

**COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE CITY OF CLAYTON AND THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION
(Sergeants)**

(April 1, 2021 – March 31, 2024)

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ARTICLE 1 Preamble

This agreement is made and entered into this 1st day of April 2018 by and between the City of Clayton (hereinafter referred to as the "Employer") and the Ohio Patrolmen's Benevolent Association (hereinafter referred to as the "Union" or the "OPBA"). In order to promote the rights and well being of the City, its citizens and the bargaining unit employees, the City and the Union agree as follows:

ARTICLE 2 Recognition

Section 1. The Employer recognizes the Union as the sole and exclusive representative of all employees in the bargaining unit as described in SERB case number 03-REP-06-0110. The term "employee" or "employees" as used in this agreement shall refer to the full-time paid employees assigned to the following classification:

Included: All full-time Police Sergeants

Excluded: All others

Section 2. Any reference to employees in this agreement shall include both sexes: Whenever the male gender is used, it shall be construed to include male and female.

Section 3. The union has sole and exclusive bargaining rights under this agreement with respect to wages, hours, or terms and other conditions of employment.

ARTICLE 3 Dues Deduction/Fair Share

Section 1. During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the OPBA and the regular monthly OPBA dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

Section 2. The initiation fees, dues or assessments so deducted shall be in the amounts established by the OPBA from time to time in accordance with its Constitution and Bylaws. The OPBA shall certify to the Employer the amounts due and owing from the employees involved.

Section 3. The Employer shall deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that date such amounts shall be deducted from the next or subsequent pay.

Section 4. A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the treasurer of the OPBA within thirty (30) days from the date of making said deductions.

Section 5. The OPBA hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under Article 3 and the OPBA shall indemnify the Employer for any such liabilities or damages that may arise.

Section 6. The Employer will furnish the OPBA with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as hired.

Section 7. Employees desiring to withdraw their payroll deduction authorization will notify the City and the Union in writing at least 30 days prior to the termination of the dues deduction.

ARTICLE 4 Non-Discrimination

Neither the Employer nor the Union shall discriminate against any employee due to his membership or lack of membership in the Union. The provisions of this agreement shall be applied equally to each employee in the bargaining unit without discrimination as to sex, race, color, creed, national origin, handicap or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

ARTICLE 5 Management Rights

Section 1. Except as otherwise limited by the terms of this Agreement, the management and direction of the affairs of the Employer are retained by the Employer including the right to determine how many employees it will employ or retain in various capacities and the size and composition of working forces. This includes but is not limited to the hiring, selection, transfer, assignment and layoff, discipline and discharge of employees, the exercise of all functions of government granted to the Employer by the laws of the State of Ohio, the determination from time to time as to what services the Employer shall perform, the method of performing said services, and the size and composition of the work force.

Section 2. Acknowledgment. This Agreement represents the entire agreement of the parties and shall supersede all previous agreements, written or oral. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore except as otherwise provided in this Agreement, the Employer and the Union, for the life of this Agreement and any extension, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or

matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

ARTICLE 6 Labor-Management Relations

Section 1. In the interest of sound Labor-Management relations, the Police Chief and/or his designee may meet with not more than three (3) representatives of the Union periodically to discuss pending problems and to promote a more harmonious labor-management relationship. This Article shall not substitute for the grievance and arbitration provisions of this Agreement.

ARTICLE 7 No Strike/No Lockout

Section 1. Neither the Union nor any employee shall strike nor shall the Employer impose any "lockout" of any employees during the term or extended term of this Agreement.

Section 2. Any violation of this Article by an employee or employees shall constitute cause for discharge or discipline consistent with Ohio Rev. Code Chapter 4117 of the employee or employees who participate therein.

Section 3. In the event of any violation of this Article, the Union will immediately take whatever steps are necessary to attempt to terminate said strike, slowdown, sitdown, work stoppage or other concerted activities which interrupt operations or picketing in violation of the Agreement.

ARTICLE 8 Policies and Procedures

The Employer has the right to establish reasonable work rules, policies and procedures to regulate employees in the performance of their job. To the extent any work rules, policies, and procedures have been or will become reduced to writing, each shall be posted at a conspicuous location at the Department. The Union shall be provided with a copy of the same. Except in cases of emergency the Union shall receive a copy of said rule, policy or procedure 14 days prior to its effective date.

ARTICLE 9 Employee Rights

Section 1. Discipline shall be applied in a corrective, progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's prior history of discipline and the employee's record of performance and conduct.

Section 2. Employees may be disciplined for just cause. In the event that an employee is to be given disciplinary action for behavior or conduct which warrants time-off, suspension or removal, a predisciplinary conference between the employer and the

employee and the union director, or his designee, shall be arranged. This conference shall be scheduled not earlier than 24 hours after the time the employee is notified of the discipline and the predisciplinary conference. The employee may have a union steward or an employee representative plus the staff representative present at the predisciplinary conference. The employee shall be responsible to notify the steward or staff representative. The employer may have additional personnel present at the predisciplinary conference.

Section 3. A non-probationary employee who receives disciplinary action subsequent to the predisciplinary conference referenced above shall be given written notice regarding the reasons for the disciplinary action.

Section 4. Complaints from third parties which may result in disciplinary action must be in writing and signed by the complainant or substantiated by independent investigation. The officer will be notified of the complaint by management upon commencement of an investigation. The notification to the officer may be delayed in the event that the matter involves bona fide investigation of criminal conduct by the officer. Prior to any questioning of the officer, the officer will be notified of his right to be represented by legal counsel and apprised of his "Garrity" rights concerning statements made by him.

Section 5. Unfounded and non-substantiated complaints shall be removed, upon request of the employee, from the employee's personnel file at the end of each six-month evaluation period.

Section 6. Employees may review their personnel file at reasonable times upon written request. Employees may request, through their supervisor that the individual responsible for their personnel file remove inaccurate materials from their file. If the individual declines the request, the employee shall have the right to have a memorandum attached to the document in question, stating the employee's concerns.

Section 7. All actions of record will be maintained in each employee's personnel file throughout his period of employment, with the exception that any of the following records will be removed from the file upon the request of the employee, according to the following schedule:

- a. Verbal Counseling. Verbal counseling is defined as an exchange between a supervisor and an employee where the intent is to give notice to the employee that his/her actions are deemed improper and/or inadequate and to provide the employee with tools and/or suggestions for improving performance. The purpose of the counseling is to achieve improved performance to acceptable standards without the necessity of disciplinary action being imposed. Records of verbal counseling are not considered to be "discipline" and are not a required part of the progressive disciplinary process. They may, however, be considered in disciplinary proceedings for a period of six (6) months after issuance unless further discipline involving the matter has commenced during that six (6) month period. Employees will receive copies of any documented verbal counselings that are maintained in any form by the Employer.

- b. Oral Reprimand. An oral reprimand shall be removed from the personnel file maintained by the Employer after six (6) months, at the employee's request, provided that no further discipline of the same or similar nature is imposed within six (6) months of the oral reprimand.
- c. Written Reprimand. A written reprimand shall be removed from the personnel file maintained by the Employer after 12 months, at the employee's request, provided that no further discipline of the same or similar nature is imposed within twelve (12) months of the written reprimand.
- d. Suspension/Reduction. A suspension or reduction shall be removed from the personnel file maintained by the Employer, at the employee's request, after 3 years of the suspension or reduction.

When the documents reference in Paragraphs B-D above are removed from the personnel file, they will be placed in a disciplinary file separate from the personnel file and will be maintained in accordance with the relevant records retention policy. Once removed from the personnel file the documents will no longer be eligible to be considered for purposes of progressive discipline.

Section 8. The commencement of the taking of disciplinary action¹ or notification that asserted charges/complaints are unfounded shall occur within (a) fourteen (14) calendar days after the completion of an investigation of the matter or (b) within thirty (30) days after the incident at issue first comes to the attention of Police officials above the rank of Sergeant whichever is the earlier. In the event that the Police Chief determines that additional investigation into a potential disciplinary matter is warranted the Chief may extend the above referenced time periods by an additional sixty (60) days upon notice to the employee and the Union representative. Upon the commencement of disciplinary action, and reasonably prior to any hearing(s) conducted therewith, the employee shall be entitled to copies of such internal documents as may constitute "public records" under R.C. §149.43 which are being utilized in connection with said disciplinary proceedings.

Section 9. References in this collective bargaining agreement to City's Personnel Practices Manual shall be version revised January 18, 2018.

¹"The commencement of the taking of disciplinary action" can include a notice of referral to the City Manager for suspension or discharge, (ii) the notice of discipline being immediately imposed; (iii) the notice of the scheduling of a pre-disciplinary conference; or (iv) the notice of discipline to be imposed at a reasonable date in the future. Once the discipline is determined it shall be imposed within thirty (30) days unless otherwise extended by mutual agreement of the Chief and the employee being disciplined.

ARTICLE 10 Grievance Procedure

Section 1. A grievance, under this Agreement, is a written dispute, claim, or complaint arising under or during the term of this Agreement, and filed by either an authorized representative of the OPBA or an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement, including, but not limited to wages, benefits and working conditions.

Section 2. Timeliness of Grievance. All grievances must be filed in writing, within seven (7) calendar days after occurrence of the circumstances giving rise to the grievance. Otherwise, the right to file a grievance is forfeited and no grievance shall be deemed to exist.

Section 3. Procedure. Any employee having a complaint shall first take up the matter with his/her immediate supervisor. If no satisfactory answer or disposition is received within one (1) working day, the complaint shall be processed as follows:

Step 1. The employee and/or his/her representative shall within the seven (7) calendar day period as set forth in Section 2 above, reduce the complaint to written form, stating all facts in detail, the contract sections alleged to be violated, and the remedy sought to resolve this grievance. This shall be submitted to the Lieutenant. The Lieutenant shall within seven (7) calendar days (14 additional days in unusual circumstances with notice to the Union) after receipt of the grievance, schedule a meeting time and date, mutually convenient between himself/herself, the grievant, and his/her representative to provide an opportunity for the grievant to fully present the facts surrounding the filing of the grievance. Within seven (7) calendar days after such meeting, the Lieutenant or his/her designee will respond, in writing, answering the grievance. A copy will be provided to the grievant, and his/her representative. If the grievance answer is not satisfactory, the grievant may file the grievance with the Chief of Police or his/her designee within seven (7) calendar days after receipt of the answer from the immediate supervisor. If the position of Lieutenant is vacant at the time the grievance is filed, proceed to Step 2.

Step 2. The Chief of Police, shall within seven (7) calendar days (14 additional days in unusual circumstances with notice to the Union) after receipt of the grievance, schedule a meeting time and date, mutually convenient between himself/herself, the grievant, and his/her representative to provide an opportunity for the grievant to fully present the facts surrounding the filing of the grievance. Within seven (7) calendar days after such meeting, the Chief of Police or his/her designee will respond, in writing, answering the grievance. A copy will be provided to the grievant and his/her representative. If the grievance answer is not satisfactory, the Union may file the grievance with the City Manager within seven (7) calendar days after receipt of the answer from the Chief of Police.

Step 3. Within seven (7) calendar days after a receipt of the grievance, the City Manager will schedule a meeting mutually convenient between themselves, the

grievant, his/her representative and the Union Attorney. Both Employer and the Union shall have the right to have witnesses necessary to the grievance, appear at the meeting. The meeting is to provide an opportunity for the Union to fully present the facts surrounding the filing of the grievance. Within seven (7) calendar days, the Employer will respond, in writing answering the grievance. A copy will be provided to the grievant, his/her representative and the Union Attorney. If at this step the grievance remains unresolved, it may be submitted to arbitration as hereinafter provided for in this Agreement. Notice of appeal to arbitrate must be filed with the Employer within seven (7) calendar days after receipt of their answer, otherwise the grievance shall be deemed to be resolved.

Section 4. Any and all grievances resolved in any Step of the Grievance Procedure as contained in this Agreement shall be final and binding on the Employer, the Union and all bargaining unit employees involved in the particular grievance.

Section 5. Grievances shall be processed from one Step to the next within the time limit prescribed in each of the Steps. Any grievance upon which a disposition is not made by the Employer within the time limit prescribed or any extension which may be agreed to will automatically be referred to the next Step in the Grievance Procedure. The time limit to run from the date when the time for disposition expired. Any grievance not carried to the next Step by the Union within the prescribed time limits or such extension which may be agreed to, shall be automatically closed upon the basis of the last written disposition.

Section 6. It is agreed that the time limits imposed, under this article, may be waived or extended by mutual agreement in writing. Further, any Step of the Grievance Procedure may be waived by mutual agreement in writing.

ARTICLE 11 Arbitration

Section 1. The Union must notify the Employer in writing of a desire to submit an issue(s) to arbitration within seven (7) calendar days from the date the written disposition was given under the last Step of the Grievance Procedure. In the event the Union shall fail to serve such written notice, the matter shall be considered closed on the basis of the last written disposition made. After receipt of a notice to submit a grievance to arbitration, the parties shall, within five (5) working days or within a longer period mutually agreed to, jointly submit the matter to the Federal Mediation & Conciliation Service requesting that an arbitrator be selected with assistance and under the voluntary rules of the Federal Mediation & Conciliation Service.

Section 2. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement and any award issued by the arbitrator shall not be contrary to law.

Section 3. The award of the arbitrator shall be based exclusively on the evidence presented at the arbitration hearing.

Section 4. The expense of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expense of witnesses which are called by them.

Section 5. The decision of the arbitrator shall be final and binding on the Union, bargaining unit employees, and the City.

ARTICLE 12 Seniority, Probation and Retention of Health Insurance

Section 1. Seniority Defined. Departmental seniority shall be defined as the duration of time an employee has been employed on a full-time basis with the Police Department (whether Randolph Township or Clayton). Classification seniority shall be defined as the duration of time an employee has been employed on a full-time basis in an employee's particular classification, ie., Patrol Officer or Sergeant. Absent a specific grant in this Agreement, the retention of seniority during layoff or leave of absence does not automatically entitle an employee to receive benefits provided to employees on the active payroll and working their regular shift assignments.

Section 2. Probationary Period. New employees shall serve a probationary period not to exceed one (1) year subject to the Employer's then existing probationary requirements which shall include evaluations at the 6- and 9-month intervals. Newly promoted employees to the position of Sergeant shall serve a promotional probationary period of six (6) months which may be extended by the City for an additional six (6) months with prior notice to the employee and Union. Evaluations shall be conducted at 3-month intervals during this promotional probationary period. An employee shall be entitled, during the probationary period to processing of grievances which only concern matters not related to discipline or job performance evaluations.

Section 3. Seniority. For departmental seniority purposes the date of hire is the determining factor. For classification seniority the date of promotion is the determining factor. Where the dates of hire are the same the employee's actual starting date shall control.

Section 4. Termination of Seniority. An employee's seniority shall cease, and his re-employment rights terminated upon any of the following:

- a. Resignation or "Quit";
- b. Termination which is not modified or reversed through grievance or arbitration;
- c. Retirement (Based upon years of service and/or retirement disability);
- d. Layoff in excess of 24 months or the amount of their accrued seniority, whichever is shorter.
- e. Inability to work regular full-time duty (resulting from work-related injury or illness compensated by workers compensation) in excess of 12 months. Said period may be extended an additional 6 months if the employee remains on workers compensation temporary total disability and the employee's physician

certifies that the employee will be able to return to work without restriction within that 6-month period.

- f. Absence from work (resulting from non-work-related injury or illness or FMLA approved reason) in excess of retained ESL or six (6) months whichever is longer, except that after that period the employee shall be retained on a preferential rehire list for their existing job and wage rate for new job openings for a period up to an additional 6 months. If hired during that period the employee shall return with their existing seniority.

These periods may be extended at the Employer's sole discretion.

Section 5. Continuation of Insurance. Employees shall continue to be eligible for health insurance coverage as follows:

- a. After resignation or quit - as determined by COBRA;
- b. During layoff for a period of three (3) months after which as determined by COBRA;
- c. During military leave in excess of 31 days - as determined by COBRA and USERRA.
- d. During absence from work (resulting from work-related injury or illness compensated by workers compensation) for a maximum of retained ESL or 18 months, whichever is longer.
- e. Absence from work (resulting from non-work-related injury or illness or FMLA approved reason) for a maximum of retained ESL or 6 months whichever is longer.

These periods may be extended at the Employer's sole discretion.

ARTICLE 13 Lay-Off/Recall

Section 1. Whenever it is determined that a layoff is reasonably necessary, the following procedures will apply.

Section 2. All bargaining unit employees in an initial probationary period working in positions affected by the layoff will be assigned to other appropriate positions if available, or, if no other positions are available, shall be laid off prior to displacing any full-time regular employees.

Section 3. When it is determined by the Employer that regular full-time employees must be laid off, the employees affected will be laid off according to lowest classification seniority first, provided that the employee(s) retained have the immediate skill and ability to perform the jobs to which they will be assigned. When an employee is removed from the Sergeant classification within the Department as a result of a lay-off, the employee shall have the right to displace (bump) an employee in a lower classification position (i.e., Patrol Officer) with less departmental seniority, providing that the employee can perform the available work.

Section 4. No new bargaining unit employees shall be hired until all employees who have been laid off with recall rights have been given the opportunity to return to work. Laid-off employees will be notified to return to work within fourteen (14) calendar days of the date of notification. Failure to report within the time limit will remove them from the recall list. Employees on layoff are responsible for advising the Employer of their current address.

Section 5. Employees will retain their seniority for a period of twenty-four (24) months or the amount of their accrued seniority whichever is shorter and may be reinstated during this period. Employees will be recalled in reverse order of their layoff subject to their skill and ability to perform the job to which they are recalled.

Section 6. Upon layoff, an employee shall be paid for accrued but unused EL and compensatory time. Such payment shall be included with the employee's last regular paycheck.

Section 7. Laid off full-time employees shall be on a preferential hire list for part-time employment and shall be placed in an auxiliary unpaid status.

ARTICLE 14 Subcontracting

The Employer shall not subcontract out duties normally performed by the bargaining unit which causes layoff except for legitimate operational needs. In the event the Employer expects to undertake subcontracting it will give reasonable notice to the Union (no less than thirty (30) days absent an emergency) and meet to consider alternative approaches. The final decision shall be the Employer's however, subject to the Union's right to grieve.

ARTICLE 15 Outside Employment

All outside employment must be initially approved by the Police Chief whose decision shall be final and not subject to the grievance procedure. In the event any activity of the employee during said outside employment results in discipline by the Employer said discipline shall be subject to the grievance procedure.

ARTICLE 16 Scheduling

Section 1. The Chief of Police, or his designee, has the sole discretion to determine and assign shifts to each employee. In addition, the Chief of Police, or his designee, has exclusive selection of each employee's regularly scheduled two (2) consecutive days off. The number of shift changes in one year will be determined by the Chief of Police but will not be unreasonably burdensome. Schedule and day off changes shall be effective no less than 2-weeks from date of notification.

Section 2. All requests for vacation, comp. time usage, (if known in advance) and schooling shall be received 7 days in advance of the date time off is to begin. Requests

received less than seven (7) days in advance may be approved or denied at the discretion of the Police Chief depending on staffing and the needs of the City. Long term vacation (1 week or more) should be requested and scheduled at least 2 weeks in advance of the date the time off is to begin. In the event of conflicts, the earlier request shall prevail. The schedule will be posted 2 weeks in advance of the commencement of the quarterly period.

Section 3. Vacancies due to an extended absence of more than three (3) consecutive shifts may be filled at the Employer's discretion through the use of full-time, part-time, etc., or long-term changes in shift schedules.

Section 4. In the event of long-term (more than 3 shifts) changes in shift schedules made necessary by extended absence (sick, injury, etc.) schedule changes shall be implemented as soon as the need is known by the employer. It is understood that long term schedule changes must cover employer requirements concerning having special skills and years of experience on each shift.

ARTICLE 17 Tuition Assistance

Bargaining members may participate in a Tuition Assistance Program by attending any accredited school or institution for the purpose of obtaining a work-related bachelor's degree. Intent to participate in the Program must be announce at least 30 days prior to the beginning of the term for which tuition assistance is being requested. Tuition assistance is dependent upon employer approval of the educational institution and courses. All tuition assistance will be paid out on a reimbursing basis.

There are two options available to employees to help fund their education program:

1. The employee may sell back EL to reimburse tuition expenses up to a maximum value of \$2,000 per 12-month period or \$4,000 lifetime maximum.
2. The City will provide a maximum of \$2,000 per 12-month period or \$4,000 lifetime maximum in matching reimbursement dollars up to the employee's EL sell back dollar value.

Bargaining members shall only receive tuition reimbursement from the City if they participate in the EL sell back program. Total tuition assistance received (EL sell back and City match) shall not exceed the actual cost of completed courses. Tuition Assistance is offered on a first come, first served basis and may be limited to one (1) bargaining unit member per year. Members may only receive tuition assistance for a maximum of 30 months commencing with the start date of the degree program.

So long as the employee receives a passing grade of A, B, or C in work-related courses, the employee will be eligible to sell back EL. City matching reimbursement for individual classes shall be as follows:

<u>Grade</u>	<u>Matching Reimbursement Rate</u>
A/B	100%

C	50%
D or below	0%
Pass in Pass/Fail	100% (Only reimbursed if required to complete degree program)

Courses for which a grade of less than C is received shall not be eligible for reimbursement through this Program. To receive tuition reimbursement, the bargaining member must submit proof of payment and final grade for the class for which the member is seeking reimbursement.

Before receiving tuition assistance, the employee must agree in writing to return said payment to the Employer if he/she does not remain an employee for a period of 24 months and authorize deduction of such payment from his/her final paycheck(s). The repayment amount may be prorated based on the total months of employment following the reimbursement. To be deemed "work-related" the degree must directly improve the employee's value to the Department in his/her present position or enhance an employee's chances for advancement to another position within the Clayton Police Department.

The cost for any specialty class offered through the department (i.e., STEP, PELC, etc.) will count toward the maximum annual tuition assistance.

The City reserves the right to discontinue this program if there is a substantial drop in available funding. However, any class already approved will be honored through its completion.

ARTICLE 18 Overtime

Section 1. Eligibility. Full-time employees shall be eligible for overtime pay after their hours of work (including all hours for which they are in a paid status) exceed 165 during a 28-day period. A normal work shift shall consist of 8.25 hours/day. Overtime pay shall be calculated at time and one-half.

Section 2. Comp. Time. The employee may elect to have some or all overtime hours worked credited as compensatory time ("comp time"). Employees may not earn more than two hundred forty-seven and ½ (247.5) hours annually. Comp time may be utilized with reasonable advance notice provided the departmental scheduling and operational needs are not unduly disrupted.

Employees are not allowed to carry over comp time hours into the next year. Any hours that have not been used or are not already approved as leave by December 1st of each year will be paid out in the first full pay period of December at the current overtime rate. No employee shall accrue comp time hours during the month of December.

Since comp time hours are credited at the overtime rate, all comp time hours to the employee's credit shall be paid at the employee's current rate of pay at the time of separation.

Section 3. Reasonable efforts shall be made by the Employer and Union to utilize procedures so that voluntary overtime opportunities are assigned in rotation starting with highest seniority first and rotating so that all employees eventually have an opportunity to obtain voluntary overtime assignments.

ARTICLE 19 Shift Assignment

Refer to Article 16 – Scheduling.

ARTICLE 20 Residency Requirement

There shall be no requirement as to where employees will live so long as they reside within Montgomery County or any contiguous county.

ARTICLE 21 Holidays

Section 1. Employees shall be entitled to eleven (11) holidays per calendar year. The holidays are identified below. Each holiday shall be paid at 8.25 hours of pay with the paycheck for the pay period that includes the holiday.

HOLIDAY	WHEN CELEBRATED
New Year's Day	January 1
Martin L. King Day	3 rd Monday, in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Veterans' Day	November 11
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Day after 4 th Thursday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

Section 2. Holiday time held by employees as time off under the previous collective bargaining agreement may be used as additional days off. These days off shall be forfeit if not used by December 31, 2018.

Section 3. In addition to the holiday pay expressed in Section 1, employees who work on a holiday shift shall be paid time and one-half for hours worked on the holiday shift up to 8.25 hours. Hours worked over 8.25 hours shall be paid at employees' regular rate of pay. (For example, a person who does not work on a holiday shift shall be paid 8.25 hours at his regular rate, while a person who works a holiday shift shall be paid 8.25 hours at his regular rate and shall be paid time and one-half his regular rate for hours worked on the

holiday shift up to 8.25 hours). Any shift that begins on a holiday shall be deemed to be a holiday shift.

Section 4. In the event that the City grants an additional holiday to its other non-Union employees (Citywide), the employees covered by this Agreement shall receive such additional holiday.

ARTICLE 22 Employee Leave (EL)

Section 1. As used in these policies the word "Employee Leave" shall mean a period of time during which a regular employee is not required to report for work but for which time they are paid at their regular rate of pay; and a "week of Employee Leave" is five (5) regular work days of 8.25 hours each.

Section 2. Employee Leave shall be calculated according to the City's Personnel Practices Manual.

Section 3. Accumulated EL may be carried over from one year to the next year in accordance with the City's Personnel Practices Manual.

Section 4. Any and all EL must be approved by the Chief or his designate upon written request by the employee. Approval shall not be unreasonably withheld. If a conflict arises over two requests for leave, then the approval shall be made on 1) date of submittal and then 2) by seniority. An employee may reschedule his vacation with reasonable advance notice to the Chief or designee provided no scheduling conflicts result.

Section 5. Employees who leaves employment for any reason shall be paid for up to a maximum of 320 hours of accumulated EL hours at their last rate of pay at the time they leave City employment. In the event of death of the employee such payment shall be paid to the employee's beneficiary or estate.

ARTICLE 23 Health Insurance

The City will continue to provide health insurance coverage under the City's group medical insurance policy provided to all non-unionized City employees. Payment of the health insurance premium shall be as follows:

1. For employees hired before January 1, 2011, the City shall pay 90% of the medical insurance premium, and employees shall pay 10%.
2. For employees hired on or after January 1, 2011, the City shall pay 80% of the medical insurance premium, and employees shall pay 20%.

For purposes of this Article 23, the term "hired" shall include being hired full-time as a Sergeant or being hired full-time as a Patrol Officer with the Clayton Police Department. Being promoted from Patrol Officer to Sergeant shall not be treated as a new date of "hire".

In the event that the City offers other insurance benefits or coverage options to non-union employees, the City will make such benefits and coverage options available to employees covered herein on the same terms and conditions as are offered to non-union employees.

Section 2. In the event the City continues to offer a High Deductible Health Plan during the life of this agreement, the City will fund bargaining unit member's Health Savings Accounts (HSAs) according to policies established in the City Personnel Manual and will maintain at least the same level of funding as provided in 2018 during the life of the agreement.

Section 3. In the event that the insurance carrier adopts Member Level Rating, and as a result, individual employees' insurance premiums increase, the employee shall be fully responsible for this increase in premium. Member Level Rating is the process of calculating health insurance premium costs separately for each family member for his or her coverage based on pre-defined criteria such as plan benefits and coverage levels, geographic location, age, tobacco use, etc.

ARTICLE 24 Jury Duty/Court Time

Section 1. Jury Duty. Any employee required to serve on a jury before a court empowered by law to require such service shall be released from duty with sufficient time to clean up and appear and be paid his regular full pay for hours he would otherwise have worked, provided that compensation received for jury duty shall be endorsed and turned over to the Employer.

Section 2. Court Time. An employee required to appear before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena, to testify concerning work-related matters during non-duty hours, shall receive compensation at the rate of time and one-half for a minimum of three hours. If the court appearance exceeds three hours, the employee will be compensated at time and one-half rate for all time exceeding the three-hour minimum. Any compensation received from the court shall be endorsed and turned over to the Employer.

The three-hour minimum shall not apply if the court time commences or is concluded within thirty (30) minutes of the employee's shift. Any court time that is connected to an employee's shift will be paid at the appropriate rate for the actual hours worked.

ARTICLE 25 Educational Leave

Section 1. Bargaining unit members may be granted leave with pay for educational purposes to attend conferences, seminars, briefing sessions, or other functions of similar nature that are intended to improve, maintain, or upgrade the employee's certifications, skill, and professional ability.

Section 2. Such leave shall be at the discretion of the Chief or his designee. No employee is guaranteed any minimum amount nor is there a restriction on a maximum amount of leave however the Chief will make reasonable efforts to equalize the available training among the officers. It is agreed, however, that paid leave shall be provided for courses required for mandatory recertification.

Section 3. Where attendance at a conference, seminar, course or similar educational function is required by the Chief all course fees, registration costs, and course material costs shall be paid by the City.

Section 4. It is understood that Employer decisions on making training available are based on the needs and requirements of the Police Department. The Employer will attempt to send employees to at least one (1) training class per year but said class must be of material benefit to the Employer as reasonably determined by the Chief. Budget and scheduling requirements shall also be considered.

Section 5. The Employer will provide at least twenty (20) hours of "in-service" training to employees during each twelve (12) month period. Scheduling shall be at the Department's discretion however reasonable efforts will be undertaken to make training available to all employees notwithstanding their shift assignments and to spread the training throughout the year.

ARTICLE 26 Bereavement Leave

Bereavement Leave shall be governed by the City's Personnel Practices Manual.

ARTICLE 27 Extended Sick Leave (ESL)

Section 1. Extended Sick Leave (ESL) shall be accrued and used according to the City's Personnel Practices Manual.

Section 5. ESL absences of three (3) consecutive workdays, or as specified in the City's Personnel Practices Manual, shall be supported by the employee with a written statement from a doctor. The employer may require similar statements for shorter periods of ESL absence consistent with rules which may be adopted by the Employer to address excessive absenteeism.

Section 6. If the Employer has reasonable and documented cause to believe that an employee is mentally or physically unable to perform his required duties, he may require the employee to take an examination to determine his physical or mental capacity to perform their required duties, which exam will be scheduled at the earliest available date and time. The employer shall bear the cost of such exam.

If the examination determines that the employee is unable to perform his required duties or that his condition jeopardizes his or others health and safety, the employee must be transferred to another position or placed on ESL.

If the employee disagrees with the results of a mental or physical examination, he may, at his own expense, obtain an examination and opinion from his own personal physician and if the respective results of the examination and/or opinion differ, the respective physicians shall select a third physician who shall examine the employee and render the final decision which shall be binding on both parties. The expense of the third physician shall be paid by the employer.

Section 7. Employees are required to notify their immediate supervisor or other designated persons within (a) two (2) hours for employees who begin work earlier than 7:30 A.M. or (b) four (4) hours for all other employees prior to their scheduled reporting time on their day(s) of absence unless emergency conditions or the absence of any personnel at the Department make such reporting impossible.

Section 8. Employees who remain absent on ESL beyond the number of accrued hours of ESL will have their continued absence charged to EL unless they request otherwise.

Section 9. In the event of an employee's early retirement by reason of medical disability accrued ESL will be paid to the employee according to the City's Personnel Practices Manual. Except as provided at Section 11, employees will not be paid for their accrued, unused ESL upon any other cessation of employment including but not limited to voluntary quit, termination or layoff.

Section 10. Approved Uses. ESL may not be used to supplement Workers' Compensation or other insurance benefits received by an employee for an injury or illness suffered on a non-City job worked by an employee except in such amounts as necessary to supplement the benefits so as to compensate the employee up to 100% of what he would otherwise have earned had the injury not occurred.

Section 11. Conversion at Retirement. Employees with 10 years of accrued service shall be paid out for accrued but unused ESL according to the City's Personnel Practices Manual.

Section 12. FMLA. Paid leave taken under this Article shall be counted toward leave which may be taken by an employee under the Family Medical Leave Act.

Section 13. ESL Donation. ESL donations shall be governed by the City's Personnel Practices Manual. The receipt of ESL by an employee shall not extend their retained seniority or insurance retention under Article 12.

Section 14. Attendance Bonus. Employees may "cash out" 8.25 hours of Extended Sick Leave at one day's normal pay, if the employee does not utilize leave time for any unscheduled absence (i.e., call off sick) during a consecutive six (6) month period commencing January 1 through June 30 and July 1 through December 31. Employees may elect to utilize unpaid leave in lieu of paid leave for purposes that qualify under the Family Medical Leave Act and still remain eligible for the Attendance Bonus under this Section.

ARTICLE 28 Injury Leave

Section 1. Any full-time employee who incurs an injury on the job shall be eligible for injury leave of absence in accordance with the following provisions.

Section 2. Employees applying for injury leave must submit a request in writing to the Chief for processing unless physically incapable of doing so.

Section 3. Since all employees are covered under the benefits provided by the Bureau of Workers' Compensation, payment from the Bureau for all approved medical and surgical treatment, compensation for lost work time and other benefits will be provided as determined by the state law.

Section 4. The Employer may require the employee at any time during the injury leave to present a certificate by a licensed physician certifying that such employee is not available for gainful employment due to such injury.

Section 5. The employee returning from injury leave of absence must submit a doctor's statement verifying the employee's ability to return to his regular job functions.

Section 6. An employee returning from injury leave of absence shall be placed in his former job, if in existence at his then current pay rate or if not in existence, shall be offered a substantially equivalent service position to which his seniority, skill, ability and physical fitness make him eligible. If an employee is on injury leave in excess of nine (9) months his job may be filled by a permanent replacement who may not be displaced if his seniority is higher than that of the injured employee upon return to work.

Section 7. While on injury leave of absence the employee's seniority will continue to accumulate until the earlier of (a) eighteen (18) months, (b) such time as he would have retired or (c) is determined by the State, Federal Government or private insurance carrier to be "totally and permanently disabled."

Section 7-A. Bargaining unit members shall receive the same light duty benefits as are provided in the City Personnel Manual.

Section 8.

- (1) Provided an employee is eligible for lost time worker's compensation benefits the injured employee shall receive "Injury Leave Benefits" equal to his wage benefits for a period not to exceed 90 calendar days for each industrial injury or occupational disease. Weekly "injury leave benefits" will not be charged against a bargaining unit member's accumulated ESL. Should the disability exceed the 90-day injury leave benefit, the bargaining unit member will be in the receipt of Worker's Compensation benefits, and may at his option, elect to receive supplemental benefits equal to 33 1/3% of his base pay. Such supplemental benefits paid shall be charged against the employee's accumulated ESL at the rate of 1/3 day for each day of supplemental benefits paid until all accumulated

ESL of the employee is used. Thereafter, no additional supplemental benefit shall be paid.

- (2) During the time a bargaining unit member is receiving "injury leave benefits" he shall sign an agreement to be furnished by the Employer assigning to the Employer any and all benefits he shall receive from Worker's Compensation for the period "injury leave benefits" are received and further stating that in the event he is finally determined not to be eligible for Worker's Compensation benefits, he will reimburse the Employer for all "injury leave benefits" paid. The reimbursement may be accomplished by the equivalent reduction of accrued of ESL, if available.
- (3) Upon request of the Employer an employee must provide medical proof, including a current diagnosis and prognosis, substantiating the period of disability requested. At any time, the Employer reserves the right to have an employee examined by a physician of its choice and at its expense to confirm the medical diagnosis, prognosis and/or period of disability, so long as the examination does not interfere with treatment and/or does not endanger the bargaining unit member's life. If the respective results of the examination and/or opinion differ, the respective physicians shall select a third physician who shall examine the employee and render the final decision which shall be binding on both parties. The expense of the third physician shall be borne by the employer.
- (4) Any bargaining unit member injured on the job will file a written accident or injury form with the Chief or his designee within 48 hours of the incident or as soon as the bargaining unit member is physically able to do so. Failure without good cause of a bargaining unit member to comply with this section shall be grounds for the Employer to deny injury leave or supplemental benefits.

Section 9. While an employee is receiving injury leave benefits and so long as an employee continues to use accrued ESL the Employer will maintain medical insurance coverage.

Section 10. Except as provided herein after exhaustion of injury leave benefits and accrued ESL or other paid leave, injury leave shall be deemed an unpaid status.

Section 11. All leave used under this Article shall be counted as leave taken to which an employee may be eligible under the Family Medical Leave Act.

ARTICLE 29 Wages

Section 1. Wages shall increase by two percent (2%) retroactively to January 1, 2021. Thereafter, wages shall increase by two percent (2%) January 1st in 2022 and 2023.

	Step 1 (Entry)	Step 2	Step 3	Step 4
Current	\$34.32	\$35.64	\$37.04	\$39.75

2021	\$35.01	\$36.35	\$37.78	\$40.55
2%				
2022	\$35.71	\$37.08	\$38.54	\$41.36
2%				
2023	\$36.42	\$37.82	\$39.31	\$42.19
2%				

The above stated wage steps will be applied exclusively to the rank of Sergeant. The first step is established for the purpose of providing a starting wage for probationary Sergeants. Sergeants shall remain in that grade until such time they successfully complete the probationary period.

All step increases shall occur on the anniversary of each employee's hire/promotion date. Wage changes due to step increases shall be reflected in the pay period following the anniversary of the employee's hire promotion date.

Section 2. The City agrees that wages will be structured for payroll purposes so that the employee contribution to their retirement system (PERS or OP&F) will be deducted "pre-tax". Standard deductions for federal and state tax purposes (but not for Medicare or Clayton income tax) will be computed on the employee's gross pay after PERS or OP&F contributions are deducted.

Section 3. Education Bonus Employees who have attained an Associate's or Bachelor's degree in Law Enforcement, Police Science, Police or Public Administration, Criminal Justice or other police-related degree program approved by the City Manager, from an accredited or approved college, university or technical school shall be paid \$1,000.00 in the first full pay period in November.

Section 4. Stipend In lieu of bidding on shift assignments and regular days off, Sergeants shall receive an additional \$0.60 per hour. This stipend will not compound on an employee's regular base pay and will only apply to regular hours worked (2145 hours per year). This stipend of \$1,287.00 will be retroactive to January 1, 2021 and will be paid during the first full pay period in December. Should the employee leave the employment of the City of Clayton prior to the first full pay period in December, the employee shall receive a prorated portion of the stipend equal to the actual hours worked.

ARTICLE 30 Effect of Laws and Savings Clause

This Agreement is subject to all existing or future federal and state laws, rules and regulations and shall be interpreted whenever possible so as to comply fully with such laws and with any judicial decision interpreting them. In the event that any provision of this Agreement is found to be contrary to law by a court or other authority having jurisdiction, it shall be void, but the remainder of the Agreement shall remain in effect.

ARTICLE 31 Duration

This Agreement shall be in effect from April 1, 2021 through March 31, 2024.

ARTICLE 32 Personal Property and Uniform Allowance

Section 1. All employees are expected to leave their personal property at home or the Police Station while on duty. Eyeglasses and personal property (excluding motor vehicles) which are used with the written approval of the Chief of Police and which are destroyed or stolen while the employee is on duty shall be reimbursed by the Employer at the fair market value.

Section 2. Personal property as follows shall be automatically approved. All other items shall be at the Employer's discretion:

1. Eyeglasses/contacts/sunglasses (if non-prescription but shatter-resistant not to exceed \$60.00 in value)
2. Dentures/braces/retainers/hearing aids
3. Watch (not to exceed \$50.00 in value)

Thefts from an employee's locker shall not be reimbursed. Losses due to an employee's negligence shall not be reimbursed.

Section 3. Uniform Allowance. The employer shall pay an annual uniform allowance per employee to be used consistent with the existing City policy for items approved by the Chief. Said allowance shall be paid out in full to the employee no later than the first full pay period in April. Yearly allowance amounts shall be according to the following schedule:

2021: \$1,150

2022: \$1,200

2023: \$1,250

Said allowance shall be used for purchasing all approved uniform items. Additionally, the Employer shall pay for the purchase/rebuild or replacement of a ballistic vest (Threat Level II-A) on an as-needed basis. Consistent with the wear and tear experienced in connection with the undertaking of police functions, employees are expected to exercise appropriate care for said uniform and other City funded articles.

All uniformed employees are subject to daily and any specially ordered inspections by supervisors or the Chief as to the cleanliness and overall condition of uniforms and equipment. Employees found with unclean or unpresentable uniforms and equipment are subject to disciplinary action.

ARTICLE 33 Employee Assistance Plan and Substance Testing

Section A. EAP. The Employer has established an Employee Assistance Program (EAP) to provide a counseling and referral service for employees who have continuing personal problems. These problems may be financial, emotional, family, legal, or drug and alcohol related.

Section B. Treatment or counseling services may be initiated by the employee and/or supervisor. All treatment or counseling is strictly confidential and unless otherwise prohibited by law, no records of referrals will be kept in the employee's personnel file to which public access is permitted. Unless referral is mandatory under the Employer's Substance Abuse Policy, EAP services are strictly voluntary, and participants in the program will still be required to meet existing performance standards; however, an employee's voluntary participation in an EAP program standing alone cannot be the basis of disciplinary action.

Initial costs associated with preliminary interviews, counseling and referral shall be borne by the Employer. Costs associated with any ongoing counseling or other professional services shall be the responsibility of the Employee unless otherwise covered by applicable health insurance programs. No professional type counseling will be conducted at the workplace nor performed by the Employer or other Employees. Supervisors will be briefed annually on how to properly respond to the employee who seeks assistance. Additional information may be obtained by contacting the HR Administrator or Police Chief.

Section C. Drug Free Safety Program. It is the Employer's policy to maintain a safe and productive "Drug Free" workplace for its employees. In support of this, the Employer has established a Drug Free Safety Program Policy. Bargaining unit members shall be subject to the provisions of the Employer's Drug Free Safety Program policy effective January 18, 2018.

ARTICLE 34 Promotions

Vacancies in positions above the rank of Sergeant shall be posted for at least two (2) weeks to allow existing employees to indicate their interest in said position.

FOR THE CITY OF CLAYTON



Amanda Zimmerlin, City Manager



Matthew Hamlin, Chief of Police



Elaine Wittman, Assistant to the City Manager

02/19/2020

Dated

FOR THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION



Daniel Hamlin, Union President

Joseph Sanders



Paul Nabel

Mark Volcheck, OPBA Attorney

Dated

CERTIFICATION

This shall certify that the funds required to meet the municipality's obligations set forth herein during the fiscal year in which this contract is made or obligation incurred, 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. Ref. R.C. 5705.41



Finance Director

2-19-21

Date