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**AGREEMENT**

**Between**

**THE CITY OF NAPOLEON**

**and**

**NAPOLEON POLICE OFFICERS ASSOCIATION**

**IUPA, AFL-CIO LOCAL 240**

**Case No. 2016-MED-08-0802**

**Effective:**

**December 1, 2019**

**to**

**November 30, 2022**

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**Article 1      CONDITIONS OF AGREEMENT**

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**1.1      PREAMBLE**

This Agreement, entered into by the City of Napoleon, Ohio, hereinafter referred to as the City, and the Napoleon Police Officers Association, IUPA, AFL-CIO Local 240, hereinafter referred to as the Union, has as its purpose the following:

- A. To achieve and maintain a satisfactory and stabilized City/Employee relationship and to promote improved work performance.
- B. To provide for the peaceful and equitable adjustment of differences which may arise.
- C. To attract and retain qualified employees by providing those benefits compatible with the financial resources of the City.
- D. To assure the effectiveness of service by providing an opportunity for employees to meet with management to exchange views and opinions on policies and procedures affecting the conditions of their employment
- E. To provide an opportunity for the Union and the City to discuss wages and benefits of employees subject to the terms of the Agreement and applicable laws.
- F. To provide for orderly, harmonious, and cooperative employee relations in the interest, not only of the parties, but the citizens of Napoleon, Ohio.

Toward this end, the parties hereto agree to devote every effort to assure that the City and the employees and the Union will comply with the clear provisions of this Agreement. This Agreement pertains to employees within the bargaining unit as defined hereunder.

**1.2      APPLICABILITY AND INTERPRETATION**

This Agreement supersedes and replaces all applicable federal and state laws, statutes, codes, ordinances, resolutions, civil service rules and regulations, and all matters or issues pertaining to employee wages, hours of work, new classifications created or positions added or deleted, benefits, and working conditions over which it has authority to supersede and replace.

The provisions of this Agreement constitute the sole, entire, and exclusive Agreement between the parties and all prior agreements, either verbal or written, are hereby negated. In the event that any provision of this Agreement is contrary to the foregoing, that provision shall be of no further force and effect, and the parties shall meet at mutually agreeable times in an attempt to legally modify the invalidated provision(s) by good faith negotiations on the same subject matter.

**1.3      DEFINITIONS**

**Active Pay Status** - Shall mean that an Employee has received or is entitled to receive pay for one of the following reasons when properly authorized in accordance with the terms of this Agreement: time worked, whether at regular or overtime rates; sick leave; vacation leave; personal holiday; statutory holiday; bereavement leave; Union leave; or compensatory time off. It shall, without limiting the following, exclude time off for



unpaid leave of absence, disability separation, disciplinary separation or any other unpaid leave, whether authorized or not.

**City** – For the purpose of this contract, City shall mean the City of Napoleon, Ohio.

**Employee** - Unless the context otherwise indicates, employee or employees shall mean a member or members of the bargaining unit, as defined in this Agreement, who are represented by the Union.

**Physician** - Unless the context indicates otherwise, physician shall mean a medical practitioner licensed in the State of Ohio, and shall include medical doctors and chiropractors.

**Perform the Job** - For the purposes of this Agreement, perform the job shall mean perform the essential functions of the job, with or without reasonable accommodation, without posing a direct threat to the health or safety of the employee or others. Any dispute with regards to this issue shall be resolved through the procedures as outlined in the Article pertaining to disability leave, or through the grievance procedure, whichever is applicable.

**Qualified/Qualifications** - Unless the context indicates otherwise, where the terms “Qualifications” or “Qualified” appear, the Employer retains discretion on the establishment of qualifications.

**Retirement** – An Employee leaving the service of the City by becoming eligible for benefits through a state sponsored pension fund.

**Rules** - Rules, as used in this Agreement shall mean rules, regulations, policies, procedures and directives, either as contained in this Agreement or as may be promulgated from time to time by the City, in accordance with this Agreement.

**Article 2     MANAGEMENT RIGHTS**

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**2.1     GENERAL**

Nothing in this Agreement shall be interpreted to restrict any constitutional, statutory, legal or inherent rights of the City with respect to matters of general legislative or managerial policy. The City shall retain the right and the authority to administer the business of its departments. In addition to other rights and responsibilities which are not specifically modified by this Agreement, it shall be recognized that the City has and will retain the full right and responsibility to direct the operations of its departments, to determine and establish reasonable rules, regulations, policies, procedures and directives, and to otherwise exercise the prerogatives of management not inconsistent with the terms of this Agreement, including but not limited to, the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, schedule, supervise, evaluate, retain, lay off, recall, reprimand, and discipline (including suspend, demote and discharge) for just cause.
- B. To manage and determine the location, type and number of physical facilities and equipment, and the work to be performed.
- C. To determine the City's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively and efficiently meet those purposes.
- D. To determine the size and composition of the work force, staffing patterns, and each department's organizational structure.
- E. To determine work schedules and to establish necessary work rules, regulations, policies, procedures and directives for its employees.
- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained.
- G. To determine the necessity of scheduled overtime and the amount thereof required.
- H. To determine the City's budget and uses thereof.
- I. To maintain the security of records and other pertinent information.
- J. To determine and implement necessary actions in emergency situations.
- K. To exercise complete control and discretion over each department's organization and the technology of performing the work required.
- L. To set standards for community service and to determine the procedures and standards of selection for employment.
- M. To maintain and improve the efficiency and effectiveness of governmental operations.

**Article 3 PLEDGE AGAINST DISCRIMINATION**

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**3.1 GENERAL**

The provisions of the Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, religion, national origin, union affiliation, disability, Military or Veteran status and/or genetic history. The Union shall share equally with the City the responsibility for applying this provision of the Agreement.

**3.2 GENDER REFERENCE**

All references to employees in this Agreement shall include both sexes, and wherever the male gender is used, it shall be interpreted to include male and female employees.

**3.3 RIGHT TO JOIN OR NOT JOIN UNION**

Neither party shall interfere with, restrain, coerce or otherwise discriminate against any employee for exercising his right to join or not to join the Union.

**Article 4 RECOGNITION**

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**4.1 RECOGNITION OF UNION**

The City agrees to recognize the Union as the sole and exclusive bargaining agent for the employees of the City working in the classifications that are listed in Section 4.2 in all matters regarding wages, hours of work, new classifications created or positions added or deleted, and all other terms and conditions of employment.

**4.2 AFFECTED JOB CLASSIFICATIONS**

The term Bargaining Unit shall be deemed to include those individuals employed full time in the following classifications:

Patrol Officer (Probationary)	Patrol Officer
Patrol Officer - Detective	Patrol Officer – Dog Handler
Patrol Officer – School Resource Officer	Dispatcher (Probationary)
Dispatcher	Sergeant

Whenever, in this agreement reference is made to employees, it shall be understood that the provision shall apply to all the classifications listed herein, equally and without discrimination.

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

**4.3 CITY TO NEGOTIATE EXCLUSIVELY WITH UNION**

The City shall not negotiate nor make any collective bargaining agreement or contract with any of the employees working in classifications covered herein, individually or collectively. Any agreements entered into between the City and employees shall be through duly authorized representatives of the Union. Any other agreements shall be of no effect.

**4.4 TIMING OF REPRESENTATION**

The union shall represent a new employee having completed his sixtieth (60th) calendar day of service in the division; provided however, that the union shall not represent the employee in any issue pertaining to the acceptance or rejection of the employee during his one (1) year probationary period, nor shall it represent any employee classified as a Police Officer Trainee in any issue pertaining to the acceptance or rejection of said employee, nor shall the Union represent any new employee charged with a disciplinary infraction occurring prior to completing his sixtieth (60th) calendar day in service. The Union shall not represent any employee pertaining to the rejection of an employee after completion of his one (1) year probationary period, for a reason or reasons which arose during the probationary period, but which was not discovered until after completion of the probationary period.

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**Article 5 DUES DEDUCTIONS**

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**5.1 CITY TO DEDUCT DUES**

The City agrees to deduct regular Union membership dues once each month from the pay of any employee upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the City Finance Director by the Union Treasurer. Upon receipt of the proper authorization, the City will deduct Union dues the next payroll period in which Union dues are normally deducted following the pay period in which the authorization was received by the City. Payroll deduction authorization shall be on a form provided by the City.

**5.2 LIMITS OF CITY'S RESPONSIBILITY**

It is specifically agreed that, except as provided in Section 5.5 hereof, the City assumes no obligation, financial or otherwise, arising out of the provision of this Article 5 and the Union hereby agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings by any employee arising from deductions made by the City hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**5.3 TERMINATION OF CITY'S RESPONSIBILITIES**

The City shall be relieved from making such dues deductions upon the employee's:

- A. termination of employment; or
- B. transfer to a job other than one covered by the Bargaining Unit; or
- C. layoff from work; or
- D. an agreed leave of absence; or
- E. revocation of the dues deduction authorization in accordance with its terms or with applicable law.

**5.4 WAGE LIMITATION**

The City shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

**5.5 LIMITS ON CLAIMS FOR ERRORS**

It is agreed that neither the employees nor the Union shall have any claim against the City for errors in the processing of deductions unless a claim of error is made to the City, in writing, within ten (10) days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that Union dues will normally be deducted by deducting the proper amount. Payroll collection of dues shall be authorized for the Union only, and no other organization attempting to represent the employees.

## **5.6 REQUIREMENTS**

One (1) month advance notice must be given the City Finance Director prior to making any changes in an employee's dues deduction. The City agrees to furnish the Treasurer of the Union a warrant in the aggregate amount of the dues deductions.

## **5.7 COLLECTIONS AT TERMINATION OF CONTRACT**

All dues deductions, at the City's option, and, upon ten (10) days written notice by certified mail to the Union, may be canceled upon the terminating date of this agreement. All dues deductions for any month in which Union members individually or collectively engage in a work slowdown, strike, walkout, or any concerted effort to interfere with public service, may be canceled at the City's option upon twenty four (24) hours' notice to the Union.

## **5.8 FAIR SHARE FEES**

All employees who, sixty (60) days from date of hire, are not members in good standing of the Union shall pay a fair share fee to the Union as a condition of employment.

The fair share fee amount shall be an amount no more than the current Union dues and should adequately reflect only representational activities on the part of the Union.

The Union shall have a valid rebate procedure to refund nonmembers for any fair share fee used other than for representational purposes. Such fair share fee deductions shall be subject to and in accordance with all applicable Federal and State statutory and decisional law in effect at the date of this Agreement. The Union shall provide a copy of its internal rebate procedure and accompanying expenditure report thereof to the City on an annual basis.

The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein. Nothing in this Article shall be construed to require an employee to become or remain a member of the Union.

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## **Article 6 REPRESENTATION**

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### **6.1 UNION REPRESENTATIVES**

The Union shall submit in writing the names of its officers and representatives who are authorized to speak on behalf of the Union and/or represent employees. The City agrees to recognize as Union representatives:

- A. IUPA Representative; and,
- B. the local union president; and,
- C. three (3) other representatives selected by the Union.

The other representatives shall be authorized to represent employees through the first step of the grievance procedure. The IUPA Representative of the Union, or in his absence, the president or the president's designee, shall be authorized to represent employees in subsequent steps of the grievance procedure.

### **6.2 WRITTEN CERTIFICATION REQUIRED**

No one shall be permitted to function as a Union representative until the Union has presented the City with written certification of the person's selection.

### **6.3 ROSTER**

The Union shall provide the City with an official roster of all local Union officers and representatives which shall be kept current at all times and shall include the following:

- A. Name; and,
- B. Address; and,
- C. Home Telephone Number; and,
- D. Union Office Held.

### **6.4 PERMITTED ACTIVITIES DURING WORKING HOURS**

Upon notification to the Chief of Police, Lieutenant, or Acting Watch Commander of the City, one (1) local union representative will be permitted reasonable time during duty hours without loss of pay or benefits to investigate, process, and attend hearings or meetings on grievances. The representative shall be allowed reasonable time to investigate grievances and process grievances with the employee in such a way that will not unnecessarily interfere with police operations.

### **6.5 RULES ON ACTIVITIES**

Rules governing the activity of the Union representatives are as follows:

- A. The Union agrees that no official of the Union (employee or non-employee) shall interfere with, interrupt or disrupt the normal work duties of other employees or other City workers. The Union further agrees not to conduct any Union business during normal work time except to the extent authorized in Section 6.4 above and only after notifying the Watch Commander.

- B. Union officers and representatives shall cease unauthorized Union activities immediately upon the request of the supervisor the area in which Union activity is being conducted or upon the request of the Union representative's supervisor.
- C. Any employee found violating the provisions of this Article shall be subject to appropriate disciplinary action, including discharge. Any violation of the provisions of this Article by the Union or any representative thereof may result in suspension or revocation of its privileges as provided herein.

**6.6 ACCESS TO CITY FACILITIES**

Access to City work locations and the use of City paid time, facilities, equipment, and other resources by the Union and those representing the Union shall be authorized only to the extent provided for in this Agreement and/or rules, and shall not interfere with the efficiency, safety and/or security of the City's operations.

**6.7 USE OF CITY EQUIPMENT LIMITED PROHIBITION**

The use of City equipment, machines and property to aid in any manner the activities of the Union is prohibited unless specifically authorized by this Agreement and approved in advance by the Chief of Police. These restrictions include, but are not limited to, use of computers, typewriters, copying and duplicating machines, use of City paper, and the use of City vehicles.

**6.8 NEGOTIATIONS DURING REGULAR TOURS OF DUTY**

Union negotiating team members may negotiate provisions of the Agreement during their regularly scheduled tour of duty without loss of pay, provided negotiation meeting dates are by mutual agreement of the parties.



**Article 7 BULLETIN BOARDS**

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**7.1 GENERAL**

The City shall allow the placement of a bulletin board in an easily-accessible and agreed-upon location in the Police Department. Union notices relating to the following matters may be posted without the necessity of receiving the Chief of Police's prior approval:

- A. Union recreation and social affairs; and,
- B. Notice of Union meetings; and,
- C. Union appointments; and,
- D. Notice of Union elections; and,
- E. Results of Union elections; and,
- F. Reports of nonpolitical standing committees and independent nonpolitical arms of the Union; and,
- G. Nonpolitical publications, rulings or policies of the Union; and,
- H. Civil Service Board or Pension Board Publications.

**7.2 RESTRICTIONS ON USE**

All other notices of any kind not covered in A through H above must receive prior approval of the Chief of Police or his designated representative. It is also understood that no material may be posted on the Union bulletin boards at any time which contain the following:

- A. Personal attacks upon any employee or official of the City: or
- B. Scandalous, scurrilous or derogatory attacks upon any employee or official of the City: or
- C. Attacks on any other employee organization: or
- D. Attacks on or favorable comments regarding a candidate for public or Union office.

**Article 8 EMPLOYEE'S BILL OF RIGHTS**

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**8.1 GENERAL**

Employees shall be entitled to the following employee rights as they relate to non-criminal charges against an employee for violation of rules. An employee being investigated for possible criminal charges, shall be afforded the same constitutional rights as are required to be provided to any private citizen.

**8.2 EMPLOYEE RIGHTS**

- A. Any time the City Manager or his designee conducts a disciplinary hearing with an employee in which the disciplinary action anticipated is a suspension without pay, demotion, or dismissal the employee shall be notified of his right to have a Union representative present in accordance with the disciplinary procedures contained herein. In any disciplinary hearing each party shall have the right to question the other party's witnesses.
- B. Before an employee may be charged with any violation of the rules for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer questions, or participate in such investigation, may be made the basis of such a charge.
- C. Any interrogation, question or interview shall be conducted at a reasonable hour, preferably while the employee is working. Interrogation sessions shall be for reasonable periods of time, and time shall be allowed during the questioning for rest periods or for other physical necessities.
- D. The employee shall be informed of the nature of the investigation prior to any questioning.
- E. There shall be no press release by the City, the employee, or the Union regarding the employee under investigation until the investigation is completed and the employee is either cleared or charged.
- F. When an employee suspected of a violation of rules is being interrogated, such interrogation shall be recorded at the request of either party. The party requesting the recording shall be responsible for the cost unless both parties desire a copy, in which case the cost shall be equally shared.
- G. An employee who has been charged with a violation of any rules shall, upon request, be provided the opportunity to inspect and obtain copies at a reasonable cost, of transcripts, recordings, written statements and any other material as a condition to its use at a hearing on such charge. Such request must be made not less than twenty four (24) hours prior to the scheduled hearing time. However, the twenty four (24) hour provision may be waived by the City Manager in the event of extenuating circumstances.
- H. When an employee is to be interviewed in an investigation of any other employee, such interview shall be conducted in accordance with the procedure established herein.

- I. In the course of an Internal Affairs Investigation, a polygraph examination will be administered only with the consent of the employee under investigation, to the extent permitted by law. When an employee has been given a polygraph examination, such examination shall not be used in any subsequent criminal court action.
- J. Any employee brought before the Internal Affairs Unit or a person acting in the capacity of Internal Affairs in an investigation has the right, upon request, to have present a Union Representative. Any information divulged at said hearing shall remain confidential to the extent permitted by law.
- K. If the rights of the employee who is under investigation as provided herein have been violated, the violation shall be subject to the Grievance Procedure.

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**Article 9 GRIEVANCE PROCEDURE.**

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**9.1 DEFINITION AND LIMITATION**

The term "grievance" shall mean an allegation by an employee or the City that there has been a breach, violation, misinterpretation, or improper application of this agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this agreement nor those matters which are controlled by the provisions of Federal or State laws and/or by the United States or Ohio Constitutions.

**9.2 CIVIL SERVICE NOT APPLICABLE**

It is the intent of the City and the Union that this grievance procedure be the sole and exclusive grievance and appeal procedure for employees and any other grievance and appeal procedures which may exist outside the provisions of this Agreement under Civil Service or any other laws shall no longer be applicable for such purposes and are hereby waived, to the extent permitted by law.

**9.3 PROCEDURAL LIMITATIONS**

All grievances must be processed at the proper step in the progression in order to be considered at the subsequent steps.

The time limits provided for herein shall be strictly adhered to and any grievance not submitted or appealed within the specified time limits shall be deemed as invalid and void; provided however, that any grievance not answered by the City within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent of the parties.

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

**9.4 PROCEDURE**

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

Step 1:

In order for a grievance to receive consideration under this procedure, the grievant, with an appropriate Union Representative if the former desires, must identify the grievance to the shift commander, in writing, within ten (10) work days of the employee having, through the exercise of reasonable diligence, knowledge of the occurrence of the incident giving rise to the grievance. The shift commander shall investigate and provide an appropriate answer, after reviewing said grievance with the Chief of Police, within five (5) work days following the day on which the shift commander was presented the

grievance. (The shift commander shall be the next higher ranked employee on duty when the grievance occurred.)

Step 2:

If the grievance is not resolved in Step 1, the grievant, with an appropriate Union Representative if the former desires, within five (5) work days of the shift commander's response, may take up the grievance with the Chief of Police. The Chief of Police shall investigate and respond to the grievant and/or Union representative within five (5) work days after receiving the Step 1 reply. The Human Resource Department may become involved at this step.

Step 3:

If the grievance remains unsettled, it may be presented, by the grievant with an appropriate union representative if the former desires, within five (5) work days of the Chief of Police's response, to the City Manager. The City Manager shall schedule a meeting between the parties or respond in writing within five (5) work days. If a meeting is scheduled, the City Manager shall have five (5) work days following the meeting in which to respond.

Step 4:

Should any grievance remain unsettled after exhausting the aforementioned procedure, the City and/or the Union may request arbitration within ten (10) work days after failing to settle the grievance as outlined in Step 3. Any grievance not submitted to arbitration within such ten (10) work day time period shall be deemed settled on the basis of the last answer given by the City.

Within ten (10) work days following the request for arbitration, the City and the Union shall meet and attempt to mutually agree upon an arbitrator. In the event such an agreement is not reached, either party may request the Federal Mediation and Conciliation Service to submit a list of seven (7) qualified and impartial arbitrators affiliated with the National Academy of Arbitrators. Either party may request a second such list of arbitrators if the initial list is determined to be unsatisfactory.

The parties shall select a single arbitrator from such panel, via the alternate striking of names method. The party requesting arbitration shall be the first to strike and so on until only one (1) name remains who shall be the arbitrator.

**9.5 ARBITRATOR: METHODS AND LIMITS OF AUTHORITY**

The award of the arbitrator shall be reduced to writing. The arbitrator shall not be empowered to rule contrary to, to amend, add to, to modify, to change, or to eliminate any of the provisions of this Agreement. The arbitrator shall expressly confine himself to the precise issue submitted for arbitration and shall have no authority to make an award on any other issue not submitted to arbitration.

**9.6 RESERVED**

**9.7 DECISION FINAL AND BINDING**

The decision of the arbitrator shall be final and binding on the City, the employees, and the Union.

## **9.8 EXPENSES OF ARBITRATOR**

Expenses attendant to the services of the arbitrator shall be borne by the party losing the grievance. Arbitrator shall declare which side has prevailed for purposes of this section. In the event the arbitrator's award does not support either party's position in its entirety, the arbitrator's expenses shall be shared equally. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the expenses incurred by the other party.

## **9.9 INFORMATION REQUIRED IN GRIEVANCES**

All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed to by both parties:

- A. Aggrieved party's name and signature; and,
- B. Aggrieved party's classification; and,
- C. Date grievance was filed in writing; and,
- D. Date and time incident giving rise to grievance occurred; and,
- E. Where incident giving rise to grievance occurred; and,
- F. Description of incident giving rise to the grievance; and,
- G. Articles and sections of agreement violated; and,
- H. Description of actions that will resolve the grievance.

## **9.10 WHO MAY BRING GRIEVANCE**

A grievance may be brought by any employee. Where a group of employees desire to file a grievance involving a situation affecting each employee in the same manner, one (1) employee selected by such group may process the grievance as a class action grievance.

## **9.11 SCHEDULING OF GRIEVANCE HEARINGS**

A grievance hearing at Step 1 may be scheduled anytime during the shift but not later than one (1) hour before the end of the grievant's shift. Grievance hearings at Steps 2, 3, and 4 may be scheduled at the discretion of the Chief of Police or City Manager, whichever is applicable, taking into consideration the grievant's work shift and subsequent appropriate rest time.

## **9.12 WORK DAY**

"Work Day" shall consist of Monday through Friday, excluding Holidays.

**Article 10 RESIGNATION**

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**10.1 GENERAL**

Any employee whose removal from service is sought for any reason other than a criminal violation, may resign within thirty (30) days of the notice of termination from the City Manager or his designee. The employee's work record as it pertains to the resignation shall show only that he resigned of his own accord. Upon request, a copy of the work record shall be furnished to the employee.

If an arbitrator has been selected in accordance with this Agreement, and the employee resigns under the provisions of this Article, then the Union shall be responsible for all of the arbitrator's expenses.

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**Article 11 DISCIPLINARY PROCEDURES**

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**11.1 LIMITS ON SUSPENSIONS, DEMOTIONS OR DISMISSALS**

No employee shall be suspended, demoted or dismissed from duty without first being afforded the opportunity for a hearing before the City Manager or his designee as provided in Section 11.2, except where it is necessary to immediately relieve the employee from duty due to misconduct affecting the safety or welfare of the other employees, and/or the City/community-at-large.

When an employee has been relieved without a hearing, the employee shall be afforded a hearing within seventy-two (72) hours, excluding Saturdays, Sundays and holidays. The employee's pay status for the days which he was relieved from duty shall be determined at the hearing.

**11.2 PROCEDURE IN SERIOUS CASES**

When an employee is to be charged in a disciplinary hearing with a violation that is likely to result in the employee receiving a suspension, demotion or dismissal, the following shall apply:

- A. The employee shall be given a notice five (5) calendar days in advance of the disciplinary hearing and that notice shall advise the employee of the general nature of the suspected violation.
- B. The employee shall be advised in the notice of his right to be represented by a Union representative at such hearing.

Any suspension, demotion or dismissal may only be appealed through the grievance procedure as provided for in this Agreement.

**11.3 REPRIMANDS**

When it becomes necessary for a supervisor to reprimand an employee, it shall be done with discretion in a manner so as not to cause public embarrassment to the employee.

The supervisor shall provide the employee with a copy of any record or written reprimand entered in the employee's file. The employee shall acknowledge receipt of same by signing and dating the original copy of such record.



## **Article 12 PERSONAL SERVICE RECORDS**

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### **12.1 CLOSURE OF ITEMS RELATED TO DISCIPLINE**

Any employee shall be permitted to review his personal service records and may receive a copy of any item in his file at a nominal fee to cover the cost of duplication. The City shall not suffer a loss of the employee's services as a result of this activity. For the purpose of disciplinary action an employee's personal service record shall be marked closed in accordance with the following schedule:

- A. Any reprimand shall be closed from the record after one (1) year from the date of the reprimand.
- B. Any suspension of less than thirty (30) days shall be closed from the record after a period of two (2) years providing there is no intervening disciplinary action in the same category of offense during the two (2) year period. Reprimands shall not be used to extend the two (2) year period set forth herein. Any intervening suspensions will start a new two (2) year period from the date of the later suspension.
- C. Any suspension of thirty (30) days or more shall be closed from the record after a period of three (3) years providing there is no intervening disciplinary action in the same category of offense during the three (3) year period. Reprimands shall not be used to extend the three (3) year period set forth herein. Any intervening suspensions will start a new three (3) year period from the date of the later suspension.

### **12.2 PROMOTION**

Discipline shall not be considered for promotion, unless it occurred within the previous three (3) years.

**Article 13 WORK RULES**

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**13.1 CITY'S RIGHT TO PROMULGATE RULES**

The union recognizes that the City, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable rules consistent with conduct of the City's services and programs.

**13.2 RULES TO BE INTERPRETED UNIFORMLY**

Rules shall be interpreted and applied uniformly to all employees under similar circumstances.

**13.3 NOTIFICATION OF RULE CHANGES**

Copies of changes in existing rules or newly established rules shall be provided to the union seven (7) calendar days before they are to take effect except during emergency situations.

**13.4 COMPLAINTS OF NON-UNIFORM APPLICATION OF RULES**

Any complaint involving the uniform application of rules or any complaint involving a conflict between the terms of this agreement and rules may be resolved through the grievance procedure.

**13.5 EMPLOYEES TO OBSERVE RULES**

This article shall not be interpreted in any manner to relieve an employee of his responsibilities to follow the established rules necessary to preserve the good order and discipline of the division whether or not such rules have been reduced to writing. Employees shall have been informed of all written work rules in existence upon their becoming members of the bargaining unit.

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**Article 14 SENIORITY AND RELATED MATTERS**

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**14.1 COMPUTATION OF SENIORITY**

Except as otherwise specifically provided herein, Sergeants shall have seniority over any officer in the classification of Patrol Officer regardless of their date of hire. Seniority among Sergeants shall be computed on the basis of their date of promotion. In the event that two (2) or more Sergeants are promoted on the same date, said employees' seniority shall be computed on the basis of and in accordance with the last four (4) digits of their Social Security Number, with the higher number prevailing, etc.

Except as otherwise specifically provided herein, seniority among all other employees shall be computed on the basis of an employee's uninterrupted length of continuous service with the City. In the event that two (2) or more employees are hired on the same date, said employees' seniority shall be computed on the basis of and in accordance with the last four (4) digits of their Social Security Number, with the higher number prevailing, etc.

The City agrees to provide a seniority list on an annual basis which shall include the employee's name, date of employment and job title, commencing the execution date of this Agreement.

**14.2 PROBATIONARY POLICE OFFICER**

Upon successful completion of Basic Police School (currently OPOTA) training program as required by state law, a Probationary Police Officer shall begin their one (1) year probationary period. It is understood that, in addition to the one year probationary period, employees who are undergoing basic police school training will be on probationary status.

**14.3 DISPATCHER (FIELD TRAINING)**

A dispatcher's field training shall begin upon hire. It is understood that dispatchers on field training status will be paid the dispatcher training rate set forth in this agreement until completion of one (1) complete shift without the direct supervision of a full time dispatcher.

**14.4 PROBATIONARY PERIOD**

Newly appointed Police Officers and Dispatchers, shall serve a probationary period of one (1) year. They shall have no seniority during their probationary period, but upon completion of the probationary period, their seniority date shall be as of the original date of current appointment. Officers and Dispatchers who have worked one (1) year shall be known as permanent employees and the probationary period shall be considered as part of their seniority time for the purpose of determining their entitlement to all fringe benefits, and their continuous service date. Absence from work for any reason, shall not be included in calculating an employee's one (1) year probationary period.

**14.5 TIME SPENT ON AUTHORIZED UNPAID LEAVE OF ABSENCE**

Time spent on an authorized unpaid leave of absence is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor.

#### **14.6 TIME SPENT ON AUTHORIZED PAID LEAVE OF ABSENCE**

Any paid time off, to which an employee is entitled as a matter or right under and in accordance with the applicable provisions of this Agreement, shall be considered as time worked for the purposes of seniority, longevity, and other matters where tenure is a factor.

#### **14.7 TRANSFERS WITHIN DEPARTMENT**

If an employee applies for a transfer to another position within the Police Department, and such application is granted by the Chief of Police (i.e. Civilian to Police or Police to Civilian), the employee will retain his vacation selection seniority and his longevity, but will lose all other seniority rights and will be placed at the bottom of the seniority list.

In case of involuntary transfer to another Bargaining Unit position, the employee will retain all seniority rights and will retain his present vacation selection.

If a bargaining unit member is promoted to Sergeant, then the member's seniority and seniority rights shall be as defined herein. If a bargaining unit member is demoted from the position of Sergeant, his computation of seniority shall be from his date of hire with the Napoleon Police Department.

#### **14.8 EMPLOYEE SHIFT PREFERENCES**

Employees will be permitted to request shift preference on an annual basis. The Chief of Police will make an effort to accommodate such shift preferences based on rank (i.e. Sergeants first then Patrol Officers) and then by seniority within each rank, but shall retain the ultimate and sole discretion in the scheduling and assignment of such shifts in accordance with the provisions of Article 2 of this Agreement. Unless otherwise permitted by the Chief of Police, Sergeants will only bid for positions within their classification, but will retain first preference on days off within the shift. Nothing herein shall be construed or otherwise interpreted to preclude the Chief of Police from changing or otherwise altering employee shifts under this provision, excepting for reasons of discipline. Permanent shifts shall be posted by the first Monday of November each year.

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**Article 15 LAYOFF AND RECALL PROCEDURES**

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**15.1 GENERAL**

When the City determines that a reduction in work force or job abolishment is necessary, employees shall be laid off in accordance with the provisions of this Article.

**15.2 NOTIFICATION REQUIREMENTS**

In the event of a long term layoff, employees within the bargaining unit shall be notified ten (10) calendar days in advance of the effective date of the layoff. Employees will be notified of the City's decision to implement any short term layoff lasting seventy-two (72) hours or less as soon as possible.

**15.3 PRIORITY OF EMPLOYEES LAID OFF**

In the event of a layoff within the Patrol Officer or Dispatcher classification, whether long term or short term, employees within the bargaining unit will be laid off in accordance with their departmental seniority classification. In the event of a layoff within the Sergeant classification, employees will be laid off in accordance with their date of promotion. If a Sergeant is laid off, the employee will have the right to be reassigned to a Patrol Officer position and displace a less senior employee based on hire date into the Napoleon Police Department, at which time the employee shall be reassigned to a Patrol Officer position. The affected employee shall retain recall rights to the Sergeant position.

**15.4 NO NEW HIRE BEFORE RECALL**

No new employee may be hired in a classification within the bargaining unit while an employee in the same classification is on layoff, unless such laid off employee refuses a recall to the position to be filled or fails to respond to a recall notice in a timely manner.

**15.5 RECALL PERIOD**

Employees who are laid off are subject to recall from lay off for a period of two (2) years.

**15.6 PRIORITY OF RECALL**

A recall from lay off in the Patrol Officer and Dispatcher classifications shall be based on departmental seniority by job classification (last laid off, first recalled). Within the Sergeant classification, a recall from lay-off shall be based on the date of promotion to Sergeant. Notice of recall from a long term lay off shall be by certified or registered mail. The City shall be deemed to have fulfilled its obligations by mailing the recall notice to the last mailing address provided by the employee.

**15.7 RESPONSE TIME TO RECALL NOTICES**

In the case of long term lay off, the employee shall have ten (10) calendar days following the date of mailing the recall notice to notify the City of his intention to return to work, and shall have ten (10) calendar days following notification to the City of his intent to return to work in which to report for duty, unless a different day for returning to work is otherwise mutually agreed in writing.

**15.8 JOB CLASSIFICATION DEFINED**

For the purposes of this Article, the term "job classification" shall be defined as one (1) of the three (3) following bargaining unit employee groups: (1) Patrol Officers, (2) Dispatchers: and, (3) Sergeants.

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**Article 16 PROMOTIONS, ASSIGNMENTS AND TRANSFERS**

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**16.1 PROMOTIONS**

Promotions within the Police Department shall be in accordance with City Police Department promotional requirements, and as amended from time to time. A copy of the City Code which controls promotions is attached for reference purposes only as an Appendix to this Agreement.

**16.2 ASSIGNMENTS AND TRANSFERS**

The Chief of Police shall have exclusive control of the assignment and transfer of all employees.

In assigning or transferring employees to special positions, duties, or assignments, the Chief of Police will offer, to the extent possible, these positions, duties or assignments to all qualified personnel and the Chief of Police shall consider the following criteria in determining who shall serve in the available position, duty or assignment:

- A. Experience; and,
- B. Specialized Training; and,
- C. Job Evaluations; and,
- D. Seniority; and,
- E. Physical and Mental Capabilities; and,
- F. Rank; and,
- G. Impact of the assignment upon other operations of the Police Department.

The assignment shall be given to the employee who, at the sole discretion of the Chief of Police, best meets the above criteria.

**16.3 APPOINTMENTS**

The following appointments will be made by the Chief of Police and Section 16.2 shall not apply.

- A. TAC/LEADS (Terminal Agency Coordinator)
- B. Warrant Entry Team member

Any additional appointments not listed in this section shall be mutually agreed upon by the Union and the Chief of Police.

## **Article 17 LEAVES OF ABSENCE**

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### **17.1 GENERAL**

- A. Authorization of Leave - The authorization of a leave of absence without pay is a matter of administrative discretion. The City shall decide in each individual case if a leave of absence is to be granted, within the limitations of this Agreement.
- B. Sick Leave Credit and Vacation Credit - An employee on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence is to be counted in determining length of service for purpose of extended vacation eligibility and other purposes where seniority is a factor.
- C. Falsification of Leave - Any leave of absence obtained through false representation, deceit, or fraud shall be cause for immediate discharge. Leaves of absences will not be granted for the purpose of working elsewhere, which includes self-employment.
- D. Reinstatement from Leave - Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave is to be on a temporary basis.

### **17.2 MATERNITY LEAVE**

- A. Upon request to the City, an employee who becomes pregnant will be granted maternity leave of absence without pay. However, the employee may use any or all of her accrued sick leave (subject to the provisions of Article entitled "Sick Leave") and vacation leave for such purposes before being placed on maternity leave of absence. If any employee having an extended illness or injury exhausts all accumulated sick days, vacation days, and compensatory time, she may submit a written request to the City Manager for approval by City Council, for extended sick pay benefits. The employee's prior work record with regard to usage of sick days and his/her seniority, along with work evaluations, will be taken into account in determining eligibility for such extension and the duration of the extension, which shall not exceed fifteen (15) days. In the event the requested extension is denied, the employee shall be placed on disability separation, (leave of absence without pay.) If extended sick pay is approved, the employee will then carry a negative sick leave balance equal to the amount of days off. When the employee returns to work the negative balance shall be reduced by the sick leave accumulation earned by the employee. However, in the event the employee does not return to active duty or is permanently separated from employment with the City prior to such negative sick leave balance being repaid in full to the City, the employee shall be financially liable to the City for any such negative sick leave balance not so repaid.
- B. The beginning date of the total time of absence from work will be determined by the employee and may continue for a period of up to six (6) months maximum. The employee must notify her supervisor of the probable dates as far in advance as possible.
- C. The employee shall return to work as soon as is medically prudent following delivery.



- D. Should the maternity leave absence exceed six (6) months, the employee will be placed on a disability separation in accordance with the disability separation procedures.
- E. The leave will run concurrently with the Family Medical Leave Act.

### **17.3 MILITARY LEAVE**

- A. All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Naval Militia, or other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time not to exceed a total of thirty-one (31) days in any one (1) calendar year. If while on active duty the employee's total gross wages are less than what he earns in City employment, the City will pay the employee the salary difference. If while on active duty the employee's total gross military wages are equal to or greater than what he earns in gross wages through City Employment, the employee will not receive any salary reimbursement from the City.
- B. The employee is required to submit to his supervisor an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one (1) continuous period of time. The maximum number of hours for which payment may be made in any one (1) calendar year under this provision is one hundred seventy-six (176) hours. Compensation received for the above purposes, not to exceed one hundred seventy-six (176) hours, shall be submitted to the City Finance Director upon return from such duty, or as soon as possible. The City Finance Director will give the employee a receipt for the same.
- C. Employees who have worked for the City for at least thirty (30) calendar days will be granted a leave of absence without pay to be inducted or to otherwise enter military service. They are not paid for such leave unless they are members of reserve components as specified in Paragraph A.
- D. An appointment may be made to fill a vacancy created when an employee enters military service. However, if the person filling such a vacancy also enters military service he may be reinstated to the position after completion of service only if the first employee (the original incumbent) fails to apply for reinstatement within ninety (90) days of discharge or makes written waiver of all rights to the position.
- E. An employee who voluntarily re-enlists while on active duty or a commissioned officer who voluntarily enters into extended duty beyond that required upon accepting a commission, is not eligible for reinstatement.
- F. Employees who are members of the Ohio National Guard will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. This leave will cover the official period of the emergency.
- G. A veteran separated or discharged under honorable conditions must make application for re-employment to the former position within ninety (90) days from the date of

release from service, or within ninety (90) days after release from hospitalization due to in-service injury or illness which has not exceeded a period of more than one (1) year.

The following procedure will apply:

1. Reinstatement must be accomplished within thirty (30) days after application is received by the appointing authority; and,
2. A copy of a discharge or certificate of service must accompany all requests for reinstatement or reappointment; and,
3. Any change in classification or pay range which would have accrued to the position if the employee had been on the job shall apply.

#### **17.4 DISABILITY SEPARATION**

- A. If any employee having an extended illness or injury exhausts all accumulated sick days, vacation days, and compensatory time, he may submit a written request to the City Manager for approval by City Council for extended sick pay benefits. The employee's prior work record with regard to usage of sick days and his seniority, along with work evaluations, will be taken into account in determining eligibility for such extension, and the duration of the extension, which shall not exceed fifteen (15) days. In the event the requested extension is denied, the employee shall be placed on disability separation (leave of absence without pay). If extended sick pay is approved, the employee will then carry a negative sick leave balance equal to the amount of days off. When the employee returns to work the negative balance shall be reduced by the sick leave accumulation earned by the employee. However, in the event the employee does not return to active duty or is permanently separated from employment with the City prior to such negative sick leave balance being repaid in full to the City, the employee shall be financially liable to the City for any such negative sick leave balance not so repaid.
- B. When an employee has depleted all accrued leave and banked holidays, with the exception of compensatory time, and sick leave benefits have not been granted, the employee shall be placed on disability separation.
- C. An employee given disability separation shall have the right to reinstatement within twelve (12) months after having been given a disability separation to a position in the classification the employee held at time of separation. If the classification the employee held at time of separation no longer exists or no longer is utilized by the City, the employee shall be placed in a similar classification. If no similar classification exists, the employee may be laid off.
- D. Any appointment to a position vacated by disability separation will be on a temporary basis, and the person accepting such position must be made aware of its temporary nature.
- E. Should an employee returning from disability separation be reinstated to another position, the position held by the employee temporarily assigned shall be permanently filled in accordance with provisions of this Agreement. The temporarily assigned

employee shall be considered, in line with seniority, for all vacancies for which he otherwise qualifies.

### **17.5 REQUEST FOR REINSTATEMENT-MEDICAL DOCUMENTATION**

An employee requesting reinstatement from a disability separation shall be eligible for reinstatement after presenting the City an application for reinstatement, at least fourteen (14) days in advance of the date the employee wishes to be reinstated, with medical documentation evidencing the following:

- A. that a physician has reviewed the essential functions of the job; and,
- B. that the employee is able to perform the essential functions of the job with or without reasonable accommodation; and,
- C. that if the employee requires reasonable accommodation, exactly what the accommodation shall be; and,
- D. that the employee does not pose a direct threat to health or safety of the employee or others.

The cost of providing this medical documentation shall be borne by the employee.

The City shall, upon written request of the employee seeking reinstatement, provide to the employee a detailed list of the essential functions of the job.

The examination must be job and condition related only and will not necessarily be a full physical examination.

The employee shall not be required to disclose the existence or the severity of any disability(ies) he may suffer from. However, if the employee is seeking reasonable accommodation for a disability, he shall identify the accommodation needed in his application for reinstatement.

The City reserves the right to determine the reasonableness of any special accommodation sought, and the right to deny reinstatement if the City determines that the accommodation is unreasonable.

Failure to disclose any accommodation needed for a disability in the application for reinstatement shall be grounds for disciplinary action, including dismissal.

### **17.6 MEDICAL EXAMINATION BY CITY**

Within seven (7) days of receipt of a complete application for reinstatement, the City shall do one of two (2) things:

- A. Reinstatement the employee to his position, as set forth above in this Article; or
- B. Advise the employee in writing that an additional examination is required.

This additional examination prior to returning to service shall be used to determine:

- 1. if the employee is able to perform the essential functions of the job with or without reasonable accommodation; and,
- 2. if the employee requires reasonable accommodation, exactly what the accommodation shall be; and,

3. if the employee poses a direct threat to health or safety of the employee or others; and,
4. if after the employee has exhausted all paid benefits and the employee's doctor clears the employee to return to duty and the employer wishes further medical review, the employee will be placed on extended sick pay benefits as described in Section 17.4.

The cost of providing this additional examination shall be borne by the City. The City shall provide to its physician and to the employee a detailed list of the essential functions of the job.

The examination must be job and condition related only, and will not necessarily be a full physical examination.

The employee shall not be required to disclose the existence or the severity of any disability(ies) he may suffer from. However, if the employee is seeking reasonable accommodation for a disability, he shall identify the accommodation needed to the City's physician.

If the employee is found to be able to perform the essential functions of the job without special accommodation, the physician shall report this to the City and the employee shall be reinstated to his position within seven (7) days of the receipt of the physician's report by the City.

If the employee is found to be able to perform the essential functions of the job but only with the use of special accommodations, the physician shall report this to the City and shall indicate exactly what special accommodations are required. The City shall then determine whether the accommodations are reasonable and shall:

- A. Reinstatement the employee to his position, as set forth above in this Article; or,
- B. Advise the employee in writing that he shall not be reinstated.

If the employee is found to be unable to perform the essential functions of the job with or without special accommodation, the physician shall report this to the City and the City shall advise the employee in writing that he shall not be reinstated.

#### **17.7 FAILURE TO BE REINSTATED**

An employee who fails to apply for reinstatement or is not found to be fit for reinstatement after proper application and examination shall be ineligible for reinstatement and shall be deemed as permanently separated from service as of the date on which the employee was given a disability separation.

#### **17.8 APPEALS ON FAILURE TO REINSTATE**

If an employee is not reinstated pursuant to the procedures outlined above, he may appeal in writing to the City within (10) ten days of receiving notice from the City that he is not to be reinstated.

The following procedures shall then apply. The City and Union shall jointly ask their respective physicians to select a neutral, third licensed medical doctor to examine the employee. This additional examination shall be used to determine:

- A. if the employee is able to perform the essential functions of the job with or without reasonable accommodation; and,
- B. if the employee requires reasonable accommodation, exactly what the accommodation shall be; and,
- C. if the employee poses a direct threat to health or safety of the employee or others.

The cost of providing this additional examination shall be borne by the party against whom the medical doctor rules, and shall include any fees charged by the original two (2) physicians in setting up this third medical review.

The City shall provide the medical doctor and the Union a detailed list of the essential functions of the job.

The examination must be job and condition related only, and will not necessarily be a full physical examination.

The employee shall not be required to disclose the existence or the severity of any disability(ies) he may suffer from. However, if the employee is seeking reasonable accommodation for a disability, he shall identify the accommodation needed to the medical doctor.

If the employee is found to be able to perform the essential functions of the job without special accommodation the medical doctor shall report this to the City, and the employee shall be reinstated to his position within seven (7) days of the receipt of the medical doctor's report by the City, and the Union shall be determined to be the prevailing party for purposes of determining who shall pay the medical doctor's and physicians' fees.

If the employee is found to be able to perform the essential functions of the job but only with the use of special accommodations, the medical doctor shall report this to the City, and shall indicate exactly what special accommodations are required. Each party shall share equally in the medical doctor's fees and shall bear the cost of their own physician's fees. The City shall then determine whether the accommodations are reasonable and shall either:

- 1. Reinstatement the employee to his position, as set forth above in this Article; or
- 2. Advise the employee in writing that he shall not be reinstated.

If the employee is found to be unable to perform the essential functions of the job with or without special accommodation the medical doctor shall report this to the City, and the City shall advise the employee in writing that he shall not be reinstated. The City shall be determined to be the prevailing party and the Union shall pay the cost of the medical doctor's and physicians' fees.

Prior to being examined by the City's physician, and by the third medical doctor, the employee shall sign a release form authorizing the relevant medical doctor or physician to release his opinion as required under these procedures.

If, at any stage in this process, the City determines that the cost of accommodating an employee's disability is unreasonable, the employee may appeal this determination through the grievance procedure.

#### **17.9 NOTICE OF PROCEDURES FOR REINSTATEMENT**

The parties to this Agreement shall use their best efforts to notify the employee, at the time disability separation is granted, of the required procedures for proper reinstatement.

#### **17.10 ABUSE OF DISABILITY SEPARATION**

An act of an employee, who has been given a disability separation, which is determined by the City Manager to be inconsistent with the employee's disabling illness or injury, may render the employee ineligible for reinstatement.

#### **17.11 COURT LEAVE DURING REGULARLY SCHEDULED WORK HOURS**

- A. Except as provided in Subsection E of this Section, court leave with pay will be granted to a full time employee who is summoned and required to appear for any court or jury duty by the United States, the State of Ohio or a political subdivision. Except as provided in Subsection E of this Section, court leave with pay will be granted to any employee subpoenaed and required to appear as a plaintiff, witness, or defendant in any criminal or civil matter, related to City business so long as the action in controversy is not a controversy between the City and the employee so appearing.
- B. Employees shall honor any subpoena issued to them, including those for Worker's Compensation, Unemployment Compensation, Personnel Board of Review, and Napoleon City Civil Service Commission hearings.
- C. Employees are expected to report for work if, after court or jury duty responsibilities are met, two (2) hours or more of the employee's regularly scheduled shift remains.
- D. All moneys received as compensation, unless court or jury duty was served totally outside of regular working hours, shall be turned over to the City.
- E. Employees will not be entitled to court leave when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters. These absences would be leave without pay or vacation or may be charged to the employee's other accumulated compensable time.

#### **17.12 PERSONAL LEAVE**

Any personal leave of absence requested must be submitted to the Chief of Police and approved by the City Manager or his designated representative at least three (3) working days prior to the start of such leave. Personal leaves of absences shall be without pay and fringe benefits. Personal leave of absence, if approved, shall not exceed thirty (30) day intervals, and shall be granted or denied at the discretion of the City Manager or his designated representative.

#### **17.13 TRAUMA LEAVE**

Any time any Police Officer, while acting in an official capacity, has to administer deadly force resulting in death or permanent disfigurement or disability to a person, or witnesses the death or permanent disfigurement or disability of a fellow Officer by the use of deadly force, or witnesses the death of another due to the application of deadly force by

an Officer, the Officer shall receive the necessary time off to relieve the stress which has resulted from said incident. The duration of the time off shall meet with the approval of the Chief of Police. The Officer shall continue to receive his normal rate of pay for these days and they shall not be charged against his sick time. Prior to his return to work, the Officer shall undergo an examination, at City expense, by a physician chosen by the City to determine said Officer's capability to return to duty. Such paid trauma leave shall not exceed thirty (30) days. Any additional leave needed by the Officer, and certified as necessary by the City's physician, may be taken using accumulated leave, or may be treated as a disability leave should these other alternatives be exhausted.

***Article 18* FAMILY AND MEDICAL LEAVE**

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**18.1 GENERAL**

Employee leave(s) under this provision shall be in accordance with the Federal Family and Medical Leave Act, as amended from time to time and as specifically provided for under the Family and Medical Leave Act Policy currently in effect for all City employees, incorporated into this Agreement by reference thereto.



***Article 19* OTHER EMPLOYMENT**

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**19.1 GENERAL**

No employee shall accept outside employment that interferes with the employee's performance of his duties or responsibilities in his position with the Police Department or compromises the employee's position with the Police Department through a conflict of interest.

**Article 20 SAFETY AND WELFARE**

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**20.1 SAFETY POLICY**

The City shall make reasonable provisions for the safety, health and welfare of its employees. The union agrees to work cooperatively in maintaining safety in the Police Department.

**20.2 SAFE EQUIPMENT**

The City will furnish and will maintain in good working condition, within the limits of its financial capability, the necessary tools, facilities, vehicles, supplies and equipment required for employees to safely carry out their duties. Employees are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for tools, facilities, vehicles, supplies, and equipment provided by the City. The City may require an employee to restore any item habitually lost or damaged due to the employee's recklessness. Willful destruction of any tools, clothing, vehicles, facilities, supplies or equipment shall be grounds for disciplinary action which may lead to suspension, demotion or dismissal from service and shall entitle the City to recover from the employee the cost of the item(s) so willfully destroyed.

**20.3 PRIORITY ITEMS**

Equipment paramount to safety, including but not limited to, radios, weapons, ammunition, and accompanying leather gear, will take priority over all non-safety oriented equipment.

**20.4 MINIMUM STAFFING**

It being a legitimate safety concern of the bargaining unit, the Citizens of Napoleon and the City of Napoleon, it is hereby stated that at no time, under circumstances other than a bona fide emergency shall there be less than two (2) Full time, regular uniformed, Patrol Officers on duty at any time. For purposes of this section, the Chief of Police and Administrative Supervisor will not count towards the minimum staffing requirement.

In this regard, in the event that the City implements a reduction in force pursuant to Article 15 of this agreement, this Section 20.4 may be re-opened for negotiations by either party. Said negotiations will be strictly limited to the minimum staffing set forth in this Section 20.4. Said negotiations shall be governed by the dispute resolution procedures set forth at Ohio Revised Code Section 4117.14 as they apply to safety forces.

**Article 21 LABOR MANAGEMENT CONFERENCE**

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**21.1 GENERAL**

In the interest of effective communications either party may at any time request a Labor-Management Conference. Such request shall be made in writing and be presented to the other party five (5) work days in advance of the requested meeting date. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. A Labor-Management Conference shall be scheduled within ten (10) work days of the date requested, unless mutually agreed otherwise by the parties.

The provisions of this Section may be revised and/or otherwise altered only by mutual consent of the parties.

**21.2 PURPOSE OF MEETING**

The purpose of such meeting shall be limited to:

- A. Discuss the administration of this Agreement; and,
- B. Notify the union of changes made by the City which affect employees; and,
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties; and
- D. Disseminate general information of interest to the parties; and
- E. Give the Union representative the opportunity to share the view of the employees and/or make suggestions on subjects of interest to the employees; and,
- F. Discuss ways to increase productivity and improve efficiency; and,
- G. Consider and discuss health and safety matters relating to employees.

**21.3 NUMBER OF ATTENDEES**

There shall be no more than five (5) nor less than two (2) representatives for each party in attendance at the Labor Management Conference.

**21.4 LIMITS OF PURPOSES OF MEETINGS**

Such conferences are not intended to be negotiation sessions to effect changes in the Agreement, nor is either party obligated to act upon any issue raised at such conferences.

**Article 22 UNEMPLOYMENT COMPENSATION**

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**22.1 GENERAL**

Employees shall be provided unemployment compensation coverage to the extent required by law.

**Article 23 PENSION FUNDS**

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**23.1 GENERAL**

Employees shall be provided coverage under the Police and Firemen's Disability and Pension Fund or the Public Employees Retirement System, whichever applies, as required by law.

**Article 24 SEVERANCE PAY**

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**24.1 GENERAL**

Upon retirement, death, resignation, or termination, employees shall be paid for all accumulated but unpaid vacation, holidays, regular pay, overtime pay, compensatory time, educational benefit on a pro-rata basis and longevity pay on a pro-rata basis due and owed to them as of their last date of employment. In case of death, the above payments shall be made to the employee's estate or designated survivor.

**Article 25 HOURS OF WORK FOR EMPLOYEES**

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**25.1 GENERAL**

Except in case of necessary appearances in court, emergency special duty assignments and out-of-town schools, a day's work shall consist of eight (8) continuous hours with a thirty (30) minute lunch period, and a week's work shall consist of forty (40) hours. Travel time to and from an out-of-town school will be considered time worked.

The work week is considered to be from Monday to Monday at 0700 hours.

Employees will be scheduled a minimum of forty (40) hours per week. Hours of work will include any approved paid time off. Employees will normally work a five (5)-on, two (2)-off schedule. Any deviation from this weekly schedule other than during "monthly" shift changes, will be allowed only with a minimum of five (5) days' notice from the earliest schedule change and with authorization by the Chief of Police. This Section does not affect approved days off traded according to Article 31.

If an employee is scheduled to work ten (10) or more straight days then administration will discuss options for alternate regular days off. This section does not apply to employees volunteering for overtime.

Bargaining unit members subject to changes in regular 8 hour shifts initiated by the employer shall be notified by Schedule Anywhere software at least seventy two (72) hours prior to the effective date of the changes. The union agrees to waive the provisions of this Article during the time of a bona fide emergency. In addition, a bargaining unit member may voluntarily choose to waive the seventy-two (72) hour notice provision set forth herein. The Chief of Police will document all such voluntary waivers.

Schedule changes from four (4) to seven (7) days from scheduled shifts will receive an electronic message via Schedule Anywhere software, of said changes. Schedule changes from zero (0) days to three (3) days will use the normal "call-in" procedure. No written notice other than the Call In memo needs done.

Should Schedule Anywhere software no longer be available, the parties will meet to discuss new form of notification.

## **Article 26 OVERTIME**

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### **26.1 GENERAL**

All work performed in excess of the regular eight (8) hour work day, or regular forty (40) hour work week, shall be overtime and shall be compensated at the rate of one and one half (1-1/2) times the employee's regular rate of pay, except in cases where the employee is required to double back when changing shifts, in which case the employee who may be required to report back on the same day is not entitled to overtime pay for such doubling back. When an employee is required to report back to work at a time not contiguous to his regular scheduled eight (8) hour workday, thus necessitating additional travel to and from work, he shall be guaranteed a minimum of three (3) hours pay at the overtime rate. In any event, there shall be a minimum of eight hours between two regularly scheduled shifts.

### **26.2 SCHEDULED OVERTIME**

In the event it becomes necessary to schedule overtime to fill a regular scheduled shift the available hours will be posted for at least seventy-two (72) hours. The available hours will be offered in four (4) hour blocks when possible. Overtime will be assigned by seniority to qualified persons who sign up that are in the classification where the time is needed. Overtime is limited to four (4) hours if adjacent to a scheduled eight (8) hour shift.

In the event the time needed to be filled is not signed up for it may be offered to qualified persons outside the classification. In the event the time remains unfilled after being offered outside the classification, the time will be assigned to the qualified least senior persons on the shifts adjacent to the time needed filled. However, viable options in lieu of a sixteen (16) hour shift may be considered by the Chief of Police.

In the event a person is available to sign up for eight (8) hours of the available time they shall be assigned the time over all others who sign up for less than eight (8) hours. Overtime sign-up is limited so that a person will work no more than thirteen (13) consecutive days, subject to annual review. There will be twelve (12) consecutive hours off prior to and after working a scheduled twelve (12) hour shift, unless the employee opts to decline the twelve (12) hours off prior to or after a twelve (12) hour shift. Less than 12 hours off before or after a 12-hour shift as a result of a call-in, as outlined in section 26.3, will not be considered a violation of this section. In the event that there is a violation of this section, it will be brought to the attention of the Chief of Police or his designee forty-eight (48) hours prior to the beginning of the scheduled twelve (12) hours shift. If after the forty-eight (48) hour notice has been given and an acceptable remedy has not been reached, then the effected employee will be granted four (4) hours of comp time in addition to the time worked. Any time a bargaining unit member is forced to work in excess of thirteen (13) consecutive hours, all time worked in excess of thirteen (13) consecutive hours shall be paid at the rate of two (2) times the employees regular rate of pay. Available overtime may be offered to qualified persons outside the classification prior to mandating the time to members of the classification in which the time is needed



### **26.3 CALL IN PROCEDURE**

In the event it becomes necessary to call in personnel to fill a regular scheduled shift, the available hours will be offered in four (4) hour blocks, where possible. The first four (4) hours will be offered by seniority to those within the classification on the shifts adjacent to those four (4) hours. The second four (4) hours will be offered by seniority to those on the shifts within the classification adjacent to those four (4) hours.

In the event the shift remains unfilled the time will be offered by seniority to those on scheduled days off.

Those who are on regular scheduled days off may elect to work more than four (4) hours if agreeable with any other who has a right to the available time or who has been assigned the time.

In the event the time remains unfilled, the time will be assigned by seniority within the classification (lowest) to those on the shifts adjacent to each four (4) hours. However, viable options in lieu of a sixteen (16) hour shift may be considered by the Chief of Police. Available overtime may be offered to qualified persons outside the classification prior to mandating the time to members of the classification in which the time is needed.

After having worked eight (8) hours in a twenty-four (24) hour period, a bargaining unit member may request permission to leave early. Such permission may be granted by the Chief of Police or his designee.

### **26.4 OFFICERS WORKING DISPATCH OVERTIME**

#### Section A

Officers who are qualified as set forth by the Chief of Police may sign up for dispatch overtime under the following rules:

1. An officer wanting to work dispatch will do so only on a voluntary basis.
2. If more than one officer signs up for posted overtime, or desires to work call in overtime, it will be assigned/offered by officer seniority.
3. Any officer working dispatch will receive his/her normal rate of pay at time and half. If it falls on a holiday, then holiday rates apply.

#### Section B

Officers who are certified, as determined by the Chief of Police, shall be offered dispatch overtime in the event the scheduled dispatcher does not report for duty. The following rules will apply to the overtime coverage:

1. All criteria in Section A must be met.
2. The procedures in Section 26.3 of the City of Napoleon and N.P.O.A. Agreement shall be followed.

## **26.5 OUTSIDE CLASSIFICATION**

For the purpose of this Article, Outside Classification means the following:

1. Outside Classification for Patrol Officer is limited to Patrol Officer/Detective;
2. Outside Classification for Patrol Officer/Detective is limited to Patrol Officer;
3. Outside Classification for Dispatcher is limited to Patrol Officer/Detective or Patrol Officer.

**Article 27 COURT APPEARANCE TIME**

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**27.1 GENERAL**

Notwithstanding Section 17.11, employees who are required to make court appearance related to their duties as a Police Officer, at a time not contiguous to the beginning or end of their shift, shall be paid for a minimum of three (3) hours at time and one-half (1½) their regular hourly rate per non-contiguous required court appearances. In the event the employee is held beyond the guaranteed minimum three (3) hour period, he shall be compensated at time and one-half (1½) to the nearest quarter (¼) hour for the period of time his presence is required by the court. Employees are limited to a maximum of two (2) occurrences, three (3) hours each, not contiguous to their shift on any one (1) given day. Should a third non-contiguous Court Appearance be required in the same day, the employee shall be paid at their regular overtime rate in quarterly increments. In the event the Officer is working the 11:00 p.m. to 7:00 a.m., or 7:00 p.m.-3:00 a.m. shift and spends more than five (5) hours of actual time in court, he shall not be required to report to work if scheduled for that same day. However, the time will be charged against his sick leave and he must notify the watch commander.

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**Article 28 COMPENSATORY TIME**

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**28.1 GENERAL**

Employees shall have the option of overtime pay or compensatory time off in lieu of overtime pay for hours worked in an overtime status, subject to the provisions of this Article.

**28.2 SUBMISSION IN WRITING**

All requests for credit of compensatory time must be submitted in writing during the pay period in which the overtime was worked. Such request shall show the date and time when compensatory time was earned, the case upon which such time was spent, and a brief description of the activity.

**28.3 RATE OF CREDIT OF COMPENSATORY TIME**

Compensatory time shall be credited at the rate of one and one-half (1-1/2) hours of compensatory time for each hour of authorized overtime worked.

**28.4 RULES**

Compensatory time off shall be subject to advance approval by the employee's supervisor. Not less than one (1) hour of compensatory time shall be taken on any one day. Compensatory time can be accumulated up to one hundred (100) compensatory hours.

**28.5 ADVANCE APPROVAL REQUIRED**

No compensatory time will be credited unless the overtime hours worked are authorized in advance by the appropriate supervisor. Employees shall not be eligible for compensatory time credit for any hours for which they were otherwise compensated.

**28.6 CONVERSION TO OVERTIME PAY**

An employee shall be permitted to transform accumulated compensatory hours into overtime payment. Except in cases of employee termination, such payment shall be made to the employee on the next pay cycle following notice to the Payroll Department.

**Article 29 MISCELLANEOUS PROVISIONS**

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**29.1 RESIDENCY REQUIREMENTS**

All employees are required to live within Henry County or within any county that is contiguous with Henry County such as Defiance, Fulton, Putnam, Williams, Hancock, Lucas and Wood Counties.

**29.2 DISCOUNTED ADMISSION FEES**

Each employee and members of his immediate family, shall be admitted to all City recreation programs and activities, and shall be entitled to purchase memberships at the Swimming Pool, for one-half (1/2) of the amount which otherwise would be charged for the program, activity or membership. However, this benefit shall not apply to daily admission to the Municipal Swimming Pool.

For the purposes of this Section, the term "immediate family" shall mean the employee's spouse, minor children and minor stepchildren.

**29.3 MISCELLANEOUS DEDUCTIONS**

The City shall continue to make deductions as requested by employees for Deferred Compensation, Credit Union and United Way, to the extent these programs continue to be made available to all other City employees.

**Article 30 ACTING TIME**

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**30.1 PAY RATE**

When the City determines it necessary to temporarily assign an employee to work in a higher rank, said employee shall be eligible to receive a rate of pay Two Dollars and fifty cents \$2.50 per hour above that which they usually receive. Acting time shall be paid for the actual number of hours worked in the higher classification.

**30.2 PREFERENCE FOR ACTING TIME**

- A. The employee who is the most senior on the current promotional eligibility list, in the next lower rank, shall be assigned as the acting supervisor. The promotional eligibility list shall expire after five (5) years from the date the list is certified.
- B. If there is no employee on the current promotional eligibility list working the affected shift, the Chief of Police or his designee shall appoint the acting supervisor.
- C. If the preceding requirements of A and B above are not met, the employee on the affected shift who has the most seniority in the next lower rank shall be assigned as the acting supervisor.

**30.3 REQUIRED DUTIES**

The employee must be assigned to and must perform functions that are normally performed by the higher classification replaced in order to receive compensation for that time period in accordance with the following.

If an infraction of the Department's Rules and Regulations occurs while an employee acting as a higher authority is in charge, which may require disciplinary action, the employee acting as a higher authority shall:

- A. Inform the involved employee of the specific nature of the infraction; and,
- B. Forward a complete report to the shift Lieutenant; and,
- C. Take whatever action is necessary to correct and/or relieve the situation at that time.

Any disciplinary action as a result of such employee infractions shall be imposed only by and at the discretion of the shift Lieutenant or such other higher authority. If an infraction occurs while an employee acting as a higher authority is in charge, which necessitates that an employee be relieved from duty due to gross misconduct affecting the safety and welfare of the City, other employees, or other City workers, or the community at large, the employee acting as a higher authority will relieve the employee from duty immediately, contact the shift Lieutenant and/or the Chief of Police, and shall prepare and forward copies of a complete report of the incident to the shift Lieutenant and the Chief of Police.

**Article 31 TRADE DAYS OFF OR SHIFTS**

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**31.1 GENERAL**

Employees may be allowed to trade days or shifts off with other qualified employees when such trade does not interfere with the operations of the department or create any additional cost to the City.

All requests to trade days or shifts off shall be subject to the advance approval of the Chief of Police or his designee. The Chief of Police shall establish the method and procedures for requesting and recording the exchange of days or shifts off.<sup>1</sup>

**31.2 EFFECT ON SICK LEAVE**

Employees shall not be eligible to receive sick leave for any day which they are scheduled to work in the exchange of days or shifts off.

**31.3 RULES REGARDING TRADING OF DAYS OR SHIFTS OFF**

The following rules shall prevail for trading days or shifts off:

- A. There shall be no trades involving more than two (2) employees; and,
- B. All trades shall have the approval of the Chief of Police, or his designate; and,
- C. Officers may trade only with another Officer; and,
- D. Two (2) consecutive days in the same week, and,
- E. Trades may not be used to permanently change shifts or subvert the shift bidding seniority process.

**Article 32 HOLIDAYS**

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**32.1 ELIGIBILITY**

To become eligible for holiday pay, an employee must work the full last scheduled work day prior to, and the full next scheduled work day after, each of the holidays listed unless the employee was unable to work because of bona fide illness or injury.

**32.2 EFFECTS ON VACATIONS AND DAYS OFF**

When a Statutory holiday falls within an eligible employee's approved vacation period, he shall be entitled to holiday pay in addition to his vacation pay. The employee may elect to receive the pay or bank the holiday. Employees who work on any of the holidays listed shall receive eight (8) hours holiday pay plus one and one half (1-1/2) times their regular rate of pay for all time worked. They shall have the option of taking another day off at a future date so specified by him and approved by the Chief of Police or his designee in lieu of receiving the eight hours holiday pay.

All hours worked in excess of eight (8) hours on any of the holidays listed shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay plus one (1) hour of compensatory time for each such hour worked, notwithstanding Article 26.

When one of the holidays falls on a scheduled day off, the employee may elect to receive the pay or to bank the holiday. As a third option, and if approved in advance by the Chief of Police, the employee may elect to take the day off immediately preceding the holiday.

**32.3 OBSERVANCE DAYS**

The observance of the holiday shall be on the day of such holiday.

**32.4 SCHEDULE OF OBSERVED HOLIDAYS**

The following are the paid holidays observed:

New Year's Day	Labor Day	Christmas Day
Good Friday	Thanksgiving Day	
Memorial Day (Monday)	Day After Thanksgiving	
July Fourth	Christmas Eve	

**32.5 FAILURE TO WORK ON HOLIDAY**

Employees who are scheduled to work on a designated holiday and do not report for work on the holiday shall not be entitled to holiday pay unless their reason for not reporting would ordinarily be acceptable under the sick leave provisions of this agreement.

**32.6 PERSONAL HOLIDAYS**

Each employee shall be entitled to four (4) personal holidays to be taken on any work day chosen by the employee and approved in advance by the Chief of Police or his designee. Personal holidays must be taken prior to the last day of the last complete pay period of the calendar year or they will be lost and cannot be accumulated.



If an employee is under restriction the last quarter, more than 50% of the time, and has made reasonable efforts throughout the year to utilize their personal holidays then, at the Chief of Police's discretion, may allow one day paid out and one day carried over if used within 60 days. If the one day carried over is not used in the first 60 days the employee will lose said day.

**32.7 CONVERSION OF BANKED HOLIDAYS**

Any holidays banked under Section 32.2 and 32.6 above shall be taken prior to the last day of the last complete pay period in November, or they will be converted to eight (8) hours cash payment on the first pay of December, with the exception of Thanksgiving, which may be carried over into the following year.

**32.8 HOLIDAY DURING SCHEDULED VACATION**

Application for time off on a Holiday will be considered if the Holiday falls on any one of the (5) five consecutive approved vacation days. Patrol officer(s) assigned to be Detective(s), upon timely submission of an "Employee Application for Leave" form, and with normal approval by the Chief of Police or his designee, may be approved for time off on the Holiday without the (5) five vacation day requirement. This exemption does not apply to a patrol officer given temporary Special Assignment that permits working in plain clothes. The Detective(s) may submit the actual Holiday being requested although it has not been earned at the time of application, or may submit Compensatory Time, another Holiday, Vacation, or a Personal Day in the place of application for the actual Holiday being taken, or may choose to work the Holiday.

**Article 33 VACATIONS AND LOCK-IN TIME**

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**33.1 VACATION ENTITLEMENT SCHEDULE**

With the exception of employees appointed by the City of Napoleon as Patrol Officer who possess certification from Basic Police School (OPOTA or equivalent) and whose last position held with the employee's last employer was a law enforcement position or a Dispatcher whose last position held with the employee's last employer was for a safety service agency as determined by the Chief of Police, employees are entitled to vacation with pay after one (1) year continuous service with the City. The amount of vacation leave to which an employee is entitled is based upon length of service as follows:

<b>1 YEAR BUT LESS THAN 6 YEARS</b>	<b>2 WEEKS (80 HOURS)</b>
<b>6 YEARS BUT LESS THAN 12 YEARS</b>	<b>3 WEEKS (120 HOURS)</b>
<b>12 YEARS AND OVER 160 HOURS</b>	<b>4 WEEKS (160 HOURS)</b>

Employees appointed by the City of Napoleon as full-time Patrol Officer who possess certification from Basic Police School (OPOTA or equivalent) and whose last position held with the employee's last employer was a law enforcement position or a Dispatcher whose last position held with the employee's last employer was for a safety service agency as determined by the Chief of Police shall be credited with their full years of service in the last law enforcement or dispatcher position with the employee's last employer for calculation of vacation accrual purposes. Such service with the previous employer will not be used in the calculation of seniority for vacation scheduling.

Employees appointed by the City of Napoleon as full-time Patrol Officer who possess certification from Basic Police School (OPOTA or equivalent) and whose last position held with the employee's last employer was a law enforcement position or a Dispatcher whose last position held with the employee's last employer was for a safety services agency as determined by the Chief of Police shall be credited with two weeks (80 hours) of vacation on date of hire.

**33.2 VACATION EARNINGS RATE**

Vacation is earned each biweekly pay period at the following rates:

- A. For those entitled to 80 hours annual vacation @ 3.077 hours per pay period.
- B. For those entitled to 120 hours annual vacation @ 4.616 hours per pay period.
- C. For those entitled to 160 hours annual vacation @ 6.154 hours per pay period.

**33.3 CONVERSION OF FOURTH VACATION WEEK**

The employee eligible for four (4) weeks' vacation may have the option of receiving the fourth week as forty (40) hours base pay in lieu of vacation.

**33.4 SCHEDULING OF VACATIONS - GENERAL**

By seniority, employees shall select their accrued vacation periods in five (5) day, (40 hour) blocks by November 25<sup>th</sup> of each year. After the five (5) day lock-in vacation periods are selected and posted, employees, by seniority, may then lock-in other actual

accrued time off (in eight (8) hour increments) by December 15<sup>th</sup>. All other days, once the schedule for the following year has been posted, that have not been locked in pursuant to the previous procedure shall be subject to scheduling pursuant to Article 34.1 for the following year. The schedule shall be posted within 14 calendar days after December 15<sup>th</sup>. Such lock-in time must have been accrued when applied for and remain in reserve until used or employees may be subject to discipline. Personal days and vacation days (for after the employee's anniversary date) are exempted from the accrual requirement for the application process. The maximum amount of compensatory days that may be locked in shall be seven (7) days, (56 hours). The lock-in period is for the following defined calendar year. The calendar year shall be from January 15 to January 14.

In the event an employee chooses to cancel any vacation period, he shall do so no later than thirty-five (35) days prior to the starting date of the scheduled vacation. Upon receipt of a timely scheduled vacation cancellation, the Chief of Police or designee shall cause the posting of the vacated vacation period for five (5) days. During the said five (5) day period, employees may bid, by seniority, on the posted vacation period. The Chief of Police shall then have forty-eight (48) hours to post and notify the most senior employee who shall be awarded the said vacation period

Cancellation of other vacation time shall be subject to Article 48, Waiver in Case of Emergency.

To maintain the integrity of the seniority system, employees may not trade vacation days. If an employee's work assignment, shift or rank changes voluntarily after selections of such time-off periods, he shall re-select the affected days off.

All vacations not applied for following the aforementioned guidelines shall follow the steps in Article 34.

A bargaining unit member shall be permitted to cancel any single day of scheduled, paid time off (Comp Time, Holiday Time, Vacation Time, Personal Time) by submitting, in writing a request that the scheduled, paid day off be cancelled, to the appropriate scheduling authority, at least seven (7) days prior to said day off. To prevent abuse, this will be limited to three (3) occurrences per calendar year. The use of these occurrences shall be tracked in a manner deemed appropriate by the Chief of Police or his designee.

### **33.5 VACATIONS TO BE TAKEN DURING YEAR AFTER EARNED**

Generally vacation leave shall be taken by an employee between the year in which it is accrued and the next anniversary date of employment. The City may permit an employee to accumulate vacation from year to year. This accumulation of vacation time must be approved in advance by the City Manager.

### **33.6 FULL TIME REQUIREMENT FOR ELIGIBILITY FOR VACATION**

Only full time employees will earn or be granted vacation leave.

### **33.7 WHEN EARNED**

Vacation leave is earned while on vacation, sick leave, or compensated time, but is not earned while performing overtime.

**Article 34 APPLICATIONS FOR TIME OFF**

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**34.1 SCHEDULING OF TIME OFF**

The following guidelines will be followed when applying for and authorizing time off (Article 33, Section 33.4 excepted). Vacation, Holidays, Personal Days, and Compensatory Time are considered time off. Any and all combinations of the above may be used when applying for time off.

There is no minimum requirement for emergency time off or scheduled sick leave.

Priority for time off shall be determined on a “first request submitted” basis. Employees must submit applications no later than 7:00 a.m., seven (7) days prior to the date requested. If such applications for time off are submitted on the same date, seniority shall prevail.

i.e. if September 8 (Monday) is requested off, it must be submitted before 0700 hours on September 1 (Monday).

Exceptions to minimum notice may be permitted if no schedule change is needed to accommodate such exceptions, or for exceptional circumstances subject to the approval of the Chief of Police.

Authorization of time off is subject to available personnel, police activity, and the recognized City objective of minimizing overtime.

**34.2 DISPATCHERS DISCRETIONARY TIME OFF THAT OVERLAPS OTHER DISPATCHER’S TIME OFF. (ODDO DAY)**

Upon application, and with the proper notice of time outlined in Article 34 “APPLICATION FOR TIME OFF” of the NPOA contract, one additional Dispatcher, on a given day, may be allowed to take discretionary time off while one other Dispatcher is on time off. This Overlap Discretionary Day Off (ODDO) day may be split up and taken in no less than one hour blocks. The maximum time in one calendar year of ODDO will be limited to twenty-four (24) hours. Approval of this time is contingent on, but not limited to, manpower levels and department operations. Ultimate approval will be granted by the Chief of Police or his designee by seniority.

**Article 35 SICK LEAVE**

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**35.1 CREDITING OF SICK LEAVE**

Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacation, overtime and sick leave up to a maximum yearly accumulation of one hundred twenty (120) hours, but not during an unpaid leave of absence, suspension, or layoff. Unused sick leave shall accumulate without limit.

**35.2 RETENTION OF SICK LEAVE**

An employee hired after the effective date of this Agreement who transfers from a public agency shall retain credit for any sick leave earned at that agency, so long as he is employed by the City, except that deduction shall be made for any payment or credit given by the previous agency in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his credit upon his re-employment in the City provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service.

Sick leave transferred in from another public agency may be used only to extend sick leave coverage while in the employment of the City, and only after all sick leave earned at the City has been exhausted.

Sick leave transferred in from another public agency may not be used in computing sick leave conversion for retirement or additional vacation leave purposes.

**35.3 EXPIRATION OF SICK LEAVE**

If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability separation or a personal leave in accordance with this Agreement.

**35.4 CHARGING OF SICK LEAVE**

Sick leave shall be charged in minimum units of a quarter (.25) hour. An employee shall be charged for such leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

**35.5 USES OF SICK LEAVE**

Sick leave shall be granted to an employee only upon approval of the City and for the following reasons:

- A. Illness or injury of the employee or a member of his immediate family; or,
- B. Medical examination or treatment of employee or a member of his immediate family which requires the employee, and which cannot be scheduled during non-working hours. The employee shall be required to produce satisfactory documentation that the examination or treatment could not be scheduled during non-working hours. If a member of the immediate family is afflicted with a contagious disease or requires the

care and attendance of the employee or when, through exposure to a contagious disease the presence of the employee at his job would jeopardize the health of others;  
or,

C. Pregnancy and/or childbirth and other conditions related thereto.

For the purpose of this Section, immediate family shall include the employee's father, mother, spouse, domestic partner, child, or stepchild in the employee's residence. The immediate family illness provision shall be for a limited period of time (not to exceed three (3) days) to enable the employee to secure other arrangements for the care of the member of his or her immediate family, except as may be approved by the City Manager in unusual and exceptional circumstances.

**35.6 EVIDENCE REQUIRED FOR SICK LEAVE USAGE**

Any employee requesting sick leave shall be required to furnish a satisfactory written signed statement to justify the use of sick leave.

If medical attention is required, a certificate from a physician shall be required to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate may be grounds for disciplinary action, including dismissal.

**35.7 NOTIFICATION BY EMPLOYEE**

When an employee is unable to report to work, he shall notify his immediate supervisor, or other designated person, one (1) hour before the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible, or other arrangements have been made in advance with the supervisor.

**35.8 ABUSE OF SICK LEAVE**

Employees failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in denial of pay to cover the time in question and may result in disciplinary action up to and including dismissal. If pay has been granted for sick leave for which the employee was not entitled, the City shall have the right to recover from the employee any money wrongly paid.

Sick pay shall not be paid to any employee as a result of any action within the control of the employee such as intentional self-inflicted wounds, use of drugs, or alcoholic beverages, while committing a felony, or other criminal action. This provision shall not apply to sick leave used for the purposes of bona fide drug treatment, alcohol treatment or mental health treatment programs.

**35.9 PHYSICIAN STATEMENT**

Employees on sick leave on more than two (2) consecutive working days may be required to furnish a certificate from a physician notifying the City that the employee is unable to perform the job, and shall present a like certificate from a physician upon the employee's return to work indicating the employee's fitness and ability to perform his essential job functions.

Employees may be required to furnish a certificate from a physician for any illness if the City has reasonable suspicion that sick leave abuse is occurring or will occur.

Where sick leave is requested to care for a member of the immediate family, the City may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

### **35.10 PHYSICAL EXAMINATION**

The City may require an employee to take an examination, conducted by a physician, to determine the employee's physical or mental capability to perform the job. If determined incapable of doing so as a result of such examination, the employee may be placed on paid leave of absence, unpaid leave of absence, or disability separation. The cost of such examination shall be paid by the City. Further appeal of the determination shall follow the procedure outlined in Article 17.

### **35.11 RETIREMENT SICK LEAVE CONVERSION**

Except as provided in Section 35.2 of this agreement, any bargaining unit employee who retires after ten (10) years of continuous service with the City or who dies in service after five (5) years of continuous service with the City shall be compensated for accumulated, but unused sick leave at the time of retirement or death in the form of a lump sum payment in the following manner:

A. One (1) day's pay for every four (4) days of accumulated but unused sick leave.

An employee's "daily base rate" or "day's pay" shall be figured by dividing the employee's annual base rate at the time of retirement by 2080 hours and multiplying that base hourly rate figure by eight (8) hours.

The death benefit payment shall be made to the beneficiary designated by the employee in writing on a form provided by the City. In the event that there is no such valid designation, the payment shall be made to the employee's estate upon application of the legal representative thereof.

### **35.12 SICK LEAVE CONVERSION TO VACATION HOURS**

An employee with a sick leave balance in excess of nine hundred sixty (960) hours may use a portion of such excess sick leave as vacation time or have the option to pay out, by converting three (3) sick leave days for each one (1) day of vacation time. An employee may convert up to a maximum of fifteen (15) such excess sick leave days (equaling five (5) converted vacation days) per calendar year. However, such conversion shall not be permitted if payment of overtime to another employee becomes necessary as a result unless authorized by the Chief of Police.

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**Article 36 BEREAVEMENT LEAVE**

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**36.1 GENERAL**

An employee shall be granted a leave of absence with pay to attend the funeral of a member of his immediate family. Such leave of absence will be granted between the day of death until and including the day of the funeral, not to exceed three (3) calendar days and shall not be charged against the employee's accumulated sick leave.

**36.2 NOTIFICATION REQUIREMENTS**

The employee must notify his supervisor of the purpose of his absence not later than one (1) hour prior to his scheduled starting time on the employee's first day of such absence from scheduled duty. The employee may be asked to provide to the Chief of Police verification of the death, relationship, and funeral date.

**36.3 IMMEDIATE FAMILY DEFINED**

Immediate family shall be defined as the employee's grandparents, brother, sister, father, father-in-law, mother, mother-in-law, spouse, , child, stepchild, grandchild, or legal guardian or other person who stands in place of a parent.

**36.4 LEAVE FOR OTHER FAMILY FUNERALS**

An employee shall be granted a one (1) day leave of absence with pay to attend the funeral of the employee's spouse's brother, sister grandparent(s) or the employee's son-in-law, daughter-in-law, aunt or uncle, niece or nephew subject to the provisions of Section 36.2 of this Article.

**36.5 DISCRETIONARY ADDITIONAL BEREAVEMENT LEAVE**

Additional leave may be granted, at the discretion of the Chief of Police, for travel or such other related purposes, with such additional leave days being deducted from the employee's accumulated sick leave balance at the rate of one (1) accumulated sick leave day deducted for each one (1) day of sick leave used.

**36.6 OTHER RELATIVES**

In the event of the death of any other relative of an employee, the employee shall, upon request, be excused without pay for one (1) day to attend the funeral. In lieu of excused without pay, the employee may use an unused personal day.



**Article 37 INJURY LEAVE**

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**37.1 PROCEDURE AFTER INJURY**

Any employee who suffers an injury received in the course of and arising out of his employment or who contracts an occupational disease in the course of his employment and is determined to be temporarily totally disabled by the Ohio Bureau of Workers' Compensation as a result of such injury or occupational disease, shall be entitled to injury leave, according to the following plan:

Employee reports injury to their supervisor within twenty-four (24) hours. Employee seeks medical treatment from Henry County Hospital or a medical provider certified with the Ohio Bureau of Workers' Compensation. Employee completes all necessary paperwork i.e. First Report of Injury (FROI-1).

**A. Wage Continuation**

If it is determined that the injury requires the employee to be off work, Wage Continuation (regular wages) shall be granted by the Department of Human Resources for up to ninety (90) calendar days. An injured employee may request wage continuation for more than ninety (90) calendar days by making a request to the City Manager. The City Manager will not unreasonably deny such a request. Wage Continuation qualifications are as follows:

The injury or illness must be determined to be compensable by the City of Napoleon, or in the case of dispute, the Ohio Industrial Commission. In no event will compensation commence before all initial paperwork is completed and filed with the appropriate agency(ies).

Competent medical proof of disability must be provided via Form C-84 or Physician's Update and Physical Capabilities form. The attending physician must complete the form in its entirety and affix his/her original signature to the form. Copies are unacceptable.

The employee must complete a FROI-1 (First Report of Injury) application and sign a wage agreement, medical release and an election form.

The City of Napoleon reserves the right to have the employee examined by a physician of its choice at the City of Napoleon's cost to confirm the medical diagnosis and/or the period of disability. Failure to submit to examination will result in termination of wage continuation benefits.

Wage continuation benefits will be paid only for those periods of lost time that otherwise would qualify the employee for receipt of workers' compensation lost time benefits, subject to the following limitations:

1. Attending physician releases employee to return to work.
2. Employee returns to work for another employer. Employee fails to return to a transitional "limited duty" assignment consistent with his/her medical restrictions as approved by the injured workers' treating physician.

3. Employee fails to appear for employer-sponsored medical examination.
4. Employee has reached maximum recovery and/or the condition has become permanent.
5. The claim is found to be fraudulent after payment has been commenced.
6. The injured worker attempts to collect both wage continuation and temporary total compensation.
7. Employment termination or suspension without pay.

At the expiration of the Wage Continuation, if the employee is still unable to work, the employee may elect to apply for Temporary Total Disability payments from the Ohio Bureau of Workers' Compensation or use accumulated sick or other accrued time.

Employee whose injury has been determined to be temporarily totally disabled by the Ohio Bureau of Workers' Compensation will continue to be covered by the City's Health Plan for up to one (1) year.

Employees approved injury time shall be counted concurrently with the FMLA.

#### B. Transitional Work Program

The employee may be able to return to work under the City's Transitional Work Program. This program works to minimize the impact of an injury, illness, or disability on an employee's capacity to work safely and productively, as well as to serve as a benefit to protect the employability of workers with restrictions; moreover, it's a program that involves an early intervention process requiring the timely utilization of internal and external services and interventions. The program focuses on early return to work strategies designed to control lost time and disability costs and requires joint employee and management involvement, support and accountability. Specific policies and procedures related to this program have been adopted by City Council. The union shall be given notice of any proposed changes in the aforementioned policies and procedures and the city shall bargain with the union over proposed changes upon the union's timely request.

At the conclusion of a twelve (12) month period, the employee shall either return to work, if determined to be able to perform the job, or shall be separated from City service, and may only be reinstated in accordance with Section 37.2 below.

**37.2 REINSTATEMENT AFTER INJURY OR AFTER SEPARATION DUE TO INJURY**

An employee who is absent due to Injury Leave as defined in Section 37.1 above, or who has been separated from service due to injury or physical disability incurred in the performance of duty, may be reinstated only through the application for reinstatement after disability procedure outlined in the Article entitled "Leaves of Absence", provided that such application shall be filed not later than the earliest of the following:

- A. Twenty-four (24) months after the injury occurred; or,
- B. Twelve (12) months after separation from service under the provisions of Section 37.1 of this Article; or,
- C. The date of service eligibility retirement.

**37.3 PAYMENT OF ACCUMULATED SICK LEAVE**

Any employee who is permanently separated from City service due to a service related disability compensated by the Ohio Bureau of Workers Compensation or the Police and Firefighter Disability Pension Fund, as a result of a bodily injury received in the line of duty, shall receive a lump sum payment for one half (1/2) of his accumulated but unused sick leave. The designated beneficiary of any employee who dies as a proximate result of such an injury shall receive payment for the full balance of the accumulated but unused sick leave.

***Article 38* TRAVEL ALLOWANCE**

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**38.1 MILEAGE ALLOWANCE**

Any employee requested by the City to use his private vehicle in the course of his employment shall receive a mileage allowance in accordance with the policy then in effect for all City employees, incorporated into this Agreement by reference thereto.

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**Article 39 UNIFORMS AND EQUIPMENT**

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**39.1 GENERAL**

The City shall provide, at its cost, an adequate supply of uniforms to meet the needs and requirements of the positions of patrol officer and dispatcher.

**39.2 DRY CLEANING**

Dry cleaning and repair of police officers uniforms will be provided by the City. Repair of dispatchers uniforms will be provided by the City.

**39.3 PLAIN CLOTHES ALLOWANCE**

A clothing allowance up to Six Hundred Dollars (\$600.00) per fiscal year shall be reimbursed to any Police Officer assigned to plain clothes duty on a regular basis (Refer to Section 16.2). Newly assigned plain clothes Officers may exceed this amount within the first six (6) months, up to an additional Four Hundred Dollars (\$400.00).

Upon submission of receipts to the Chief of Police, the officer will be reimbursed.

These amounts will be pro-rated, \$50.00 every 30 days of service, for employees temporarily assigned to plain clothes duty. An employee that is temporarily assigned to the Detective Bureau will receive a reimbursement for clothing of \$50.00 for every thirty (30) days of service in the Bureau to a maximum of \$600.00 per calendar year. Refer to Section 47.2.

**39.4 SCHEDULE OF UNIFORM COMPONENTS**

Uniforms and components thereof shall be provided by the city at no cost to bargaining unit employees.

An equipment/uniform allowance up to three hundred dollars (\$300.00) per fiscal year, shall be reimbursed to any Patrol Officer with the submission of a receipt. Said allowance shall be used to purchase shoes/boots and other non-durable items, with the approval of the Chief of Police. Dispatchers to receive one hundred dollars (\$100.00) boot or shoe allowance per the life of the contract.

**39.5 PERSONAL EQUIPMENT**

Personally owned equipment may be used by employees only upon approval of the Chief of Police. This approval is subject to review at any time.

Personally owned equipment approved by the Chief of Police that is of the type issued by the department and is damaged or destroyed in the line of duty will be replaced or repaired, in whole or in part as follows:

**IF DESTROYED**

1. A replacement that is of the type that is currently issued to an employee will be offered by the department or; the item shall be replaced.
2. The cash value of a replacement that is of the item will be provided by the department as reimbursement to the employee upon proof of purchase of a replacement of equal or greater value of the destroyed item.

3. Replacement value will be reimbursed for an approved item that is of lesser value than the item normally issued to the employee. Proof of purchase must be provided for the replacement item prior to the department's reimbursement.

**IF DAMAGED**

1. Repair cost(s) will be covered by the police department. Repair cost(s) shall not exceed the current replacement costs of the departmental issued item.

For the purpose of this Section, the foregoing provisions do not include uniform components.

**39.6 SIDE ARMS**

Side arms used on-duty or as an off-duty weapon, shall be subject to the approval of the Chief of Police. Police Officers will qualify with on and off-duty weapons as deemed necessary by the Range Officer. Permitted side arms will be subject to the approval procedure outlined in the Napoleon Police Department Policy and Procedures Manual incorporated into this agreement by reference thereto.

## **Article 40 EDUCATIONAL BENEFITS**

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### **40.1 GENERAL**

All employees of the Police Department who have completed their third (3rd) year of consecutive service shall be eligible to receive, in addition to base pay, annual compensation for college degrees as described in Section 40.2.

### **40.2 COMPENSATION FOR EARNED CREDIT HOURS**

Compensation shall be paid at the rate of Three Hundred Dollars (\$300.00) per year for a completed accredited associate's degree in police science or related field as approved by the Education Accreditation Committee. Compensation shall be paid at the rate of Five Hundred Dollars (\$500.00) per year for a completed accredited bachelor's degree or higher in police science or related field as approved by the Education Accreditation Committee. This compensation applies to those individuals in Section 40.1 above covered under this agreement. The Education Accreditation Committee will consist of the City Manager and Chief of Police, and two (2) union members who are not the subject(s) of the issue being heard. This compensation is limited to one (1) degree only (highest degree obtained). The compensation is to be paid as a lump sum during the first pay period of December of each year. Any change from police officer to dispatcher or dispatcher to police officer shall require a review by the Education Accreditation Committee.

### **40.3 TRAINING AND EDUCATION**

- A. Each Police Officer Trainee shall attend an accredited basic police school program in accordance with state law. The City shall pay necessary expenses including tuition and text books. Lodging, meals, and mileage shall be paid for out-of-town schooling with approval of the Chief of Police.
- B. These courses (in accordance with A above) shall be completed within the employee's first (1st) year. Notwithstanding Section 4.3 of this Agreement, a reimbursement contract shall be signed by the new employee, which shall provide for reimbursement of all tuition fees, incidental expenses and travel related expense, should the trainee fail to pass the basic training program through inattention, carelessness or other improper behavior.
- C. Each employee, subject to the approval of the Chief of Police may be required to attend schooling, certification or recertification programs deemed necessary to maintain the present level of services provided by the City Police Department. The City shall pay necessary expenses including tuition and text books. Lodging, meals and mileage shall be paid for out-of-town schooling subject to the express written approval of the Chief of Police. Any overtime requests must have the advance written approval of the City Manager.
- D. Additional Education. Employees shall be eligible to receive an amount not to exceed One Thousand Five Hundred Dollars (\$1,500.00)/year as reimbursement for costs of college, correspondence or other courses that benefit the City, or such costs of said college, correspondence or other courses that benefit the City not to exceed

- the same amount may be paid directly to the person or firm conducting same, subject to the express written approval of the Chief of Police, and subject to its being taken on other than City time or at City expense. Application for such costs reimbursements must be submitted by the employee to the City Manager for approval or disapproval prior to the beginning of said schooling. Such application shall include all relevant dates for said schooling, a description of the schooling to be taken, and the relationship of the schooling to the employee's job. If approved, said costs reimbursement will be made following the employee's submission of, both, expense receipts and documentation to the City Manager verifying that the employee has successfully completed and passed the schooling taken. In the event said schooling costs are paid in advance and directly to the person or firm conducting same and the employee should fail to successfully complete and pass said schooling, the City shall be reimbursed by the employee for all such schooling costs. The employee shall be permitted to keep all text books upon successfully completing and passing said schooling.
- E. The City will provide up to twenty-four (24) hours annual State mandated training required by the State of Ohio for Police Officers. Eight (8) hours minimum annual for elective dispatch training.
- F. When it becomes necessary for a bargaining unit member to travel outside the City of Napoleon for schooling and/or training as approved by the Chief of Police or his designee, and said schooling and/or training is set at a location one hundred (100) or more air miles from the Napoleon Police Department and scheduled to begin at or prior to 1000 hours, said bargaining unit member shall be provided with lodging of sufficient safety and comfort the night prior to said schooling and/or training.

#### **40.4 LABOR MANAGEMENT COURSES**

Appropriate paid leave for time off, not to exceed seven (7) days aggregate, shall be granted for employees to use anytime during the year for the purpose of attending educational programs related to Labor-Management when deemed to be in the best interest of both parties; however, it shall require the express written approval of the City Manager.



***Article 41* FALSE ARREST INSURANCE**

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**41.1 GENERAL**

The City shall provide False Arrest Insurance coverage for all Police Officers covered by this Agreement (see Exhibit B).

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**Article 42 LIFE AND HEALTH INSURANCE**

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**42.1 LIFE INSURANCE**

A death benefit in the amount of Thirty Thousand Dollars (\$30,000) shall be paid in accordance with the policy to the designated beneficiary of an employee upon the employee's death, providing such death occurs after the employee has completed thirty (30) days from the date of employment and the first of the month thereafter. Each employee shall furnish the City with a beneficiary designation. In the event the employee has failed to designate a beneficiary then the benefit shall be made to his estate, upon the application of the employee's legal representative. The City will provide a Certificate of Insurance to each employee.

**42.2 HOSPITAL AND MEDICAL BENEFITS**

The City shall provide group health insurance coverage for each employee as determined by the City of Napoleon's Health Care Cost Committee, in accordance with Exhibit C, the by-laws of the committee.

**42.3 LEAVES OF ABSENCE - CONTINUATION OF PREMIUMS**

Upon the written request of an employee on leave of absence, the City will continue the employee's coverage under the Group Life, and Health Insurance plans, and the City will pay its share of the premiums for such plans in accordance with the provisions of Sections 42.1 and 42.2 of this Article for a maximum of thirty (30) days. On the first day of the month following the commencement of the employee's leave of absence, the employee will then and thereafter be solely responsible for the payment of all subsequent such premiums.

Where a conflict may exist between the provisions of this section and the Family Medical Leave Act (FMLA), the FMLA shall prevail.

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**Article 43 RETIREMENT CONTRIBUTION PICK-UP**

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**43.1 SALARY REDUCTION METHOD**

Subject to the approval of the I.R.S., the City agrees to maintain the current designated pickup plan for the employee's contributions to the Police and Firemen's Disability and Pension Fund of Ohio and/or the Public Employee's Retirement System as appropriate. The plan will use the salary reduction method of deducting the employees' contributions from the employees' gross wages to arrive at an adjusted gross wage for tax purposes. As a condition of maintaining said plan, all employees shall be required to participate in any such pickup plan.

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**Article 44 LONGEVITY PAY PLAN**

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**44.1 SCHEDULE OF LONGEVITY PAYMENTS**

Annual longevity payments shall be made during the first pay period of December of each year, in accordance with the longevity pay plan, to all employees who shall have completed at least five (5) years of continuous service and who shall be in the employ of the City as of November 30th of the year in which the longevity payment is made.

Annual longevity payments shall be based on the years of service of the employee and the amount of payment shall be in accordance with the following:

	<u>Dispatchers</u>	<u>Police</u>
A. After five (5) years of service .....	\$ 480.00	\$ 600.00
B. After seven (7) years of service .....	\$ 720.00	\$ 900.00
C. After nine (9) years of service .....	\$ 960.00	\$1,200.00
D. After eleven (11) years of service ....	\$1,200.00	\$1,500.00
E. After thirteen (13) years of service ...	\$1,440.00	\$1,800.00
F. After fifteen (15) years of service .....	\$1,680.00	\$2,100.00
G. After seventeen (17) years of service	\$1,920.00	\$2,400.00
H. After nineteen (19) years of service ..	\$2,160.00	\$2,700.00
I. After twenty-one (21) years of service	\$2,400.00	\$3,000.00

**44.2 EFFECTIVE DATE**

This schedule is effective November 30, 2010.

**44.3 LONGEVITY FREEZE**

All new hire employees that are hired after December 31, 2007 will be exempt from any longevity payments as set forth above. All longevity for current employees will be frozen at the level they would receive in 2008. Any employee hired prior to January 1, 2008 who will obtain their first longevity step during the term of this contract will be frozen at the first level (or 5 year level.)

**Article 45 WAGES**

**45.1 PAY STEPS**

All pay steps shall be as set forth below:

Effective the first pay period of 2020, all pay steps shall be increased by two and a quarter percent (2.25%) and the F Step shall receive an additional one percent (1%) increase as follows:

	<b>A</b> 0-1 Yr	<b>A</b> Annual	<b>B</b> 2-3 Yr	<b>B</b> Annual	<b>C</b> 3-4 Yr	<b>C</b> Annual	<b>D</b> 4-5 Yr	<b>D</b> Annual	<b>E</b> 5-6 Yr	<b>E</b> Annual	<b>F</b> 6-7 Yr	<b>F</b> Annual
Dispatcher Field Training	14.48	30118.40										
Dispatcher	16.58 8	34486.40	17.79	37003.20	19.05	39624.00	20.38	42390.40	21.61	44948.80	22.91	47652.80
Patrol Officer Academy	14.92	31033.60										
Patrol Officer	19.91	41412.80	21.32	44345.60	22.84	47507.20	24.51	50980.80	25.99	54059.20	27.55	57304.00

Effective the first pay period of 2021, all pay steps shall be increased by two and a quarter percent (2.25%) and the F Step shall receive an additional one percent (1%) as follows:

	<b>A</b> 0-1 Yr	<b>A</b> Annual	<b>B</b> 2-3 Yr	<b>B</b> Annual	<b>C</b> 3-4 Yr	<b>C</b> Annual	<b>D</b> 4-5 Yr	<b>D</b> Annual	<b>E</b> 5-6 Yr	<b>E</b> Annual	<b>F</b> 6-7 Yr	<b>F</b> Annual
Dispatcher Field Training	14.80	30784.00										
Dispatcher	16.95	35256.00	18.19	37835.20	19.48	40518.40	20.84	43347.20	22.10	45968.00	23.65	49192.00
Patrol Officer Academy	15.26	31740.80										
Patrol Officer	20.36	42348.80	21.80	45344.00	23.35	48568.00	25.06	52124.80	26.57	55265.60	28.45	59176.00

Effective the first pay period of 2022, all pay steps shall be increased by two and a quarter percent (2.25%) and the F Step shall receive an additional one quarter percent (0.25%) as follows:

	<b>A</b> 0-1 Yr	<b>A</b> Annual	<b>B</b> 2-3 Yr	<b>B</b> Annual	<b>C</b> 3-4 Yr	<b>C</b> Annual	<b>D</b> 4-5 Yr	<b>D</b> Annual	<b>E</b> 5-6 Yr	<b>E</b> Annual	<b>F</b> 6-7 Yr	<b>F</b> Annual
Dispatcher Field Training	15.13	31470.40										
Dispatcher	17.33	36046.40	18.60	38688.00	19.92	41433.60	21.31	44324.80	22.60	47008.00	24.24	50419.20
Patrol Officer Academy	15.60	32448.00										
Patrol Officer	20.82	43305.60	22.29	46363.20	23.88	49670.40	25.62	53289.60	27.17	56513.60	29.16	60652.80

(Annual rates represent 2,080 hours in active pay status.)

For the purposes of this Section, Detective shall be included within the classification of Patrol Officer.

Sergeants will be paid 10% above Patrol Officer Step F the first year of appointment and will be paid 15% above Patrol Officer Step F the second year of appointment and each year after.

Employees appointed as Patrol Officer who do not possess certification from Basic Police School (OPOTA or equivalent) will be paid at Patrol Officer Academy Step A.

Employees newly appointed as Patrol Officer who possess certification from Basic Police School (OPOTA or equivalent) and whose last position held with the employee's last employer was not a low enforcement position will be paid at Patrol Officer Step A.

Employees newly appointed as Dispatcher and whose last position held with the employee's last employer was not a Dispatcher for a safety service agency as determined by the Chief of Police will be paid at Dispatcher Step A.

Employees newly appointed as Patrol Officer who possess certification from Basic Police School (OPOTA or equivalent) and whose last position held with the employee's last employer was a law enforcement position will be credited with the employee's full years of service in the last position held with the employee's last employer in addition to their service with the City of Napoleon, Ohio for the purposes of determining pay (e.g., If employee's last position before accepting employment with the City was deputy sheriff and the employee served in that position for a full three (3) years, the employee would be paid at Patrol Officer Step C at the time of appointment. When that employee's combined full years of service as deputy sheriff and full years as a City of Napoleon Patrol Officer equals four (4) years, the employee will be paid at Patrol Officer Step D, etc.).

Employees newly appointed as Dispatcher and whose last position held with the employee's last employer was a Dispatcher for a safety service agency as determined by

the Chief of Police will be credited with the employee's full years of service in the last position held with the employee's last employer in addition to their service with the City of Napoleon, Ohio for the purposes of determining pay.

#### **45.2 PROGRESSION IN STEPS**

On each employee's employment anniversary date, each employee, and subject to receiving a satisfactory annual performance review evaluation, on such date, will be increased one step in the pay plan until the maximum grade is reached. Anniversary date shall be defined as that date occurring each year corresponding with that day upon which an employee was hired.

#### **45.3 CERTIFICATION PAY**

Each employee who holds a position in one of the following Certification Areas will get an additional twenty cents (\$0.20) per hour on top of their regular hourly rate of pay for each position they hold, but not to exceed a total of forty cents (\$0.40) per hour.

Assistant TAC Officer

TAC Officer

Warrant Entry Team (WET)

Range Officer and Field Training Officer (FTO) will get an additional twenty cents (\$0.20) per hour when the employee is working in that capacity. Premium for FTO is effective with the execution of this contract.

#### **45.4 DETECTIVE PAY**

Employee(s) who work in the Detective Bureau will receive an additional five percent (5%) pay on top of their regular hourly pay and shift differential premiums.

**Article 46 SHIFT DIFFERENTIAL AND SPECIAL DUTY PAY**

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**46.1 SHIFT DIFFERENTIAL PAY**

Employees working between the hours of 3:00 P.M. and 11 P.M. (2nd shift), shall receive shift premium pay at the rate of two and one-half percent (2-1/2%) of their rate of pay for those hours, and employees working between the hours of 11:00 P.M. and 7:00 A.M. (3rd shift), shall receive shift premium pay at the rate of two percent (2%) of their rate of pay for those hours (whether that be regular time, overtime or acting time pay).



## **Article 47 SPECIALIZED JOB ASSIGNMENTS**

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### **47.1 DOG HANDLER ASSIGNMENT**

Only employees holding the rank of Patrol Officer may be considered eligible for assignment as a dog handler. Regular assignments to dog handler shall be made at the discretion of the Chief of Police. The assignment of dog handler shall be for the duration of the suitable working life of the dog.

Designation of a Patrol Officer as a dog handler shall have no effect on the employee's eligibility for promotion and shall not be considered for any purpose in the evaluation of an employee competing for promotion to a vacancy above the rank of Patrol Officer. The dog handler shall not be eligible for other long-term special assignments during the working life of the dog.

The Chief of Police shall retain the ultimate and sole discretion in the scheduling and assignment of the dog handler.

Each employee designated as a dog handler shall routinely be assigned four (4) hours off, with pay, per pay period and shall be assigned a take home vehicle. The four (4) hours off shall be scheduled to not create overtime when feasible. This shall be paid as compensation for time reasonable anticipated to be spent by the dog handler in providing necessary care to the dog at times other than the normal working hours of the employee.

For so long as a dog trained for law enforcement work remains actively engaged in the service of the Department, the exclusive ownership of the dog shall be in the City of Napoleon. The City shall provide adequate equipment for the safe keeping and care of the dog, adequate food for the dog and appropriate veterinary services.

Whenever, by reason of age or infirmity, the dog trained at the City expense for police service is no longer suitable for police work and the dog is not deemed to present a risk to public safety, the dog shall be offered to the dog handler assigned to train, care for and work the dog during its term of service for \$1.00. Where the dog handler's inability to continue as the dog's handler in police service is due to the death of the dog handler, the dog shall be offered to the immediate family of the deceased dog handler without charge. If accepted by a member of the deceased employee's family, the dog shall become the exclusive personal property of the person accepting the gift and the City shall be relieved of further obligation to provide for its care.

In recognition of the substantial investment of public funds to train animals for police work and to educate Patrol Officers to the skills necessary to engage animals in such work, Patrol Officers electing to accept designation as a dog handler may, without objection from the Napoleon Police Officers Association, be required to execute contractual agreements obligating the Patrol Officer to pay liquidated damages to the City in the event the Patrol Officer should pre-maturely abandon such duties so as to render the animal unfit for further service or as to create a need to retrain the animal to permit its continued use under the direction of an alternate dog handler. Said agreement shall be approved by the City and the Union before being implemented.

## **47.2 DETECTIVE ASSIGNMENT**

Regular and temporary assignments to the Detective Bureau shall be made at the discretion of the Chief of Police. There will be at least one regular assignment to the Detective Bureau from sworn peace officers in the bargaining unit. Any such assignments will be filled before any temporary assignments are made. Ordinarily, temporary assignments will be made from sworn peace officers in the bargaining unit.

Under normal circumstances, Regular Assignments to the Detective Bureau will be for three years, and may be renewed by the Chief of Police for additional two (2) years intervals. Removal from a regular assignment before the completion of an interval will be for cause. Temporary assignments to the Detective Bureau can be terminated at any time at the discretion of the Chief of Police.

Temporary assignments to the Detective Bureau are defined as assignments of less than six (6) consecutive months in duration. Temporarily assigned personnel to the Detective Bureau will be made aware of the expected duration of the assignment when assigned. When practical, as determined by the Chief of Police, temporary assignments to the Detective Bureau will be made to different personnel so as to further growth in investigatory ability.

A necessity to return a bargaining unit member to uniformed duties in times of need, as determined by the Chief of Police, will terminate a temporary assignment to the Detective Bureau but will not terminate a regular assignment to the Detective Bureau. Return to uniformed duties will first be by termination of any temporary assignment by department seniority and then any regular assignment by department seniority.

Any bargaining unit member assigned to the Detective Bureau will make themselves available for call out under the rules and regulations established by the Napoleon Police Department. Call out within the Detective Bureau will be made by department seniority unless a person has been designated to be on call for any given period.

## **47.3 SCHOOL RESOURCE OFFICER**

Article 47.3, Article 30, Article 31, Article 32.8 and Article 33.4 shall not apply to the School Resource Officer (SRO) while school is in session at the school where the SRO is assigned.

Regular and temporary assignments to SRO shall be made at the discretion of the Chief of Police. Under normal circumstances, regular assignment to a SRO will be for three (3) years, and may be renewed by the Chief of Police for additional two (2) year intervals. Removal from a regular assignment before the completion of an interval will be for cause. Designation of SRO shall have no effect on the employee's eligibility for promotion and shall not be considered for any purpose in the evaluation of an employee competing for promotion to a vacancy above the rank of Patrol Officer.

The SRO shall be permitted to schedule eight (8) days of paid time off while school is in session at the school where the SRO is assigned. The SRO must submit applications no later than 7:00 a.m., fourteen (14) days prior to the date requested. Exceptions to minimum notice are subject to the approval of the Chief of Police. In the event of a school delay and/or closing, the SRO can submit for paid time off or report for duty. The SRO, upon timely submission of an "Employee Application for Leave" form, shall be approved for time off for a school holiday without the five (5) vacation day requirement. The City shall be allowed to backfill the SRO position with non-bargaining members when the SRO is on paid time off.

**Article 48 WAIVER IN CASE OF EMERGENCY**

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**48.1 GENERAL**

In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor, the City Manager or, the Federal or State Legislature, such as acts of God and civil disorder, the following conditions of this Agreement may be temporarily suspended by the City:

- A. Time limits for City's replies on grievances; and,
- B. All work rules, agreements and practices relating to the assignment of employees

**48.2 GRIEVANCES DURING EMERGENCIES**

Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed, prior to the emergency.

## **Article 49 ATTORNEY REPRESENTATION**

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### **49.1 GENERAL**

The City, upon written request by an employee, shall provide at City expense, for the defense of that employee, in any state or federal court, in any civil action or proceeding to recover damages for injury, death, or loss to persons or property allegedly caused by an act or omission of that employee in connection with a governmental or proprietary function (including, but not limited to the rendering of first aid), if the act or omission occurred or is alleged to have occurred while the employee was acting in good faith, not contrary to applicable laws, rules, regulations, policies, procedures and directives, and not manifestly outside the scope of his employment or official responsibilities.

- A. The City will comply with the Ohio Revised Code with respect to defense and settlement of claims against employees. This provision shall apply only to bargaining unit employees.
- B. Employee Duty to Notify Law Director. An employee shall promptly report to the City Law Director, in writing, all claims, lawsuits, accidents or incidents that have a reasonable chance of becoming a claim or lawsuit and must reasonably cooperate with the City to defend the threatened litigation, action, suit or proceeding. If prompt notification in writing is not provided, or if reasonable cooperation is not provided, then the protection afforded by this section shall be void.
- C. Criminal Action Terminates Indemnification. Once it has been determined by the City that there was criminal action which gave rise to the claim, all related defense and indemnity is terminated and any defense costs incurred by the City on behalf of the employee shall be reimbursed to the City by the employee.
- D. Employee's Election to Defend and Settlement. If an employee elects to defend him or herself, any such defense costs incurred shall be the sole responsibility of the employee. Further if an employee elects not to settle a claim as recommended by the City, then any additional amounts incurred by the City as a result of further litigation, including additional attorney fees, court costs, and damages (including interest on judgments), shall be borne by the employee.

### **49.2 SELECTION AND APPOINTMENT OF ATTORNEY**

When the City has determined to select and appoint an attorney to represent an employee in an action or proceeding as described in Section 49.1 of this Article, but the City or its insurance provider, in its sole and absolute discretion, determines for whatever reason that no member of the City Law Department office can or should represent the employee, the City or its insurance provider shall appoint and pay another attorney to represent the employee.

The employee may suggest names of attorneys whom he wishes to represent him. The City or its insurance provider shall consider such suggested names, but shall have no obligation to select or appoint any attorney from such suggested names. The determination of the attorney to be selected and appointed to represent the employee shall be made by the City or its insurance provider, in its sole and absolute discretion, and that determination shall be final. The employee shall accept such representation of such attorney and, in good faith, shall fully and completely cooperate with such attorney.

**Article 50 ATTENDANCE AT UNION MEETINGS**

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**50.1 PERMITTED ACTIVITIES**

While on duty, employees may, subject to approval of the Chief of Police, attend official Union meetings at the Police Department. Such approval shall not be unreasonably withheld.

If the Union meeting is held anywhere other than the Police Department, not more than one (1) on-duty employee may attend a meeting at the same time.

Regardless of the meeting location, on-duty employees shall respond to duty related activities if and when needed.

Attendance at such meetings shall also be subject to the scheduling requirements and efficient operation of the department, and shall serve as the attending employee's one-half (1/2) hour meal period for his shift.

The appropriate Sections of Articles 25 and 26, entitled "Hours of Work" and "Overtime", shall not be applicable, and shall be waived with respect to the foregoing provisions of this Article.

Any failure to comply fully with the provisions of this Article may result in immediate revocation of this Article and may subject the employee(s) to appropriate discipline.

**Article 51 NO STRIKE OR LOCKOUT**

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**51.1 INTERRUPTION OF WORK PROHIBITED**

It is understood and agreed that the services performed by employees are essential to the public health, safety, and welfare. The Union, therefore, agrees that there shall be no interruption of work, for any cause whatsoever, nor shall there be any work slowdown or other interference with these services.

**51.2 UNION DISCLAIMER AND REQUIRED UNION ACTIONS IN STRIKE**

When the City notifies the Union that any employees individually or collectively are engaged in any such strike activity, as outlined above, the Union agrees to disclaim approval of the strike activity and to instruct all employees to return to work.

Any employee failing to return to work or who participated in or promotes such strike activities as previously outlined, shall be subject to disciplinary action on an individual basis, up to and including dismissal, and only the question of whether or not he did in fact participate in or promote such action shall be subject to appeal.

**51.3 RIGHTS OF CITY DURING ILLEGAL STRIKE: PROHIBITION OF LOCKOUTS**

Nothing herein shall restrict any statutory rights of the City to act in regard to any illegal strike activity by its employees.

The City agrees that neither it, its Officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of employees, unless those employees shall have violated the provisions of this Article.



**Article 52 DURATION OF AGREEMENT**

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**52.1 GENERAL**

- A. This Agreement shall be effective from December 1, 2019 and shall remain in full force and effect until and through November 30, 2022. This Agreement shall be renewed automatically on its termination date for another year in the form in which it has been written unless one party gives written notice to the other party pursuant to Paragraph B of this Section.
- B. If either party desires to modify, or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date of this Agreement. Such notice shall be certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.
- C. The parties acknowledge that during the negotiations which result in this Agreement, each had the unlimited right to make demands and proposals in any subject matter not removed by law from the area of Collective Bargaining, and that the understandings and Agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the employees and the union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter, even though such subject or matter may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.
- D. Either party may request in writing of the other party an opportunity to renegotiate a particular term or terms of this Agreement at any time during the life of this Agreement. The party receiving the request shall notify within ten (10) days the party originating the request as to whether negotiations will be reopened.

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**Article 53 SIGNATURE PAGE**

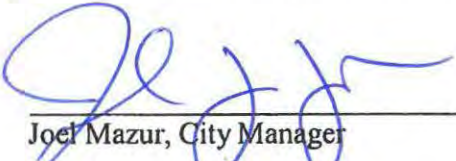
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*In Witness Whereof*, the parties have agreed hereto and have set their hands this 17<sup>th</sup> day of June 2019.

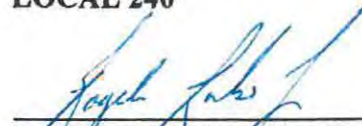
FOR THE  
CITY OF NAPOLEON, OHIO

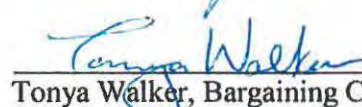
  
\_\_\_\_\_  
Jason Maassel, Mayor


  
\_\_\_\_\_  
Joe Bialorucki, President of Council


  
\_\_\_\_\_  
Joel Mazur, City Manager

FOR THE  
UNION, N.P.O.A. - I.U.P.A., (AFL-CIO)  
LOCAL 240

  
\_\_\_\_\_  
Rogelio Rubio, President

  
\_\_\_\_\_  
Tonya Walker, Bargaining Committee  
Member

  
\_\_\_\_\_  
Justin Ruffer, Bargaining Committee  
Member


  
\_\_\_\_\_  
Bradley Strickland, Bargaining Committee  
Member

Approved As To Form & Correctness:

  
\_\_\_\_\_  
City Law Director

  
\_\_\_\_\_  
IUPA AFL-CIO Field Representative

Attest:

  
\_\_\_\_\_  
Christine Peck  
Finance Director

***Certificate of Fiscal Officer***

The undersigned, being the Acting Fiscal Officer of the City of Napoleon, Ohio, hereby certifies that in the case of this continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrance.

Christine Peddicord  
Christine Peddicord  
City of Napoleon Acting Finance Director

4-8-2019  
Date