

CITY OF CLAYTON, OHIO

RESOLUTION NO. R – 12 - 23 - 67

A RESOLUTION APPROVING A NEW COLLECTIVE BARGAINING AGREEMENT WITH THE OHIO PATROLMENS BENEVOLENT ASSOCIATION SETTING FORTH THE WAGES, BENEFITS AND TERMS AND CONDITIONS OF EMPLOYMENT FOR PATROL OFFICERS WITHIN THE CLAYTON POLICE DEPARTMENT FOR THE PERIOD JANUARY 1, 2024 THROUGH DECEMBER 31, 2027

WHEREAS, representatives of the City and Union have tentatively agreed upon a successor Collective Bargaining Agreement for the patrol officers within the Clayton Police Department and staff has recommended it for approval; and

WHEREAS, said Agreement provides for a wage increase of 2.0% in year one, with wage re-openers in years 2 and 3; and

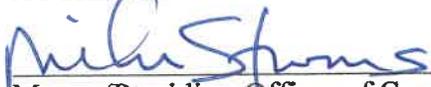
WHEREAS, said Agreement maintains the City of Clayton in a comparable position on wages and benefits relative to surrounding departments within the Miami Valley.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CLAYTON, STATE OF OHIO:

1. That the Collective Bargaining Agreement with the OPBA for the period 1/1/24-12/31/27 appended hereto as *Exhibit A* and made a part hereof is approved and the City Manager is authorized to execute said Agreement on behalf of the City.

ADOPTED BY COUNCIL ON DECEMBER 7, 2023.

AUTHENTICATION:



Mayor (Presiding Officer of Council)



Clerk of Council

APPROVED AS TO FORM:



Law Director

CERTIFICATION OF PUBLICATION

This shall certify that that the text of the above referenced enactment or a summary thereof was published once in the following newspaper and a summary posted in three places of public access as designated by Council.

Name of newspaper

Register Herald

Date of publication

December 13, 2023

Barbara Stein

CLERK

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

(January 1, 2024 to December 31, 2026)

Contents

ARTICLE 1 Preamble.....	1
ARTICLE 2 Recognition	1
ARTICLE 3 Dues Deduction/Fair Share	1
ARTICLE 4 Non-Discrimination.....	2
ARTICLE 5 Management Rights.....	2
ARTICLE 6 Labor-Management Relations	2
ARTICLE 7 No Strike/No Lockout.....	3
ARTICLE 8 Policies and Procedures	3
ARTICLE 9 Employee Rights.....	3
ARTICLE 10 Grievance Procedure	5
ARTICLE 11 Arbitration.....	7
ARTICLE 12 Seniority, Probation and Retention of Health Insurance	7
ARTICLE 13 Lay-Off/Recall.....	9
ARTICLE 14 Subcontracting.....	10
ARTICLE 15 Outside Employment	10
ARTICLE 16 Scheduling.....	10
ARTICLE 17 Overtime	11
ARTICLE 18 Shift Assignment	11
ARTICLE 19 Residency Requirement.....	12
ARTICLE 20 Holidays.....	12
ARTICLE 21 Vacation Leave	12
ARTICLE 22 Health Insurance.....	15
ARTICLE 23 Jury Duty/Court Time.....	15

ARTICLE 24 Educational Leave	16
ARTICLE 25 Compassionate Leave	16
ARTICLE 26 Sick Leave	17
ARTICLE 27 Injury Leave	19
ARTICLE 28 Wages.....	21
ARTICLE 29 Plus Rating/OIC.....	22
ARTICLE 30 Effect of Laws and Savings Clause	23
ARTICLE 31 Duration	23
ARTICLE 32 Personal Property and Uniform Allowance	23
ARTICLE 33 Employee Assistance Plan and Substance Testing	24
ARTICLE 34 Promotions.....	31
ARTICLE 35 Filling of Vacancies.....	31
Article 36 Special Assignment Positions	32

ARTICLE 1 Preamble

This agreement is made and entered into this ____ of _____, 2023 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 wellbeing 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 92-REP-09-0227 as amended in Case No. 03-REP-07-0115. 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 patrol officers below the rank of sergeant

Excluded: Chief, Lieutenants, Sergeants and all other employees of the Employer.

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 wage, hours, fringe benefits and working conditions.

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 thirty (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 SPECIFICALLY LIMITED HEREIN, the City shall have the exclusive right to manage the operations, control the premises, direct the working forces and maintain efficiency of operations. Specifically, the City's exclusive management rights include, but are not limited to, the sole right to hire, discipline and discharge for just cause, lay off and promote; to promulgate and enforce employment rules and regulations; to reorganize, discontinue, or enlarge any department or division; to transfer employees (including the assignment and allocation of work) within the department; to introduce new and/or improved equipment, method's and/or facilities; to determine work methods; to determine the size and duties of the workforce, the number of shifts required, and work schedules; to establish, modify, consolidate, or abolish jobs (or classifications); and to determine staffing patterns, including , but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked, subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided herein and permitted by law.

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. No Strike/No Lockout. 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. Violation. 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. Union Must Stop Violation. 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, sit-down, 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, all members of the Union shall be sent a copy of the changes via their work email. 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 pre-disciplinary 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 twenty-four (24) hours after the time the employee is notified of the discipline and the pre-disciplinary conference. The employee may have a union steward or an employee representative plus the staff representative present at the pre-disciplinary conference. The employee shall be responsible to notify the steward or staff representative. The employer may have additional personnel present at the pre-disciplinary 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. When responding to any question by a supervisor in the context of this Article, the officer has the right to be represented by legal counsel and to exercise his "Garrity" rights concerning statements made by him.

Section 5. 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 6. 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 twelve (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 7. 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.

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 (Sergeant). 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

¹The 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.

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 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). 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. 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 six (6) and nine (9) month intervals. 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.

With the approval of the Chief of Police, part-time officers promoted to full-time may serve a probationary period of less than one year, provided the promoted officer has a minimum of two years' full-time equivalent experience with the Department and demonstrates the requisite knowledge, skills and abilities of a full-time officer.

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

Section 4. 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 twenty-four (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 twelve (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 sick leave 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. 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 thirty (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 sick leave 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 sick leave or six (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. The total number of active part-time and reserve officers shall be reduced to ten (10) before any full-time officers are affected.

Section 3. The Employer shall layoff three (3) part-time employees for every one (1) full-time bargaining unit employee laid off. The City agrees not to increase overall part-time hours to recover lost hours due to bargaining unit members' layoff. Hours lost by layoff which result in the need for coverage shall be covered first by offering these hours to bargaining unit members, then secondly by filling lost hours rejected by bargaining members through the use of part-time officers.

Section 4. 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 seniority first, provided that the employee(s) retained have the immediate skill and ability to perform the jobs to which they will be assigned.

Section 5. 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 by registered mail at their last known address 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 6. 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 7. Upon layoff, an employee shall be paid for accrued but unused vacation and compensatory time. Such payment shall be included with the employee's last regular paycheck.

Section 8. 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 Employer shall prepare the shift schedule on a quarterly basis. All requests for vacation, comp. time usage, (if known in advance) and schooling shall be received seven (7) days in advance of the date their 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 two (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 two (2) weeks in advance of the commencement of the quarterly period.

Section 2. In order to facilitate an easier exchange of shifts and coverage of absences the Employer agrees that all employees shall be authorized to attend the Evidence Technician certification course at the Miami Valley Regional Crime Lab subject to the Lab's entrance requirements.

Section 3. In the event of extended leaves of absence (more than ten shifts) which necessitates a change in an officer's shift schedule, changes in shift schedules shall be implemented as soon as the need is known by the Employer and first offered to employees with the highest seniority. If not filled voluntarily, the schedule change will be imposed upon the employees with the lowest seniority. It is understood that implementation of schedule changes due to extended absence must meet Employer requirements concerning having special skills and years of experience on each shift. In the event this schedule revision causes a material disruption, the Union and City may agree to advance the time for all employees to bid on shift assignments.

ARTICLE 17 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 one-hundred sixty-five (165) during a twenty eight (28) day period. A normal work shift shall consist of eight and one-fourth (8.25) hours/day. Overtime pay shall be calculated at time and one-half.

Section 2. Holiday Overtime. Notwithstanding Section 1, all time worked by an employee on holidays listed in Article 20 shall be paid at time and a half plus holiday pay, however said time will not otherwise be counted twice for purposes of overtime pay under Section 1.

Section 3. 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 one-half (247.5) hours annually. Comp time may be utilized with reasonable advance notice provided the departmental scheduling and operational needs are not unduly disrupted.

No employee may carry over more than eighty-two and one-half (82.5) comp time hours into the next calendar year. All comp time hours to the employee's credit in excess of eighty-two and one-half (82.5) hours subsequent to November 15th, shall either be utilized by December 31 or paid out as soon as reasonably practicable thereafter. Employees must notify the Police Chief by November 15 annually of the number of comp time hours that the employee desires to cash in. Comp time hours designated to the Police Chief by November 15 will be paid to the employee on the first pay date in 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 4. 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.

Section 5. Whenever two or more overtime or premium rates may appear applicable to the same hour or hours worked by an employee, there shall be no pyramiding or adding together of such overtime or premium rates and only the higher of the employee's applicable rates shall apply.

ARTICLE 18 Shift Assignment

Subject to the employer's requirements that each shift be properly covered with personnel who possess specialized skills (eg. EV Tech) and years of experience (non-rookie), employees shall be entitled to annually bid on shift assignments. Provided employer requirements are met, seniority shall govern shift assignments.

The Chief of Police has the sole discretion to withdraw an officer from the role of Officer in Charge (OIC) and has the sole right to place an officer of their choosing permanently fill that shift. The Chief of Police will first request a volunteer to fill the shift. Officers will have the right to refuse the OIC role in the shift. If all qualified officers refuse, the Chief of Police has the sole discretion to assign an officer.

ARTICLE 19 Residency Requirement

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

ARTICLE 20 Holidays

Section 1. Employees shall receive 8.25 hours of holiday pay for each of the Twelve (12) holidays as listed below, subject to adjustments outlined in the following sections. Holiday pay shall be included in compensation for the pay period in which the paid holiday falls.

<u>HOLIDAY</u>	<u>WHEN CELEBRATED</u>
New Year's Day	January 1
Martin L. King Day	3rd Monday, in January
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Veterans Day	November 11
Thanksgiving Day	4th 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

Each employee shall receive one (1) floating holiday off paid at eight and one-fourth (8.25) hours straight time on a day mutually agreed by the City and employee. If the floating holiday is reasonably denied for staffing purposes, the employee shall be paid eight and one-fourth (8.25) hours with the second paycheck in December.

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

Section 2. Except as otherwise provided, regular employees with full-time service prior to the month in which a holiday occurs, and who are not required to work on holidays, shall be paid one regular day's wages for each holiday. To be eligible for holiday pay an employee must work his last scheduled work shift before, and first scheduled work shift after the holiday unless otherwise on vacation, approved use of comp time, approved, paid sick leave of 4 or more consecutive days, paid injury leave or compassionate leave.

Section 3. Employees will be entitled to eight and one-fourth (8.25) hours holiday pay for each holiday, subject to the provision in Section 2. An employee whose duties are part of necessary continuing service, who works on the above listed holidays (other than the floating holiday) will receive pay calculated as one and one-half (1 and ½) times the employee's regular rate in addition to the holiday pay. In the event that an employee works more than eight and one-fourth (8.25) hours on a holiday, the holiday pay shall be increased above eight and one-fourth (8.25) hours to reflect the actual hours worked. (For example, an employee who works ten (10) hours on Christmas shall receive ten (10) hours of straight time holiday pay plus ten (10) hours at time and one/half.)

An employee who works on a holiday shall have the option of waiving holiday pay and taking an additional floating holiday off paid at eight and one-fourth (8.25) hours straight time on a day mutually agreed by the City and employee.

Section 4. Holiday pay will not be granted while an employee is in any no pay status.

Section 5. All bargaining unit employees shall be entitled to two (2) personal days annually.

ARTICLE 21 Vacation Leave

Section 1. As used in these policies the word "vacation 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 vacation leave" is five (5) regular work days of 8.25 hours each.

Section 2. Vacation leave for eligible employees is calculated in the following manner:

1 year of service but less than 5 years	10 days vacation
5 years of service but less than 10 years	15 days vacation
10 years of service but less than 15 years	18 days vacation
15 years of service or more	20 days vacation

For eligible employees with one or more years of service completed, vacation leave will be credited in one installment with the first full pay period in January of each year. Sick leave will accrue each pay period according to Article 26 Sick Leave.

Leave time will be credited to employees with less than one (1) year of service in two installments, the first installment occurs with the first full pay period in January and the second installment occurs with the first full pay period in July. Employees that begin employment on days other than January 1 or July 1 will receive a prorated amount of leave time based on their initial date of service and its proximity to the preceding credit disbursement date. For employees hired before July 1, the second installment will consist of 50% of the employee's yearly leave.

Section 3. Accumulated vacation time 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 vacation leave 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.

In order to maintain stability on every shift, vacations shall be scheduled subject to the staffing requirements of the City as determined by the Chief of Police. There shall be no limit on the number of Officers permitted to take vacations, compensatory time, personal days, and training days per shift, if minimum staffing of two (2) officers per shift is maintained. The Chief of Police or his designee, has the discretion to amend staffing requirements (i.e., use of overtime). Said discretion will be exercised in a reasonable manner.

Section 5. Employees who leave employment for any reason will be paid for up to a maximum of three-hundred twenty (320) hours of accumulated vacation hours, or as otherwise specified in the City Personnel Manual, 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.

During the last calendar year of employment, vacation leave will be earned as follows:

- For those employees who notify the City of their intent to retire before the beginning of the calendar year, vacation leave shall accrue according to actual pay periods worked during the last calendar year of employment.
- For employees who resign or retire without providing notice to the City before the beginning of the calendar year, vacation leave will be credited on a pro-rated basis for actual time worked as of the date of separation. Any leave paid out, but not earned, shall be paid back to the Employer upon separation.

ARTICLE 22 Health Insurance

Section 1. 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%.

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 2023 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 23 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 outside of his normally schedule shift as a witness in response to a subpoena, to testify concerning work-related matters shall receive at least a minimum of three (3) hours pay plus time actually documented as spent in court. Any compensation received from the court shall be endorsed and turned over to the Employer.

The three (3) hours court bonus shall not be considered work time for purposes of computing overtime, but all time spent in court shall be included.

The three (3) hours court bonus shall not apply if the court time commences or is concluded within thirty (30) minutes of the employee's shift.

ARTICLE 24 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.

Section 6. 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 the following amounts the first pay in November:

Associate's degree	\$800.00
Bachelor's degree	\$1,200.00

Employees shall be paid only for the highest qualifying degree.

ARTICLE 25 Compassionate Leave

Section 1. Paid leave shall be granted to an employee when a death occurs in the immediate family. Immediate family shall be defined as the employee's mother, father, guardian, spouse, child, stepchild, brother, sister, grandparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren, sister-in-law, brother-in-law.

Section 2. Five (5) working days of 8.25 hours each off for the death of a spouse or child (including stepchildren). All other deaths shall be three (3) days off.

Section 3. Additional time off, using accumulated sick leave may be granted on a case by case basis, subject to the Chief's approval.

ARTICLE 26 Sick Leave

Section 1. Sick leave for full-time employees begins to accrue from the first day of employment and may be used as necessary any time during the period of employment. Sick leave is not earned during periods of time in which the employee is in a non-pay status, not working his regular shift assignment. Should the Employer elect to assign an employee to light duty with the consent of the employee's physician (which assignment shall not be made if it would jeopardize an employee's eligibility for workers compensation) the employee shall continue to earn sick leave.

Section 2. Employees shall accrue sick leave at the rate of one and one-quarter (1.25) days/month. For purposes of usage a "day" is applied as follows:

<u>Work Schedule</u>	<u>Day</u>
41.25 hr./week	8.25 hours

Section 3. Employees are entitled to accumulate unused sick leave.

Section 4. Sick leave will be approved for the following uses and may be taken in hourly increments:

- (a) Incapacitating illness (including maternity leave);
- (b) contagious diseases; or
- (c) medical or dental appointments (not to exceed three (3) hours unless excused by written permission of physician or dentist indicating that treatment rendered required employee to take off longer period).
- (d) such other illness related occurrences (e.g. serious illness of immediate family members which required the attendance of the employee) with Employer permission which shall not be unreasonably denied.

Section 5. Sick leave absences of three (3) consecutive workdays shall be supported by the employee with a written statement from his doctor. The employer may require similar statements for shorter periods of sick leave 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 sick leave.

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 at 5:30 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 sick leave beyond the number of accrued hours of sick leave will have their continued absence charged to vacation leave unless they request otherwise.

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

Section 10. Approved Uses. Sick leave 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 Effective immediately, employees with ten (10) years of accrued service (Township and Municipality) shall be entitled to convert up to one-thousand one-hundred twenty (1,120) hours of their accrued sick leave at PERS or PFDPF approved retirement on a 1 to 4 basis.

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. Sick Leave Donation - During any rolling twelve (12) month period, employees who have completed their probationary period may contribute up to forty-one and one fourth (41.25) hours of their accrued sick leave to other employees of the City of Clayton who have exhausted their accrued leave (sick, vacation and comp. time) and they or their spouse or child are stricken with catastrophic or life-threatening illness or injury. The receipt of said sick leave by an employee shall not extend their retained seniority or insurance retention under Article 12.

Section 14. Attendance Bonus Employees may earn a lump sum attendance bonus of one day's pay (8.25 hours) at the employee's regular hourly rate for not utilizing any paid sick leave in either one or both of the two (2) six (6) month period (Period 1: January 1 – June 30 and Period 2: July 1 – December 31). Employees may elect to utilize unpaid sick leave in lieu of paid sick leave for purposes that qualify under the Family Medical Leave Act and still remain eligible for the Attendance Bonus under this Section.

In addition to the day's pay, officers who earn the attendance bonus may earn additional pay in each of the six-month periods based on the following scale:

Number of Employees Receiving Bonus	Additional Bonus Amount
2	20% of 1 full day's pay at Step 5
3	30% of 1 full day's pay at Step 5
4	40% of 1 full day's pay at Step 5
5	50% of 1 full day's pay at Step 5
6	60% of 1 full day's pay at Step 5
7	70% of 1 full day's pay at Step 5
8	80% of 1 full day's pay at Step 5
9	90% of 1 full day's pay at Step 5
10+	100% of 1 full day's pay at Step 5

ARTICLE 27 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. The City may upon thirty (30) day's prior notice to the Union institute a "light duty" policy whereby employees that might otherwise have to receive benefits under lost wage claims from the Bureau of Workers Compensation can be returned to duties commensurate with their physical capabilities at their then applicable wage rate. Such light duty shall not prevent claims under applicable workers compensation laws for coverage of medical expenses. The City in its discretion may extend application of this light duty policy to employees who suffer illness or injury other than in the course and scope of their employment.

Section 8. Injury Leave Benefits.

- (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 sick leave. 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 sick leave at the rate of 1/3 day for each day of supplemental benefits paid until all accumulated sick leave 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 sick leave, 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 sick leave the Employer will maintain medical insurance coverage.

Section 10. Except as provided herein after exhaustion of injury leave benefits and accrued sick leave 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 28 Wages

Section 1. Wages in 2024 shall increase by two percent (2%) retroactively to January 1, 2024. *In January 2024 the wages in 2024 shall receive a \$1.50 market rate adjustment. There will be a wage reopener for 2025 and 2026.* Unless otherwise stipulated in this agreement, all other sections of the three-year agreement will remain in full force and effect through December 31, 2026.

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
2023 (Current)	<u>\$29.46</u>	<u>\$31.16</u>	<u>\$33.06</u>	<u>\$35.05</u>	<u>\$35.57</u>
2024 (2%)	<u>\$31.55</u>	<u>\$33.28</u>	<u>\$35.22</u>	<u>\$37.25</u>	<u>\$37.78</u>

2025 Wage Reopener

2026 Wage Reopener

All step increases shall occur on the anniversary of each employee's hire date unless an employee has had a step increase withheld due to disciplinary or unsatisfactory performance. Step increases withheld due to disciplinary or unsatisfactory performance will be subject to the grievance and arbitration procedures. Wage changes due to step increases shall be reflected in the pay period following the anniversary of the employee's hire date.

Section 2. PERS Pickup. The Employer agrees that wages will be structured for payroll purposes so that the Employee contribution will be deducted "pre-tax." Standard deductions for tax purposes will be computed on the employee gross pay after PERS or PFDPF is deducted.

Section 3. Call-in Pay. Employees called in to duty (not a continuation of a shift or where an employee is called in prior to his regular shift) shall be guaranteed a minimum of two (2) hours work paid at applicable rates, except as set forth at Article 23, Section 2.

Section 4. Any employee designated as a Field Training Officer by the Chief of Police shall receive one half (.5) hour of overtime per day for each day work is performed training another employee, for a length of time not to exceed six (6) weeks. Any training that exceeds six weeks' time requires prior authorization from a supervisor ranking shift sergeant or above.

Section 5. Employees required to temporarily change from their originally assigned shift shall receive a \$.50 per hour shift differential for all hours worked on the alternate shift.

Section 7. The Employer may determine the appropriate placement of new Patrol Officer hires within the pay steps established by this labor agreement. New hires will have no seniority except for wages.

Section 6. Patrol Officers shall receive an additional \$0.60 per hour in 2024, 2025 and 2026. This stipend will not compound on an employee's regular base pay and will only apply to regular hours worked (2,145 hours per year). This stipend of \$1,287.00 will be retroactive to January 1, 2024, 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 29 Plus Rating/OIC

Section 1. During periods when no other supervisor is on duty for two (2) continuous hours or longer on a shift, the acting supervisor for such shift will be paid a six percent (6%) plus rating for the actual hours worked. In the event that overlapping shifts result in two acting supervisors on duty simultaneously, only the acting supervisor with the most seniority within

the department shall be compensated at the plus rating. This provision is effective only where an acting supervisor is required to perform designated functions of the supervisor, i.e., a Police Officer who supervises a shift in the absence of a Sergeant. Unless otherwise designated by the Employer, the acting supervisor will be the senior full-time officer on the shift. In no event will a probationary employee be utilized as an OIC.

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 January 1, 2024 through December 31, 2026.

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.

- A. 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 in the first full pay period in March. Yearly allowance amounts shall be according to the following schedule:

2024: \$1,250

2025: \$1,250

2026: \$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 on an as-needed basis and at a threat level reasonably agreed to by the Union and City through labor-management. 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.

- B. New hires shall be issued basic uniform items as designated by the Chief. After the completion of one (1) year, the employee shall become eligible for subsequently issued uniform allowance payments.

ARTICLE 33 Employee Assistance Plan and Substance Testing

Section A. EAP Employer shall promptly establish an Employee Assistance Program ("EAP") to provide a counseling and/or referral service for employees who have continuing personal problems which may adversely affect their work performance. These problems may be financial, emotional, family, legal, or drug and alcohol related.

Section B. Referrals to treatment or counseling services may be initiated by the employee and/or supervisor through the EAP Coordinator. The EAP Coordinator will not be an employee of the Employer. All referrals are 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 designated EAP Coordinator or Police Chief.

Section C

- A. **Employee** means any bargaining unit member.
- B. **Employer** means the City of Clayton

- C. Controlled substance (also referred to herein as "illegal drugs") means a controlled substance as defined in R.C. Chapter 4506 (Commercial Driver's License Provisions) or as otherwise defined under applicable Federal or State law.
- D. Harmful Intoxicant means a substance defined at 2925.01(J) ORC or as otherwise defined under applicable Federal or State law.
- E. Conviction means a finding of guilt, [includes a plea of nolo contendere (no contest) or the imposition of a sentence, or both], by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
- F. Criminal drug statute means a federal, state or local criminal statute or ordinance involving the manufacture, distribution, dispensing, use or possession of any controlled substance or harmful intoxicant.
- G. Reasonable suspicion is defined as an apparent state of facts and/or circumstances found to exist on inquiry by the supervisor which would warrant a reasonable, prudent person to believe the employee was under the influence of a controlled substance, harmful intoxicant, beer, wine or intoxicating liquor.
- H. Random Testing is defined as selection of an employee for substance testing on an indiscriminate basis².

Section D

- A. It is the Employer's policy to maintain a safe and productive "Drug Free" workplace for its employees; employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or harmful intoxicant.
- B. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or harmful intoxicant by any employee which takes place in the workplace is strictly prohibited and will result in criminal prosecution and employee discipline consistent with just cause.
- C. Any employee convicted of any federal or state criminal drug statute occurring in the workplace must cause the employer to be notified of that fact within five (5) calendar days of the conviction.

² The parties agree that Random Testing shall not be implemented for the Police Department until applicable to all Employees of the City of Clayton.

- D. Any employee who reports for duty in an altered or impaired condition which is the result in whole or in part of the illegal use of a controlled substance or harmful intoxicant or use of beer, wine or intoxicating liquor will be subject to disciplinary action. As set forth hereafter the employer may choose to hold disciplinary action in abeyance while an employee participates in drug and/or alcohol rehabilitation. The employee assistance will remain confidential and not be noted in the employee personnel file however the Employer shall maintain records concerning said referral and treatment that shall not be available to the public unless required under applicable law. This "Drug Free" workplace article shall apply to all bargaining unit members.

Section E

- A. All bargaining unit members will receive a copy of the Employer's Drug Free Workplace Statement, Drug Free Workplace Article and Drug Testing Article and will be required to sign for receipt of those copies, in which a copy of the signed article will become a permanent part of the employee's personnel file.
- B. All bargaining unit members will be given notice that the Employer reserves the right to order employees to submit to drug testing only with reasonable suspicion or randomly in accordance with this article of the collective bargaining agreement.

Section F

- A. In accordance with R.C. §4506.15, no employee shall operate equipment or drive a motor vehicle owned or leased by the Employer (a) after having consumed alcohol within the prior six hours; (b) after having consumed, ingested or inhaled any controlled substance or harmful intoxicant; (c) while having a measurable or detectable amount of alcohol or of a controlled substance or of a harmful intoxicant in his blood, breath or urine; (d) while having an alcohol concentration of four-hundredths of one per cent or more; and/or (e) while under the influence of a controlled substance or of a harmful intoxicant .
- B. In order to maintain a safe and healthy environment in which to work, the employer reserves the right as a condition of continued employment, the ordering of an employee to submit to examinations including blood or urine tests for illegal drugs and/or harmful intoxicants or the misuse of legal drugs and/or alcohol on a random basis or where there is reasonable suspicion that an employee's work performance is affected by the condition, or on a statistically random basis to the extent such random testing is required under applicable Federal and State law. Reasonable suspicion shall be determined by the employer or designee on the basis of reliable and verifiable information provided to him/her, including but not limited to descriptions of appearance, behavior, speech or breath odor. All reliable and verifiable information shall be made available to the members union representatives.

- C. This testing shall be conducted solely for administrative purposes. Results obtained shall be held in complete confidentiality and may not be used in criminal proceedings other than by subpoena from a judicial body.

Section G

To the extent that the Employer implements a Substance Testing Program that is applicable to employees covered by this Agreement the following minimal standards shall apply:

- A. All drug/alcohol screening tests shall be conducted by medical laboratories licensed by the State of Ohio or properly accredited by a recognized national organization (eg. the College of American Pathologists). The procedure utilized by the employer and testing laboratory shall include a chain of custody procedure and mass spectroscopy confirmation of any positive initial screening. The foregoing laboratory procedures shall be the protocol followed in this article, and shall be outlined in writing, concerning the collection of bodily fluids utilized for examination and testing. The samples collected shall be contained in three (3) separate containers for use in the following prescribed testing procedures. All separate containers shall be initialed by the member and the person taking the samples after sealing of the containers. Either party may have another representative present as a witness during the taking of the aforementioned samples at no loss of wages for any party.
- B. This protocol procedure shall be sent to the Union; and at its option and expense, the Union may send the protocol procedure to a board-certified clinical pathologist for opinions as to the adequacy of the procedure. If the Union finds bona fide serious testing process flaws in the protocol, the Employer will communicate with and/or solicit other potential vendors to achieve an acceptable protocol that satisfies accepted industry standards.
- C. If the protocol is accepted by the Union, and no timely objection is made by the qualified expert for the Union, the designated vendor will be accepted, and a collection point designated.
- D. The results of the testing shall be delivered only to the Police Chief and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a release for disclosure of the testing results. A Union representative from the bargaining unit shall have a right to access to the results upon request to the Chief with the employee's written consent.
- E. Upon direct orders by the Employer pursuant to this Substance Testing Article, the employee shall, at the expense of the Employer submit to such test; and upon request, the employee will sign an appropriate release form authorizing withdrawal of blood or urine or the taking of hair samples and the release of the test result to the employer.

- F. Refusal by an employee to submit to the test under this Article, as ordered, or the refusal to sign a release form, as required, or the failure or refusal to provide either a specimen of urine or blood, or the taking of hair samples as ordered, shall constitute a presumption of a positive test result and may result in such employee's discipline. At the time of the taking of the original specimens, three (3) separate specimens will be taken. Two of the specimens shall be delivered to separate testing facilities and the third shall be sent to a drug testing facility of the employee's choice. The employee's sample will be tested at the employee's request and expense. The testing facilities chosen shall have Liability Insurance to protect the employee from false readings of the specimens being tested. If the results of the two separate tests required by the Employer have not been returned within twenty (20) calendar days and the employee deems it necessary to have his/her specimen tested, the cost of such test shall be paid by the Employer. No employee shall suffer any loss of wages or accumulation of any type of leave while waiting for the results of any test or physician verification for his/her return to duty if the drug test returns indicate the employee was substance free.
- G. If the screening test is positive, a confirmatory test shall be conducted. The positive findings of the first confirmatory test may be followed by the employer desiring that the second sample be tested.
- H. In the event the second test confirms the results of the first test, the Employer may proceed with sanctions as set forth in this Article.
- I. In the event that the second test contradicts the results of the first test, the employer may request a third test at a laboratory from the list maintained by the employer, approved by the employer and the Union. The results of this test, if positive, shall allow the employer to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.
- J. In the event that two tests are positive, the employee is entitled to have the sample in the third container tested at an approved laboratory, at the employee's expense. If this test were to come back negative, all of the testing procedures shall be investigated and a meeting with the member, union, and the Employer shall take place in order to decide if another test would benefit the accused. If possible or necessary, another sample may be taken or retesting of the prior samples taken at the joint (50-50) expense of both the employee and the employer.
- K. A list of three (3) testing laboratories shall be maintained by the employer. These laboratories shall conduct any testing directed by the employer. The employer shall obtain the approval of the Union as to any laboratories put on this list, which approval shall not be unreasonably withheld.
- L. After two (2) positive test results are received as set forth above, the employer may require the employee to participate in any rehabilitation that is covered by the

employee's health insurance or EAP. Depending upon the nature and severity of the offense, discipline resulting from the positive findings of confirmatory sample testing for controlled substances and/or harmful intoxicants may be immediately imposed or reasonably deferred pending rehabilitation of the individual. Discipline resulting from the positive findings of confirmatory sample testing for beer, wine or intoxicating liquor shall be deferred on the first occasion pending rehabilitation of the individual unless said use resulted in loss or damage to City property or liability of the City to a third party. An employee who participates in a rehabilitation program shall be allowed to use sick leave, vacation leave, leave of absence and compensatory time for the program for the period of the rehabilitation. Upon successful completion of such program, and upon receiving results from a retest demonstrating that the employee is substance free the employee shall be returned to his/her former position. Any employee in the above-mentioned rehabilitation programs who is placed on medical leave of absence without pay because of a lack of accrued sick leave shall retain only such benefits and seniority as is provided under other applicable Articles of this Agreement.

- M. If the screening test is positive and the circumstances surrounding the incident are of such severity and egregiousness that immediate discipline is reasonable and appropriate, or if the employee refuses to undergo rehabilitation, or if he fails to complete a program of rehabilitation or if he tests positive during random tests within twelve (12) months after his/her return to work from such a program, the employee shall be subject to disciplinary action. Additionally, an employee shall be subject to discipline for any violation of law or policy that occurs while on duty in conjunction with said substance or alcohol abuse (eg., DUI, insubordination, etc.)
- N. Costs of all drug/alcohol screening tests and confirmatory tests shall be borne by the employer except that any test initiated at the request of the employee or otherwise not mentioned shall be at the employee's expense.
- O. The employer may conduct three (3) sporadic tests for a period of twelve (12) months from the time of employee's return to work. However, drug/alcohol testing may be required of any employee, at any time, based upon reasonable suspicion or if randomly selected.
- P. Only for the purposes of implementing the provisions of this Article, each bargaining unit member who undergoes substance testing shall execute a medical release in order for the employer to obtain the results of the drug/alcohol screening testing. Except as otherwise provided by State or Federal law with regard to communicable diseases, or without further authorization of the employee, the releases referred to in this Article shall authorize only the release of examination results and progress reports pertaining to the drug screening test results. No other medical findings may be released without the express written permission of the employee.

The provisions of this Agreement shall not require the employer to offer a rehabilitation program to any employee more than once.

- Q. An employee who refuses to take or does not take a substance test administered pursuant to this Article and is only suspended may not return to duty until he/she has passed a substance test administered under this Article.
- R. Any bargaining unit employee who has been ordered to undergo blood or urine or hair testing may, upon request, be accompanied to the testing site by a steward or co-worker. No test will be delayed due to the tardiness of the employee's representative or co-worker. The employee's steward or co-worker shall be given reasonable time to attend.
- S. Results of all tests administered pursuant to this Article shall constitute medical information and shall not constitute a public record unless otherwise provided under Ohio law. There will be equal and fair treatment to all bargaining unit employees.
- T. The reading and interpretation of the specimen results shall be done by a Medical Review Officer who shall be a licensed physician responsible for receiving laboratory results generated by an employer's substance testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his/her medical history and any other relevant biomedical information. This individual shall have documented scientific qualifications in analytical testing procedures.
- U. The employer and the certified laboratory shall develop and maintain a clear and well-documented procedure for collection, shipment, and accessing of specimens under this Article.
- V. A proper chain of custody shall be maintained on all specimens taken.

Section H. Prescription Drug Use

The employer does not prohibit employees from using prescription drugs, provided: (a) the prescription drugs are prescribed for medical reasons by a licensed medical practitioner with dosage frequency prescribed on the label; and (b) the employee's use of prescription drugs does not affect job performance, threaten the safety, property or reputation of other employees or the Employer or result in a criminal felony or misdemeanor incident while on duty.

A supervisor acting on reasonable suspicion or if detected by random testing will give the employee who is using prescription medication according to the dosage prescribed and for appropriate medical treatment purposes the opportunity to explain the circumstances of obtaining the prescription if prescribed to someone other than the user. If the prescription is lawfully filled and used according to the dosage prescribed and is used for a reasonable medical treatment purpose the explanation will serve as an affirmative defense.

The Employer reserves the right to apply the disciplinary procedures of this collective bargaining agreement, including requiring a drug and/or alcohol test, to any employee who uses prescription drugs in a manner which violates this rule.

ARTICLE 34 Promotions

Vacancies in positions above the rank of patrolman but below the rank of Lieutenant shall be posted for at least two (2) weeks to allow existing employees to indicate their interest in said position. In order for existing employees to be eligible to apply for promotion, they must have a minimum of three (3) year's full-time employment with the department and have obtained at least a two (2) year college degree at the time of application or completed at least sixty (60) credit hours towards a college degree. If the promoted officer does not possess a two (2) year college degree at the time of promotion, he or she must complete a two (2) year degree program by the end of the promotional probationary period.

Where two (2) or more eligible applicants have evidenced their interest in the position, the employer will administer a competitive promotional exam which may include written and/or oral components. Seniority credit will be computed in accordance with R.C. §124.31 but only if the applicant has received a passing grade on the exam. The employer may fill the position with any one applicant from among the three who achieved the three highest overall scores on the promotional exam.

In the event that the employer elects not to fill the position with those applicants, or only one (1) eligible applicant working in the Department applies for the vacancy or if none of the eligible applicants achieve a passing score on the competitive examination, the employer may (but is not required to) accept applications from, administer the competitive promotional exam to, and consider a new slate of applicants including those from outside the Department who possess at least three (3) years of full-time experience as a police officer and have obtained at least a two (2) year degree at the time of application.

ARTICLE 35 Filling of Vacancies

Section 1. Definitions

- An unscheduled vacancy is defined as any vacancy need that is not known at least seven (7) calendar days in advance. The seven (7) day period starts to run the day after notice of the need for vacancy is received.
- A scheduled vacancy is defined as any vacancy that is known to the Employer more than seven (7) calendar days in advance.

Section 2. Unscheduled vacancies shall be filled as follows to maintain desired coverage:

(A) Using a split shift by offering four (4) hours to full-time employee(s) to extend their existing shift and four (4) hours to full-time employee(s) scheduled to work on the subsequent shift.

(B) By offering an eight (8) hour shifts to full-time employees on their day off.

(C) By offering four (4) or eight (8) hours shifts to part-time employees. Part-time employees may only be asked to fill the vacant shift if there is at least one full-time officer present and working.

Section 3. In the event coverage is not obtained using Section 2(A) and (B) then Section 2(C) may be utilized. If the overtime remains unfilled, employees can be ordered to extend their shift by holding over for four (4) hours and starting their subsequent shift early by four (4) hours. The Employer shall make every effort to provide immediate notice of at least three (3) hours to the employee required to work the second half of the vacant shift.

Section 4. Scheduled vacancies may be filled using any combination of part time or full-time officers. In the event that full time officers are used, the Employer will make good faith efforts to accommodate the Union's desire to equalize overtime. However, in the event a question arises as to eligibility, the most senior full-time employee shall receive the overtime offer.

When mandatory overtime is required to fill scheduled vacancies, the same process utilized to fill mandatory unscheduled vacancies shall be used.

Article 36 Special Assignment Positions

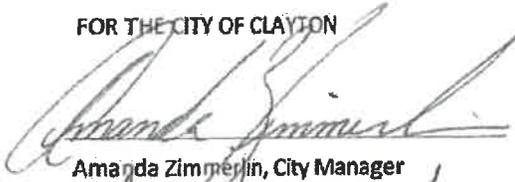
Whenever the Employer desires to fill a Special Assignment Position (i.e., Property Room Officer, School Resource Officer, Detective, etc.), a notice of such opening, stating the job classification, job description, and qualifications, shall be posted for seven (7) calendar days. During this period, anyone wishing to apply for the open position shall submit a written application to the Chief of Police. The Chief shall not be obligated to consider any applications submitted after the posting period.

All timely-filed applications shall be reviewed, and the position shall be awarded to the most qualified applicant. The Employer maintains the right to determine who is best qualified using the criteria of skill, ability, training, experience, and knowledge. A six (6) month probationary period in the Special Assignment Position is required. Employees who do not successfully complete the probationary period shall be returned to their previous position without loss of seniority.

The Chief determines all assignments, all duties related to assignments, and shall exercise ordinary and reasonable discretion in the selection process.

Assignments are not subject to the Arbitration Procedure. Probationary reversions to former positions shall not be grievable.

FOR THE CITY OF CLAYTON



Amanda Zimmerlin, City Manager



Matthew Hamlin, Chief of Police

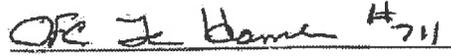


Elaine Wittman, Asst. to the City Manager

12/11/2023

Dated

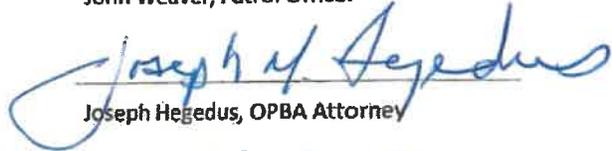
FOR THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION

 #711

Thomas Hamlin, Patrol Officer

 #709

John Weaver, Patrol Officer

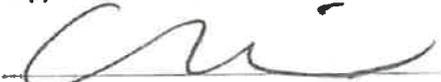


Joseph Hegedus, OPBA Attorney

12-27-2023

Dated

Approved as to form:



Clayton Law Director

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

12-11-23

Date