

AGREEMENT BETWEEN THE CITY OF BOWLING GREEN, OHIO

AND

THE BOWLING GREEN POLICE COMMAND OFFICERS' ASSOCIATION

AUGUST 18, 2005 TO AUGUST 17, 2008

ARTICLE 1 PREAMBLE

This agreement is hereby entered into by and between the City of Bowling Green, Ohio, hereinafter referred to as the "Employer" or the "City" and the Bowling Green Police Command Officer's Association, hereinafter referred to as the "BGPCOA" or the "Union".

It is the purpose of this Agreement to achieve and maintain a satisfactory and stabilized employer/employee relationship, to promote improved work performance, to provide an opportunity for the Union and the Employer to negotiate on matters pertaining to wages, hours, or terms and other conditions of employment, and to provide for orderly, harmonious, and cooperative employee relations in the interest not only of the parties, but of the citizens of Bowling Green, Ohio.

ARTICLE 2 REPRESENTATION

Section 2.1 The Bowling Green Police Command Officer's Association shall be the sole and exclusive representative and bargaining agent with respect to matters pertaining to wages, hours, or terms and other conditions of employment. All agreements entered into and between the City and the employees covered by this agreement shall be through duly authorized representatives of the Union. Any other agreement shall be of no effect.

Section 2.2 No one shall be permitted to function as a Union representative until the Union has presented the City with written certification of that person's selection.

Section 2.3 The Union shall provide the City with an official roster of all local Union officers and authorized representatives which shall be kept current at all times and shall include:

1. Name
2. Address
3. Home telephone number
4. Union office held

Section 2.4 The union agrees that no official of the Union shall interfere with or disrupt the normal work duties of other employees.

ARTICLE 3 PLEDGE AGAINST DISCRIMINATION

Section 3.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining units without discrimination as to age, sex, disability, marital status, race, creed, national origin, union affiliation, religious affiliation, or political affiliation. The Union shall share equally with the City the responsibility for applying this provision of the Agreement.

Section 3.2 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural shall be construed to include singular, and words whether in the masculine, feminine, or neuter gender shall be construed to include all of the genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted as being discriminatory by reason of sex.

Section 3.3 Neither party shall interfere with, restrain, coerce, or otherwise discriminate against any employee in the bargaining unit for exercising his/her right to join or not to join the Union.

ARTICLE 4 DURATION OF AGREEMENT

Section 4.1 This Agreement shall be effective as of 12:01 a.m. on August 18, 2005, and shall remain in full force and effect until 11:59 p.m. August 17, 2008, provided, however, it shall be renewed automatically on its termination date for another year in the form in which it has been written unless one party gives written notice as provided herein.

Section 4.2 If either party desires to terminate, modify, or amend this Agreement, it shall give written notice no earlier than one hundred twenty (120) calendar days prior to the expiration date nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within fourteen (14) calendar days upon receiving notice of intent.

Section 4.3 The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining; and the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union, and all prior agreements, either verbal or written, are hereby cancelled. Therefore, the Employer, the employees, and the Union for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, unless otherwise specifically provided herein, to bargain collectively or individually with respect to any subject matter even though such subjects or matters may not have been within the knowledge of either or both parties at the

time they negotiated or signed this Agreement.

ARTICLE 5 PAYROLL DEDUCTIONS

Section 5.1 The City agrees to deduct regular Union dues, once each month on the second paycheck of each calendar month, from the pay of any employee who is a member in the Union, upon receiving written authorization, signed individually and voluntarily, by the employee. The signed payroll deduction form must be presented to the Finance Director by the Union. Upon receipt of the proper authorization, the City will deduct Union dues the next payroll period in which such dues are normally deducted following the pay period in which the authorization was received by the City.

Section 5.2 All payroll deduction authorization cards shall be honored by the City for the remainder of the calendar year in which they are submitted and shall be automatically renewed for an additional one-year period on January 1 of each year unless they are revoked in accordance with the following procedures:

No earlier than December 1 nor later than December 31 of any year, any employee desiring to revoke his authorization for payroll deduction of union dues shall submit a signed revocation request to the Finance Director and Union president. Payroll deduction of union dues shall cease the next pay period following the pay period in which the revocation request is received.

The above procedures for authorizing or revoking payroll deduction of union dues shall not be construed as requiring an employee to become a member of the Union or remain a member of the Union as a condition for securing or retaining employment.

Section 5.3 It is specifically agreed that the City assumes no obligation, financial or otherwise, arising out of the provisions of this section and the Union hereby agrees that it will indemnify and hold the City harmless from any claims, actions, or proceedings by any employee arising from deductions made by the City hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 5.4 The City shall be relieved from making such deductions upon the employee's (a) termination of employment, (b) layoff from work, (c) an agreed leave of absence, or (d) revocation of the authorization by the employee. Employees who either revoke their authorization or fail to join the Union shall be required to permit the City to deduct from their payroll checks that percentage proportion of the regular union dues paid by members of the Union which are devoted by the Union to legal expenses and collective bargaining expenses. Non-members shall not be required to contribute that percentage of the regular union dues spent by the Union on other activities. The Union, upon request, shall annually provide an accounting to each revoking member or non-member as aforesaid generally describing the percentage breakdown set forth herein. At the request of the revoking member or non-joining member, the Union shall present evidence of actual expenses during the preceding calendar thirty-six (36)

months to verify the proportionate share of regular union dues to be paid by said non-member.

Section 5.5 The City shall not be obligated to make deductions of any kind from any employee who, during any deduction month involved, shall have failed to receive sufficient wages to equal the deduction.

Section 5.6 It is agreed that neither the Employees nor the Union shall have a claim against the City for errors in the processing of deductions unless a claim of error is made to the City, in writing within ten (10) calendar days after the date such error is claimed to have occurred. If it is found that an error occurred, it will be corrected at the next pay period that Union deductions are normally made by deducting the proper amount necessary to correct the error. Payroll collection of dues shall be authorized for the exclusive bargaining representative only and not for any other organization attempting or alleging to represent the employee within the bargaining unit.

Section 5.7 One (1) month's advance notice must be given to the Finance Director prior to making any changes in the individual's deduction. The City agrees to furnish the treasurer a warrant in the aggregate amount of the deductions authorized by Section 5.1 of this Article within five (5) calendar days of the date on which the payroll checks which contained the deductions were issued.

ARTICLE 6 MANAGEMENT RIGHTS

Section 6.1 The parties hereto agree that the City, on its own behalf and on behalf of its citizens, shall continue to exercise all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws, and Constitutions of the State of Ohio and the United States, the City Charter, and ordinances of the City of Bowling Green, and any lawful modifications made thereto, except as modified by the express terms of this Agreement.

Section 6.2 The parties hereto agree that the City shall be solely responsible to:

- (1) Determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organization structures;
- (2) Direct, supervise, evaluate, or hire employees;
- (3) Maintain and improve the efficiency and effectiveness of governmental operations;
- (4) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- (5) Suspend, discipline, demote, discharge for just cause, layoff, transfer, assign, schedule, promote, or retain employees except as herein specifically

limited;

(6) To establish and administer the current classification system, except as herein specifically limited;

(7) Determine the adequacy of the work force;

(8) Determine the overall mission of the Employer as a unit of government;

(9) Effectively manage the work force;

(10) Take the actions to carry out the mission of the public Employer as a governmental unit.

ARTICLE 7 EMPLOYEE BILL OF RIGHTS

Section 7.1 Employees of the Police Division included within the scope of this Agreement shall be entitled to the following rights as they relate to non-criminal charges against an employee for violation of Police Division policies, rules, and regulations. An employee being investigated for possible criminal charges shall be afforded the same constitutional rights as are required to be provided to any other citizen.

EMPLOYEE RIGHTS

A. Any time that the Police Chief or his designee conducts a disciplinary hearing with an employee in which the disciplinary action anticipated is a suspension with pay, a suspension without pay, reduction, or discharge, the employee shall be advised of his rights to have a Union representative and/or other representative of his choosing present in accordance with the disciplinary procedures contained herein. In any disciplinary hearing, each party shall have the right to question the other party's witnesses.

1. Before an employee may be charged with any violation of division rules and regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer questions or participate in such investigation may be made the basis for such a charge.

2. Any interrogation, questioning, or interview shall be conducted at a reasonable hour, preferably while the person to be interrogated or interviewed is on duty. Such sessions shall be for reasonable periods of time and time shall be allowed for rest period(s) and for other physical necessities.

3. The employee shall be informed in writing of the specific nature of the investigation prior to any questioning.

4. There shall be no press release by the City, the Union, or the employee regarding the employee under investigation until such investigation is completed and the employee is either cleared or charged.

5. When an employee suspected of a violation of Division policies, rules, or regulations is being interrogated, such interrogation shall be recorded at the request of either party. The party requesting the recording shall be responsible for the cost unless both parties desire a copy, wherein the cost shall be equally shared. In addition, the party requesting the recording shall be responsible for providing the appropriate recording equipment.

6. An employee who has been charged with a violation of any division policy, rule, or regulation shall, upon request, be provided the opportunity to obtain copies, at current reproduction cost, of transcripts, recordings, written statements, and any other material relating to the charges as a condition of its use at a hearing or interrogation on such charge. Such request must be made not less than 24 hours prior to the scheduled hearing; however, the parties may waive the 24-hour provision in the event of extenuating circumstances.

7. In the course of an internal investigation, a polygraph examination will be administered only with the consent of the employee under investigation. When such polygraph examination is conducted with the consent of the employee under investigation, the result of such examination shall not be used by either party for any purpose in any subsequent court action.

B. When a confidential or anonymous complaint is made against an employee, following the initial investigation the employee shall be interviewed and apprised of the circumstances and specific facts relating to the complaint. In the event there is corroborative evidence, the employee shall be required to submit to interrogation and/or make a report or statement. All hearings and interrogations shall be continued for a period of at least 24 hours at the request of the charged employee. The employee shall be advised of this right prior to the commencement of any hearing or interrogation.

ARTICLE 8 SAFETY AND WELFARE

Section 8.1 The City shall make reasonable provisions for the safety, health, and welfare of Police Division employees. The Union agrees to work cooperatively in maintaining safety within the Police Division.

Section 8.2 The City will determine, furnish and maintain the necessary tools, facilities, vehicles, supplies, and equipment required for the employees to safely carry out their duties. Employees are responsible for reporting known unsafe conditions or practices, and for properly using and caring for tools, facilities, supplies, and equipment provided by the City.

ARTICLE 9 WORK RULES AND REGULATIONS

Section 9.1 The Union recognizes that the Employer or his designee(s), in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies, procedures, and directives consistent with statutory authority to regulate the personal conduct of employees and the conduct of the Employer's services and programs.

Section 9.2 Work rules, regulations, policies, procedures, and directives shall not violate any provision of this Agreement.

Section 9.3 Work rules, regulations, policies, procedures, and directives shall be interpreted and applied uniformly to all employees within the bargaining unit(s).

Section 9.4 The City has the right to mandate either an eight hour shift or a ten hour shift for employees covered by this collective bargaining agreement.

Section 9.5 The parties agree that they will not change the wages, hours, and conditions of employment during the term of this contract except as reserved to management as management rights and not in direct violation of this agreement.

But for extenuating circumstances (officer's safety, public safety, or change of law), when changing policies or procedures, the City will provide the Union with all changes at least fifteen (15) work days prior to their taking effect. The Union must demand to bargain during the fifteen (15) work day period which commences when two union officers have received the proposed policy or procedure. If the parties do not agree on whether the City may unilaterally change a policy or procedure, then the Union's only recourse is arbitration as set forth in Article 17, Section 17.3, Step 4 of this agreement. If the parties are unable to negotiate an agreement within fifteen (15) work days of the arbitrator's decision the matter will be resubmitted to the same arbitrator for resolution. The parties further agree that any discussion or negotiation over changed policies or procedures does not constitute an admission or recognition that the policies or procedures at issue are outside the bounds of management rights.

Section 9.6 This article shall not be interpreted in any manner to relieve any employee of his responsibilities to follow the established rules and procedures of good conduct necessary to preserve the good order and discipline of the Police Division.

Section 9.7 All employees shall have access to all written work rules, regulations, polices and procedures.

ARTICLE 10 SENIORITY

Section 10.1 Seniority is defined as continuous service from the last date of hire and shall be applied first by rank, second by continuous service in rank, third by continuous service with the Police Division, and last by employee social security

number, wherein the lower last four (4) digits shall be first in seniority.

Section 10.2 The preceding definition of seniority shall be applied where appropriate in this Agreement.

ARTICLE 11 PROMOTIONS

Section 11.1 No position above the rank of Patrolman within the Police Division shall be filled by original appointment. This article shall apply only to promotion to the classification of Lieutenant. Vacancies in positions above the rank of Patrolman shall be filled by promotion from among persons holding positions in a rank lower than the position to be filled. No position above the rank of Patrolman shall be filled by any person unless he has first passed a competitive written promotional examination. Promotion shall be by successive ranks so far as is practicable, and no person shall be promoted to a position in higher rank who has not served at least twelve (12) months in the next-lower rank. No competitive promotional examination shall be held unless there are at least three (3) persons eligible and willing to compete. Should it be determined that there are fewer than three (3) persons holding positions in the rank next lower than the position to be filled, who are eligible and willing to compete, the persons holding positions in the then next-lower rank who are eligible shall be allowed to compete with the persons holding positions in the rank lower than the position to be filled. An increase in salary or other compensation of anyone holding a position in the Police Division, beyond that fixed for the rank in which such position is classified, shall be deemed a promotion, except as provided in Section 124.491 of the Revised Code of Ohio.

Section 11.2 If the Mayor determines that a vacancy exists in a position above the rank of Patrolman, and there is no eligible list for such rank, the Civil Service Commission shall, within sixty (60) calendar days of such vacancy, hold a competitive written promotional examination. After such examination has been held and an eligible list established, the Commission shall forthwith certify to the Mayor the names of the three (3) persons receiving the highest scores. Upon such certification, the appointing authority shall appoint one of the three persons so certified within thirty (30) calendar days from the date of such certification. If there is an eligible list, the Commission shall, where there is a vacancy, immediately certify the names of the three (3) persons having the highest scores, and the appointing authority shall appoint one of the three persons so certified within thirty (30) calendar days of the date of such certification.

Section 11.3 No additional credit for military service shall be allowed in promotional examinations.

Section 11.4 After a promotional examination has been held and prior to the grading of such examination papers, each participant in said promotional examination shall have a period of five days, exclusive of Saturdays, Sundays, or holidays, to inspect the test materials in accordance with the requirements established by the company that provides the test materials. Any protests shall be in writing and shall remain anonymous to the Civil Service Commission. All protests with respect to a promotional examination shall be determined by the

Commission within a period of not more than five (5) days exclusive of Saturdays, Sundays, and holidays, and the Commission's decision shall be final. If the Commission discovers that an error exists with the test then it shall correct the examination scores that are affected within five (5) days of its finding of such error(s).

Section 11.5 After the grading of such examination papers, any participant in the examination who deems his/her examination papers have been erroneously graded shall have the right to appeal to the Commission, and said appeal or appeals shall be heard by the Commission.

Section 11.6 The public notice of a holding of a promotional examination for a position or positions in the Police Division shall, unless waived by all persons eligible to participate, be published not less than thirty (30) days prior to the examination and shall contain a description of the source material from which the examination questions are prepared. Such source material shall be equally accessible to all examinees. Failure to comply with this requirement shall make void the pursuant examination, unless all participants in the examination have voluntarily agreed to waive this requirement.

Section 11.7 Prior to the interview process, candidates may be requested to supply to the interviewing committee written statements/essays concerning such topics as their goals for the future in organization, their previous successes, or any other job related topics.

ARTICLE 12 REDUCTION IN FORCE

Section 12.1 The City agrees that in the event that the possibility of a lay-off exists, or is contemplated, affecting employees of the Police Division, the City will notify the Union representatives by written notice no later than twenty-one (21) calendar days prior to the first day of the possible lay-off. Such notification shall be for the purpose of establishing discussions between the parties in order to develop mutually acceptable alternatives to prevent or overcome the need for the proposed lay-off. Upon request of the Union, the City shall conduct a labor/management conference within said 21 days to discuss proposed lay-offs.

Section 12.2 When it becomes necessary in the Police Division, through lack of work or funds or for other causes, to reduce the force of such Division, lay-offs shall be conducted on a classification basis as determined by the City. Employees will be laid off from the affected classification in accordance with their seniority with the employee(s) with the least seniority being laid off first. An employee laid off shall be allowed to bump less senior employees in positions for which the senior employee is qualified. When a position above the rank of Patrolman is abolished and the incumbent in that position has been permanently appointed, the officer with the least seniority within the rank of the position abolished shall be demoted to the next lower rank and the officer in the next lower ranks shall be demoted, and so on down until the person with the least seniority has been reached, who shall be laid off.

Section 12.3 Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff. An employee may be recalled to any position for which he is qualified. If the position he held before being laid off subsequently becomes available and if the employee has been recalled to a different position, the employee shall have first option to return to that position.

Section 12.4 If an employee is recalled to a position in a lower-rated job classification, he shall have the right to return to the job classification he held prior to being laid off in the event it subsequently becomes available. The City shall not hire new employees in bargaining unit positions as long as there are still employees on the recall list who are presently physically qualified to perform the work in the affected job classification and are willing to be recalled to said classification.

Section 12.5 An employee to be recalled will be informed of his reemployment in the form of a written notice. This notice shall be considered received by the employee when mailed by certified mail to the last-known address of the employee as shown on the City's personnel records. It shall be the responsibility of each employee on lay-off to keep the City advised of his current address. Within fifteen (15) calendar days after notice of reemployment is mailed, the employee must advise the City in writing of his acceptance of reemployment and his ability to commence employment on the date specified in the notice. Any and all reemployment rights granted to an employee shall terminate upon such employee's failure to respond and to accept within fifteen (15) calendar days any position offered to the employee.

Section 12.6 Employees so laid off may elect to continue hospitalization, medical, and dental coverage by paying the monthly group rate premium in advance each month for a period not to exceed eighteen (18) months. The employee shall pay the City's actual administrative expense for the coverage during the eighteen month period.

ARTICLE 13 PERSONAL SERVICE RECORDS

Section 13.1 Any employee of the Police Division shall be permitted to review his personal service records (Personnel Records) and may receive a copy of any item(s) in his file at current reproduction cost. The City shall not suffer any loss of the employee's services as result of this activity.

Section 13.2 Subject to approval by the State Auditor, and pursuant to Section 149.39 O.R.C., the personal service record of an employee is to be cleared or purged of any offenses upon written request of the employee in accordance with the following schedule:

1. Any reprimand shall be removed (upon the employee's written request) from the record after one (1) year from the date of the reprimand, providing there is no intervening disciplinary action involving a written reprimand during the one-year period.

2. Any suspension of less than thirty (30) days shall be removed (upon the employee's written request) from the record after a period of two (2) years, providing there is no intervening disciplinary action involving suspension during the two-year period.

3. Any suspension of thirty (30) days or more shall be removed (upon the employee's written request) from the record after seven (7) years, providing there is no intervening disciplinary action involving a suspension of thirty (30) days or more during the seven-year period.

ARTICLE 14 BULLETIN BOARDS

Section 14.1 The City shall allow the placement of a bulletin board in an easily accessible, agreed-upon location in the Police Division. Union notices relating to the following matters may be posted without the necessity of receiving prior approval of the Chief of Police.

1. Union recreation and social affairs.
2. Notice of Union meetings.
3. Union appointments.
4. Notice of Union elections.
5. Reports of non-political committees and independent non-political arms of the union
6. Non-political publications, rulings, and policies of the Union
7. Civil Service Board and pension board publications.

Section 14.2 All other notices of any kind not covered in Section 14.1 must receive prior approval of the Chief of Police or his designated representative.

ARTICLE 15 LABOR/MANAGEMENT CONFERENCE

Section 15.1 In the interest of effective communications, either party may, not more than four (4) times yearly unless otherwise mutually agreed, request a labor/management conference. Such request shall be made in writing and be presented to the other party five (5) calendar days in advance of the requested meeting date. The written request will include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. Said conference shall be scheduled during regular business hours (8:00 a.m. - 4:00 p.m.) and shall be limited to two (2) hours. A labor/management conference shall be scheduled as soon as possible from the date requested.

Section 15.2 The purpose of such meetings shall be limited to:

1. Discuss the administration of this agreement.
2. Notify the Union about changes made by the Employer which affect

employees.

3. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.

4. Disseminate general information of interest to the parties.

5. Give the Union representative the opportunity to share the views of its members and/or make suggestions on subjects of interest to its members.

6. Discuss ways to increase productivity or improve efficiency.

7. Consider and discuss health and safety matters relating to employees.

Section 15.3 There shall be no more than four (4) representatives for each party in attendance at a labor/management conference, unless otherwise mutually agreed.

ARTICLE 16 INJURY LEAVE

SECTION 16.1 In the event a covered employee is absent due to an injury or illness incurred on duty under such circumstances as would cause such injury or disability to be compensable under the Workers' Compensation laws of the state of Ohio, the employee shall be carried on the payroll of the City for the period of disability provided the extent of the injury or disability prevents such person from performing those duties as may be assigned and provided further. Such period shall not exceed three (3) months.

SECTION 16.2 In order to be eligible, the employee must submit to his/her division head a completed City accident form and a written statement from the attending physician or medical authority which:

- (1) Verifies the disability;
- (2) Indicates the cause of the injury;
- (3) Indicates that the employee is unable to perform the assigned duties;
and
- (4) States the employee's expected date of return-to-duty.

SECTION 16.3 In the event the Bureau of Workers' Compensation should deny the claim as not being sustained in the course of arising out of employment, disability pay charged to injury leave shall be charged to sick leave or another form of accrued but unused leave. Furthermore, whenever an employee has accumulated but unused leave time, that time shall be substituted for and counted against the employee's 12-week Family Medical Leave entitlement for that calendar year. Any paid vacation, sick leave, or personal business leave

taken shall be applied against any FMLA leave entitlement. Employees will not be required to substitute compensatory time for unpaid Family Medical Leave; however, they may voluntarily elect to utilize accrued but unused compensatory time in order to remain in a paid status.

SECTION 16.4 Furthermore when an employee is on an approved "Injury Leave," whether in a paid or unpaid status, the leave shall be counted concurrently towards both "Family Medical Leave " and " Injury Leave."

SECTION 16.5 If an employee returns to work prior to the expiration of the original three (3) months specified in Section 16.1 and then is disabled at a later date due to the same injury (same Workers' Compensation Claim Number), the employee may use the unused portion of the three (3) months until such injury leave is exhausted. If the injury is different (different Workers' Compensation Claim Number) the three- (3) month period will begin again.

SECTION 16.6 At the City's discretion an employee, who is on an approved injury leave, as set forth in Section 16.1 above, may be required to work or be assigned other duties or limited (light) duty during the period of disability at the employee's regular rate of compensation provided there is medical evidence that proves that the employee is capable of performing the duties assigned. In the event that the employee's physician and the doctor chosen by the City are unable to agree that the employee is capable of performing the functions of the job assigned, the two (2) doctors shall select a third doctor to examine the employee. The decision of the third doctor concerning the capability of the employee to perform the functions of the job shall be binding on the City, the Union, and the employee.

SECTION 16.7 Employees who are injured while on duty, must as a condition of receiving injury leave, complete the appropriate paperwork for Workers' Compensation benefits according to applicable law. Employees must also complete, if applicable, wage agreements and medical releases. Such filing shall, at the City's discretion, include requests for any available temporary total compensation program designed to compensate workers for lost wages. Copies of all filings shall be submitted to the City.

The employee must submit any and all temporary total compensation benefits to the City that the employee receives from the Bureau of Workers' Compensation for the period of time that the employee is receiving wages from the City for Injury Leave or any sick or other form of leave that employee elects to use as a result of the injury.

SECTION 16.8 An employee who has exhausted paid Injury Leave, as provided in this Article, may extend his/her leave for not more than one year. During the one year extension the employee must use his/her accrued but

unused sick, vacation, personal business, and/or compensatory leave in order to remain in a paid status. After the leave time has run out, then the employee may finish his/her leave in an unpaid status. Any compensation received from the Bureau of Workers' Compensation must be signed over to the City during the period of time that the employee is being paid by the City. Any sick, vacation, compensatory, or personal business leave time used will be restored to the employee when the employee has returned to duty or his/her employment ceases, or the Bureau of Workers' Compensation/Industrial Commission determines the employee has reached maximum medical improvement/permanency.

If the employee continues his/her leave in an unpaid status, the employee would have the opportunity to accept any payments made by the Bureau of Workers' Compensation for his/her lost time during the period of time that the employee was not receiving wages from the City. While in such status the employee would no longer accrue any additional leave time.

SECTION 16.9 After the one year leave extension, as provided in Section 16.8, has expired, the employee must either return to duty or his/her employment may be terminated.

ARTICLE 17 GRIEVANCE PROCEDURE

Section 17.1 The term "grievance" shall mean an allegation by a bargaining unit member that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement.

Section 17.2 All grievances must be processed at the proper step in the progression in order to be considered at the subsequent steps.

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

Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties.

Section 17.3 It is the mutual desire of the City and the Union to provide for prompt adjustment of grievances in a fair and reasonable manner. Every reasonable effort shall be made by both the City and the Union to effect the resolution of grievances at the earliest step possible. The aggrieved employee and the appointed Union representative responsible for the processing of grievances shall be permitted to engage in processing activities during their

scheduled working hours provided that permission has been obtained from each individual's immediate supervisor and that the time required does not exceed two (2) hours of the individual's scheduled tour of duty on any one day. The two-hour time limit shall not apply to scheduled grievance hearings. An on-duty officer shall be paid his normal wages during attendance at said meeting.

In the furtherance of this objective, the following procedure shall be followed. Furthermore, for purpose of this article only, "work days" is defined as including all regular week days, Monday through Friday, while excluding Saturdays, Sundays and recognized holidays.

Informal Step: The aggrieved individual may contact his immediate supervisor and attempt to resolve the dispute orally. The parties hereto agree that a resolution of the matter at this point is preferable to all involved.

Step 1: The grievant, with an appropriate Union representative if the former desires, shall identify the alleged grievance to the immediate supervisor and appropriate Bureau or Division Commander in writing within ten (10) work days following the occurrence of the incident giving rise to the grievance. The supervisor and appropriate Bureau or Division Commander shall jointly investigate and provide an appropriate answer within the (10) work days following the day on which the supervisor and appropriate Bureau or Division Commander were presented the grievance. The resolution of a grievance at Step 1 shall be subject to the review and approval by the Police Deputy Chief and Police Chief prior to the issuance of the Step 1 answer. In the event that a grievance does not proceed beyond Step 1, it shall not be precedent-setting.

Step 2: If the grievance is not resolved in Step 1, the employee, with an appropriate Union representative if the former desires, may present the grievance form and the written responses at the prior step, to the Police Deputy Chief and Police Chief within five (5) work days after receiving the Step 1 reply. The Police Deputy Chief and Police Chief shall have five (5) work days in which to schedule a meeting, if they deem such necessary, with the aggrieved employee and his representative. If a meeting is deemed necessary, it will be a mutually agreed upon date. The Police Deputy Chief and Police Chief shall investigate and respond to the grievant and/or Union representative within five (5) work days following the meeting and shall provide an information copy of the reply to the Personnel Director. If the event that a grievance does not proceed beyond Step 2, it shall not be precedent-setting.

Step 3: Should the grievant still feel that the grievance has not been resolved to his satisfaction, he, along with the Union representative if the former desires, may present the grievance form and all written responses from prior Steps, to the Safety Director and Municipal Administrator within five (5) work days after receiving the Step 2 reply. The Safety Director and Municipal Administrator shall have fourteen (14) work days in which to schedule a meeting, if they deem such necessary, with the aggrieved employee, his union representative, and the Personnel Director. The Safety Director and Municipal Administrator shall investigate and respond to the grievant and/or Union representative within ten (10) work days following the meeting, sending an information copy of the reply to the Personnel Director.

Step 4: If the decision of the City as given in the third step of the grievance procedure is not satisfactory, then the Union shall notify the City's Personnel Director in writing within fifteen (15) work days after the answer of the Safety Director and Municipal Administrator, that the grievance is to be submitted to arbitration. Within fifteen (15) work days after notification that a grievance is to be submitted to arbitration, either party may request a list of seven names from the Federal Mediation and Conciliation Service. Upon receipt of the list within seven (7) work days, the City and Union shall alternately strike one name from the list. The side to strike the first name shall be chosen by lot. The person whose name has been chosen shall become the arbitrator. The arbitration shall be heard at the arbitrator's earliest mutually agreeable date. The fees and expenses of the arbitrator shall be paid by the party against whom the arbitrator renders an adverse decision.

In the event more than one grievance is referred to the same hearing, the costs of the arbitration shall be divided proportionately, the loser bearing the proportionate share of the costs for the cases lost. All other expenses for witnesses or otherwise shall be borne by the party incurring the cost. However, any on-duty City employee testifying as a witness by either side, will continue to receive his regular rate of pay while attending such a hearing, not to exceed the normal eight (8) hours.

Arbitration shall be limited to matters concerning the interpretation or application of provisions as listed herein. However, by mutual agreement of the City and the Union, the grievance procedure set forth above may be used in other matters.

Copies of all written responses at Step 2 and above are to be sent to a Union officer. All grievances and appeals filed at Step 3 and above shall be sent to the Safety Director and the Municipal Administrator.

Grievance awards that specify the individual(s) to be paid and the amount shall be issued within thirty (30) work days after the award date, unless said award is appealed by either party.

Section 17.4 The decision of the arbitrator shall be final and binding.

Section 17.5 All written grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed to by both parties.

1. Aggrieved employee's name and signature
2. Aggrieved employee's classification
3. Date grievance was filed in writing
4. Date and time grievance occurred
5. Where grievance occurred
6. Description of incident giving rise to the grievance
7. Articles and Sections of Agreement violated

Section 17.6 A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a

situation affecting each member in the same manner, one member selected by such group may process the grievance as a class-action grievance, provided each employee desiring to be included in the class action grievance signs said grievance.

Section 17.7 Any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step or level above that from which it originates.

ARTICLE 18 DISCIPLINE

Section 18.1 The Employer may conduct an investigation of any alleged violation committed by a bargaining unit employee of rules and regulations, as well as all statutes and ordinances applicable to employees, and make a finding by written report concerning any such alleged violation.

Section 18.2 An employee's off-duty conduct shall not result in discipline or discharge unless such off-duty conduct impairs the employee's ability to effectively or efficiently perform assigned job duties or such off-duty conduct interferes with or diminishes the overall performance, effectiveness, or efficiency of the Police Division.

Section 18.3 Forms of disciplinary action may only include, in order of severity:

- A. Verbal warning (time and date recorded);
- B. Written reprimand;
- C. Suspension with pay;
- D. Suspension without pay;
- E. Demotion in rank;
- F. Discharge from employment.

Section 18.4 Incompetency, inefficiency, dishonesty, working while under the influence of alcohol and/or controlled substances, immoral conduct, insubordination, neglect of duty, neglect or abuse of equipment or apparatus, absence without leave, any other failure of good behavior, or any other act of misfeasance, malfeasance, or non-feasance in office shall be cause of disciplinary action. However, the disciplinary action shall be proportionate to the offense committed.

Section 18.5 Whenever the Employer determines that an employee's conduct may warrant a suspension, discharge, or any other action resulting in a loss of pay, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of or to refute the alleged violation. The Police Chief shall serve as the hearing officer during pre-disciplinary conferences. When the Police Chief cannot fulfill this requirement due to an absence from the Division, the Police Deputy Chief will serve as the hearing officer. Furthermore, if the alleged violation of conduct was committed personally against the Police Chief or was witnessed by the Police Chief, then the Mayor

shall appoint a neutral department head to serve as the hearing officer. Written notice of such conference shall be mailed or personally delivered to the Employee. Such notices shall specify the time, date and place of the conference, and subject matter of the conference, and the notice shall also advise the employee of his right to be represented at the conference by person(s) of his choice. Upon receipt of a written request signed by the employee or his designated representative, the Employer may, for just cause shown, grant the employee's request that such conference be continued.

Section 18.6 Any employee suspected of a violation which may result in suspension, demotion, or dismissal shall be entitled to a hearing in accordance with the disciplinary procedures as established herein.

SECTION 18.7 Any discipline which results in a suspension of more than three (3) days, demotion, or discharge may be appealed to only one of the following: the Bowling Green Civil Service Commission, or an arbitrator as provided in Article 17, Section 17.3, Step 4 of this Agreement. Suspensions of three (3) days or less can only be appealed through the arbitration process.

ARTICLE 19 OUTSIDE EMPLOYMENT

Section 19.1 No employee shall accept outside employment that interferes with the employee's performance of his duties or responsibilities of his position with the City or compromises the employee's position with the City through a conflict of interest.

Section 19.2 All employees desiring outside employment must first submit a written request to the Chief of Police for his approval no less than three (3) calendar days before such outside employment begins. Such approval shall be granted, unless the conditions set forth in Section 19.1 are present.

Section 19.3 In no instance in which an employee has accepted and the Chief of Police has approved outside employment will said employee utilize the resources of the Police Division, beyond the extent to which those resources are available to a non-employee and/or the general public. A violation of this provision will result in the withdrawal of approval for such outside employment by the Chief of Police and may result in disciplinary action. Past written agreements previous to this contract shall survive and not be merged herein with respect to uniform usage during outside employment.

ARTICLE 20 VOLUNTARY ATTENDANCE AT CONFERENCES, CONVENTIONS, SEMINARS, OR OTHER TRAINING AND EDUCATIONAL FUNCTIONS

Section 20.1 Any employee of the Police Division included within the scope of this Agreement may attend any conference, convention, school, seminar, workshop, or other training and educational function he/she desires if relating to his/her duty assignment or other function of municipal concern and if authorized

by the Chief of Police or his designee(s). The person shall be reimbursed for his reasonable and necessary expenses so incurred including registration fees and tuition provided proof of expenditure for such expenses is submitted along with a claim for reimbursement, and when there are sufficient unencumbered appropriated funds available to pay for such expenses. If the person shall travel by privately owned automobile, he shall be reimbursed for the travel expense at the allowable I.R.S. rate per mile traveled. The reimbursement shall be based upon AAA mileage charts or the actual number of miles traveled, whichever is less. The person shall also be entitled to reimbursement for other travel expenses including meals, lodging, gratuities, common carrier fees, vehicle parking, tolls, and all other reasonable expenses incident to the travel when accompanied with a receipt. The customer's copy of a credit card charge record is not a receipt within the meaning of this section; expenses incurred and charged on a credit card must be supported by an itemized receipt. No reimbursement shall be made for alcoholic beverages, personal long-distance phone calls, expenses or entertainment, or expenses incurred on behalf of any other individual for any reason.

Section 20.2 For those functions lasting overnight, all time spent attending the function and training or other activities required by the function shall be paid at the "special detached detail" rate of pay. The Special Detail Rate is limited to 40 hours per pay week.

Section 20.3 All time spent traveling as required and approved by the Employer shall be counted as hours worked less the time required for ordinary travel between the employee's home and worksite, meal times, and breaktimes.

Section 20.4 Lodging for one person authorized to travel under this section shall be allowed at a rate which is established as the single-room rate which is current at the place of such lodging. If a room is occupied by two or more persons authorized to travel under this section, reimbursement at the single-room rate shall be for the full cost of the room on a pro-rata basis or in full to the person who pays for the room.

Section 20.5 If a privately owned vehicle is used on any approved trip outside the limits of this state, reimbursement shall not exceed coach air fare to the point of travel. When reimbursement for travel in lieu of air fare is claimed, no allowance will be paid for lodging or meals or other expenses enroute that would not have been incurred in commercial air transportation. If the destination is not served by air, fare to the nearest terminal will be at the allowable I.R.S. rate per mile traveled for round trip from that terminal city to the destination, if the employee's own car is used, or car rental expenses.

Section 20.6 If commercial ground transportation (bus or train) is used, reimbursement will be made for the lowest available fare and for such other reasonable costs incurred enroute when accompanied by a receipt.

Section 20.7 Subject to the advance approval of the Police Chief or his designee, reimbursement of expenses for courses or programs voluntarily taken for educational credit not to exceed 12 credit hours per term as part of a degree or non-degree program will be allowed provided the course or program is job related and a grade of "C" or better is earned in each course for which

reimbursement is sought. Any course which is required as condition of completion of any job-related degree program shall also be considered as job related. Education credit will only be reimbursed if it is obtained from schools or institutions of higher learning that are accredited in such a manner that any credit hours from that institution are eligible for transfer to Bowling Green State University.

Section 20.8 Any educational courses or programs under Section 20.7 so reimbursed must be taken on the employee's own time and not during the hours of his/her normal employment.

Section 20.9 Payment for the estimated expenses of travel may be made in advance upon application by the traveler at least two (2) weeks prior to the scheduled date of departure and approval by the Chief of Police. Upon completion of the travel, settlement must be made with the Finance Director along with proof of all expenditures and any sum owing to the City must be paid in full within two (2) weeks of return.

ARTICLE 21 MANDATORY ATTENDANCE AT CONFERENCES, CONVENTIONS, SEMINARS, OR OTHER TRAINING AND EDUCATIONAL FUNCTIONS

Section 21.1 The Police administration may require an employee to attend any conference, convention, seminar, or other training or educational function not exceeding five (5) weeks in any three (3) month period. No attendance shall be mandatory pursuant to this article if the employee will not be permitted to return to his permanent residence on weekends during any session lasting longer than fourteen (14) days.

Section 21.2 Reimbursement, payment, wages, and conditions of attendance shall be identical to those established herein by Article 20.

ARTICLE 22 TRADE DAYS/SHIFTS

Section 22.1 Employees may be allowed to trade days off with other qualified employees of the same classification when such a trade does not interfere with the operation of the Police Division or create any additional cost to the City.

Section 22.2 All requests to trade days off shall be subject to the advance approval of the immediate supervisor of the employees involved and the Chief of Police. The Chief shall establish the methods and procedures for requesting and recording the exchange of days off.

Section 22.3 Any trade day must be repaid within the same pay period as the trade took place.

Section 22.4 Employees of the Patrol Bureau may be allowed to trade shift assignments, and/or work days, scheduled with other qualified employees of the same classification provided that such a trade has been approved by the

appropriate lieutenant(s) and the Chief of Police or his designee.

**ARTICLE 23
UNEMPLOYMENT COMPENSATION**

Section 23.1 Employees of the Police Division shall be provided, by the City, unemployment compensation coverage to the extent required by the Revised Code of Ohio.

**ARTICLE 24
PENSION FUND PROVISION**

Section 24.1 Employees of the Police Division shall be provided coverage under the Police and Firemen's Disability and Pension Fund, as is appropriate to the extent required by the Revised Code of Ohio.

**ARTICLE 25
STATE PUBLIC EMPLOYEES DEFERRED COMPENSATION PROGRAM**

Section 25.1 The City will provide the opportunity for employees to participate in a deferred compensation program and extends to all eligible BGPCOA members the opportunity to join the program.

Section 25.2 The Finance Director is authorized to execute an agreement on terms and conditions of the program and thereafter to administer the program on behalf of the employees.

**ARTICLE 26
FALSE ARREST/LIABILITY INSURANCE**

Section 26.1 If permissible by law, the City will pay any judgement rendered against a regular full-time police officer as a result of errors and acts of omission or commission occurring in the performance of his duties as an employee of the City of Bowling Green and while acting in good faith to comply with Division policies and procedures. The City will provide a defense to any duty-related claim at no cost to the employee.

**ARTICLE 27
OPERATORS INSURANCE**

Section 27.1 Liability insurance for bodily and property damage for operators of Police Division motor vehicles and equipment shall be provided by the City at no cost to the employee.

ARTICLE 28 VACATIONS

Section 28.1 Each full-time Police Division employee included within the scope of this Agreement shall earn vacation leave according to the number of years of service as follows:

Length of Service	Annual	Accrual Rate Per Pay Period	Maximum Accrual
Under One Year	none	0	0
1 to 5 years	106 hrs	4.1 hrs	240 hrs
6 to 10 years	146 hrs	5.6 hrs	360 hrs
11 to 20 years	186 hrs	7.2 hrs	480 hrs
Over 20 Years	226 hrs	8.7 hrs	600 hrs
Over 25 Years	246 hrs	9.5 hrs	660 hrs

Section 28.2 An employee shall accrue but shall not be entitled to use or be paid for any vacation during the employee's first year of service with the City.

Section 28.3 Upon completion of one year of service with the City, the vacation accrued during the first year shall be credited to the employee's account and may be expended during the following year.

Section 28.4 All full-time Police Division employees with prior public service in the State of Ohio may, upon certification of such service, count their prior service time in computing their total length of service as provided in the vacation schedule in Section 28.1 above.

Section 28.5 Vacation shall accrue and be credited each bi-weekly pay period at the rates provided in Section 28.1 above based on the total length of service completed. An employee eligible for an increase in his accrual rate will begin accruing at the higher rate the first bi-weekly pay period following completion of the required length of service.

Section 28.6 Vacation shall be scheduled throughout the year and requests for the use of vacation leave must receive the advance approval of the employee's immediate supervisor and the Chief of Police. There is no requirement that vacation leave be taken all at one time or that it be split up. Vacations may be taken so as to abut holidays or compensatory leave days. The minimum vacation time shall not be less than one-half (1/2) hour and cannot be granted for less than one-half (1/2) hour increments.

Section 28.7 Unless waived by the Chief of Police or his designee, requests for vacation shall be submitted to the employee's supervisor not later than three (3) calendar days prior to the first day of vacation, except that requests for vacation

