunity to share the views of their members and/or to make suggestions on subjects of interest to their members;
- f. Ways to improve efficiency and work performance;
- g. Training matters; and
- h. Proposed changes in Rules and Regulations.

15.03 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' regular scheduled hours of work. Off duty employees on the Labor Management Committee will be compensated at the standard Call In overtime pay rate for participation in the actual Labor Management Committee meeting. No overtime compensation shall occur for committee

members pursuing union business and meeting preparation leading up to the actual meeting.

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

## **ARTICLE 16 SAFETY AND HEALTH/EMPLOYEE ASSISTANCE PROGRAM**

16.01 The Employer and the Union agree to cooperate in matters of safety, health, and sanitation in order to ameliorate workplace conditions and hazards that could result in accident, death, injuries, and illness among employees.

16.02 The Union shall appoint a Safety Committee not to exceed four (4) employees, from its membership, one of whom could be a member of the employee's bargaining unit. For safety and health issues specific to the Police Department, the Committee shall meet with the Chief from time to time. The Union shall also appoint (4) four representatives of its choosing to the City-wide Safety Committee to discuss issues applicable to all City employees.

16.03 Any request for a safety and health-related meeting with the Chief, and proposed safety/health recommendations, shall be made in writing to the Chief, with a copy to the Service-Safety Director. The meeting shall be held at an agreed upon time between the parties.

16.04 In the event that safety and/or health matters cannot be resolved in meetings with the Chief, the Union may reschedule a meeting among the Safety-Safety Director or his/her designee, the Chief, and the Union Safety Committee in an attempt to resolve the matter(s) in question. If a matter cannot be resolved, the matter shall be forwarded to the Mayor, whose decision shall be final. The Chief and/or the Union may request the opinion of a third party who is qualified to provide advice on, and possible solutions to, the issue in contention. Costs of the expert/consultant's intervention shall be borne by the party requesting the opinion.

16.05 Accidents, which occur when an employee is driving an Employer owned vehicle, shall be investigated through the Police Department chain of command. If it is determined through this investigation that the accident was in whole or in part attributable to the employee's conduct, the matter will be referred to the Chief for proceedings under Articles 39-41 of this Agreement. The Chief shall not act upon the accident for disciplinary purposes until such time as the accident has been reviewed as provided in this section 16.05 and referred to the Chief for disciplinary action. The parties agree that the time limit provisions of Article 39 as they relate to disciplinary hearings, will not apply to accidents. The Employer agrees that in the event a traffic citation is issued by the City to the employee as the result of any negligent conduct causing, in whole or in part, the accident, it will not issue disciplinary action under this agreement. Likewise, in the event a disciplinary action under this Agreement is issued to the employee as the result of negligent conduct causing, in whole or in part, an accident, the employee shall not be issued a traffic citation by the City for the same accident.

16.06 The Employer shall establish for all employees of the Police Department, and the immediate families of those employees, a confidential Employee Assistance Program (EAP) that is ready and available to respond to the immediate needs of the employees and their immediate family members.

16.07 For purposes of this Article, the term, "immediate family", means those persons to whom the employee is legally married, or to whom the employee is a natural, adopted, or step-parent; and who is listed as a beneficiary of any health care insurance that the Employer provides for the employee and such family members.

16.08 The Employee Assistance Program shall be administered by a private contractor, who shall provide triage, diagnosis, referral, and preliminary treatment or crisis intervention to employees and their immediate family members. Such services shall be for a variety of crisis or other problem issues that could affect the employee's performance on the job. The nature of the services to be provided shall be disclosed in a contract, which the Employer shall enter with an EAP provider, and on which the Union shall advise before the contract is executed.

16.09 The referral and treatment services that are described in this Section, but which are not directly provided by the EAP staff, shall be those which are covered by the health care insurance that the Employer provides; except that, that Employer shall underwrite the cost of EAP referrals and subsequent treatment that are made as the result of the employee's involvement in a critical incident while on duty.

## **ARTICLE 17                      BULLETIN BOARDS**

17.01 The Employer shall allow the Union to maintain one bulletin board in the Police Department within reasonable proximity of the department communication drawers or any other location mutually agreed to by the parties. Employer shall retain the right to approve any such location which approval will not be unreasonably withheld. The Union shall be responsible for the maintenance and replacement of the bulletin board. The Employer shall have the right to remove any material that violates the provisions of Section 15.02 of this Article.

17.02 No notices, memoranda, posters or other forms of communication shall be posted on the bulletin board if the material contains any defamatory, political (except Union election notices), controversial material or any material critical of the Employer or its employees. The Union shall supply one copy each to the Chief and the Service-Safety Director when posting material.

## **ARTICLE 18                      BALLOT BOXES**

18.01 The Union shall be permitted, with prior notice to the Chief, to place a ballot box at a location agreed to by the Chief and the Union for members' voting on issues solely related to Union business. The box shall be the property of the Union; and the Employer shall neither inspect nor review the ballot box or its contents. The ballot box shall be removed as soon as practicable after voting has concluded.

## **ARTICLE 19                      PERFORMANCE EVALUATION**

19.01 Every employee shall be evaluated at the schedule outlined in the Police Department policy. The employee shall be given a copy of the evaluation at a meeting with his/her immediate

supervisor. The employee shall be offered the opportunity to rebut any statement or other assessment of his/her job performance as it is described in the evaluation instrument. The performance evaluation must be reviewed by the upward chain of command, with each person in the chain of command adding comments, as appropriate, and signing the instrument before the instrument is photocopied and given to the employee. After the instrument is copied, no additions to it may be made. The evaluation instrument shall be forwarded to the employee's personnel file within the time limits stated in Employer policy.

**ARTICLE 20 PERSONNEL FILES**

20.01 The parties agree that, with some statutory exceptions, employee personnel files are public record. Every employee may review the contents of his/her personnel file, including those portions of the file that are not public record, at all reasonable times, upon request, either written or oral. A representative of the Employer must be present while an employee inspects his/her file. The employee may draft a signed and dated memorandum clarifying and explaining any statement contained in any document in his/her personnel file.

20.02 For purposes of progressive discipline, memoranda of disciplinary action shall be considered according to the following schedule, provided there has been no intervening disciplinary action:

<u>MEMORANDUM OF DISCIPLINE</u>	<u>NOT CONSIDERED AFTER</u>
Oral reprimand	12 months
Written reprimand	18 months
Suspension, 1-4 days	36 months
Suspension, 5 days or more	48 months

20.03 In the event the Employer receives a public records request for copies of the materials contained in an employee's personnel file, the employee will be advised of the request prior to the release of the records.

**ARTICLE 21 COPIES OF THE BARGAINING AGREEMENT**

21.01 The Employer shall provide to every member of the bargaining unit a copy of this Agreement. The parties agree to share equally the printing costs.

**ARTICLE 22 OFFICE EQUIPMENT USE**

22.01 With the Chief's advance approval, the Union shall have the reasonable use of Police Department office equipment.

**ARTICLE 23 SICK LEAVE AND LEAVE CHOICE**

23.01 Sick leave shall be defined as absence from work, with pay, due to: (a) illness or injury to the employee; (b) exposure by the employee to a contagious disease communicable to others; (c) and/or illness, injury or death in the employee's immediate family.

23.02 Every employee shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours worked. There is no ceiling to the amount of sick leave that an employee may accumulate.

23.03 At least one (1) hour before his/her shift is to begin, an employee who is absent on sick leave shall notify his/her immediate supervisor of such absence to be charged as sick leave each day he/she is to be absent.

23.04 Except as otherwise provided in this Agreement, sick leave may be used in segments of not less than one half (1/2) hour. Sick leave shall be paid out at the rate of one half hour of sick leave pay for each one half hour of scheduled work missed.

23.05 In the event that the use of sick leave is due to injury sustained while the employee was working for an employer with Workers' Compensation coverage other than the City of Findlay, any Workers' Compensation benefits shall be assigned to the City of Findlay as a condition precedent to any sick leave payments under this Article.

23.06 Before an absence may be charged against accumulated sick leave, the Chief may, in his/her discretion, require satisfactory proof of the employee's illness or injury; or illness, injury, or death of the employee's immediate family member. The Employer or the Chief may order the employee to be examined by a physician designated and paid by the Employer. If an employee is absent for more than three (3) workdays, the employee must supply a physician's excuse to be paid for sick leave, unless the Chief waives this provision.

23.07 If an employee fails to submit adequate proof of illness or injury to him/herself or an immediate family member, or death of an immediate family member, when ordered to do so; or if an ordered medical examination does not, in the Chief's discretion, substantiate the employee's claim of illness or injury sufficient to justify absence from work, the employee's absence from work may be considered unauthorized, shall be without pay, and could lead to disciplinary action, pursuant to Article 40 of this Agreement.

23.08 Any abuse or patterned use of sick leave shall be just cause for disciplinary action. Use of sick leave on five (5) or more occasions (that is, five (5) separate incidents, and not necessarily five (5) consecutive days) in any twelve (12) month period shall result in disciplinary action according to the following schedule:

<u>Number of Absences</u>	<u>Disciplinary Action</u>
5 occasions	Oral reprimand, with memo in personnel file
6 occasions	Written reprimand
7 occasions	3-day suspension
8 occasions	10-day suspension
9 occasions	20-day suspension
10 occasions	Termination

Any absence accompanied by a valid physician's statement justifying the absence shall not be considered an "occasion of use." An "occasion" for purposes of this paragraph shall

mean an individual utilization of sick leave as defined in Section 21.01, regardless of the number of hours involved (e.g., one (1) day or five (5) consecutive days would be one (1) "occasion" of sick leave.) Any time an employee reports back to work, that "occasion" of sick leave use ends.

23.09 The Chief may require an employee who has been absent due to his/her own serious personal illness or injury, prior to and as a condition of his/her return to duty, to be examined by a physician designated and paid by the Employer, in order to determine that the employee can fully perform his/her duties without extraordinary accommodation; and that his/her return to duty will not jeopardize the health or safety of other employees.

23.10 When an employee uses sick leave due to illness or injury in the employee's immediate family, "immediate family" shall be defined by Section 25.03. The employee must help care for the family member.

23.11 At the time of separation from employment with this Employer, an employee (or his estate if he dies before retirement) who has not less than ten (10) years of continuous employment with the Employer and who has qualified for retirement benefits from the Ohio Police and Fire Pension Fund, shall be entitled to receive a cash payment at his hourly rate of pay at the time of retirement in accordance with the following schedule:

<u>For Employees Hired on or before December 31, 2012</u>		<u>For employees Hired After December 31, 2012</u>
First 960 hours	25%	25% the value of 960 hours
Second 960 hours	50%	
Over 1,920 hours, all sick leave	50%	

The accumulated sick time shall be paid at the employee's regular rate of pay at the time of his/her retirement or death before retirement.

In order to secure the payment of unused sick time according to the schedule described in this Section, the employee shall be required to notify the Chief and the Service-Safety Director of the employee's intention to retire. The notice must be given at least thirty (30) calendar days in advance of the projected retirement date. Any such payment of sick leave pursuant to this paragraph shall eliminate all of the employee's accrued but unused sick leave.

If an employee is killed in the line of duty, and the death is classified as a line of duty death by the appropriate pension system, the estate of the employee shall receive payment for one hundred percent (100%) of the employee's sick leave balance as quickly as possible in relation to the pension system's classification of the employee's death, regardless of years of service.

23.12 An employee who becomes sick or is injured while he/she is using already scheduled vacation or Holivac time may not change the scheduled vacation or Holivac to sick leave; except that, if the Chief approves such change. Requests for such change must be made to the Chief within three (3) calendar days after the illness or injury occurs, or as soon as is practicable after that.

23.13 An employee who sustains an injury while on duty with the Employer, or who contracts a disease recognized as compensable by the Ohio Bureau of Workers Compensation rules, shall

be paid through the use of sick leave at full rate for the maximum period allowable for Temporary Total Disability under Ohio statute. Sick leave paid in this circumstance shall be restored to the number the employee had accumulated on the date of the injury or diagnosis of the disease, provided that the employee appropriately pursues application for Workers' Compensation benefits. If the employee receives funds as the result of any award from Workers' Compensation, the employee is required to reimburse the Employer for the amount paid to the employee while he/she was off work during the term of the duty-related injury or illness.

23.14 The employer agrees to provide for a sick leave donation program, which program will be administered according to the city-wide sick leave donation program then in effect, if any.

## **ARTICLE 24                      FAMILY MEDICAL LEAVE ACT**

24.01 The parties agree to be bound by the provisions of the Family Medical Leave Act of 1993, as amended, and as described in this Article. Refer to City Policy.

24.02 If an employee takes paid or unpaid leave for any of the reasons described in this Section, the time used during any such leave shall be computed as part of the employee's entitlement to twelve (12) work weeks of FMLA leave during the twelve (12) month period commencing with the first time any such leave was used.

Health conditions triggering entitlement to FMLA coverage:

- a. The birth of a son or daughter, and to care for the newborn child;
- b. The employee's adoption or placement for foster care of a child;
- c. Caring for a spouse, son, daughter, or parent with a serious health condition; and,
- d. A serious health condition that makes the employee unable to perform the functions of his/her job.

24.03 If any policy of the Employer confers more health care leave, funeral leave, leave of absence, and like benefits than the minima described in the Family Medical Leave Act, the more generous Employer policy would prevail.

24.04 No employee shall lose seniority during paid time off charged to FMLA leave. Unpaid time off of any kind shall not accrue seniority.

24.05 An employee who seeks to use FMLA leave shall be required to submit an FMLA request thirty (30) calendar days in advance, or as soon as practicable after the event giving rise to the leave request occurs. In any case, request for FMLA leave should be in writing as soon as possible after the need to use FMLA leave becomes apparent.

24.06 An employee's sick leave that extends beyond four (4) work weeks shall trigger the requirement that the employee complete the appropriate FMLA leave request forms within a reasonable time.

24.07 An employee on FMLA leave shall be obligated to pay the employee's share of Employer-provided health care premiums, if any, three (3) calendar days prior to the first regular pay day of each month. The Employer shall cease to pay its share of the premium if the employee's payment is more than thirty (30) calendar days late.



**ARTICLE 25**

**BEREAVEMENT LEAVE**

25.01 In the event of a death in an employee's immediate family, the employee shall be granted up to three (3) workdays from the date of death to the funeral without loss of pay, vacation or holiVac, or accumulated sick leave. Should notification of death be received during working hours, the employee shall also receive, with the consent of his/her immediate supervisor, the balance of that shift off, without loss of pay, vacation or holiVac, or accumulated sick leave, in addition to the funeral leave.

25.02 The Union acknowledges that funeral leave will be granted for the purpose of permitting the employee to attend the funeral and to take care of any related matters.

25.03 For purposes of the Article, "immediate family" shall be defined as spouse, person residing with the employee as a spouse (Must be approved at the discretion of the Chief), natural child, adopted child, step-child, parents, step-parent, grandparents, sibling, parents-in-law, sibling-in-law, son-in-law, daughter-in-law, or grandchildren of the employee. Immediate family will also apply to a person(s) with whom the employee has legal court ordered guardianship over.

25.04 Additional time off, for a death in the immediate family, shall be given with the consent of the Chief and shall be deducted from vacation or accumulated sick leave.

25.05 In the event of a death of a member of the employee's extended family occurs, the employee shall be granted one (1) workday without loss of pay for the purpose of attending the funeral, which shall be deducted from the employee's sick leave bank. For the purposes of this paragraph, "extended family" shall be defined to include the employee's aunt, uncle, cousin, and grandparent-in-law.

**ARTICLE 26**

**HOLIDAYS AND VACATION - HOLIVAC**

26.01 Each employee assigned to the "5-8" plan shall accrue annual vacation and holiday leave on an hourly basis according to the following schedule, known as "HoliVac":

<u>Completed Years of Service</u>	<u>City Holidays Per Year</u>	<u>Earned Vacation Per Year</u>	<u>HoliVac Per Year Days/Hours</u>	<u>HoliVac Pay pd.</u>
0	12	2	14 (112)	4.3077
1-7	12	12	24 (192)	7.3846
8-14	12	17	29 (232)	8.9231
15-21	12	22	34 (272)	10.4615
22 or more	12	27	39 (312)	12.0000

Each employee assigned to the "5-8" plan shall be awarded an additional eight (8) hours' HoliVac each January 1st during the term of this Agreement.

Additionally, each employee assigned to the "5-8" plan shall be awarded an additional twenty-four (24) hours of HoliVac each January 1<sup>st</sup> during the term of this Agreement. These hours may be used as three (3) personal days and its use will be monitored by the employer. The approval of using leave is subject to the operational needs of the Department, but supervisors should make

every effort to approve the time. When making notification for use, the requesting employee must indicate that it is a personal day off on the time off card and the request must be made at least 1 hour prior to the start of the employee's scheduled shift. Personal days shall not abut prior approved Holivac, Comp time or the use of sick time, unless approved by the Chief. Personal days cannot be used on a City observed holiday, during any Critical Incident defined in the Department's Emergency Operations Plan, or on a scheduled Department training day, unless approved by the Chief. Approved personal leave shall be considered as time worked in the computation of overtime.

26.02 Each employee who is assigned to the "4-10" plan shall accrue annual vacation and holiday leave on an hourly basis according to the following schedule, known as "Holivac:"

<u>Completed Years of Service</u>	<u>City Holidays Per Year</u>	<u>Earned Vacation Per Year</u>	<u>Holivac Per Year Days/Hours</u>	<u>Holivac Pay pd.</u>
0	12	2	14 (140)	5.3846
1-7	12	10	22 (220)	8.4615
8-14	12	14	26 (260)	10.0000
15-21	12	18	30 (300)	11.5385
22 or more	12	22	34 (340)	13.0769

Each employee assigned on the "4-10" plan shall be awarded an additional ten (10) hours Holivac each January 1 during the term of this Agreement.

Additionally, each employee assigned to the "4-10" plan shall be awarded an additional thirty (30) hours of Holivac each January 1<sup>st</sup> during the term of this Agreement. These hours may be used as three (3) personal days and its use will be monitored by the employer. The approval of using leave is subject to the operational needs of the Department, but supervisors should make every effort to approve the time. When making notification for use, the requesting employee must indicate that it is a personal day off on the time off card and the request must be made at least 1 hour prior to the start of the employee's scheduled shift. Personal days shall not abut prior approved Holivac, Comp time or the use of sick time, unless approved by the Chief. Personal days cannot be used on a City observed holiday, during any Critical Incident defined in the Department's Emergency Operations Plan, or on a scheduled Department training day, unless approved by the Chief. Approved personal leave shall be considered as time worked in the computation of overtime.

26.03 All Holivac hours must be earned before being used.

26.04 The Union and the Chief shall determine the Holivac schedule applicable to Patrol Officers. Upon approval of the Chief or his designee, Detectives shall not be required to use Holivac on dates the courts are closed, provided that no overtime cost is incurred on these days.

26.05 An employee can choose to use his/her Holivac hours when he/she has exhausted his/her sick and vacation leave during a leave of absence from work due to illness or injury, but will not be required to do so.

26.06 An employee discharged for cause, other than lack of work or abolishment of job, shall not be entitled to any payment as consideration for accumulated Holivac. Any employee, who leaves the employ of the City for reasons other than discipline, shall be paid equal to his/her regular base rate of pay for each accumulated Holivac hour.

26.07 An employee who works on Martin Luther King Day, Presidents Day, Memorial Day, Juneteenth Day, Labor Day, Veterans Day, the day after Thanksgiving, shall receive an additional one-half (1/2) times his/her regular base rate of pay for all hours actually worked. An employee who signs up to work or is mandated to work one of these holidays outside their normal shift schedule shall be compensated at a rate of double-time his/her regular base rate of pay for all hours actually worked in excess of his/her normal shift schedule, whether contiguous or not. For the purpose of this article, the holiday shall be considered worked between 0001 hours and 2400 hours on the actual date of the holiday.

26.08 An employee who works on New Year's Day, July 4<sup>th</sup>, Thanksgiving, Christmas Eve Day, Christmas Day shall be compensated at the rate of double time his/her regular base rate of pay for any and all hours actually worked. For the purpose of this article, the holiday shall be considered worked between 0001 hours and 2400 hours on the actual date of the holiday. Under no circumstance shall an employee be paid more than double time for hours worked on a holiday whether they sign up, are forced in, or work beyond their scheduled shift.

26.09 An employee who has unused Holivac leave to his/her credit may accumulate up to three (3) years' credit. An employee shall forfeit his/her right to use or be paid for any Holivac leave to his/her credit which is in excess of the accrual three (3) years. Excess leave shall be eliminated from the employee's leave balance in the pay period in which the Holivac anniversary date occurs. The Chief or his designee and the Service-Safety Director shall approve exceptions to this provision upon written request from the employee, stating the reasons for requesting such exception. Any employee may cash in accumulated Holivac leave up to a total of 96 hours in a calendar year with disbursements made in June and in December of each year to this Agreement.

## **ARTICLE 27** **LIFE INSURANCE**

27.01 The Employer shall furnish a policy of term life insurance in the minimum amount of one hundred thousand (\$100,000.00) dollars per member of the bargaining unit, to insure the life of each bargaining unit member, reserving the right of each insured employee to designate the beneficiary of the insurance on his/her life. The term life insurance shall include "accidental double indemnity" coverage, and become effective as soon as practical after the bargaining unit member has begun his/her employment with the City of Findlay Police Department.

## **ARTICLE 28** **MEDICAL INSURANCE**

28.01 The Employer agrees to provide hospital/medical coverage during the term of this Agreement in accordance with the terms set forth herein. Employer agrees to provide employees with the option of selecting coverage from a "Core" plan or a "High Deductible Plan" (HDHP) which is accompanied by a health savings account. Nothing in this Agreement shall be construed to restrict the Employer from changing carriers or to self-insure providing the coverage is comparable

28.02 The monthly premium cost of hospitalization and health insurance, regardless of plan selection or coverage tier, shall be shared on the following basis:

Employer's Share 90%  
Employee's Share 10%

28.03 The maximum monthly premium cost of hospitalization and health insurance for the HDHP shall be shared as follows:

Employer's Share 90%  
Employee's Share 10%

Employees hired prior to January 1, 2013 may choose to enroll in either the HDHP or the Core Plan. The Employer shall make a contribution to the health savings account of an employee who elects coverage under the HDHP Plan, minimum Employer contribution amounts to be equal or greater than the current practice through 2024.

Employees hired on or after January 1, 2013 may only choose to enroll in the "high Deductible Plan" (HDHP) which is accompanied by a health savings account. Employees hired after January 1, 2013 are not eligible to enroll in the "Core" health care plan.

In order to continue to qualify for the ten (10%) percent premium contribution limit, employees must participate in the Employer's Wellness Program. If an employee does not participate, the Employer's share of the premium contribution for the HDHP shall be eighty (80%) percent not ninety (90%) percent and the employee's share shall be twenty (20%) percent not ten (10%) percent. The Health Insurance Committee will be responsible for developing participation criteria for earning the lower premium contributions. The developing of Wellness Program participation criteria shall encourage and reward healthy behavior and goal setting. For 2022-2024, the only Wellness Program participation requirements will be to participate in the open enrollment process and to complete a wellness exam before November 1<sup>st</sup> of the year preceding.

28.04 In the event health insurance costs increase by more than ten (10%) percent the Employer reserves the right to make plan design changes to lower the overall increased cost of the plan to ten (10%) percent. The Employer will be required to share any proposed changes with the Health Insurance Committee and seek input from the Health Insurance Committee prior to implementing any changes.

28.05 Employees will contribute the cost of the optional dental program, if they elect the coverage, as follows:

Employer's Share 90%  
Employee's Share 10%

28.06 The employee's share of the cost of providing hospital/medical, dental, or vision coverage shall be deducted from the payroll of each participating employee bi-weekly.

28.07 An eligible employee's coverage under this plan shall become effective on the date the employee has completed the waiting period under the plan provided he/she agrees to make a required contribution and makes written application to the Plan Administrator for coverage within thirty-one (31) days of that date. Coverage provided under the plan for the covered employees

shall be in accordance with the employee's eligibility, effective date and termination provisions included herein and coverage classification (if any) under the plan.

All coverage under the plan shall begin at 00:01 hours on the date such coverage is effective. Coverage shall be effective the first of the month following or coincident with the completion of a thirty (30) day waiting period.

28.08 The Health Insurance Committee shall be comprised of thirteen (13) members consisting of two (2) representatives each from the Police Department, Fire Department, eight (8) representatives from the non-union departments, and one (1) representative of the Employer. The Mayor, City Auditor and/or other administrator of the Employer health care plan shall serve as ex officio members of the committee but shall not enjoy or exercise voting rights. In addition, the Employer retains the right to invite advisory personnel to participate in all meetings for informational purposes only.

The function of the committee will be to conduct regular meetings aimed at discussing the function, cost and financial condition of the health care plan. Whenever changes to the health care plan are dictated due to an increase in health insurance costs of more than ten (10%) percent, section 28.04 shall control. Whenever changes to the health care plan are otherwise warranted or necessitated, the committee shall vote on which changes and/or provision(s) shall be implemented to achieve the desired effect.

A majority vote shall bind all employees/Unions. In the event that the committee cannot reach a majority vote after further discussion and consideration of said plan changes, then in that event only the proposed changes receiving a plurality of votes shall be considered and the plan receiving a majority of those votes shall bind all employees/Unions. In no event shall a plan change adopted by the committee impose a different effect or outcome on any single employee or group of employees.

28.09 Employer agrees that if it provides a health insurance plan to any other bargaining unit or non-union employee which health insurance plan is more favorable or beneficial to said employees than the health insurance plan agreed to herein, that the Employer will prospectively apply the more favorable or beneficial aspects of that health insurance plan to this bargaining unit.

## **ARTICLE 29**

## **UNIFORMS**

29.01 Issued uniforms may be worn to and from work, while on duty, and for any off duty employment, but only when the off-duty employment has been authorized by the Chief.

29.02 Upon hire, any employee who is assigned to the Patrol Division shall be furnished with a complete set of uniform items, duty gear and equipment, including soft body armor as provided for in the Department. After initial issuance, the employee will be responsible for replacement of equipment items from his/her uniform budget, except for body armor with carriers guns/magazines; radio with holster; pepper spray with holder; ASP with holder; badges (including hat badge); taser and holster; ammunition.

29.03 As specified in 29.01 herein, uniforms, footwear and duty gear shall initially be supplied by the Employer. An employee is able to replace uniforms, footwear and or duty gear thru an

approved vendor up to an amount of one thousand dollars (\$1,000.00) per year, three hundred and fifty (\$350.00) dollars for new hires in their first calendar year of employment. All expenditures under this section must be authorized by the Chief or his designee. For budgeting purposes, any such purchases must be made in each calendar year (January-December) after the 1<sup>st</sup> day of February but before the 30<sup>th</sup> day of November. In the event that the Employer mandates a change in uniform type and/or style, the Employer shall cover the cost of replacement of all affected uniform pieces.

29.04 Employees serving in plain clothes assignments shall be paid an allotment for the clothing worn while working in this assignment. Employees newly assigned to the plain clothes assignment shall be allotted seven hundred and fifty (\$750.00) dollars at the beginning of the assignment, and seven hundred and fifty (\$750.00) dollars after having served in the plainclothes assignment for 6 months. An employee who has served for at least one year in a plainclothes assignment shall be allotted one thousand five hundred (\$1,500.00) dollars per calendar year for civilian clothing and footwear. The plain-clothes allotment shall be paid during the first pay period of February in each year of this Agreement.

29.05 Employees covered under this contract shall be entitled to receive a monthly cell phone allowance in the amount of ten (\$10.00) dollars per month for a basic plan. The employee must follow the procedure in the City's Cell Phone Policy to obtain the allowance.

### **ARTICLE 30 CLEAN-UP TIME**

30.01 An employee may, at his/her option, be excused early or toward the end of his/her work shift when necessary, to clean up due to duty-related activity.

30.02 An employee exercising this option must first obtain the permission of his/her immediate supervisor. Overtime used pursuant to this Article is subject to the advance approval of the Chief or his/her designee.

### **ARTICLE 31 OVERTIME PAY AND COMPENSATORY TIME**

31.01 An employee who works more than forty (40) hours in any calendar week shall be paid for the extra hours at one and one-half (1 1/2) times the Patrol Officer regular hourly rate of pay.

31.02 An employee who is eligible for overtime may take compensatory time ("Comp Time") instead of overtime pay for overtime work. The compensatory time shall be allotted in the same way as is overtime pay (time-and-a-half). Any Patrol Officer may cash in accumulated compensatory time up to forty (40) hours total in June and forty (40) hours in December in each year of the Agreement. The City will provide for a Comp Time conversion form for cash-in purposes. When an employee-retires or voluntarily leaves the City's employ, unused accumulated compensatory time shall be paid as cash. An employee may accumulate up to one hundred sixty (160) hours of Comp Time.

31.03 Comp Time may be used in increments of no less than one (1) hour, and may be used at any time; providing that the Patrol Officer submit a Comp Time request reasonably in advance of its use; and provided that there is sufficient staffing, as the Chief determines. Comp Time used shall be considered as time worked in the computation of overtime. Comp Time off requests that are denied shall be denied in writing.

31.04 As much as practical, approval of Comp Time shall be granted on a first come, first served basis. If two (2) or more requests for the same time period are submitted, seniority shall prevail, when practical, as determined by the Chief, based on Department needs.

31.05 Overtime allotted under this Article shall be scheduled or granted on the approval of the Chief or his/her designee.

31.06 Approved, paid leave time shall be considered as time worked in the computation of overtime.

## **ARTICLE 32 CALL-IN PAY**

32.01 Any employee who is called in to work during off-duty hours; or who is required to appear in court or to appear before the Prosecutor at a time when the employee is not on duty, shall be paid at least three (3) hours at one and one-half (1 ½) times his/her regular hourly rate of pay. No hours worked or paid under this provision shall be counted as hours worked as part of the employee's regular forty (40) hour workweek. An employee invoking this Section must have worked forty (40) hours, as scheduled, to be eligible for such call-in pay. If an employee is off duty for previously scheduled Holivac or Comp Time, and they are called in for a Prosecutor meeting, court subpoena, or an emergency call back to duty will be compensated at the call-in pay rate, or the employee may elect to have their time off adjusted so that the hours worked are credited to their accrual bank.

32.02 There shall be no duplication of overtime during the same three (3) hour call in period.

32.03 Members of the Crisis Management Team that are activated for a critical incident shall be compensated at a rate of two (2) times his/her regular hourly rate of pay for the incident. If the employee is not on regular duty, then the three (3) hour call-in minimum applies. For an employee who was already working at the time of the activation, then the double time applies only to the time that the employee is actively assisting with the incident. It does not apply to the employee's full shift.

## **ARTICLE 33 OFFICER IN CHARGE/WORKING OUT OF CLASSIFICATION**

33.01 The Employer and the Union agree that an employee who is a designated Officer in Charge (OIC) of a shift or Division, and who acts as Sergeant, for any reason, shall be paid at the same base hourly rate while acting as OIC as a Sergeant receives after his/her first year in rank. An employee acting as OIC shall not be subject to any waiting period of time in assignment to be paid at the second-year Sergeant rate; that is, an employee designated as OIC or other acting Command Officer is to be paid at the second-year base hourly rate of the rank in which the Officer is acting

33.02 Authority to make appointments to acting positions shall be exclusively that of the Chief or his/her designee. The Chief or his designee may, but is not required to, consider seniority with the Police Department when making appointments to acting positions, but may appoint a less senior person.

33.03 Except as provided in 33.04 of this Agreement, in any period of time during a regular scheduled overlap of two (2) different shifts, there shall be no duplication of working out of classification.

33.04 When two (2) Sergeants are scheduled to be on duty, and one (1) Sergeant is absent, in every case, there shall be a minimum of one (1) person in command as Sergeant or acting Sergeant for each shift.

33.05 When original assigned shift sergeant is absent, and the shift is without an on-duty sergeant, and if shift staffing falls below minimum levels, the Employer shall first contact off-duty Sergeants and give them the opportunity to fill the vacancy. In the event that no off-duty Sergeant accepts the opportunity to fill the vacancy, then the vacancy shall be filled first by offering the opportunity to the most senior non-command Officer on duty, regardless of whether or not the most senior Officer is on overtime or not. If the senior officer declines the opportunity to fill the vacancy for the duration of the shift, then the next most senior on-duty Officer shall be offered the opportunity to fill the vacancy for the duration of the shift. If that Officer declines the opportunity, then the process of asking the next most senior Officer shall be followed until an on-duty Officer accepts. If the Officer who accepts the Officer in Charge (OIC) role is already on overtime for the shift, then that Officer will be eligible to be paid at the second-year overtime rate for a Sergeant.

#### **ARTICLE 34                      LONGEVITY**

34.01 Each employee-who has completed eight (8) years through fourteen (14) years of continuous service with the Employer shall receive a longevity payment of ninety (\$.90) cents per hour.

34.02 Each employee who has completed fifteen (15) through nineteen (19) years of continuous service with the City shall receive a longevity payment of one dollar and fifteen cents (\$1.15) per hour.

34.03 Each employee who has completed twenty (20) through twenty-four (24) years of continuous service with the City shall receive a longevity payment of one dollar and forty cents (\$1.40) per hour.

34.04 Each employee who has completed twenty-five (25) years or more of continuous service with the Employer shall receive a longevity payment of one dollar and fifty cents (\$1.50) per hour.

#### **ARTICLE 35                      WAGE SCHEDULE**

35.01

A. Wages for the duration of this contract will be based on the actual growth rate of city income tax collections. To determine the applicable growth rate, a two (2) year average will be used of the previous two (2) years, excluding the most recent year. The Findlay Income Tax Department will provide the income tax collections and growth rate percentage to the Union and the Employer. The average will be determined and the corresponding change in wages will be determined by the following formula:



$(2\text{-year avg. growth rate}) \times (.75) = \% \text{ change in employee wages.}$

The table below illustrates this formula, and is retained in this agreement as an example:

YEAR	GROWTH RATE
2018	5.81%
2019	6.31%
TOTAL	12.12%
AVERAGE	6.06%
WAGE MULTIPLIER	0.75
WAGE CHANGE	4.55%

The applicable change in employee wages will range from a minimum of 0% to a maximum of 6%. Only a percentage of 0-3% will be permanent and serve as the base wage for future wage calculations. Any wage increases above 3% will be paid as a wage adjustment for that calendar year, payable in equal installments on an employee's regular paycheck.

Due to fluctuations in revenue due to the Covid-19 pandemic in 2020 and the associated federal stimulus received by the Employer, the growth rate for the year 2020 included in the wage formula shall be eliminated. In addition, the permanent and compounding percentage limit on wages for calendar year 2022 will be suspended and full amount will be compounded.

The wages effective in the first full pay period of January 2023 will be based on the 2-year average growth rate for income tax collected for 2019 and 2021 and multiplied by .75. The resulting percentage will be applied as listed above, with a range of 0-6%. The permanent portion of any raise used as a basis for future wage calculations will not exceed 3%, with any remainder being paid as a wage adjustment for the year 2023 and are effective the first full payroll period in 2023.

The wages effective in the first full pay period of January 2024 will be based on the 2-year average growth rate for income tax collected for 2021 and 2022 and multiplied by .75. The resulting percentage will be applied as listed above, with a range of 0-6%. The permanent portion of any raise used as a basis for future wage calculations will not exceed 3%, with any remainder being paid as a wage adjustment for the year 2024 and are effective the first full payroll period in 2024.

Income tax growth rates and total income tax collected will be supplied to the Employer and the Union by the Findlay Income Tax Department. Both the Employer and the Union mutually agree to determine the applicable 2-year average that will determine the 2023 and 2024 wage package during a meeting to be held before the Salary Ordinance is presented to the Findlay City Council.

B. Effective at the beginning of the first full payroll period in January, 2022 through the full pay period that includes December 31, 2022, all employees shall be paid a base hourly rate according to the following schedule:

Step	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
Years	0-1	2-3	4-5	6	7	8-10	11+
Prob.	\$22.29	\$25.76					
Perm.	\$26.99	\$26.99	\$28.20	\$29.54	\$30.96	\$32.46	\$33.11

Effective at the beginning of the first full payroll period in January, 2023 through the full pay period that includes December 31, 2023, all employees shall be paid a base hourly rate according to the following schedule:

Step	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
Years	0-1	2-3	4-5	6	7	8-9	10+
Prob.	\$xx.xx	\$xx.xx					
Perm.	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx

Effective at the beginning of the first full payroll period in January, 2024 through the full pay period that includes December 31, 2024, all employees shall be paid a base hourly rate according to the following schedule:

Step	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
Years	0-1	2-3	4-5	6	7	8	9+
Prob.	\$xx.xx	\$xx.xx					
Perm.	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx

35.02 Service time with the Employer shall be carried with the employee when transferring between departments, except that no service time in any other department shall apply to the Police Department, for the consideration of wage rates, in the position of sworn Police Officer for new employees in the Police Department after January 1, 1981.

35.03 New employees hired after January 1, 1981, by the Police Department in the position of sworn Police Officer, may receive service credit for wage consideration for previous employment with full time, paid Police Departments that are determined to be equal to the Findlay Police Department in training and experience. Service Credit for said years of experience shall be less than or equal to the years of prior Police Department experience, and shall be determined during the hiring process. Application for previous service credit must be made in writing to the Chief within thirty (30) days of hiring.

35.04 The Employer shall continue to provide a tax-deferred compensation plan for pension contributions, as approved by the Ohio Police and Fire Pension System and United States Internal Revenue Service Regulations.

35.05 **Educational incentive allotment:** an employee who has earned a Police Science, Law Enforcement, Criminal Justice, Public Administration or other degree approved by the Chief and Service-Safety Director shall be paid, in the first pay period in March, the following allotment:

Associate's Degree                      \$350

Baccalaureate Degree	\$750
Master's Degree	\$850

The employee shall be paid only the single allotment amount corresponding with the highest degree earned. No compounding of allotment will be permitted.

35.06 The employee who actually works the afternoon shift (majority of work hours between 1759 and 2400) or the night shift (majority of work hours between 2300 and 0700 shall be paid an additional one dollar and forty cents (\$1.40) or one dollar (\$1.00) per hour, respectively.

35.07 Any employee assigned by the Employer as a canine handler will work the same number of hours as the other Officers assigned to the canine handler's shift: As a stipend for the care of the canine unit, each canine handler will receive three hundred fifteen (\$315.00) dollars per pay period, to be paid with each paycheck. The stipend amount will not be included with base pay for purposes of calculating overtime pay. Any employee designated by the Employer as a Field Training Officer (FTO) shall receive an additional two dollars (\$2.00) per hour for each hour, or part of an hour, actually spent performing training duties with a trainee. Any employee designated by the Employer as a certified instructor shall receive an additional two dollars (\$2.00) per hour for each hour, or part of an hour, actually spent conducting in-service training on the topic that they are certified on.

35.08 The Crisis Management Team Commander and the Emergency Response Team Tactical Commander, which have been selected by the Command Staff, shall be paid a one-time yearly allotment of one thousand nine hundred and fifty (\$1,950.00) dollars and nine hundred and seventy-five (\$975.00) dollars, respectively. This payment shall occur in the first pay period of March. Should a change in personnel occur after the allotment has been paid, then the incoming Commander will not be paid an allotment until March of the following contract year.

**ARTICLE 36 SUBSTANCE TESTING AND ASSISTANCE**

36.01 All employees are subject to drug and alcohol testing pursuant to the policy, which is attached to this Agreement, and is incorporated as part of this Agreement by reference to the attached Substance Abuse Testing policy statement.

36.02 Additionally, all employees are also subject to random drug testing up to three (3) times per year.

**ARTICLE 37 HEADINGS**

37.01 The parties agree that the use of headings before Articles is for convenience only; and that no heading shall be used in the interpretation of any Article, or affect interpretation of any Article.

## **ARTICLE 38                      GENDER-NEUTRAL PRONOUNS AND PLURALS**

38.01 Unless a specific named person is referred to in this Agreement, every pronoun, singular and plural, shall be gender-neutral.

38.02 Interchangeable use of the singular and the plural shall not be construed as excluding any one (1) person or class of persons. The use of the singular and the plural is for grammatical purposes only; and any reference to persons is intended to include all members of the bargaining unit.

## **ARTICLE 39                      DISCIPLINE**

39.01 This procedure shall apply to all non-probationary employees covered by this Agreement.

39.02 Employees shall have the following rights:

- A. Representation by a Union representative and/or Union attorney at each step of the disciplinary procedure.
- B. Freedom from coercion, intimidation, or reprisal, either directly or indirectly, by the Employer as the result of the exercise of his/her rights under this procedure.

39.03 An employee may resign after being served with a Notice of Discipline. The Employer's Rules and Regulations concerning resignations controls in this event, following which the employee shall be terminated from his/her position with the Employer.

39.04 Whenever, after an initial investigation, the employer has reason to believe that a non-probationary employee may have committed one or more offenses that could result in either a fine, suspension, a demotion, or a removal from employment with the City, the employer shall schedule a pre-disciplinary conference to provide the employee the opportunity to respond to such allegations.

39.05 Prior to the pre-disciplinary conference, the employer will provide the employee notice of the alleged offense(s) and the date and time the pre-disciplinary conference will begin.

- A. At the pre-disciplinary conference, the employer will provide the employee with a brief explanation of the evidence supporting the allegation(s) of misconduct.
- B. The employee will be given an opportunity to respond to such charge.
- C. Upon request, the employee will be permitted to have his/her union representative and/or union attorney present at the pre-disciplinary conference.
- D. No recording device or stenographic or other record shall be made of any meeting between the employer and an employee and/or employee's union representative without the advance approval of the employer and the knowledge of all parties in said meeting. If the employer authorizes a recording or transcript of the meeting and the union desires a copy, the employer shall provide a copy of the recording or transcript and the cost of such shall be shared equally by the parties.

39.06 Within a reasonable period of time following the conclusion of the pre-disciplinary

conference, the employer will determine what, if any, disciplinary action is warranted.

39.07 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed, and the penalty, shall be specified in the written Notice of Discipline. The Notice shall be served on the employee and union representative. After the Notice of Discipline, the employee may choose to accept the proposed discipline, or to appeal by filing a grievance with the Service-Safety Director, pursuant to Step 2 of the Grievance Procedure. The appeal must be filed at Step 2 within ten (10) working days after the employee has received the Notice of Discipline. All subsequent filings or appeals shall be made pursuant to the time limits contained in the Grievance Procedure.

39.08 Except as provided in Section 16.05 of this Agreement, discipline shall not be implemented until the Service-Safety Director renders a decision after a pre-deprivation hearing or Step 2 grievance appeal.

39.09 The Notice of Discipline served on the employee shall be accompanied by written statement that:

- A. The employee has the right to object by filing a grievance within ten (10) working days after-receipt of the Notice of Discipline, but the time limit excludes vacation, Holivac, and sick leave.
- B. The Grievance Procedure provides for a hearing by an independent arbitrator as its final step.
- C. The employee is entitled to representation by a Union representative and/or Union-designated attorney at every step of the proceeding.

39.10 If a grievance is filed and pursued within the time frames provided in this Article, no penalty can be implemented until the appeal is answered at Step 2 by the Service-Safety Director.

39.11 A failure to submit an appeal within the time limits described at Section 39.07 of this Article shall be construed as acquiescence in the disciplinary action by the affected employee and the Union.

39.12 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative and/or a Union-designated attorney as a representative, or to decline any such representation. A settlement entered into by an employee shall be final and binding on all parties as to that specific matter. The Union shall be notified of all settlements.

39.13 An employee may be placed on paid administrative leave at any time during the disciplinary process if the Employer, at his/her sole discretion, determines that such suspension is in the best interests of the Employer. A suspension without pay may be imposed concurrent with or subsequent to the decision at Step 2 of the Grievance Procedure.

39.14 The Union, on behalf of all employees covered by this Agreement, and on its own behalf, hereby waives any and all rights to the Service-Safety Director's Inquiry, previously possessed by such employees, or to appeal any form of disciplinary action (e.g. suspensions, demotions or



sign the grievance and shall attach a list of all additional affected employees to the grievance.

40.05 The Chief shall respond to the grievance, in writing, within ten (10) working days after having received the grievance. The Chief's written response shall:

- A. Agree with or deny, in whole or in part, the assertions upon which the grievance is based.
- B. Include a proposed remedy or adjustment, if any is to be made. A time limit in which the remedy shall be completed must be stated.
- C. Include the Chief's signature and date of reply.

## **Step 2**

If a grievance is not settled at Step 1, the aggrieved party may, within ten (10) working days after having received the Chief's answer, submit copies of the written grievance to the Service-Safety Director. The submission at Step 2 shall include a typed cover letter, signed by the grievant, identifying the submission as a Step 2 grievance. The Service-Safety Director may make any additional investigation either might deem necessary. The Service-Safety Director shall schedule a grievance meeting within ten (10) working days after the grievance at Step 2.

If the Step 2 grievance concerns proposed disciplinary action, the typed cover letter to the Service-Safety Director must indicate that the issue at Step 2 is discipline. Submission shall include any documents related to the incident giving rise to disciplinary review. The Service-Safety Director may make any additional investigation either might deem necessary. The Service-Safety Director shall schedule a Step 2 meeting within ten (10) working days after having received the Step 2 appeal. The Service-Safety Director shall issue a response to the employee within ten (10) working days after the Step 2 grievance meeting.

If the grievance is not settled at Step 2, it may be submitted to arbitration pursuant to the Arbitration Procedure described at Article 41 of this Agreement.

40.06 Oral and written disciplinary reprimands may be grieved and appealed to the Safety Director or his/her designee, but shall not be arbitrable.

## **ARTICLE 41                      ARBITRATION PROCEDURE**

41.01 If a grievance is not resolved at Step 2 of the Grievance Procedure; and unless the parties by mutual agreement waive the time limits for processing grievances described at Article 40 of this Agreement, then within ten (10) working days after the Step 2 decision, the Union may submit the grievance to arbitration.

41.02 Upon submission of a grievance to arbitration under 41.01 the party requesting arbitration shall request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties shall attempt to agree on a submission outlining the specific issues to be determined by the arbitrator prior to the hearing date. Upon receipt of the list of seven (7) arbitrators, the parties shall meet in person or by phone to select an arbitrator within ten (10)

working days from the date the list was received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by FMCS. The party requesting the arbitration shall be first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one (1) name remains. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of names provided by FMCS and request another list once. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS.

41.03 The arbitrator shall have no power or authority to add to, subtract from, or in any other manner alter the specific terms of this Agreement; nor to make any award requiring the commission of any act prohibited by law; nor to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

41.04 The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days, except by the mutual written agreement of the parties. This provision does permit the arbitrator to consider at the same hearing companion grievances that share the same issue.

41.05 The hearing(s) shall be conducted pursuant to the *Rules of Voluntary Arbitration* of the American Arbitration Association, in the edition current at the time of the hearing.

41.06 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. Split awards shall result in the costs being split equally. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party; except that the parties may choose to share the costs associated with recording and producing a transcript of the proceedings, either electronically or by means of employing a court reporter.

The expenses of any non-employee witnesses shall be borne, if at all, by the party calling them. Any bargaining unit member who is called as a witness shall not lose pay or any benefits to the extent that such hearing hours are during his/her normally scheduled working hours on the day of the hearing.

41.07 The arbitrator's decision and award shall be in writing and delivered within thirty (30) calendar days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

## **ARTICLE 42            DELAYED RETIREMENT OPTION PROGRAM**

42.01 The parties agree that Ohio Police and Fire Pension Fund Deferred Retirement Option Plan (hereinafter "DROP"), established pursuant to §§742.42, 742.44, 742.441, 742.443, 742.444, 742.445, 742.446, and 742.447 of the Ohio Revised Code, shall be available to any employee who wishes to participate, and shall be governed by the Rules established by the Pension Fund. There shall be no changes in the terms and conditions of employment for officers who elect to participate in DROP.

## **ARTICLE 43            TRAINING**

43.01 The Employer and the Union shall make a concerted effort to improve Police Department



in-service training.

43.02 The Employer and the Union recognize three (3) tiers of in-service training:

- a. Voluntary optional training that which an employee obtains outside of his/her work hours, not on Employer time or at Employer expense, from providers and at sites apart from the Police Department.
- b. Mandatory in-service training that which the Employer or the State of Ohio requires to maintain certification as a peace officer, or to enhance an Officer's skills, or to train Officers in new skills.
- c. Job-specific in-service training that which the Employer offers to employees to acquire specialized job-or assignment-specific skills, which are required of employees when assigned to specialized operations or tasks, and which involve instruction beyond that offered to all employees in mandatory in-service training.

43.03 The Employer agrees to offer mandatory in-service training and job specific in-service training on Employer time and at Employer expense. Any employee may request voluntary optional training opportunities, In the Chief's sole discretion, the requesting employee might be granted permission to attend voluntary-optional in-service training while on duty; and the Officer's fees, mileage, and expenses, or a portion of them, may be paid by the Employer, if the Chief decides that it is in the Employer's interest to do so.

43.04 The Employer and the Union agree that, if an employee has obtained specialized job-specific in-service training; or if an employee has such specialized job specific training when he/she is hired by the Employer, the Employer has no obligation to maintain the employee's certification, or to offer training in order for the employee to receive specialized training, unless the employee is, at the time he/she requests such training, assigned to a specialized Unit or assignment which requires such job specific training, notwithstanding the general prohibition in this Section, if the Chief believes that it is in the Employer's interest to do so.

43.05 The Employer agrees to designate a specifically trained sworn Officer as Training Coordinator.

## **ARTICLE 44 RESIDENCY REQUIREMENT**

44.01 Within six (6) months after date of hire, every employee of the Police Department is required to establish physical residence in Hancock County or in any county contiguous to it. Every employee of the Police Department must maintain physical residence in Hancock County or any county contiguous to it throughout the term of his/her employment with the Police Department.

44.02 The Chief and the Service-Safety Director shall determine whether to grant any exception to the residency requirement, or extension of time to comply with it, upon written request of the employee seeking the exception or extension.

44.03 For purposes of this Article, "physical residence" shall be defined as the place where the

employee actually lives and sleeps, and the place considered to be the employee's usual home or domicile. The term, "physical residence", does not mean only a mailing address or telephone forwarding or answering site.

44.04 Every employee of the Police Department must have a form of telephone service.

44.05 Every employee of the Police Department is required to inform the Chief and the City Auditor whenever the employee changes his/her residence address or telephone number.

#### **ARTICLE 45 CONFORMITY TO LAW**

45.01 This Agreement shall be subject to and subordinated to any present and future federal and applicable state laws; and the invalidity of any provisions of this Agreement by reason of any such existing future law shall not affect the validity of the surviving provisions.

45.02 If the enactment of legislation or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision had not been included in this Agreement.

#### **ARTICLE 46 APPENDICES AND AMENDMENTS**

46.01 All appendices and amendments to this Agreement shall be reduced to writing, dated, and signed by the parties to this Agreement; and shall be subject to the provisions of this Agreement, unless the amendment(s) specifically supersedes existing terms of this Agreement.

#### **ARTICLE 47 TOTAL AGREEMENT**

47.01 This Agreement represents the entire agreement between the Employer and the Union; and unless specifically and expressly modified by the provisions of this Agreement, all rules, regulations, benefits and practices of the Employer, which were previously and are currently in effect, may be modified or discontinued at the sole discretion of the Employer; provided that the Employer gives the Union fourteen (14) calendar days' advance notice, except in emergency situations.

#### **ARTICLE 48 DUTY WEAPON**

48.01 Any employee who retires after twenty-five (25) years of law enforcement experience shall be entitled to purchase their duty weapon for the sum of one dollar (\$1.00). All purchases must comply with State and Federal Laws.

**ARTICLE 49**

**DURATION**

49.01 This Agreement shall become effective January 1, 2022, with the exception of any Sections of this Agreement which have a specific time span; and shall continue in full force and effect, along with any amendments made and annexed hereto, until 12 o'clock midnight, December 31, 2024.

49.02 Any pay or accrual related items within this Agreement starts with the first full pay period in January of each year.

**ARTICLE 50**

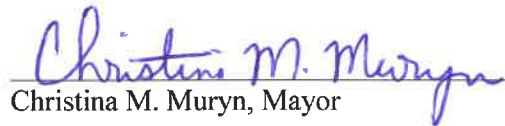
**EXECUTION**

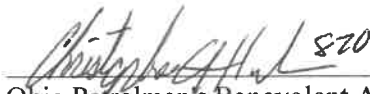
49.01 IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this 7<sup>th</sup> day of December, 2021.

FOR THE UNION:

FOR THE EMPLOYER:


  
Ohio Patrolmen's Benevolent Association

  
Christina M. Muryin, Mayor

  
Ohio Patrolmen's Benevolent Association

  
Rob Martin  
Service Safety Director

  
Ohio Patrolmen's Benevolent Association

  
Donald J. Rasmussen, Law Director  
Approved as to Form