

AGREEMENT

BY AND BETWEEN

OHIO PARTOLMEN'S BENEVOLENT ASSOCIATION

AND

THE CITY OF NELSONVILLE, OHIO –  
POLICE DEPARTMENT

EFFECTIVE: JANUARY 1, **2021** *through* DECEMBER 31, **2023**

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## ARTICLE 1 – AGREEMENT

Section 1. This Agreement is between the City of Nelsonville, Ohio, hereinafter referred to as the “City”, and the Ohio Patrolmen’s Benevolent Association hereinafter referred to as the “Union”.

Section 2. Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law by a tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In addition, within fourteen (14) calendar days of any invalidation, good faith negotiations will begin between the parties in an attempt to modify such provision to comply with the applicable law.

Section 3. The terms of this Agreement shall be binding for the Agreement period and may not be amended or altered by City Ordinance or Resolution. The express provisions of this Agreement shall be reduced to writing, dated and signed by the City Manager or his/her agent on behalf of the City, and on behalf of the Union, by the local union director and by a representative of the Ohio Patrolmen’s Benevolent Association or his/her agent.

## ARTICLE 2 – PURPOSE

Section 1. It is the intent and purpose of the parties to use their best efforts to serve the City of Nelsonville and the public in general; and to achieve better understanding, communications, and cooperation between the City, the Union and its members in the bargaining unit; to assure the proper and uninterrupted provision for City services to the citizens and to promote orderly and harmonious employee relations, and an attitude of mutual respect and fair dealing among citizens of the City, the Union and the bargaining unit.

## ARTICLE 3 – RECOGNITION

Section 1. The City recognizes the Union as the sole and exclusive representative of all bargaining unit employees as to the matters concerning their wages, hours and terms and conditions of employment, and the Union as spokesman for all its members in the bargaining units. “Bargaining Unit” includes all classified employees of the City in the defined “Bargaining Unit” as follows:

- a) Unit defined. The bargaining unit shall consist of all employees assigned to the classifications listed below:

POLICE DEPARTMENT:

Senior Police ~~Patrolman~~ **Patrol Officer**  
Police ~~Patrolman~~ **Patrol Officer**  
Sergeant  
~~Part-time Patrolman~~

**The parties recognize that the OPBA is the exclusive bargaining representative for the bargaining unit of Sergeants and the bargaining unit of Part-Time Patrol Officers. Further, it is recognized such positions are vacant. Should either or both of those positions be restored and/or filled, the parties shall negotiate the wages, hours, and terms and conditions of employment for such positions in accordance with the statutory procedure for collective bargaining and impasse procedures, Chapter 4117 of the Ohio Revised Code.**

- b) Exclusions. All employees whose classification is not listed above shall be excluded from the bargaining unit. In addition, the following groups of employees are excluded from the bargaining unit:

~~1) New employees during the ninety (90) calendar days of their probationary period, and said new employees shall not be permitted dues deduction until after ninety (90) days.~~

1) Casual, temporary and seasonal employees.

~~2) Confidential, management and supervisory employees as defined by Ohio's Collective Bargaining Law.~~

#### ARTICLE 4 – DUES DEDUCTION

While this Agreement is in effect, the City will deduct once each month the regular monthly Union dues and assessments from the wages of employees who individually and voluntarily authorize and direct such deductions in writing. The authorization and direction shall be irrevocable for the remaining period of applicable collective bargaining agreement between the City and the Union, and shall be automatically renewed and irrevocable for successive applicable collective bargaining agreements between the City and the Union, unless written notice to revoke such authorization is given by the employee to the City and to the Union not more than thirty (30) days, nor less than ten (10) days prior to the expiration of any such collective bargaining agreement. The City agrees that such deductions of membership dues is exclusive to the bargaining Union and

no deductions shall be authorized for any other organization, unless agreed to during negotiations of this or any future bargaining agreement.

~~In accordance with section 4117.09 of Ohio's Collective Bargaining Law for public employees, each employee covered herein who is not a member of the union who has been employed for at least ninety (90) days shall, as a condition of employment, pay to the Union a fair share fee equal in amount to the regular dues, fees and assessments that a member is charged. Agency service fees shall be deducted by the Employer monthly from the paycheck of each employee who is required to pay such fees.~~

~~Part-time employees shall be included in the bargaining unit with the understanding that they are entitled to no benefits except what the Ohio Revised Code provides in sick leave. Part-time employees shall be entitled to all pay increases, overtime and time and one-half for holidays worked.~~

~~**Part-Time Officers shall not be entitled to the following contractual benefits: health (including prescription drug), vision, dental, and life insurance; longevity pay; vacation; holidays with the exception that they are paid time and one-half for work on a holiday; personal days, and sick leave with the exception that they are entitled to any and all sick leave benefits provided by the Ohio Revised Code.**~~

The Union shall hold the City harmless from liability arising out of any action taken by it or omitted by it in compliance with or in an attempt to comply with the provisions of this section. Such dues and assessments shall be transmitted by the City to the Ohio Patrolmen's Benevolent Association within the first calendar week after such deductions are made.

## ARTICLE 5 – REPRESENTATION

Section 1. The City agrees to allow not more than one bargaining unit representative from each classification of employees and not more than two professional staff of the Union to serve on the Union's Bargaining Committee for time spent in preparatory meetings and in actual negotiations with the City to renegotiate any agreement. As a courtesy and to facilitate the adjustment of work schedules, the Union representative will personally notify immediate supervisors and department heads of the date and times of such meetings, immediately upon the parties reaching mutual agreement as to the date and time of any such meeting.

Section 2. The City Manager and/or his designated representative and/or the Union will meet as often as necessary upon request of a party at mutually stated times and places with representatives of the professional staff of the Union and not more than four (4) bargaining unit representatives. The purpose of such meetings shall be to:

- a. Discuss the administration of this agreement.

- b. Discuss grievances which have not been processed beyond the pre-arbitration steps of the grievance procedure when such discussions are mutually agreed to by the parties.
- c. Notify the Union Local President of changes contemplated by the City which may affect members of the Union; jointly discuss the need for upgrading the current employees in term of providing and/or identifying training and educational opportunities to meet the future needs and programs of the City and thereby reduce the likelihood of changing skill requirements not being met by current personnel.
- d. Disseminate general information of interest to the parties.
- e. Give Union Representatives the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members, including alleged inequities in the treatment of employees in the bargaining unit.

Section 3. Negotiations with City officials for the purpose of entering into a labor contract, safety committee meetings, labor management meetings and grievance hearings are recognized as a proper part of the City's business and shall normally take place during duty hours.

Bargaining Unit employees representing either the City or the Union in these joint activities shall be given sufficient time during duty hours, without loss of pay or other benefits to perform these functions; however, such privilege will not be abused by the Union Representatives, nor will permission be withheld by the City.

Section 4. The City agrees to notify the Local Union Director in writing of all matters having an effect upon the employee relations and/or working conditions of the employees in the bargaining unit and to bargain with the Union as required by Ohio's Collective Bargaining Law.

Section 5. Meetings of the committees of the Union will be permitted on City property, when and where work is not interrupted by such meeting, and when such meetings are not held during the regularly scheduled duty hours of the participants on the day in question.

Section 6. Subject to the approval of the City Manager considering staffing and manning requirements, duly elected Union delegates or alternates to the biennial conventions or annual President's conferences of the Union, who are in the bargaining unit, shall be granted time off without pay for the purpose of participating in such conventions. The Union shall give the City at least one (1) calendar month's written notice of the members who will be attending such function. Subject to the approval of the City Manager considering staffing and manning requirements, in addition, any bargaining unit member who might be elected to the state Executive Board of the Union shall receive time off to

be charged to vacation leave, administration leave, or personal day, with a fourteen (14) day prior notice. The City Manager's approval to take leave as set forth in this section shall not be unreasonably denied.

**Section 7. An OPBA steward will be permitted without loss of pay during his/her regular work hours to be present at grievance or disciplinary hearings, and to investigate and process grievances provided such activity does not interfere with the performance of said employee's regular duties. The City work duties shall at all times be the primary concern of said employee. In no event shall an OPBA steward receive overtime or call-in payment to conduct grievances or OPBA business. Permission to investigate and/or process a grievance or attend a disciplinary hearing shall not be unreasonably denied. The City's equipment may be reasonably used to investigate and process grievances.**

#### ARTICLE 6 – NON DISCRIMINATION

Section 1. No person or persons or agencies responsible to the City, nor the Union and its officers, shall discriminate for or against any employee on the basis of race, creed, color, national origin, sex, marital status, age, political affiliations, handicap, membership in the Union, or for the purpose of evading the spirit of this agreement.

Section 2. All references to employees in the Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

#### ARTICLE 7 – MANAGEMENT RIGHTS

Section 1. Except to the extent expressly modified by specific articles and sections of this Agreement, the Employer reserves and retains solely and exclusively, all of its rights of authority conferred by the Ohio and United States Constitutions; the Ohio Revised Code; and the Nelsonville City Charter; to establish, change or abolish policies, practices or procedures for the provision of service to the Citizens of Nelsonville, Ohio consistent with the provisions of this agreement. Such Management's rights shall include the right:

- a. To determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy, such as the function and programs of the City of Nelsonville, standards of services, its overall budget, utilization of technology, and/or organizational structure;
- b. To direct, supervise, evaluate, and/or hire employees;

- c. To maintain and improve the efficiency and/or effectiveness of governmental operations;
- d. To determine the methods, process, means, and/or personnel by which governmental operations are to be conducted;
- e. To suspend, discipline, demote, or discharge for just cause, or to lay off, transfer, assign, schedule, promote, or retain employees;
- f. To determine the adequacy of the work force;
- g. To determine the overall mission of the City of Nelsonville as a government;
- h. To effectively manage the work force;
- i. To take actions to carry out the mission of the City of Nelsonville as a governmental unit.
- j. To establish training programs and upgrade requirements for employees within the City of Nelsonville and to contract out services as may be deemed appropriate, after meeting in a labor management meeting.

#### ARTICLE 8 – NO STRIKE-NO LOCKOUT

Section 1. In as much as this Agreement provides a procedure for the orderly resolution of grievances, including a resolution by an impartial third party, the City and the Union recognizes their mutual responsibility to provide uninterrupted services to the City of Nelsonville.

Therefore:

- a) The Union agrees that neither it, its officers, agents, representatives or members will authorize, cause, aid, condone, or participate in any strike or work stoppage, by its members or other employees of the City for the duration of this Agreement. When the City notifies the Ohio Patrolmen’s Benevolent Association by certified mail or telephone call that any of its members is engaged in any such activity in Section (A), the Union shall immediately order such members to return to work.
- b) The City agrees that neither it, its officers, agents or representatives, individually or collectively will authorize, instigate, cause, aid or condone any lockout of the members of the Union.

## ARTICLE 9 – HOURS, OVERTIME AND SHIFT DIFFERENTIAL

Section 1. Employees performing work which is substantially the same as work being performed by members of the Bargaining Unit shall become members of the Bargaining Unit and shall be appointed as full time regular, part time regular, full time temporary or part time temporary only.

Full time employees shall normally be scheduled ~~eighty (80) hours per pay period~~ forty (40) hours per week, part time employees shall be scheduled for less than forty (40) hours per week. The City Manager will notify the Local Director in writing of each such employee appointed.

A temporary employee is one whose appointment is for six (6) months or less. Temporary appointments will not be made to replace permanent employees except during a reasonable transition period to advertise and fill vacant positions. The City may extend the period up to three months if a date has been set for a test within that period of time. If no test date is set, the City must fill the vacancy with a provisional appointment. It is understood that such provisional appointees are in the bargaining unit. The City agrees to notify the Local President in writing of any such temporary appointments and their effective date.

Section 2. ~~The normal work week for full time employees covered by this Agreement, shall be forty (40) hours in pay status in five (5) days of eight (8) hours, or four (4) days of ten (10) hours.~~ The “week” for purposes of this agreement begins at 12:01 A.M. Sunday and ends at 12:00 midnight Saturday.

Provided that this section shall not constitute or be construed as a guarantee of hours of work per day or per week, and the City reserves the right as operational needs and conditions require to establish and/or change work hours and work schedules.

Section 3. The City may, due to operational requirements, change the shift or work schedule of employees. A minimum of fifteen (15) days written notice will be provided to an employee affected by a change in shift or schedule, unless the change is temporary for purposes of vacation or other short term absence, in which case, a minimum of three days written notice will be provided.

Section 4. If it becomes necessary to reduce the work week, during the term of this Agreement, the City will meet with the Union and bargain over the matter to the extent required by Ohio’s collective bargaining law. The City agrees to permit the Union to present its position relative to the plan prior to implementation. No bargaining unit employee will have his/her work week reduced with less than thirty (30) days written notice.

Section 5. Those employees whose normal work week is five eight hour days shall be paid at the rate of time and one-half the employee’s regular rate of pay for all hours worked above forty (40) hours in any work week or eight hours in any work day. Those

employees whose normal work week is four ten hour days shall be paid at the rate of time and one-half the employee's regular rate of pay for all hours worked above forty (40) hours in any work week or ten hours in any work day. The changes to this section from the prior contract shall become effective upon execution. **Additionally, flex time is allowed within a pay period as long as the City and officer mutually agree. The City cannot force an officer to flex time.**

Section 6. Any employee requested to work additional hours other than overtime hours assigned at the completion of a regular shift or within two (2) hours before the start of a regular shift, shall be paid at least three (3) hours pay at time and one-half of his regular rate of pay, provided that he remain on duty for the full three (3) hours at his/her duty station, or until released by the supervisor in charge. The City shall maintain a list of work to be done when the called-in work is completed in less than three (3) hours. There shall be no pyramiding of overtime for the same hours called out. Employees will not be called out within twenty-four hours of such employee calling in sick, unless the overtime roster is exhausted, and an emergency condition exists. Overtime hours assigned at the completion of a regular shift or within two (2) hours before the start of a regular shift shall be paid time and one-half for time worked and there shall be no guarantee of three (3) hours pay.

~~Section 7. Any employee who shows up for work at his/her scheduled starting time or any regularly scheduled or for previously scheduled overtime shall receive a minimum of three hours pay for each incident, at the applicable rate, where the City cannot provide work for the employee, provided that he/she remain on duty for the full three (3) hours at his/her duty station, or until released by the supervisor in charge. The City shall maintain a list of work to be done for this three (3) hour period.~~

Section 8. In the event an employee is required to be absent from work as a result of death of the Father, Mother, Sister, Brother, Son, Daughter, Spouse, Grandparent, Father-in-law, Mother-in-law, Grandchild, step-child, step-mother, step-father, or spouse's step parent the employee shall be paid for three (3) days absence from work for the day immediately before the funeral, the day of the funeral and the day immediately following the funeral, provided these fall on what would otherwise be the employee's regular working day, an amount equal to the hours worked in a normal working day multiplied by the employee's average hourly rate, provided that they employee attends the funeral. In case of the death of the employee's brother-in-law or sister-in-law, aunt or uncle, or spouse's grandparent, the employee shall be paid for one day of absence from work on the day of the funeral, subject to the provision of this section. These days of absence will not be deducted from employee's sick days or vacation days.

Section 9. Within sixty (60) days after their employment each new employee will receive from the City, a letter advising them of their status under Section 1 of this Article, and their classification title.

Section 10. Employees who are assigned to work on the second shift shall receive a shift differential of twenty-five cents (\$.25) per hour in addition to their base rate of pay and

employees who are assigned to work on the third shift, shall, in addition to their base rate of pay, receive a shift differential of thirty-five cents (\$.35) per hour of work. ~~If twelve-hour shifts are assigned, no shift differential for day shift 0700-1900 will be paid and second shift 1900-0700 will receive a shift differential of thirty-five cents (\$.35) per hour of work.~~

**Note: Employer proposals for Sections 1 and 10 are referred to MOU included herein.**

Section 11. Compensatory time offered in lieu of overtime pay shall be granted at the option of the employee. It shall be granted at the rate of overtime pay, i.e., time and one-half (1 ½). Compensatory time may not be accumulated in excess of forty (40) ~~eighty~~ **(80)** hours but employees shall be permitted to re-accumulate compensatory time throughout the year as it is used. Compensatory time shall be taken subject to the approval of the Chief of Police, or his designee, in a minimum of four (4) hour blocks. Requests for the use of compensatory time must be submitted to the Chief of Police, or his designee, at least three (3) days prior to its intended use, or this request may be waived by the Chief, or his designee. The use of compensatory time may be denied if it incurs overtime. ~~however, each employee shall be permitted to use up to sixteen (16) hours of compensatory time per calendar year regardless of the occurrence of overtime.~~ Compensatory time shall ~~not~~, **may, at the option of the employee,** be carried over into the following year ~~and or~~ any remaining balance as of December 31 ~~of each year shall~~ **may** be “cashed-out” to a zero balance and the time paid to the employee in the pay period encompassing December 31. **Hours not cashed out shall be carried over into the next year. In addition to such annual cash-out option, employees shall be permitted to cash-out up to forty (40) hours of their compensatory time bank one other time of the year at the employee’s election.** At the time of separation from service, for whatever reason, the employee will be paid for any unused compensatory time at the applicable rate.

#### ARTICLE 10 – ROTATION OF OVERTIME OPPORTUNITIES

Section 1. The City will rotate overtime opportunities among qualified shift employees who normally perform the work that is being assigned for overtime. The City Department of Heads agree to post and maintain overtime rosters which shall be made available to the steward upon request. Said rosters shall be posted on appropriate bulletin boards in the facility and will include a list of overtime hours worked and refused, with overtime hours offered to the employees within the department or unit who, on the roster have the fewest aggregate hours worked and refused among those qualified to perform the work being assigned.

The following rules shall apply to overtime opportunity equalization:

- a) The equalization **group shall include all classifications represented in this collective bargaining agreement;**
- b) The Chief of Police or his delegates shall be responsible for telephoning the employees based on the board computations of overtime credits.
- c) An employee who is offered but refuses overtime assignments shall be credited on the roster with the amount of overtime refused.
- d) Overtime hours worked after the end of a shift for completion of an ongoing assignment shall not be recorded on the roster nor included in overtime opportunity equalization calculations.
- e) Where there is an immediate unanticipated need for overtime to be worked at the end of a shift and because of this immediate need the City cannot wait for an off-shift employee to be called to work it, the City may assign the overtime to employees working on that shift who have the lowest opportunities totals, but such a temporary imbalance caused, shall not be grievable.
- f) When an employee's name comes up on the roster while the employee is on vacation, sick leave, or other absence from work, he/she shall not be charged on the roster for the hours he/she could have worked had he/she been available.
- g) Where there are errors in the distribution of overtime opportunities, as determined by agreement between the steward and the department head, the City shall pay any member whose rights were violated the number of lost hours at the overtime rate.
- h) Any position in a work schedule **for all classifications represented in this collective bargaining agreement filled due to any employee's absence will be filled in accordance with this section and from any classification represented in this collective bargaining agreement.**

The City determines when a temporary vacancy in a bargaining unit job will be declared. When a temporary vacancy is declared, it will be filled by bargaining unit employees if available.

- i) Any refusals of overtime opportunities, to be credited on the roster, must be by direct communications between the employee to be so charged and by the City Manager or his designee in charge with the responsibility for making such an offer.
- j) When any part time employee has worked thirty-two (32) hours in a work week his/her name shall be placed on the bottom of the overtime roster and treated as the full-time employee in rotation.

- k) Part time employees called in to work a non-scheduled shift shall have the hours worked credited to that employee on the overtime roster.

## ARTICLE 11 – GRIEVANCE PROCEDURE

Section 1. The word “Grievance” as used in this agreement refers to an alleged failure of the City to comply with the provisions of the Agreement where the grievance involves an issue concerning transfer, reduction or removal, or any other issue wherein the employee may utilize the Civil Service Law, the employee may not file a grievance and an appeal pursuant to the Civil Service Law. The filing of a grievance is deemed an election to pursue the matter under the labor agreement and therefore, the employee may not pursue the matter through the Civil Service Commission.

Section 2. In the event of any employee or group of employees covered by this Agreement shall have any grievance and cannot resolve the same with his supervisor, he shall then report such grievance to his union director, who may take up such grievance verbally with the employee’s Chief of Police. In the event a satisfactory solution cannot be obtained in this manner, and the local Union after due investigation, decides that the grievance should be taken to higher authority in the City, it shall do so in writing, stating the Article and Rule of this Agreement which is violated. All grievances must be filed with the City by the Union within thirty (30) business days (excluding Saturdays, Sundays and Holidays) after the alleged violation. Such matters shall be referred to higher officials of the City in the following order:

1. Immediate Supervisor. A decision shall be rendered to the grievant’s representative within a ten day working period. The representative shall have a ten day working period from this decision to appeal to the City Manager.
2. City Manager. The City Manager shall schedule a grievance meeting to discuss the grievance during the regularly scheduled working hours of the employee or his/her Union representative, the employee and his/her representative may attend the meeting without loss of pay; otherwise, no compensation should be made to the employee and his/her representative. No employee shall be paid overtime to attend a grievance meeting or discussion. A member of the Union may chose to have his Union President or steward represent him beginning with Step One.

The City Representatives to whom such grievance has been presented shall not discuss the matter until either he or the member has personally (verbally or in writing) notified an appropriate union director and given such steward an opportunity to be present in the discussion. (This notification requirement shall not apply however, to informal, verbal attempts to resolve a grievance prior to Step One). The City Manager shall give the answer in writing within fifteen (15) business days (excluding Saturdays, Sundays and Holidays) after the meeting.

The City and the Union shall develop jointly a grievance form, a copy of which is attached to this Agreement. Such form will be supplied by the Union.

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

Section 3. All grievances at each formal Step shall be answered in writing, either hand delivered or by certified mail, to the Union Representative. If the representative does not process his grievance within the time limits at any step, the grievance shall be considered settled by the last answer in writing of the City. However, settlements resulting from the Union's failure to further process a grievance shall not establish any precedents for future grievances.

If the City fails to answer any grievance within the agreed time at any step in the grievance procedure, the grievance shall be considered settled in compliance with the grievant's last request. However, settlements resulting from the City's failure to further process a grievance shall not establish any precedents for future grievances.

If the response of the City Manager is unsatisfactory, both parties may agree to appeal the grievance within thirty (30) calendar days to Step 4-Arbitration as stipulated herein.

## ARTICLE 12 – ARBITRATION

Section 1. The Union may appeal the second step answer of the City Manager to arbitration by delivering to the City Manager a notice of appeal no later than ten working days after the Union has received the City Manager's written second step answer.

Section 2. Upon receipt of a request for arbitration the Employer or his designee and the representative of the Union shall within ten working days following the request for arbitration jointly agree to request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of the list of seven arbitrators, the parties shall select an arbitrator from the list received. The parties shall use the alternate strike method from the list of seven arbitrators submitted to the parties by the Federation Mediation and Conciliation Service. The party requesting the arbitration shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one name remains on the list. 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 the Federal Mediation and Conciliation Service and request another list. All procedure relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service (FMCS), except the arbitrator shall be required to render a decision within (30) days from the close of the hearing.

Section 3. The arbitrator shall conduct a fair and impartial hearing on the grievance, hearing and recording testimony from both parties.

The arbitrator's sole function shall be to interpret this Agreement and to determine whether the Employer or the Union is failing to abide by its provision. The arbitrator shall not have any authority to change, amend, modify or otherwise alter this Agreement or any part thereof in any respect.

It is expressly understood that the ruling and decision of the arbitrator, within his functions as described herein, shall be final and binding upon the parties. The award, if in favor of the grievant, will be immediately implemented by the City.

Section 4. The costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and the rent, if any from the hearing room shall be borne equally by the parties. The expenses of any witness shall be borne, if at all, by the party calling them. The fee of the court reporter shall be paid by the party asking for one. Such fees shall be split equally if both parties desire or request a copy of any transcript.

Section 5. The arbitrator shall render in writing his findings and award as quickly as possible after the hearing, and shall forward such findings, awards, and all supporting data to the office of the City Manager and Union within no more than thirty (30) consecutive days after the close of the hearing. Arbitration procedures shall take place in the City of Nelsonville, or any other site mutually acceptable to the parties.

## ARTICLE 13 – HOLIDAYS

Section 1. All City employees will observe the following holidays:

First Day of January – New Year's Day  
Third Monday in January – Martin Luther King Day  
Third Monday in February – Presidents' Day  
Good Friday  
Last Monday in May – Memorial Day  
Fourth of July – Independence Day  
First Monday in September – Labor Day  
~~Second Monday in October – Columbus Day~~  
**First Tuesday following first Monday in November – Election Day**  
Eleventh Day of November – Veteran's Day  
Fourth Thursday in November – Thanksgiving  
Fourth Friday in November – Day after Thanksgiving  
The 25<sup>th</sup> of December – Christmas

Section 2. Employees must have thirty (30) days service to be eligible for holiday pay.

A holiday listed in Section 1 falling on a Saturday will be observed on the preceding Friday, and a holiday falling on Sunday will be observed on the following Monday.

Full time employees with work schedules other than Monday through Friday are entitled to pay for any holiday which is observed on their day off.

Full time employees, regardless of their work schedule, are automatically entitled to eight (8) hours of holiday pay whether they work on the holiday or not. Part time employees are entitled to overtime pay for that portion of any holiday for which they work.

Compensation for working on a holiday will be in addition to the automatic eight (8) hours of holiday pay.

All work performed on a holiday shall be paid at the rate of time and one-half plus the regular rate of pay for the scheduled work day. Employees who work in departments that are scheduled seven (7) days a week shall observe the holiday on the actual day on which the holiday occurs.

Section 3. If a holiday occurs during a period of ~~paid sick or vacation leave~~ **paid time off that is not sick leave**, the employee will draw normal pay and will not be charged for ~~sick leave or vacation~~ **the particular paid time off that is taken**. ~~On the payroll journal, holiday hours are deducted from sick or vacation leave hours before the entry is made on the payroll.~~

~~An employee who is absent without a vacation leave~~ **uses sick leave** on a work day immediately preceding and following a holiday may be denied the holiday unless the absence is subsequently excused by the City Manager. ~~An employee who is absent without on sick leave on a work day immediately preceding and following a holiday~~ **uses sick leave on a holiday** may be denied the holiday **and charged sick leave** unless the absence is subsequently excused by the City Manager, ~~in which case he will draw normal pay and not be charged sick leave~~. Employees whose work schedule prohibit them from observing the holidays may at their option designate such a day to be used any time during the one-hundred eighty (180) days following the holiday. Such employees whose normal work day is eight hours per day, may choose to receive eight hour of compensatory time off work or eight hour of straight time pay for that holiday. Such employees whose normal work day is ten hours per day, may choose to receive ten hours of compensatory time off work or ten hours of straight time pay for the holiday.

Section 4. Each full time employee shall be entitled to two (2) ~~four (4)~~ personal days per year. Personal leave days may be taken for any reason. For purposes of this section the work “year” refers to an anniversary year and not calendar year. Each employee shall be required to notify the immediate supervisor in writing, at least twenty-four (24) hours in advance of the date on which the employee plans to take his/her personal day. The time requested may be granted with less notice at the discretion of the City Manager.

Employees shall have the option to earn two (2) additional personal days per year by scoring at the fortieth (40<sup>th</sup>) percentile grade or better on four (4) of five (5) event exercises as judged by the Cooper standards for each event, giving due consideration to age and gender. Events shall include push-ups, sit-ups, 1.5 mile run, 300-meter run, and bench press. Participation is entirely optional on the part of the employee. There shall be no discipline or punishment to any employee for not participating in the program and/or failing to pass the program. Overtime pay shall not be paid for exercising or testing. Upon successful completion of the program, employees shall be credited with two (2) additional personal days that shall be credited to the employee immediately. These days shall be used within one calendar year of earning the days and otherwise be taken in conformity with paragraph one (1) of this section.

A copy of the program is attached hereto as Addendum A.

#### ARTICLE 14 – VACATION

Section 1. All full time employees of the City shall receive vacation time as follows:

After one year of service:	80 hours annually
After eight years of service:	120 hours annually
After fifteen years of service:	160 hours annually
After twenty years of service:	200 hours annually
After twenty-five years of service:	240 hours annually

~~It is the express policy of the City that all vacation time so earned be taken by each employee, except one week of each year entitlement may be worked and paid.~~

**Irrespective of Section 2, employees shall be required to use at least forty (40) hours of vacation leave each calendar year. Such hours may be used either consecutively or non-consecutively. Upon using forty (40) hours of vacation time, employees may have the option to cash-out up to forty (40) hours of vacation time, which shall be paid at the time of the next pay.**

Section 2. An employee may accumulate up to three (3) years of his vacation entitlement but must then take the vacation time so not to lose it.

Section 3. Vacation time off and vacation pay is earned in the year preceding. Therefore, an employee shall qualify immediately after each anniversary date for the vacation time corresponding to his/her years of service and may be taken at anytime during their next anniversary year. Any employee leaving the employment of the City for any reasons shall receive pay for accrued but unused, pro-rated vacation time.

Section 4. If any employee transfers to another Department within the City Administration, any unused vacation days which may have been accumulated shall continue to be available for his use. In the case of death, resignation or layoff of an employee, there shall be paid to the employee, or to his widow or beneficiary as provided

by statute, in addition to back pay then due, the vacation pay accrued but unused in accordance with this Article.

Section 5. Vacation time will be scheduled with the approval of the Chief of Police or his designee. Each employee shall be required to notify the Chief of Police or his designee at least fourteen (14) days in advance of the date on which the employee plans to take a vacation of five (5) days or more, or three (3) days in advance of when the employee plans to take a vacation of less than five (5) days.

The time requested may be granted with less notice at the discretion of the Chief of Police or his designee.

Section 6. An employee, upon request, shall receive his vacation pay on the payday prior to his/her taking vacation time off by requesting to the department head seven (7) calendar days prior to the pay day.

Section 7. With the employee's consent, the City shall have the right to purchase part or all of an employee's accrued but unused vacation on its books as of December 31<sup>st</sup> of each year. The City shall exercise this right by giving the employee notice of said election by January 15<sup>th</sup> of each year.

## ARTICLE 15 – SICK LEAVE

Section 1. Each employee shall be entitled, for each completed eighty hours of service to sick leave of four and six-tenths hours with pay. Part time employees will accrue sick leave on the same basis as full time employees. Employees may use sick leave upon approval of the Chief of Police for absence due to personal illness, pregnancy, injury or exposure to contagious disease which could be communicated to other employees or illness in the employee's immediate family. Unused sick leave shall be cumulative without limit. When sick leave is used it shall be deducted from the employee's credit on the basis of one hour for every one hour of absence from previously scheduled work. An employee who transfers from one department to another shall be credited with the unused balance of his accumulated sick leave.

The City shall require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave after the employee has been on sick leave for three (3) calendar days. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

### Section 2. FAMILY MEDICAL LEAVE

A. In accordance with the Family Medical Leave Act of 1993 (FMLA), the City will grant job protected family and medically leave to eligible employees for up to 12 weeks per 12-month period for any one, or more of the following reasons:

1. The birth of a child and order to care for such child or the placement of a child with the employee for adoption or foster care (leave for this reason must be taken within the 12-month period following the child's birth or placement with the employee); or;
  2. In order to care for an immediate family member (spouse, child, or parent) of the employee if such immediate family member has a serious health condition; or;
  3. The employee's own serious health condition that makes the employee unable to perform the functions of his/her position.
- B. To be eligible for family or medical leave an employee must have worked for the City for at least 12 months and must have worked at least 1250 hours over the previous 12-month period.
- C. An employee may request intermittent leave to care for an immediate family member with a serious health condition, or because of a serious health condition of the employee when medically necessary; or to care for a child during the 12 months following birth or placement by adoption or foster care.
- D. An employee will not be required to substitute accrued sick leave for any part of a family or medical leave, and may elect to use accrued vacation after exhausting sick leave. When an employee has used accrued sick and/or vacation time for a portion of a leave, the employee may request an additional period of unpaid leave to be granted so that the total of paid and unpaid leave equals 12 weeks.
- E. The employee must complete and forward to the Chief of Police the Request for Family or Medical Leave form not less than thirty (30) days in advance, when the leave is foreseeable. The employee must submit a completed Physician/Provider form to the Chief of Police within 15 days after requested, or as soon as is reasonable possible. Upon receipt of the completed forms, the leave will be considered by the Chief of Police who will approve or deny the leave as soon as reasonably possible. In unexpected or unforeseeable situations, an employee must provide as much notice as is practicable, usually verbal notice within one or two business days of when the need for leave becomes known, followed by a completed Request for Family or Medical Leave form and Physician/Provider Certification. If an employee fails to give 30 days notice for a foreseeable leave with no reasonable excuse for the delay, the leave will be denied until 30 days after the employee receives notice.
- F. The City reserves the right to obtain a second or third medical opinion, at its own expense, periodic reports on the employee's status and intent to return to work, and fitness-for-duty reports.

- G. All documentation related to the employee's or family member's medical condition will be held in strict confidence and maintained by the Chief of Police.
- H. An employee granted a leave under this section will continue to be covered under the City's group health benefit plan and group term life insurance plan under the same conditions as coverage would have been provided if they had been continuously employed during the leave.
- I. If the employee fails to return from an unpaid family or medical leave, the employee's health plan benefits will terminate in accordance with the COBRA regulations and the group life insurance will terminate immediately in accordance with the provisions of the applicable group policy.
- J. An employee on an unpaid family or medical leave will not accrue seniority, vacation or sick leave.

For the purposes of this section, the following definitions apply:

1. 12-month period – means a rolling 12-month period measured backward from the date leave is taken and contiguous with each additional leave day taken.
2. Serious health condition – means an illness, injury, impairment, or a physical or mental condition that involves:
  - a. Inpatient care; or
  - b. Any period of incapacity requiring absence from work for more than three calendar days AND that involves continuing treatment by a health care provider; or
  - c. Continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or which, if left untreated, would likely result in a period of incapacity of more than three calendar days; or
  - d. Prenatal care by a health care provider.
3. Continuing treatment – means:
  - a. Two or more visits to a health care provider; or
  - b. Two or more treatments by a health care provider or referral form, or under the direction of, a health care provider; or
  - c. A single visit to a health care provider that results in a regimen of continuing treatment; or
  - d. In the case of a serious, long-term or chronic condition or disability that cannot be cured, being under the continuing supervision of, but not necessarily being actively treated by, a health care provider.

**Section 3. LEAVE WITHOUT PAY**

- A. Other employment will not be considered grounds for leave without pay. Any request for a leave of absence without pay shall state the reason for the leave of absence and the length of time off the employee desires.
- B. An employee who is unable to perform his/her normal duties due to a service connected disability may request a leave of absence without pay. Such request shall be submitted in writing to the City Manager and must be accompanied by medical evidence of disability.

In order for the leave to be approved, the employee shall be required to file a claim with the Bureau of Workers' Compensation. Such leave may be approved for up to ninety (90) calendar days, unless the Bureau issues a determination letter disallowing the claim. Extensions may be requested in the same manner as the original request and may be approved for periods up to ninety (90) days. However, no leave hereunder shall exceed a total of twelve (12) months. The City shall continue to pay full cost of medical insurance and seniority shall continue to accrue for the full term of the service connected leave of absence. Provided this benefit shall only be paid during the time an employee is actually on an approved leave of absence. If the employee is still unable to return to work after twelve (12) months and has not been declared to be permanently disabled by the Bureau of Workers' Compensation, he/she shall be permitted to continue to be on a leave of absence without pay, but shall no longer continue to receive paid medical insurance benefits.

City paid medical insurance benefits terminate in accordance with COBRA regulations, after a determination has been made by the Bureau of Workers' Compensations that the employee is permanently disabled or the leave has ended, whichever occurs first.

- C. Vacation and sick leave credits shall not continue to accrue for any period an employee is off work on a leave of absence without pay.

Section 4. MILITARY LEAVE. Employees shall be entitled to take military leave in accordance with the provisions of the Ohio Revised Code.

**Add Section 5. Each permanent full-time employee that is the biological parent, adoptive parent, or legal guardian of a newly born child shall be entitled to Parental Leave. Parental Leave of absence shall begin on the day of the birth of a child or on the day which custody of a child is taken for adoption placement by the prospective parents. Employees receiving parental leave may utilize at their election available sick leave, personal leave, vacation leave or compensatory time balances in an amount sufficient to give them up to one hundred (100%) percent of their total rate of pay for the time on parental leave. Parental Leave under this section shall be for a maximum of ~~six (6) weeks~~ two (2) weeks (80 hours) subject to an additional four (4) weeks (320 hours for a total of 460 hours) with approval of both the City Manager and Chief of Police. Use of Parental Leave does not prohibit an employee**

from taking leave under the “Family Medical Leave Act of 1993” 29 U.S.C.A. 2601, et seq., except that Parental Leave shall be included in any leave time provided under the Family Medical Leave Act.

## ARTICLE 16 – TRAINING PROGRAMS

Section 1. Proper, timely and periodic training programs shall be implemented for all members of the Police Department during the life of this Agreement.

Employees shall attend such training, fully compensated at their normal rate of pay, if scheduled to work and shall be compensated for all reasonable expenses pre-approved in advance by a purchase order.

Section 2. With the approval of the City Manager, the cost involved in out-service training pursued by an employee on a part time basis within his or her occupational employment including tuition, registration, laboratory fees and any other required expenses, shall be reimbursed in full for each subject under the following conditions:

- a. Employees must have obtained a final grade of C or 2.5 average and each subject and on presentation of grades and course costs.
- b. If the part time out-service training occurs during regular working hours, employees shall be granted leave with full pay. If the part-time out service training is mandatory, employees shall be compensated for the training as if they are at work. Mandatory means training which is a job requirement or such discretionary training as the City Manager, in his sole discretion, shall order.

## ARTICLE 17 – LONGEVITY

Longevity **bonus pay** provisions for all City employees during the full term of this Agreement are as follows:

- 4 to 5 years of service – 2% of employee’s total **2080 hours** compensation
- 6 to 9 years of service – 3% of employee’s total **2080 hours** compensation
- 10 to 14 years of service – 4% of employee’s total **2080 hours** compensation
- 15 and over years of service – 5% of employee’s total **2080 hours** compensation

Employees may ~~choose to receive payment of Longevity bonus pay~~ shall be paid in one lump sum at the time of the pay preceding Thanksgiving, in their first pay period of the month in December, or by having longevity added to his/her bi-weekly pay throughout the year. It shall be computed by taking the applicable percentage of the product of the employee's hourly rate of pay at the time of payment times 2080. Longevity is only paid to current employees at the time of payout and employees who retired (prorated) within that year.

## ARTICLE 18 – INSURANCE

Section 1. The monthly employee contribution to the cost of all insurance shall be as follows:

A. Effective January 1, 2013, full-time employees shall contribute fifteen percent (15%) towards the payment of all monthly insurance premiums below.

Section 2. The City agrees to provide, a term life insurance plan in the amount of twenty thousand dollars (\$20,000) per employee to all full time employees in the bargaining unit and twenty thousand dollars (\$20,000) for the employee's wife and children. The City shall make available \$90,000 life insurance to the cost to the employees.

Section 3. The City agrees to continue to make available the hospitalization, major medical and surgical insurance, to all employees in the bargaining unit as well as their respective family members, according to the specifications agreed to between the parties.

Section 4. The City agrees to make available a dental program with a \$50.00 deductible, and aid to preventive dentistry to all employees in the bargaining unit and their families.

Section 5. The City agrees to make all insurance plans available to part-time employees at their option. However, part-time employees will be responsible for full payment of the premiums for all insurance coverage they may choose.

Section 6. The City agrees to make available a prescription drug plan with the employee paying the first twenty dollars of each prescription.

Section 7. The City agrees to make available a Vision Program.

Section 8. Employees shall be responsible for paying the required deductibles and co-payments set forth in the insurance policy.

Section 9. The parties acknowledge that insurance premiums are a cost that must be contained. Therefore, the parties shall meet during the life of this Agreement to explore cost containment which may include reductions or changes in coverage.

Section 10. Employees who have access to family health insurance other than the Employer shall receive two thousand dollars (\$2,000) from the Employer paid in twelve (12) equal payments over the calendar year if the employee drops City coverage. The employee must furnish proof of coverage to the Employer.

## ARTICLE 19 – CORRECTIVE ACTION AND PERSONNEL FILES

Section 1. The tenure of every bargaining unit employee shall be during good behavior and efficient service. No employee shall be reduced in pay or position, suspended, discharged, or removed except for violations of this Agreement or state and federal law nor shall the City take any form of corrective action against any member of the bargaining unit except for just cause. The employer shall give copies to the affected member of written accusations of misconduct and corrective actions which are placed in his/her personnel file.

Discipline action shall be limited to the following:

1. Oral reprimand
2. Written reprimand
3. Suspension (may be a working suspension by consent of both parties)
4. Demotion (if applicable)
5. Dismissal/Removal

\*Counseling and Reassignment shall not be considered disciplinary action.

In the event an employee investigation has been completed and disciplinary action may be filed for behavior which is of such nature as to call for removal, demotion, or suspension, a pre-disciplinary conference between the employee and the Chief of Police will be arranged. **If the Chief of Police is under investigation, the position of Chief of Police is vacant, or the Chief of Police is on extended leave for the period of the disciplinary investigation, the conference will be held by the City Manager or his designee.** Notice of the pre-disciplinary conference shall be in writing and shall contain a detailed description of the charges alleged by the Employer. This notice shall inform the employee of the date, time, and location of the conference and shall inform the employee that:

1. The employee may waive the conference.
2. The employee may attend and speak in his own defense.
3. That the employee may attend and have a Union or legal representative speak on his behalf.

The employee shall be permitted to review and copy the entire investigative file after receiving notice of the pre-disciplinary conference except for items exempted by law.

This conference will take place no earlier than twenty-four (24) hours from the time the employee is notified in writing. The City shall inform the employee of his/her right to Union representation. If the employee desires the presence of a Union representative at such conference, the employee shall notify the City. Up to a twenty-four hour extension for the meeting will be granted if the employee requests the time to arrange for Union representation. However, more time may be granted if mutually agreed by the parties. A written decision shall be provided to the employee within thirty (30) calendar days after the conclusion of the conference or, the date the employee waived the conference. Normally, no public announcement of the decision shall be made until the employee has been provided with the decision.

Any corrective action will cease to have any force and effect and will be removed from the employee's personnel file twenty-four (24) months after the effective date of the corrective action, providing there is no other corrective action during the twenty-four (24) month period. If corrective action is deemed necessary within the first twenty-four (24) month period, they will be held thirty-six (36) months from the time of the second corrective action in his/her personnel file.

Section 2. It is recognized by the parties that the City may prescribe regulations for the custody, use and preservation of the record, papers, books, documents, and property pertaining to the City. Every member shall be allowed to review his/her personnel file at any reasonable time upon request in the presence of the City Manager, or his designee. There shall be one (1) official personnel file maintained by the City Manager. The employee shall be permitted to place rebuttal documents in his personnel file. In any case in which a disciplinary action of record is disaffirmed, the member's personnel file shall clearly reflect such disaffirmance and the material shall be removed.

Section 3. Except as otherwise provided in this Article XVII, and except for supervisory employees, Civil Service Commission and the legal officer of the City, in the event of litigation or administrative board hearing on an investigation by a public agency who has proven legitimate need to see employee personnel files, such files shall not be available for review by anyone without the prior, written authorization of the employee whose file or information therein is requested. Further, no information in an employee's personnel file will be shared with anyone outside the City except name, place of employment, dates of employment and job classification, without the prior written authorization of the employee involved. Any time an employee's personnel file is reviewed by a person not a

city police supervisory employee, Civil Service Commission, or other legal officer of the city, the city shall as the person reviewing the file to sign in. It is the employee's responsibility to check his/her file.

Section 4. Any appeal of discipline greater than a written reprimand through the grievance process shall begin at the City Manager level.

#### **Section 5. Complaints**

- A. Citizen complaints and complaints from other agencies directed toward bargaining unit members shall be immediately referred to the members supervisor for investigation or disposition as specified. If that supervisor is involved or named in the complaint, then the complaint shall be referred to another supervisor. A standard form will be created and shall be used to record such complaints and all complaints will be reduced to writing. The form shall contain a section that sets forth the language of the Ohio Revised Code Section 2921.15.**
- B. When an anonymous complaint is made against a member and there is no independent corroborating evidence, the complaint shall be classified as unfounded and the accused member shall not be required to submit a written or oral response.**
- C. In order for a citizen complaint (including anonymous complaint or complaint from another agency) to be investigated, the complaint must be received by the City within ~~thirty (30)~~ ninety (90) days after the date of the alleged event giving rise to the complaint or the date it should have been known to the complainant, whichever is later. The following are exceptions to the ~~thirty (30)~~ ninety (90) day time limits and may be investigated.**
  - a. Allegations of conduct that are criminal on their face.**
  - b. Allegations of conduct that could reasonably lead to criminal prosecution.**
  - c. Where a complaint alleges non-criminal conduct that is the same or similar to conduct that has resulted in the termination or disciplinary action against a bargaining unit employee that has not been overturned by an arbitrator or the State Personnel Board of Review.**

**Where a complaint does not meet these requirements for purposes of conducting an investigation, the complaint shall be classified as not investigated, and the accused member shall not be required to respond, but the member shall be notified orally or in writing of the complaint.**

**Employees shall be notified and provided a copy of the complaint within ten (10) days of such submission.**

## ARTICLE 20 – HEALTH AND SAFETY

Section 1. The joint Union and City Health and Safety Committee shall be established immediately. The Union shall select three (3) representatives to serve on the committee. The City's representative shall be the City Manager or his/her designee. The Committee is to meet upon request of either party and will be jointly responsible for reviewing current health and safety conditions concerning employees and updating and improving such conditions. It is agreed that commencing in 1997, a sum of two thousand dollars (\$2,000.00) shall be available annually for expenditures on health and safety issues. Once this money is expended, decisions on correction of health and safety issues are at the sole discretion of the City Manager.

Section 2. Employee representatives to the Committee shall be allowed a reasonable amount of time within their department to investigate health and safety conditions, and to attend any committee meetings scheduled.

Section 3. The City agrees to furnish and to maintain in working condition all tools, facilities, vehicles, and equipment, and all necessary supplies for same required to safely carry out the duties of each departmental position. Employees are responsible for reporting in writing to the department head, Health and Safety Committee and City Manager any unsafe conditions or practices and for proper using and care of all tools and equipment furnished by the city.

Section 4. A universal first-aid kit will be provided at work sites designated by the health and safety committee within thirty days after designation of the sites. Basic first aid training will be provided as soon as is reasonably practicable.

Section 5. Any equipment, tools and/or vehicles which an employee in good faith believes to be unsafe shall immediately report in writing to their supervisor, department head, Health and Safety Committee and City Manager. An investigation by the supervisor shall be required and every effort made to correct same immediately. If the employee is not satisfied, the Health and Safety Committee is to be notified in writing.

Section 6. If the City Manager determines an employee misused any City owned equipment, the employee may be held responsible, however, a hearing will be held with the City Manager and the employee prior to any decision being made.

Section 7. Employees must wear safety clothing and use safety equipment as provided and as required or be subject to disciplinary action.

Section 8. The City agrees to make every reasonable effort to reach mutual aid agreements with nearby jurisdictions for emergency police and fire services.

## ARTICLE 21 – MISCELLANEOUS

Section 1. All benefits of employment shall be maintained at the level in effect at the time this Agreement is signed, unless such condition or benefit is specifically dealt with in the Agreement, or in the negotiations leading to this Agreement.

Section 2. The City shall provide bulletin boards for use by the Union to enable their members to review notices posted when reporting to or leaving their work stations. Union notices posted shall be limited to union business and shall contain no offensive, derogatory or political materials.

Any use not specified in this Section will be subject to approval of the City Manager.

Section 3. The bulletin board shall be provided in the police department.

Section 4. Employees working in an emergency situation who are unable to leave their job site will receive one meal at a cost of \$8.00 per meal. This meal will be provided when the time is available for the employee to purchase a meal and shall be at the discretion of the Supervisor.

Section 5. Any additional part-time positions instituted by the City during the term of this Agreement will not affect the number of current full-time positions in the department in question.

The parties agree that if a financial emergency is declared by the Auditor of the State of Ohio, that the provision of this Section shall be null and void so long as the financial emergency is in effect.

Section 6. All employees shall be entitled to a paid fifteen (15) minute break in each half of their regular shift and for each four (4) hour period worked thereafter, provided the break time is determined by the Supervisor.

Section 7. Any new employee of the Police Department shall receive two shirts and two pants in addition to their clothing allowance.

Section 8. A police officer, who takes a life in the line of duty, shall receive trauma leave of two weeks paid leave not to be deducted from sick leave or vacation leave.

Section 9. Employees who are required to use their personal vehicle to perform City business shall receive a mileage reimbursement at the IRS rate. Use of a personal vehicle for City business must be approved by the City Manager in advance of use.

Section 10. Any losses suffered by a City employee during a financial emergency shall be reimbursed to the employee at the earliest possible time.

~~Section 11.~~ Employees who volunteer to carry a pager for call out shall be paid 60 cents per hour increase during that period they carry the pager. This does not count toward the employee's hourly base rate of pay for overtime purposes.

Section 12. A newly hired full-time ~~and part-time~~ bargaining unit employee shall have an initial probationary period of one (1) year. ~~A newly hired part-time bargaining unit employee shall have an initial probationary period of six (6) months.~~ **During the probationary period, the Employer has the right to terminate the employment of the Employee/probationer at will and such discharge or other discipline shall not be subject to the grievance and arbitration procedure of this Agreement.**

Section 13. Upon retirement with twenty (20) years of continuous service at the time of separation from the City of Nelsonville through the applicable public employees' retirement system, employees shall be entitled to purchase their Nelsonville Police Department duty weapon and badge from the City for the price of one dollar (\$1.00). The employee shall have the option of having the duty weapon engraved with the employee's name and dates of service at the City's expense. Such engraving shall not require any modifications to the gun.

## ARTICLE 22 – UNIFORMS

Section 1. The following equipment **and uniform** items shall be issued by the City to new employees as required by job classification:

Handcuffs (2 pair)	Handcuff case (2 singles or 1 double case)
1 holster	1 duty firearm for department carry
1 ASP baton and holder	1 duty belt ("Sam Brown" style)
1 trouser belt	1 flashlight and holder
1 ballistic vest (level III or above and 2 carriers)	3 short sleeve uniform shirts
3 long sleeve uniform shirts	4 pairs of uniform trousers
1 pair Duty boots	1 pair dress uniform shoes
1 rain coat	1 uniform winter coat
1 radio and holder with ear piece	1 taser holder
1 double magazine holder	1 glove pouch
1 duty bag	1 Arrest Book Holder
1 whistle w/ chain	1 traffic safety vest
2 badges	1 set of collar brass
1 all-season jacket	2 name bars
1 pair of duty gloves	1 uniform hat
2 neckties	1 identification
<b>Load-Bearing Vest</b>	

Any additional required uniform and/or equipment items shall be provided for and replaced by the City. All issued equipment **uniforms** or equipment purchased with uniform allowance, except boots or shoes, shall be returned to the city upon the employee leaving employment of the City.

The City shall replace as needed any uniform and/or equipment items that the Chief of Police deems needing replaced. Replaced item(s) shall be returned to the City by the employee at the time he/she receives his new item(s). The Chief of Police will issue weapon ammo as he deems necessary.

In the first January following the completion of the initial probationary period each full-time bargaining unit member shall receive an annual uniform allowance of \$800. In the first January following the completion of the initial probationary period each part-time bargaining unit member shall receive an annual uniform allowance per the following scale based on the prior year's total hours worked:

Hours worked per year	Amount Due Part-Time Employee
1249 and greater	80% of annual FT allowance
833-1248	60% of annual FT allowance
417-832	40% of annual FT allowance
0-416	20% of annual FT allowance

The uniform allowance for Full-Time and Part-Time employees shall be paid on or before January 31<sup>st</sup>.

Any Police Officer (full or part-time) who has his/her eyeglasses, cell phone, or watch damaged or destroyed while in the line of duty, shall be allowed a depreciated value reimbursement for costs not covered by insurance out of his/her annual uniform allowance.

Watches, **eyeglasses**, and/or cell phones damaged or lost in the performance of duty shall be repaired or replaced by the employer per the provisions herein, provided such damage or loss does not result from willful misuse, abuse, or neglect by the employee.

Such repair or replacement shall not exceed **\$100 \$50** for a watch, or the deductible for replacement, whichever is less.

Such repair or replacement shall not exceed **\$250 \$100** for a cell phone, or the deductible for replacement, whichever is less.

**Eyeglasses shall be repaired or replaced at the out-of-pocket cost to the employee in consideration of insurance coverage. If there is no insurance, such repair or replacement shall not exceed \$250. (Note: The city provides Vision insurance)**

Prescription Eyeglasses shall be repaired or replaced at the out-of-pocket cost to the employee in consideration of insurance coverage. Such repair or replacement shall

**not exceed \$250. Sunglasses that are not prescription eyeglasses do not qualify for payment.**

The City of Nelsonville shall be repaid by any Court ordered reimbursement from person(s) charged in the incident.

~~Each employee shall be issued for authorized weapons, upon his/her request, every three calendar months beginning January 1, 2019 the following:~~

~~A. Two boxes of target ammo of 9mm (100 rounds per three months, 400 rounds annually) and~~

~~B. Four boxes of target ammo of .223 or 5.56 caliber (80 rounds per three months, 320 rounds annually).~~

**ARTICLE 23 – WAGES**

**Section 1.** ~~Wage rates reflect across the board increases of \$0.35 per hour retroactive to January 1, 2018, an additional \$0.35 per hour retroactive to January 1, 2019, and an additional \$0.35 per hour effective January 1, 2020.~~ **Effective January 1, 2021, and in conformance with this article, the following wage scale shall be effectuated.**

**SERGEANT**

<b>YEAR</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
2018	18.38	18.84	19.31
2019	18.73	19.19	19.66
2020	19.08	19.54	20.01

**SENIOR PATROLMAN**

<b>YEAR</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
2018	17.82	18.26	18.73
2019	18.17	18.61	19.08
2020	18.52	18.96	19.43

**PATROLMAN-OFFICER**

<b>YEAR</b>	<b>Probationary</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
2018	<b>18.00</b>	17.66	18.10	18.57	<b>20.20</b>	<b>20.71</b>
<b>Effective</b>		<b>19.11</b>	<b>19.56</b>	<b>20.04</b>	<b>20.18</b>	

1/1/2021			19.55 19.49	20.02 19.88	20.28	
2019 Effective 1/1/2022	18.36	18.01 19.49	18.45 19.95 19.94 19.88	18.92 20.44 20.42 20.28	20.60 20.58 20.69	21.12
2020 Effective 1/1/2023	18.73	18.36 19.88	18.80 20.35 20.34 20.28	19.27 20.85 20.83 20.69	21.01 21.00 21.10	21.54

Note: Steps 1 through 4 represent 2% increases plus \$.38/hour effective 1/1/2021, and Successive 2% increases effective 1/1 2022 and 1/1/2023. Proposed Step 5 is 2.5% greater than step 4 effective 1/1/2021, followed by successive 2% increases effective 1/1/2022 and 1/1/2023. Proposed probationary rate is 6.1% less than Step 1. Proposal for a new probationary rate is dependent on added Step 5. Current employees are not subject to the new probationary rate and continue through the steps as if such probationary step was not added.

Note: Step 1 represents a 2% increases plus \$.38/hour effective 1/1/2021, and Successive 2% increases effective 1/1 2022 and 1/1/2023. Steps 2-4 increase by 2%.

#### PART-TIME PATROLMAN

YEAR	STEP 1	STEP 2	STEP 3
2018	15.56	15.93	16.30
2019	15.91	16.28	16.65
2020	16.26	16.63	17.00

**Section 2.** Employees hired after the effective date of this Agreement shall be hired at Step one ~~the probationary rate~~ of the wage scale and shall advance to Step two to each next step at his/her anniversary date of hire in that classification until he/she has reached the top step of the scale. ~~Employees hired prior to the effective date of this Agreement shall not be affected by the new probationary step, and shall proceed to their next step on their anniversary date as if such probationary step was not added.~~ The parties acknowledge that the Patrol Officer and Senior Patrol Officer scales have been merged into one scale per the above. Employees who transfer to a higher rated classification shall be placed in the first step that results in a salary increase. Employees who transfer to the same rated classification shall remain in the same step. Employees who transfer to a lower rated classification shall remain in their same step unless it results in a salary decrease, in which case the employee shall be placed in the first step that does not result in a salary decrease, but in no event shall the employee receive a rate of pay higher than the top step. A Patrolman, upon the completion of Step

~~3 on the Patrolman's pay scale, shall be automatically moved to the Senior Patrolman's pay scale in the first step that results in an increase in hourly wage.~~

~~**Section 3.** All patrol officers below the rank of Sergeant who are assigned as a field training officer shall receive a field training officer supplement of fifty cents per hour (\$0.50). Such shall be added to the base hourly rate of the officer. The employee shall receive the supplement for all hours assigned to and worked in such capacity.~~

~~**Section 4.** Employees assigned to the Detective/Investigator unit shall receive a \$1.00/hr supplement. Such shall be added to the base hourly rate of the officer for all hours worked in said Unit.~~

~~**Section 5.** If a state of emergency is declared by the City of Nelsonville or the Athens County Sheriff and Non-Essential City Personnel are directed by the City administration to not report to work, employees on duty for that day will receive two (2) times their hourly rate for all hours worked during the declared emergency.~~

#### ARTICLE 24 – JOB CLASSIFICATIONS

Section 1. The City agrees to provide to all new employees in the bargaining unit a position description outlining the duties of their classification at the earliest possible time after his or her date of hire, not to exceed one hundred twenty (120) days.

Section 2. If an employee is directed by the Chief of Police or his designee to work in a higher classification than the one to which he is assigned, he shall be paid for the classification with the highest rate of pay at a step that results in a plus rating. No member of the bargaining unit shall be paid less than his regular salary level if required to work at a lower classification level on a temporary or emergency basis.

Section 3. Members of the bargaining unit shall be required to work outside of their respective job classification under the following circumstances:

- (a) Temporary reassignments may be made by the Chief of Police to fill vacancies in any position until a selection and appointment can be made after competitive examination, In no event shall said temporary reassignment continue for more than six (6) months.
- (b) Reassignments may be made by the Chief of Police to meet emergency conditions in which unanticipated absences or abnormal work loads necessitates coverage which cannot be provided within the current classification of other employees and cannot be postponed. When an emergency is declared by the Mayor (e.g. employees may be required to perform any work assigned by the Chief of Police which they are qualified to perform). It is understood that the employee retains the right of refusal if there is reason to believe that such employee is not qualified to

perform the work or is placing himself in the immediate danger of bodily harm. Emergency reassignments shall not continue longer than thirty (30) days.

Section 4. The City agrees in non-emergency situations to notify the employee in writing prior to any such assignment to work outside his/her classification, stating the reason for the reassignment and the anticipated length of the assignment, or if prior notice is not practicable, notice will be given as soon as practicable thereafter. The City shall provide a copy of this notice to the Local President.

Section 5. The parties recognize that the City, under circumstances permitted by law, may contract out or sub-contract work. In the event of such contracting out or sub-contracting, the City will attempt to place affected employees in other positions with the City or with the contracting agent.

## ARTICLE 25 – SENIORITY

### Section 1.

- A. Departmental seniority shall mean an employee's continuous service with the Employer since his/her last date of hire into the department, inclusive of his/her probationary period, provided such probation has been satisfactorily completed. The City departments are the Dispatchers/Meter Attendants, Fire Department, Police Department and Service Department.
- B. Full time employees (employees who are normally scheduled to work forty hours per week) shall accrue seniority from their date of hire.
- C. Part time employees (employees who are normally scheduled to work less than forty (40) hours per week) shall accrue seniority from their date of hire in proportion to the number of hours worked per week in relation to forty hours a week.
- D. In the event two (2) or more employees are tied in seniority, the tie shall be settled by a coin toss.

Section 2. Employees shall continue to accrue seniority provided there is no break in service. A break in service shall occur whenever an employee terminated his employment as a result of resignation or a discharge, retires, or is on a layoff without being recalled for more than eighteen (18) months. If an employee terminates his/her employment and returns to work within one (1) year, he/she shall be credited with his/her prior service for seniority purposes.

Section 3. Every year by January 15<sup>th</sup>, the City shall provide to the employee a seniority list showing the continuous service of each employee through the preceding year ending

on December 31<sup>st</sup>. Individual employees shall have the right to request correction of errors in their seniority by giving notice in writing to the City Manager by February 1<sup>st</sup>. If no request is received by the City Manager by February 1<sup>st</sup>, the seniority list is deemed correct.

## ARTICLE 26 – LAYOFF AND RECALL

Section 1: Layoffs. The City shall have the right to layoff employees, reduce hours of work, abolish positions or otherwise reduce the work force in the event of a lack of funds or a lack of work. In the event it becomes necessary to layoff employees, reduce hours of work, abolish positions, or reduce the work force, the following order of layoff shall be applied to each affected classification:

- A. Temporary employees
- B. Probationary part time employees
- C. Part-time employees, in reverse order of seniority
- D. Probationary full-time employees
- E. Full time employees, in reverse order of seniority.

Employees shall be given a fifteen (15) day written notice of a layoff, reduction of hours, job abolishment or reduction. The notice shall be sent each affected employee and the Union, and shall set forth the effective date of the layoff, reduction of hours, abolishment of positions, or reduction, the seniority of the employee, the reason for the layoff, reduction of hours, job abolishment, or reduction, and a description of the employee's bumping and recall rights. Employees who are bumped as a result of a layoff, reduction of hours, job abolishment, or reduction shall be given as much notice as is reasonably possible after the bumping employee has notified the City of his/her desire to bump.

Section 2: Bumping. If a layoff, reduction of hours, job abolishment, or reduction in the work force occurs, the affected employee(s) may bump within the affected department only and in the following order:

- A. A full-time employee may bump another less senior full time employee holding the same classification as the affected employee, provided he/she is qualified to perform the work. If there are no less senior full time employees holding the same classification as the affected employee, he/she may bump a less senior full time employee in an equal or lower paying classification in the same department, provided he/she is qualified to perform the work. If there are no less senior full time employees eligible to be bumped by the affected employee, he/she may

bump a part-time employee in the same department, provided he/she is qualified to perform the work.

- B. A part time employee may bump a less senior part time employee in the same classification as the affected employee, provided he/she is qualified to perform the work. If there are no less senior part time employees in the same classification as the affected employee, he/she may bump a less senior part time employee in an equal or lower paying classification in the same department, provided he/she is qualified to perform the work.
- C. Employees who are bumped in accordance with the above procedure may also exercise the same bumping rights described above.

An employee who desires to exercise his/her bumping rights shall notify the City of his/her intent to do so no later than five days after receipt of the notice of layoff or reduction.

Section 3: Recall. Once a layoff or other reduction occurs, the City shall establish a recall list of affected employees. The recall list shall be in order of seniority and full time or part time status, with full time employees being listed in order of seniority, followed by part time employees being listed in order of seniority. No new employees shall be hired into a bargaining unit if there are employees in that unit who are on the recall list and eligible to be recalled to the re-established or vacant position. Employees shall be recalled in the reverse order of layoff or bumping which is set forth in the previous Section.

The City shall provide written notice of recall to the affected employee(s) to the employee's last known address. It shall be the responsibility of each employee to keep the City Manager informed of his/her current residence or mailing address.

The laid off employee shall have seven (7) calendar days after mailing or dispatching of said notification in which to exercise his/her rights of recall. After the expiration of his/her time, the next employee in line on the eligibility roster shall be notified in accordance with the above paragraph and be given his/her rights to recall. The Employee who has been notified by the City and who accepts the offer of re-employment, must report to work within three (3) days or at the discretion of the City Manager. Employees who fail to report for work as specified forfeit his/her recall rights and the next employee in line on the eligibility roster shall be notified.

Section 4: Seniority Retention. Employees who are laid off shall continue to accrue seniority at the same rate at which they were earning seniority at the time of their layoff.

## ARTICLE 27 – VACANCIES

Section 1. All openings within the bargaining unit shall be posted in the affected department for at least five (5) working days before the position is filled. Such posting shall contain the minimum qualifications, a description of the duties, the hours per day, days per week and the hourly rate range assigned to the position. Interested full and part time employees may apply for the position by notifying the City manager in writing during the posting period.

Section 2. The City shall select ~~the employee applicant with the greatest seniority in the department affected~~ **the candidate** who possesses the qualifications necessary **is most qualified** for the position, provided the City reserves the right to determine reasonable qualifications necessary for the position, and to test for the position if it is deemed appropriate. **Seniority shall be given consideration to such selection process but it shall not itself determine the most qualified candidate.**

#### ARTICLE 28 – PENSION CONTRIBUTION

From January 1, 2012 until execution of this agreement, the City shall continue to contribute an amount equal to 5% of each employee's total pay to the appropriate pension system in addition to the legally required employer contribution.

Upon execution of this agreement, the City shall contribute an amount equal to 4% of each employee's total pay to the appropriate pension system in addition to the legally required employer contribution.

Effective January 1, 2013, the City shall contribute an amount equal to 3% of each employee's total pay to the appropriate pension system in addition to the legally required employer contribution.

Effective January 1, 2014, the City shall contribute an amount equal to 2% of each employee's total pay to the appropriate pension system in addition to the legally required employer contribution.

These amounts are intended to cover a portion of the employee's contribution.

#### ARTICLE 29 – TOTAL AGREEMENT

This Agreement supersedes any and all previous agreements between the parties hereto and is a final and complete agreement of all negotiated items that are in effect throughout the term of the Agreement. Acceptance of this agreement precludes further negotiations of any issues until the time specifically provided herein unless otherwise mutually agreed.

It is understood and agreed that where this Agreement is silent, applicable charter and/or state civil service laws will be followed.

### ARTICLE 30 – EMPLOYEE RIGHTS

Section 1. Any bargaining unit member who is to be questioned as part of an internal investigation shall be advised of his Garrity warnings prior to questioning. Any bargaining unit member who is being questioned by the Employer as part of a criminal investigation shall be advised of his Miranda warnings prior to questioning. Bargaining unit members shall be entitled to union/legal representation during any questioning consistent with law.

Section 2. Before a bargaining unit member may be charged with insubordination or like offenses for refusing to answer questions or participate in the investigation the member shall be advised that such conduct, if continued, may be a basis for such a charge. If a member desires, he shall be given reasonable opportunity (24 hours or less) to consult with an attorney or Union representative before being required to answer questions or provide information to the Employer.

Section 3. Bargaining unit members may be ordered to submit to questioning by the Employer at a time outside their regularly scheduled shift, however, upon doing so the Employer shall pay the member overtime.

Section 4. Any investigation or questioning shall be conducted by the Chief of Police or his designee. No subordinate shall be appointed to investigate a superior.

Section 5. Any member charged with a violation of departmental rules and regulations shall be provided with copies of any transcripts, records, written statements, or tape recordings, to the extent they exist including work product, used as a basis for the charge at the same time the member receives notification of the intended discipline.

~~Section 6. Except for continuing violations, complaints of rule and regulation violations that could not result in criminal charges shall be considered untimely if filed more than one hundred eighty (180) days after the alleged violation and shall be dismissed as unfounded. The employer shall provide to the member a copy of such Complaint within ten (10) days of receiving it.~~

***Note: In consideration for addition of Article 19, Section 5.***

Section 7. Any questioning of a member by the Employer may be tape recorded by either party however no recording may be made without first informing the other party that such a recording is being made. If a recording is made, the party making the recording must make a copy available to the other party upon written request.

## ARTICLE 31– CANINE OFFICER

**Section 1.** The Nelsonville Police Department’s canine(s) shall be the property of the City and will be licensed in accordance with all state and local laws. The City agrees to pay for all expenses and costs related to the canine, including, but not limited to: cost of the canine; all food and nutrition for the canine; all equipment, instruments, and professional services related to the health, care, grooming, housing, handling, and training of the canine; all insurances related to the canine; all medicines, immunizations, necessary appliances, and veterinary and professional care related to the canine; and kennel fees and boarding of the canine when the Canine Officer is away from home for an extended period of time, i.e., a period of time in excess of eight (8) hours.

The City shall provide to the Canine Officer for take home use a City-owned patrol vehicle. The City shall pay all expenses and costs related to the vehicle (gas, maintenance, insurance, etc.), which shall include accommodations for canine transport. In the event said vehicle is out of service, the City shall either pay boarding fees for the Canine or the Canine Officer shall transport the Canine to the Department in the Canine Officer’s own vehicle for boarding in a kennel provided by the City, in which case said transportation miles shall be reimbursed to the Canine Officer by the City at the established maximum IRS rate.

The Canine Officer agrees to remain with the Canine Unit for a minimum of three (3) years after initially being assigned to the Canine Unit. Should the Canine Officer be unable to complete the three (3) year commitment, the Employer, the Employee, and the Union will meet to resolve the situation. The Canine Officer shall only be relieved of such commitment upon a showing of good cause. Should this meeting fail to resolve the problem, the Employee may use the grievance process for a resolution of whether good cause is shown.

The Canine Officer will be responsible for the care and maintenance of the assigned canine. The canine will live with the officer inside his/her residence and may be kenneled while on the Employee’s property. The Employer will be responsible for the kennel and housing expenses.

The Canine Officer will be assigned ~~a regular ten (10) hour shift~~ a regular shift based upon an eighty (80) hour, fourteen (14) day schedule unless an assignment requires the Canine Officer to work overtime. A minimum of two (2) regular work days per month, maximum of three (3), shall be designated as training day(s) during which the Canine Officer and the Canine will train. For one additional shift, the Canine Officer shall be permitted to train the canine an additional eight (8) hours per month. ~~For one additional shift, the Canine Officer shall be permitted to train the canine an additional eight (8) hours per month.~~ The Canine Officer will be paid for these training days ~~and extra eight (8) hours per month~~ in the same manner as a regular workday.

~~The Canine Officer will receive two thousand (\$2000) annually paid in 12 equal payments. one half hour of pay per day at time and one half ten and one half hours extra pay per fourteen (14) day period calculated at the straight time rate eight (8) hours of pay per fourteen (14) day pay period calculated at the Canine Officer's regular rate of pay for the care and maintenance of the canine including, but not limited to the cleaning, feeding and caring for the canine during the officer's off duty time.~~

The Canine Officer will receive eight (8) hours of compensation per fourteen (14) day pay period calculated at the canine officer's regular rate of pay for the care and maintenance of the canine including, but not limited to the cleaning, feeding, and caring for the canine during the officer's off duty time. Such shall be paid at the City's option, as either accrued compensatory time or cash payment or a combination of both, subject to the compensatory time bank accumulation limits of this CBA. If the Canine Officer's compensatory time bank is at forty (40) hours, he shall be paid compensation due under this paragraph in cash. The Canine Officer shall receive payment at the above stated rate for prior service to the City from September 14, 2020 to the execution date of this CBA. Such retroactive pay shall be made in a separate check and it shall be made in cash. Such payment shall be made retroactive to September 14, 2020. Time to and from the canine officer's normal assignment does not constitute any part of his/her shift.

Such shall be paid, at the Canine Officer's option, as either accrued compensatory time or cash payment or the combination of both. Such payment shall be made retroactive to September 14, 2020. Time to and from the Canine Officer's normal assignment does not constitute any part of his/her shift.

Any work performed on a normal day off or exceeding the regularly scheduled hours of a workday other than the care and maintenance of the canine shall be paid at the applicable overtime rate. No compensation will be given until his/her services are requested and the Canine Officer has actually left his/her residence to respond to a "call-out".

The Canine Officer shall be subject to call-ins for emergency situations requiring the canine. Such overtime shall be paid as required by the collective bargaining agreement. Should the Canine Officer not be available to respond to a request for service during his/her normal time off, he/she will not be subject to disciplinary action. Repeated failure to respond to requests for service during normal time off is grounds for re-evaluation of the officer's assignment to the Canine Unit.

Any and all compensation and benefits afforded bargaining unit employees of the Ohio Patrolmen's Benevolent Association per the terms of the CBA shall be provided to the Canine Officer in addition to the additional compensation and benefits identified in this MOU.

**Upon retirement of the canines(s), the Canine Officer will have the opportunity to assume ownership of the retired canine(s) for one dollar (\$1.00), and would then assume all financial responsibility for the canine(s). The Employer reserves the right to terminate the program at any time.**

#### ARTICLE 32 – TERM OF AGREEMENT

Section 1. This Agreement shall become effective on January 1, ~~2018~~ **2021**, and shall continue in full force and effect until midnight December 31, ~~2020~~ **2023** unless either party hereto before ninety (90) days prior to the above termination date shall give notice to the other party in writing of a desire to change, alter or amend any provisions of this Agreement, or to terminate it. This Agreement shall extend automatically from Agreement year to Agreement year thereafter. Should the notification express the desire to terminate the entire Agreement, all obligations hereunder shall cease upon the termination date of that succeeding Agreement year, unless the parties mutually agree in writing to extend the Agreement for a period or periods while a new Agreement is being negotiated.

Signed and dated at Nelsonville, Ohio on the \_\_\_\_ day of \_\_\_\_\_, ~~2019~~ **2021**.

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

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**Mark Volcheck, OPBA Attorney**

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**Justin Yocum, OPBA Director**

**FOR THE CITY OF  
NELSONVILLE:**

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**Garry Hunter, Nelsonville City  
Attorney**

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**Scott Frank, Nelsonville City  
Manager**

**MEMORANDUM OF UNDERSTANDING**  
**Between City of Nelsonville and**  
**Ohio Patrolmen's Benevolent Association**

The City of Nelsonville, hereinafter referred to as the ("Employer") and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the ("Union") enter into this "Memorandum of Understanding" (MOU) with the purpose of modifying articles of their collective bargaining agreement identified herein for the period of time that twelve (12) hour shifts are implemented in the Police Department for bargaining unit employees of the OPBA.

This MOU shall commence on a trial basis effective **March 21**, 2021, and shall continue in effect for the period of one (1) year, until **March 20**, 2022. Thereafter, upon mutual agreement of the parties, the MOU may be continued and/or modified subject to the mutual agreement of the parties. Irrespective of the one-year term, either party may request the termination of the twelve (12) hour shift schedule with thirty (30) days-notice to the other party, after which time this MOU shall be deemed null and void and the shift schedule shall return to either eight or ten hour shifts per the terms and conditions of the Collective Bargaining Agreement. Articles of the collective bargaining agreement not identified herein shall not be modified by this MOU.

**ARTICLE 9 – HOURS, OVERTIME AND SHIFT DIFFERENTIAL**

Section 1. Employees performing work which is substantially the same as work being performed by members of the Bargaining Unit shall become members of the Bargaining Unit and shall be appointed as full time regular, part time regular, full time temporary or part time temporary only.

Full time employees shall normally be scheduled **eighty (80) hours per two-week pay period** ~~forty (40) hours per week~~, part time employees shall be scheduled for less than forty (40) hours per week. The City Manager will notify the Local Director in writing of each such employee appointed.

A temporary employee is one whose appointment is for six (6) months or less. Temporary appointments will not be made to replace permanent employees except during a reasonable transition period to advertise and fill vacant positions. The City may extend the period up to three months if a date has been set for a test within that period of time. If no test date is set, the City must fill the vacancy with a provisional appointment. It is understood that such provisional appointees are in the bargaining unit. The City agrees to notify the Local President in writing of any such temporary appointments and their effective date.

Section 2. **The normal work two-week pay period for full time employees covered by this Agreement, shall consist of be forty (40) hours in pay status in five (5) days of eight (8) hours, or four (4) days of ten (10) hours; six twelve (12) hour days and one eight (8) hour day where an employee works two consecutive days, followed by two**

**consecutive days off, followed by working three consecutive days, followed by two consecutive days off, followed by working two consecutive days, followed by three consecutive days off, where every other week an employee has the Friday, Saturday and Sunday of that week off. A copy of this schedule is attached hereto as Appendix A and incorporated herein. The work shifts shall be from 7 a.m. to 7 p.m. and from 7 p.m. to 7 a.m. The “week” fourteen day pay period** for purposes of this agreement begins at 12:01 A.M. Sunday and ends at 12:00 midnight Saturday.

Provided that this section shall not constitute or be construed as a guarantee of hours of work per day or per week, and the City reserves the right as operational needs and conditions require to establish and/or change work hours and work schedules.

Section 3. The City may, due to operational requirements, change the shift or work schedule of employees. A minimum of fifteen (15) days written notice will be provided to an employee affected by a change in shift or schedule, unless the change is temporary for purposes of vacation or other short term absence, in which case, a minimum of three days written notice will be provided.

Section 4. If it becomes necessary to reduce the work week, during the term of this Agreement, the City will meet with the Union and bargain over the matter to the extent required by Ohio’s collective bargaining law. The City agrees to permit the Union to present its position relative to the plan prior to implementation. No bargaining unit employee will have his/her work week reduced with less than thirty (30) days written notice.

Section 5. Those employees whose normal work week is five eight hour days shall be paid at the rate of time and one-half the employee’s regular rate of pay for all hours worked above forty (40) hours in any work week or eight hours in any work day. Those employees whose normal work week is four ten hour days shall be paid at the rate of time and one-half the employee’s regular rate of pay for all hours worked above forty (40) hours in any work week or ten hours in any work day. **Employees who are scheduled on the twelve hour shift schedule pursuant to this MOU shall be paid at the rate of time and one-half the employee’s regular rate of pay for all hours worked above eighty (80) hours in any two week pay period or twelve hours for those days the employee is scheduled twelve hours or eight hours for those days that the employee is scheduled eight hours.** The changes to this section from the prior contract shall become effective upon execution. **Additionally, flex time is allowed within a pay period as long as the City and officer mutually agree. The City cannot force an officer to flex time.**

Section 6. Any employee requested to work additional hours other than overtime hours assigned at the completion of a regular shift or within two (2) hours before the start of a regular shift, shall be paid at least three (3) hours pay at time and one-half of his regular rate of pay, provided that he remain on duty for the full three (3) hours at his/her duty station, or until released by the supervisor in charge. The City shall maintain a list of work to be done when the called-in work is completed in less than three (3) hours. There

shall be no pyramiding of overtime for the same hours called out. Employees will not be called out within twenty-four hours of such employee calling in sick, unless the overtime roster is exhausted, and an emergency condition exists. Overtime hours assigned at the completion of a regular shift or within two (2) hours before the start of a regular shift shall be paid time and one-half for time worked and there shall be no guarantee of three (3) hours pay.

~~Section 7. Any employee who shows up for work at his/her scheduled starting time or any regularly scheduled or for previously scheduled overtime shall receive a minimum of three hours pay for each incident, at the applicable rate, where the City cannot provide work for the employee, provided that he/she remain on duty for the full three (3) hours at his/her duty station, or until released by the supervisor in charge. The City shall maintain a list of work to be done for this three (3) hour period.~~

Section 8. In the event an employee is required to be absent from work as a result of death of the Father, Mother, Sister, Brother, Son, Daughter, Spouse, Grandparent, Father-in-law, Mother-in-law, Grandchild, step-child, step-mother, step-father, or spouse's step parent the employee shall be paid for three (3) days absence from work for the day immediately before the funeral, the day of the funeral and the day immediately following the funeral, provided these fall on what would otherwise be the employee's regular working day, an amount equal to the hours worked in a normal working day multiplied by the employee's average hourly rate, provided that they employee attends the funeral. In case of the death of the employee's brother-in-law or sister-in-law, aunt or uncle, or spouse's grandparent, the employee shall be paid for one day of absence from work on the day of the funeral, subject to the provision of this section. These days of absence will not be deducted from employee's sick days or vacation days.

Section 9. Within sixty (60) days after their employment each new employee will receive from the City, a letter advising them of their status under Section 1 of this Article, and their classification title.

Section 10. Employees who are assigned to work on the second shift shall receive a shift differential of twenty-five cents (\$.25) per hour in addition to their base rate of pay and employees who are assigned to work on the third shift, shall, in addition to their base rate of pay, receive a shift differential of thirty-five cents (\$.35) per hour of work. **If twelve-hour shifts are assigned, For employees who are scheduled on the twelve hour shift schedule pursuant to this MOU, no shift differential for day shift 0700-1900 will be paid and second shift 1900-0700 will receive a shift differential of thirty-five cents (\$.35) per hour of work in addition to their base rate of pay.**

**~~Note: Employer proposals for Sections 1 and 10 are referred to MOU included herein.~~**

Section 11. Compensatory time offered in lieu of overtime pay shall be granted at the option of the employee. It shall be granted at the rate of overtime pay, i.e., time and one-half (1 ½). Compensatory time may not be accumulated in excess of forty (40) ~~eighty~~

(80) hours but employees shall be permitted to re-accumulate compensatory time throughout the year as it is used. Compensatory time shall be taken subject to the approval of the Chief of Police, or his designee, in a minimum of four (4) hour blocks. Requests for the use of compensatory time must be submitted to the Chief of Police, or his designee, at least three (3) days prior to its intended use, or this request may be waived by the Chief, or his designee. The use of compensatory time may be denied if it incurs overtime. ~~however, each employee shall be permitted to use up to sixteen (16) hours of compensatory time per calendar year regardless of the occurrence of overtime.~~ Compensatory time ~~shall not~~, **may, at the option of the employee,** be carried over into the following year ~~and or~~ any remaining balance as of December 31 ~~of each year shall~~ **may** be “cashed-out” to a zero balance and the time paid to the employee in the pay period encompassing December 31. **Hours not cashed out shall be carried over into the next year. In addition to such annual cash-out option, employees shall be permitted to cash-out up to forty (40) hours of their compensatory time bank one other time of the year at the employee’s election.** At the time of separation from service, for whatever reason, the employee will be paid for any unused compensatory time at the applicable rate.

## ARTICLE 13 – HOLIDAYS

Section 1. All City employees will observe the following holidays:

First Day of January – New Year’s Day  
Third Monday in January – Martin Luther King Day  
Third Monday in February – Presidents’ Day  
Good Friday  
Last Monday in May – Memorial Day  
Fourth of July – Independence Day  
First Monday in September – Labor Day  
~~Second Monday in October – Columbus Day~~  
**First Tuesday following first Monday in November – Election Day**  
Eleventh Day of November – Veteran’s Day  
Fourth Thursday in November – Thanksgiving  
Fourth Friday in November – Day after Thanksgiving  
The 25<sup>th</sup> of December – Christmas

Section 2. Employees must have thirty (30) days service to be eligible for holiday pay.

A holiday listed in Section 1 falling on a Saturday will be observed on the preceding Friday, and a holiday falling on Sunday will be observed on the following Monday.

Full time employees with work schedules other than Monday through Friday are entitled to pay for any holiday which is observed on their day off.

Full time employees, regardless of their work schedule, are automatically entitled to eight (8) ~~twelve (12)~~ hours of holiday pay whether they work on the holiday or not. Part time employees are entitled to overtime pay for that portion of any holiday for which they work.

Compensation for working on a holiday will be in addition to the automatic eight (8) ~~twelve (12)~~ hours of holiday pay.

All work performed on a holiday shall be paid at the rate of time and one-half plus the regular rate of pay for the scheduled work day. Employees who work in departments that are scheduled seven (7) days a week shall observe the holiday on the actual day on which the holiday occurs.

Section 3. If a holiday occurs during a period of ~~paid sick or vacation leave~~ **paid time off that is not sick leave**, the employee will draw normal pay and will not be charged for sick leave or vacation **the particular paid time off that is taken.** ~~On the payroll journal, holiday hours are deducted from sick or vacation leave hours before the entry is made on the payroll.~~

An employee who ~~is absent without a vacation leave~~ **uses sick leave** on a work day immediately preceding and following a holiday may be denied the holiday unless the absence is subsequently excused by the City Manager. ~~An employee who is absent without on sick leave on a work day immediately preceding and following a holiday~~ **uses sick leave on a holiday may be denied the holiday and charged sick leave unless the absence is subsequently excused by the City Manager, in which case he will draw normal pay and not be charged sick leave.** Employees whose work schedule prohibit them from observing the holidays may at their option designate such a day to be used any time during the one-hundred eighty (180) days following the holiday. Such employees whose normal work day is eight hours per day, may choose to receive eight hour of compensatory time off work or eight hour of straight time pay for that holiday. Such employees whose normal work day is ten hours per day, may choose to receive ten hours of compensatory time off work or ten hours of straight time pay for the holiday.

Section 4. Each full time employee shall be entitled to two (2) ~~four (4)~~ personal days per year. Personal leave days may be taken for any reason. For purposes of this section the work “year” refers to an anniversary year and not calendar year. Each employee shall be required to notify the immediate supervisor in writing, at least twenty-four (24) hours in advance of the date on which the employee plans to take his/her personal day. The time requested may be granted with less notice at the discretion of the City Manager. **If the personal day taken off is a twelve-hour day, it shall be paid at twelve hours. If the personal day taken off is eight hours, then it shall be paid at eight hours.**

**Employees shall have the option to earn two (2) additional personal days per year by scoring at the fortieth (40<sup>th</sup>) percentile grade or better on four (4) of five (5) event exercises as judged by the Cooper standards for each event, giving due consideration to age and gender. Events shall include push-ups, sit-ups, 1.5 mile run,**

**300-meter run, and bench press. Participation is entirely optional on the part of the employee. There shall be no discipline or punishment to any employee for not participating in the program and/or failing to pass the program. Overtime pay shall not be paid for exercising or testing. Upon successful completion of the program, employees shall be credited with two (2) additional personal days that shall be credited to the employee immediately. These days shall be used within one calendar year of earning the days and otherwise be taken in conformity with paragraph one (1) of this section.**

**A copy of the program is attached hereto to the CBA as Addendum A.**

FOR THE CITY OF NELSONVILLE:  
ASSOCIATION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE SIGNED:\_\_\_\_\_

FOR THE OHIO PATROLMEN'S  
BENEVOLENT

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

DATE SIGNED:\_\_\_\_\_