AGREEMENT BETWEEN THE CITY OF BOWLING GREEN, OHIO

AND

THE BOWLING GREEN POLICE PATROLMAN'S ASSOCIATION
OPBA

JUNE 18, 2020 -- JUNE 17, 2023

TABLE OF CONTENTS

ARTICLES	TITLE	PAGE
1	Preamble	1
2	Representation	1
3	Pledge Against Discrimination	2
4	Duration of Agreement	2
5	Dues Deductions	3
6	Management Rights	4
7	Employee Bill of Rights	5
8	Safety and Welfare	7
9	Work Rules and Regulations	7
10	Seniority	8
11	Promotions	8
12	Reduction in Force	10
13	Personal Service Records	11
14	Bulletin Boards	12
15	Labor/Management Conference	12
16	Injury Leave	13
17	Grievance Procedure	15
18	Discipline	18
19	Outside Employment	20
20	Voluntary Attendance at Conferences, Conventions, Seminars, or Other Training and Educational Functions	20
21	Mandatory Attendance At Conferences, Conventions, Seminars, or Other Training and Educational Functions	22
22	Trade Days/Shifts Hours/Hours Worked	22
23	Unemployment Compensation	24
24	Pension Fund Provisions	25
25	Deferred Compensation Programs	25
26	False Arrest/Liability Insurance	25
27	Operators Insurance	25
28	Vacations	26
29	Holiday Pay	28
30	Life Insurance Provided	29
31	Comprehensive Medical and Dental Coverage	29
32	Reserved	30
33	Funeral/Bereavement Leave	30
34	Civil Leave/Military Leave	31
35	Sick Leave	32

36	Compensatory Time	33
37	Maintenance of Sick Leave and Vacation Records	34
38	Parking Provisions	35
39	Work Hours and Overtime Pay	35
40	Uniform/Clothing	36
41	Severance Pay	37
42	Wages	38
43	Reserved	39
44	Medical Examinations	40
45	Shift and Weekend Differential	40
46	Acting Time	41
47	Distribution of Contract	41
48	Savings Clause	42
49	No Strike Clause	42
50	Union Leave	42
51	Waiver in Case of Emergency	43
52	Zipper Clause	43
53	Physical Fitness	43
54	Family and Medical Leave Act of 1993	45
55	Performance Standards	45
56	Daylight Savings Time	45
57	Medical Leaves of Absence Without Pay	46
58	Inoculations	46
59	Light Duty	47
60	Internal Revenue Service Section 125 Plan	48
61	Direct Deposit of Payroll	48
62	Call-In Pay	49
	Signature Page	50
	Addendum – Overtime Procedures for Dispatch	51
	Memorandum of Understanding – Article 16 Injury Leave	54
	Memorandum of Understanding – Senior Officer Guidelines	55
	Exhibit A – Senior Officers Guidelines 9-12-2014	56
	Addendum – Contract Overtime and Use of Mandatory Overtime for Sworn Officers	58

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 Patrolman's Association, hereinafter referred to as the "BGPPA" 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 BGPPA shall be the sole and exclusive representative and bargaining agent with respect to matters pertaining to wages, hours, and terms and 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.

The Union Unit A shall consist of all full-time sworn Police Officers below the rank of Sergeant.

The Union Unit B shall consist of all full-time and part-time Dispatchers and Civil Enforcement Technicians employed by the Police Division except the person performing secretarial duties for the Chief of Police.

SECTION 2.2 The BGPPA agrees that all probationary employees shall be excluded from the bargaining unit for two (2) months from the date of hire. For all purposes under this agreement, the probationary period shall be included in calculating an employee's years of service. Probationary employees shall receive wages and benefits in accordance with the Agreement except that the City shall retain the right to make decisions regarding retention of probationary employees and such decisions shall not be grievable or appealable to the Civil Service Commission.

SECTION 2.3 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 2.4 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 2.5 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, marital status, race, creed, national origin, disability, 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 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 June 18, 2020, and shall remain in full force and effect until 11:59 p.m. June 17, 2023, 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 canceled. 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
DUES DEDUCTIONS

SECTION 5.1 The City agrees to deduct periodic dues, initiation fees, and assessments from the paychecks of employees within the bargaining unit as set forth in the representation clause. Dues shall be deducted (in half payments) from the first two paychecks of the month for which current dues, initiation fees and assessments are due the Union.

Union members may authorize the deduction of dues, initiation fees, and assessments from their paychecks by an authorization card provided by the City at Union expense. However, in the event an authorization card is not submitted, the City shall automatically deduct a fair share fee as determined by the Union.

SECTION 5.2 The City shall remit to the Union all dues, initiation fees, and assessments so deducted from the paychecks of employees covered herein by check within five (5) work days following said withholdings. The City, upon notice in writing from the Union that an error in deductions was committed, shall correct the error in the next regular paycheck deduction period. The City shall provide biweekly to the Union, a list of those members and non-members on payroll deduction.

SECTION 5.3 The Union shall establish an internal rebate procedure that shall provide for a rebate to fair share fee payers of expenditures in support of partisan politics or ideological causes not germane to the work of the Union in the realm of collective bargaining.

SECTION 5.4 No other labor organization shall be afforded dues deductions.

SECTION 5.5 The Union shall indemnify and save the City harmless against any liability that may arise out of, or by reason of, any actions taken by the City for the purpose of complying with these provisions.

SECTION 5.6 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.

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, 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.

A. An employee has the right to presence of counsel and/or a representative of his recognized bargaining unit and the right of cross-examination of all witnesses at disciplinary hearings conducted by the City. Once an employee has been charged with a violation, a hearing shall be held at a time that is mutually agreeable between the hearing authority and the employee's representative within twenty (20) work days of the charged employee's receipt of the written charge.

B. An employee who is questioned as a suspect in any investigation of any criminal charge against him shall have the same constitutional rights as any other citizen.

C. Before an employee may be charged with any violation of the divisional 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 of such a charge.

D. Any interrogation, questioning, or interview shall be compensable, conducted at a reasonable hour and preferably while the employee is working. Interrogation sessions shall be for reasonable periods of time, and time shall be allowed during the questioning for rest periods or for other physical necessities.

E. The employee shall be informed of the nature of the investigation prior to any questioning.

F. 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. Whenever an employee is ordered to make statements he/she may postpone the interrogation for up to five (5) workdays.

G. The Division may acknowledge the fact that a particular officer is under investigation, but may not release any additional information until the investigation is completed and the employee is either cleared or charged.

H. When an employee suspected of a violation is being interrogated in an internal affairs investigation, 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.

I. An employee who has been charged with a violation of any divisional policies, or rules and regulations, shall, upon request, be provided the opportunity to inspect and obtain written statements and any other material as a condition to its use at a hearing on such charge. Such request must be made forty-eight (48) hours prior to the scheduled hearing time. However, the forty-eight (48) hour provision may be waived in the event of extenuating circumstances.

J. No hearing that may result in the dismissal, demotion, suspension or reprimand shall be held unless the employee is notified of the hearing and the reasons for it.

K. In the course of an internal affairs investigation, a polygraph examination and/or voice stress analyzer will be administered only with the consent of the employee under investigation. If in the course of an internal investigation, an employee has been given a polygraph examination, and/or voice stress analyzer; such examination shall not be used in any subsequent criminal action.

L. When an employee is to be interviewed in an investigation of any other member of the Police Division, such interview shall be conducted in accordance with the procedure established herein.

M. Any employee ordered to an internal investigation shall be informed of his right to an attorney and/or Union representation.

N. If the rights of the employee who is under investigation as provided herein have been violated, the violation shall be subject to the grievance procedure, but limited to the third step of such procedure.

O. No member of this bargaining unit shall participate in any judgment or review of any other member of this bargaining unit unless that judgment or review is as a result of an internal investigation, a shooting review board or as a member of the Police Division awards recognition team. In all cases, those individuals will be designated by the Chief of Police.

P. Any evidence obtained in the course of an internal affairs investigation may not be subsequently used in violation of the U. S. Constitution.

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, vehicles, 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 parties agree that they will not change the wages, hours, or terms and conditions of employment during the term of this contract except as reserved to management as management rights or as authorized by this Agreement. But for extenuating circumstances the City will provide the Union a 15-day written notice of any changes to the policy and procedures manual prior to implementing.

SECTION 9.5 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 9.6 All employees shall have access to all written work rules, regulations, policies 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, except for employees hired after January 1, 2014, 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 placement on the Civil Service list at the time of hire. For those employees hired after June 18, 2020, seniority is defined as continuous service from the last date of hire by the City and shall be applied first by rank, second by continuous service in rank with the Bowling Green Police Division, third by continuous service within the Police Division, and last by placement on the Civil Service list at the time of hire.

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 Police Officer within the Police Division shall be filled by original appointment. Vacancies in positions above the rank of Police Officer 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 Police Officer 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; except that a Police Officer must have served for at least five (5) continuous years in the position of Bowling Green Police Officer in order to become eligible for promotion to the rank of Sergeant. 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 Police Officer, and there is no eligibility 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 appointing officer 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 eligibility 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 Those persons who compete in a written promotional examination in accordance with the rules of the Civil Service Commission shall have added to their grade credit for seniority. Credit for seniority shall be given as follows: one point shall be added for each of the first four (4) years of service and six-tenths (.6) of a point shall be added for each year for the next ten (10) years of service. In computing the credit for seniority half of the credit above set out shall be given for half year of service. Credit for seniority shall be based on service in the Police Division in the ranks of Police Officer and above, and the service provided for in the next succeeding paragraph.

SECTION 11.4 When service in the Police Division is interrupted by service in the Armed Forces of the United States, seniority credit shall be granted in promotional examinations for the time so served. No additional credit for military service shall be allowed in promotional examinations.

SECTION 11.5 No credit for seniority or any other reason shall be added to an applicant's grade unless the applicant achieves at least the minimum passing grade on the examination without counting such extra credit.

SECTION 11.6 After a promotional examination has been held each participant in said promotional examination shall have a period of five days, exclusive of Saturdays, Sundays, or holidays, to file any protest he may deem advisable, in accordance with the review and or protest procedures established by the testing agency. These protests shall be in writing and shall remain anonymous to the Commission.

SECTION 11.7 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 11.8 The 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 provided to those employees eligible to take the exam 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.

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 medical and dental coverage in accordance with applicable law. The employee shall pay the monthly group premium rate in advance each month plus the City's actual administrative expense for the coverage.

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 a result of this activity, provided the employee has obtained written authorization from his supervisor to spend work hours reviewing his personnel file. When the Union is required to represent an employee in any matter covered by this Agreement, a Union official shall be provided, upon request, copies of all necessary material from the employee's personnel file.

SECTION 13.2 Disciplinary actions shall be maintained by the City for a period of at least five years beyond the termination of the employee's employment, but shall only be considered in subsequent/future disciplinary actions as follows:

1. Verbal Warnings & Written Reprimands: Shall be considered in subsequent disciplinary action for one year from the disciplinary action.

2. Suspension of less than thirty (30) days: Shall be considered in subsequent disciplinary action for two years from the disciplinary action.

3. Suspension of thirty (30) days or more: Shall be considered in subsequent disciplinary action for seven years from the disciplinary action.

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 in writing a labor/management conference. 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

SECTION16.1 The City offers temporary Wage Continuation/Injury Leave to employees who are injured or who contract an occupational disease while in the course of an arising out of employment with the City. A bargaining unit employee who suffers from a compensable industrial injury or illness can, subject to the following criteria, receive regular wages instead of workers' compensation temporary total lost time benefits. Payment for related medical benefits is governed by the Ohio Workers' Compensation system.

(1) SECTION 16.2 QUALIFICATIONS

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

B. Competent medical proof of temporary disability must be provided via the Ohio Bureau of Workers' Compensation (OBWC) *MEDCO-14 Physician's Report of Work Ability Form or any other approved OBWC form.* The attending physician must complete the form in its entirety and affix his/her original signature to the form. Copies are unacceptable. The injured worker must also complete and submit to the City a *C-84 form, Request for Temporary Total Compensation.*

C. The employee must complete a *FROI – First Report of Injury* application and sign a wage continuation agreement or *OBWC C-55 form*, medical release, and a City accident report form.

D. In accordance with the Bureau of Workers' Compensation/Industrial Commission rules, the City reserves the right to have the employee examined by a physician of its choice at the City's expense to confirm the medical diagnosis and/or the period of temporary disability or physical restrictions. Failure to submit to examination will result in termination of the temporary wage continuation benefits.

E. In accordance with the City's Family and Medical Leave (FML) policy when an employee is on approved leave related to an approved work-related injury, or illness, whether in a paid or unpaid status, the leave taken shall be counted concurrently towards both Family and Medical Leave and temporary Wage Continuation/Injury Leave.

F. Temporary wage continuation benefits will be paid only for those periods of lost time that otherwise would qualify the employee for receipt of Workers' Compensation temporary total lost time benefits, subject to the following limitations:

SECTION 16.3 TERMINATION CONDITIONS

Wage continuation payments will cease upon any of the following conditions:

A. Attending physician releases employee to return to work.

B. Employee returns to work for another employer.

C. Employee fails to return to a transitional "limited duty" assignment consistent with his/her temporary medical restrictions, as approved by the injured worker's treating physician.

D. Employee fails to appear for employer-sponsored medical examination.

E. Employee has reached maximum medical improvement and/or the condition has become permanent.

F. The claim is found to be fraudulent or is not approved by the OBWC after payment for Wage Continuation/Injury Leave has commenced.

G. The injured worker attempts to collect both temporary wage continuation from the City and temporary total compensation from the OBWC.

H. Employment termination.

I. Violation of any City policy or guidelines.

J. Regardless of the above conditions of termination, the City may, at its sole discretion, terminate wage continuation benefits at any time, if the disability exceeds three months.

SECTION 16.4 This policy is in effect for injuries sustained on or after January 1, 2014, and/or for Injury Leave taken on or after January 1, 2014 which relates to approved Workers' Compensation claim(s) sustained by the employee prior to January 1, 2014. Such claims must be related to injuries sustained while the individual was employed by the City. The City will, for compensable claims, continue to pay regular wages at the same rate of pay the injured worker was making at the time of the injury. This form of paid leave is called Injury Leave. Compensation for Injury Leave will be paid for a period not to exceed twelve (12) weeks. The rate of pay for Injury Leave will be multiplied by the usual number of scheduled hours per week. The payment by the City will take the place of payment by the Ohio Bureau of Workers' Compensation (OBWC). Wage Continuation will be made only during the period of time that workers' compensation benefits would otherwise be paid by the OBWC. In most cases, Temporary

wage Continuation payments will immediately commence upon receipt of proof of disability from the preferred medical provider and a completed claim application.

SECTION 16.5 The wage continuation payments made by the City will be taxable income to the employee, and will be subject to the same tax withholding requirements as an employee's regular weekly wage. Workers' compensation benefits payable by the State of Ohio are not taxable income to the employee; however, payment made by the City should be equal to or greater than the payment which would be made by the BWC, and will reduce delay in receiving payment.

SECTION 16.6 Receipt of temporary wage continuation payments will be in lieu of workers' compensation temporary total lost time benefits. The payment of medical benefits will continue to be handled by the City's managed care organization.

SECTION 16.7 If the period of disability exceeds twelve (12) weeks, the employee may elect to voluntarily discontinue wage continuation payments or the City may, solely at its discretion, extend temporary wage continuation payments for additional periods of time. Wage Continuation payments beyond twelve (12) weeks will be calculated at the same rate of pay the injured worker was earning at the time of injury. This rate will be multiplied by the usual number of scheduled work hours per week. Alternatively, the City may halt temporary wage continuation/injury leave after the initial twelve (12) weeks of wage continuation/injury leave. The employee may then be eligible to receive temporary total payments from the Ohio Bureau of Workers' Compensation. The employee would need to submit the required request to the OBWC for such benefit.

SECTION 16.8 In the event the OBWC should deny the claim as not being sustained in the course of or arising out of employment with the City, temporary wage continuation charged to Injury Leave will then be charged to the employee's sick leave or other available unused paid leave.

SECTION 16.9 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. While the employee is in unpaid leave status, the City will pay its portion of the medical and dental insurance premiums in accordance with Article 57, Medical Leaves of Absence Without Pay.

ARTICLE 17
GRIEVANCE PROCEDURE

SECTION 17.1 The term "grievance" shall mean an allegation by a bargaining unit member or the City 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. However, a grievance may be introduced at the level or step of origination or by mutual agreement be accelerated to any step.

Any grievance not answered by the City within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent by those authorized to do so. Individual members may present grievances and have them adjusted as long as the adjustment is not inconsistent with the terms of the contract and the bargaining representative has the opportunity to be present at the adjustment. An employee may withdraw a grievance at any point by submitting in writing a statement to that effect or by permitting the time requirement at any step to lapse without further appeal.

The Union may pursue a designated "Class Action" grievance without the necessity of gathering the signatures of all employees who may have been similarly affected.

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 affect 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 wage during attendance at said meeting.

Informal Step: The aggrieved individual, with an appropriate Union representative if the former so desires, may contact his immediate supervisor and attempt to resolve the dispute orally.

Step 1: The grievant, with an appropriate Union representative if the former desires, shall formally present the alleged grievance to his immediate supervisor in writing within fourteen (14) calendar days of the employee having, through the exercise of reasonable diligence, gained knowledge that a grievance exists. The supervisor and whomever else the Police Chief deems appropriate shall investigate and provide an appropriate answer within fourteen (14) calendar days of receipt of the grievance. 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 Chief or his designee within seven (7) calendar days after receiving the Step 1 reply. The Police Chief or his designee shall have seven (7) calendar days in which to schedule a mutually agreeable date for a meeting and hold the meeting with the aggrieved employee and his representative. The Police Chief or his designee shall investigate and respond to the grievant and/or Union representative within fourteen (14) calendar days following the meeting and shall provide an information copy of the reply to the Personnel Director. In 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/Municipal Administrator within seven (7) calendar days after receiving the Step 2 reply. If either the grievant, Union representative, Municipal Administrator/Safety Director, or his designee requests a meeting, then the Municipal Administrator/Safety Director or his designee will have fourteen (14) calendar days in which to schedule and hold the meeting with the aggrieved employee, his representative, Personnel Director and anyone else the Municipal Administrator/Safety Director or his designee deems necessary. The Safety Director/Municipal Administrator shall investigate and respond to the grievant and/or Union representative within fourteen (14) calendar days following the meeting, sending an information copy of the reply to the Personnel Director. The Union may continue to process the grievance to Step 4 without the approval or participation of the grievant.

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 twenty-one (21) calendar days after the answer of the Safety Director and Municipal Administrator, that the grievance is to be submitted to arbitration. Within twenty-one calendar days after notification that a grievance is to be submitted to arbitration, the notifying party shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) potential arbitrators, all of whom shall be members of the National Academy of Arbitrators. Selection of the arbitrator will be accomplished by the alternate striking of names from the list until only one name remains, with the party requesting arbitration striking first. The person whose name has been chosen shall become the arbitrator. In the event the chosen arbitrator is not reasonably available, the parties may mutually agree to use the next to last arbitrator during the striking process or request a new_panel from FMCS. 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) calendar 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 All response times shall begin the work day following the date the indicated individual(s) received the grievance or when the aggrieved became aware that a grievance existed.

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. Pursuant to Section 6.2 herein, an employee may only be disciplined for just cause.

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 The City reserves the right to take any appropriate disciplinary action which may include:

A. Verbal warning (time and date recorded);

B. Written reprimand;

C. Removal from Overtime List;

D. Suspension with pay;

E. Suspension without pay;

F. Demotion in rank;

G. 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 acts of misfeasance, malfeasance, or non-feasance in office shall be cause for 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 Board of Review hearing shall take place within fifteen (15) work days unless extended by mutual agreement. The Board of Review may be comprised as the City desires except that it may not contain members of the same bargaining unit as the charged party. The employee shall be provided written notice specifying all charges and he shall have five (5) work days from date of receipt to schedule a hearing date as provided above. Such written notice shall advise the employee of all rights afforded him by this agreement. The employee shall have the right to waive the Board of Review hearing and appeal, as provided in Section 18.7.

SECTION 18.6 When it becomes necessary for a supervisor to reprimand an employee, it shall be done so as not to cause public embarrassment to the employee.

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.

SECTION 18.8 In any disciplinary investigation, or officer involved use of force incident, prior to making any written or interview statement, the officer has the option to review any Police Division video or audio files that capture any portion of the incident being investigated in the presence of the officer's attorney or labor representative.

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 not less than three (3) calendar days before such outside employment begins. Such approval shall be granted as long as the outside employment does not create any additional cost to the City and the employee has contributed positively to the mission of the Police Division and not 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.

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 desires if relating to his 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. Such payment will be made by automatic deposit. Where travel is directed, and if the person shall travel by privately owned automobile, he shall be reimbursed for the travel expense at the allowable IRS 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 of 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 rate of $1.00 per hour in addition to their regular hourly (H) rate of compensation.

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 break times.

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 that 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 airfare to the point of travel. When reimbursement for travel in lieu of airfare is claimed, no allowance will be paid for lodging or meals or other expenses 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 IRS 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 en-route 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 a condition of completion of any job-related degree program shall also be considered as job related. Education credit will only be reimbursed if they are obtained from schools or institutions of higher learning that are accredited in such a manner that their credit hours would be 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 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 owed to the City must be paid in full within two (2) weeks of return.

SECTION 20.10 If a meal(s) is included as part of the registration/enrollment fee for the activity being attended, there will be no reimbursement for additional meal/food expenses.

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. Employees required to attend mandatory training of more than 8 hours will be notified no less than 15 days in advance of any schedule change, which is necessary to accommodate the training.

SECTION 21.3 This Article does not apply to probationary employees and their attendance at the Ohio State Highway Patrol Academy or other such training facility.

ARTICLE 22
TRADE DAYS/SHIFT HOURS/HOURS WORKED

Section 22.1 Bids will be accomplished on a straight seniority basis. Bids will be the same shift for six (6) consecutive twenty-eight (28) day periods. Management will establish a date by which all shift bids must be submitted. If the bid is not submitted by that date, the officer with the late bid will go to the bottom of the bid list for the six (6) consecutive twenty-eight (28) day period. No officer will be permitted to bid the same

slot within the same calendar year. If a vacancy occurs during the six (6) consecutive twenty-eight (28) day period (e.g. detective is replaced, etc.) the incoming officer fills the slot of the outgoing officer for the remainder of the schedule. For the next bid period, the incoming officer will be placed into his/her correct position in the seniority list. Shifts will be eight (8), ten (10), or twelve (12) hours. Management will determine what constitutes a shift.

Section 22.2 One patrol officer, per shift will be permitted to take vacation or compensatory leave regardless whether it results in overtime or not. All other officers, dispatchers, and Civil Enforcement Technicians that are allowed off will be at the discretion of management. Employees must submit a request for leave through the electronic payroll system. Supervisors will either approve or deny such leave requests, the Chief of Police is the final approving authority. The leave request will be processed through the chain-of-command. Employees have the right to ask for the reason a leave request was denied. The only exception to the leave approval will be for special events, training, anticipated civil disturbances or emergency situations. Employees will not be required to explain the reason why they are requesting vacation or compensatory leave.

Section 22.3 Employees will be allowed to trade assigned shifts with other qualified employees of the same classification when such a trade does not interfere with the operations of the Police Division or create additional cost to the City. Employees may submit trade requests up to six (6) months prior to the commencement of the trade or within the period of the posted schedule and such requests shall be approved or denied no later than ten (10) calendar days after the employee submits the trade request. An employee who has approved leave time is ineligible for any trade during the approved leave.

Section 22.4 The Communications Section will work on a continual basis as follows: The shifts will be eight (8), ten (10), or twelve (12) hours long and the schedule will last a period of twenty-eight (28) days. Dispatchers will rotate through the lines of the Dispatch Schedule posted for the Dispatch Section with two (2) day shifts, three (3) afternoon shifts, three (3) midnight shifts, and two (2) swing shifts. The employer shall maintain the same start and end times for the current first, second, and third shift as is in place at the time the Agreement is executed for as long as it assigns the Dispatchers to an eight (8) hour schedule. There will be one (1) Dispatcher primarily assigned to cover Records, whom can be assigned as necessary to cover a day shift vacancy. The Services Bureau Commander may adjust this schedule based upon the operational needs of the Division, consistent with the other provisions of this Agreement.

Section 22.5. Agency personnel may be required to "flex" their work schedule only under the following circumstances: (1) any voluntary training; (2) mandatory training that results from the disciplinary process; (3) special assignments, such as DARE, Investigations, SRT, and/or SIU, in the manner as provided in (1.) below; or (4) when the police Administration and the employee agrees upon conditions where flex time is mutually beneficial, then flex time may be granted. :

1. Employees attending voluntary training or working specialized assignments (*e.g.* Dare, Investigations, SRT, Drug Task Force), will be required to "flex" their hours within the same pay period, unless otherwise approved by a Bureau Commander. The flexing of these hours will be consistent with Section 22.5 (3) below. SRT members, who are dispatched for an emergency call may elect to receive comp time in lieu of flexing their hours for the emergency call.

2. Employees assigned to mandatory training resulting from the disciplinary process will be provided with no less than two (2) calendar days' notice of schedule change for said disciplinary training. If less than two (2) calendar days' notice is provided, an employee will be paid overtime or allowed to bank compensatory time for the hours worked that exceed their forty (40) or eighty (80) hour biweekly schedule, whichever is applicable

3. Employees will be given an opportunity to offer their opinion as to when they would like to "flex" their hours during an 80 hour pay period or 40 hour pay period, whichever is applicable. However, it is understood by both parties that an Employee may not get the exact time period they want because of minimum staffing requirements or organizational need. Once approved, the "flex" time may not be withdrawn without mutual agreement between the employer and employee.

Employees attending division mandated training, other than mandatory training resulting from the disciplinary process, outside their regular work schedule will be compensated at the overtime rate or allowed to bank compensatory time for the hours worked that exceed their eighty (80) or forty (40) hour work schedule

Section 22.6 The Civil Enforcement Technicians will typically be assigned to work 9a-5p Monday through Friday. The Police Administration may adjust this schedule based on the operational needs of the Division which is consistent with the other provisions of this Agreement.

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 either the Ohio Police & Fire Pension Fund or the Ohio Public Employees Retirement System as is appropriate to the extent required by the Revised Code of Ohio.

ARTICLE 25
DEFERRED COMPENSATION PROGRAMS

Section 25.1 The City will provide the opportunity for employees to participate in deferred compensation programs(s) and extends to all eligible BGPPA members the opportunity to join the programs.

Section 25.2 The Finance Director is authorized to execute an agreement on terms and conditions, which agreement shall authorize the Board to offer the program to all eligible Police Division employees and thereafter to administer the program of behalf of the employees.

ARTICLE 26
FALSE ARREST/LIABILITY INSURANCE

Section 26.1 If permissible by law, the City will provide a defense to any duty related claim at no cost to the employee and will pay any judgment rendered against a regular full-time police officer, dispatcher, and/or Civil Enforcement Technician 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.

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	Accrual Rate Per Pay Period	Maximum Accrual
Hire to 5 years	5.25 hrs	240 hrs
6 to 10 years	6.75 hrs	360 hrs
11 to 15 years	8.35 hrs	480 hrs
16 to 20 years	9.10 hrs	480 hrs
Over 20 Years	9.85 hrs	600 hrs
Over 25 Years	11.04 hrs	660 hrs

Section 28.2 All full-time Police Division employees with prior full-time public service in the State of Ohio may, upon certification of such service, count their prior full-time service time in computing their total length of service, as provided in the vacation schedule in Section 28.1 above.

Section 28.3 Vacation shall accrue and be credited each biweekly 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 biweekly pay period following completion of the required length of service.

Section 28.4 Vacation shall be scheduled throughout the year. Requests for the use of vacation leave must receive the advance approval of the employee's immediate supervisor and the Chief of Police. 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 28.5 Unless waived by the Chief of Police or his designee, requests for vacation leave consisting of more than eight (8) hours for an 8 hour shift, ten (10) hours for a 10 hour shift, and twelve (12) hours for a 12 hour shift shall be submitted to the

employee's 27 supervisor not later than three (3) calendar days prior to the first day of vacation. Employees may submit vacation or compensatory leave requests up to six (6) months prior to the commencement of the leave or within the period of the posted schedule, and such requests shall be approved or denied no later than five (5) calendar days after the employee submits the request. Requests for vacation leave of eight (8) hours for an 8 hour shift, ten (10) hours for a 10 hour shift, and twelve (12) hours for a 12 hour shift or less can be granted by the employee's immediate supervisor and shall not be subject to the advance notice requirement set forth in this section. The first employee requesting vacation or compensatory leave for a time period to occur within six (6) months or within the period of the posted schedule, shall be approved within five (5) calendar days. The City will provide a written response within five (5) calendar days to employees who subsequently request vacation or compensatory leave that overlaps the first employee's leave. An employee may request a 40-hour block of time off the first day allowed to request vacation within the six (6) month restriction or within the period of the posted schedule.

Section 28.6 Vacation pay shall be computed on the basis of a regular 40-hour work week at the applicable regular straight time rate of pay.

Section 28.7 Vacation leave is earned only during the time an employee is on active, full-time status and is not earned while an employee is on a form of unpaid leave of absence.

Section 28.8 Upon separation from City employment, an employee shall be entitled to compensation at his then current straight time rate of pay for all accrued and unused vacation leave to her/her credit. If this separation is by death, payment shall be made to the employee's spouse or other beneficiary as provided by statute.

Section 28.9 For vacation purposes, years of service with the City shall be determined by the total number of years worked for the City and shall include military leaves of absence and other paid leaves of absence. If an employee's service has been interrupted through no fault of the employee, such as lay-off, the employee's total service shall include the periods both before and after the interruptions, but shall not include the interruption period itself.

Section 28.10 If a request for vacation leave is denied and as a result of such denial, the employee will lose the vacation time pursuant to Section 28.1 (Maximum Accrual), the employee shall be paid his regular straight-line hourly rate instead.

Section 28.11 Vacation leave shall be considered hours worked for purposes of computing overtime.

ARTICLE 29
HOLIDAY PAY

Section 29.1 Holidays or the days set apart for their observance shall be as follows:

1. First day of January
2. Third Monday in January
3. Third Monday in February
4. Last Monday in May
5. Fourth day of July
6. First Monday in September
7. Second Monday in October
8. Eleventh day of November
9. Fourth Thursday in November
10. Twenty-fifth day of December

Section 29.2 On each of the holidays listed in Section 29.1 of this Article, all Police Division employees included within the scope of this Agreement who are normally scheduled eight (8) hours shall be paid eight (8) hours holiday pay at their regular straight time rate of pay; for employees normally scheduled ten (10) hours they shall be paid ten (10) hours of holiday pay at their regular straight-time rate of pay; or for employees normally scheduled twelve (12) hours they shall be paid twelve (12) hours of holiday pay at their regular straight-time rate of pay.

Section 29.3 The hours credited in Section 29.2 for holidays shall only be counted as hours worked in computing entitlement to overtime pay if the employee actually works during the pay week that the holiday occurs. Overtime resulting from either being off on a holiday or working on a holiday cannot be banked as compensatory time.

Section 29.4 Employees of the Police Division who work on any of the holidays listed in Section 29.1 of this Article shall be paid for the first eight (8), ten (10), or twelve (12) hours worked, depending upon the schedule to which they are assigned, or any portion thereof at twice the regular straight time rates of pay. If assigned, personnel in Detectives, SIU, DARE, Property, Records, and Assistant Systems Administrator may be permitted to work on a scheduled holiday that falls on one of their regularly scheduled workdays if: there is work available to perform within their normal and usual job description and they have prior approval of their bureau commander. Any employee who works more than the scheduled eight (8), ten (10), or twelve (12) hours, depending upon the schedule to which he/she is assigned, shall be paid for those hours in excess of eight (8), ten (10), or twelve (12) hours at two and one-half (2 ½) times their regular straight-time rates of pay, and the hours worked upon a holiday in excess of eight (8), ten (10), or twelve (12) hours shall not be counted in computing entitlement to overtime pay.

Section 29.5 The eight (8), ten (10), or twelve (12) regularly scheduled hours actually worked on a holiday shall be included in the total hours worked in computing overtime.

Section 29.6 Days designated as holidays shall not be charged to vacation leave. An employee desiring a holiday off shall submit a request to this immediate supervisor for approval. Such approval shall be dependent upon the operational requirements of the Police Division.

ARTICLE 30
LIFE INSURANCE PROVIDED

SECTION 30.1 The City shall provide group term life insurance in the amount of $25,000 to all regular full-time employees of the Police Division. In the case of accidental death, the coverage shall be in the amount of $50,000. There shall be no contribution by an employee for this coverage.

ARTICLE 31
COMPREHENSIVE MEDICAL AND DENTAL COVERAGE

Section 31.1 The City shall provide comprehensive group medical coverage to each full-time covered employee with a minimum lifetime maximum of $1,000,000.00 per participant.

Section 31.2 The City shall provide single dental insurance and shall make available dependent coverage. The employee shall pay the additional cost for dependent dental coverage.

Section 31.3 Beginning with the first pay in December 2019 employees shall pay fourteen percent (14%) of the City's total monthly premium cost for medical and single dental insurance.

Employee Premium percentage of the total Monthly Premiums for Medical Insurance (All Tiers) and Single Dental Insurance			**Starting first pay December 2019**
			14%

Section 31.4 The Union recognizes the right of the City in its discretion to secure alternate insurance carriers and to modify coverages which measures may be used to maintain or to lesson premium costs. Prior to any modifications of benefits or coverage, the Union and the City agree to meet and discuss any such modifications. During the life of this contract, the offered medical and dental plan terms for this bargaining unit shall be equal to the terms for all other City employees.

ARTICLE 32
RESERVED

ARTICLE 33
FUNERAL/BEREAVEMENT LEAVE

SECTION 33.1 Each regular full-time employee of the Police Division shall be granted up to three days funeral/bereavement leave per occurrence not to exceed six (6) days in each calendar year if time off is required to arrange for or attend to estate matters or the funeral of a member of the employee's immediate family. Employees working an eight- (8) hour shift, the amount will be twenty-four (24) hours per occurrence, forty-eight (48) hours per year. Employees working a ten- (10) hour shift, the amount will be thirty (30) hours per occurrence, sixty (60) hours per year. Employees working a twelve- (12) hour shift, the amount will be thirty (36) hours per occurrence, seventy-two (72) hours per year. "Immediate family" for the purpose of this section shall include husbands, wives, children, parents, grandchildren, grandparents, great-grandparents, brothers, sisters, aunts, uncles, nieces, nephews, mothers-in-law, fathers-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, grandparents-in-law, and persons acting or who have acted, in loco parentis to the employee. The term "children," as used in this Article, shall include foster children residing in the employee's household at the time of the death, natural children, adopted children and step-children.

SECTION 33.2 The minimum time of request and approval shall not be less than one (1) hour and cannot be granted in less than hourly increments. Funeral/bereavement leave may only be used for the purpose intended.

SECTION 33.3 Funeral/bereavement leave shall be counted as hours worked in computing entitlement to overtime.

ARTICLE 34
CIVIL LEAVE/MILITARY LEAVE

All regular full-time employees of the Police Division shall be granted, upon written request from the employee, civic leave as follows:

SECTION 34.1 An employee called for jury duty or subpoenaed as a witness in the course of his employment shall be paid for the period of jury or witness service. An employee must present verification of:

1. His call to jury duty or witness duty;

2. If a witness, that his testimony was within the scope of his employment for the City and not of a personal nature and;

3. Turn in the amount received as a jury or witness fee, providing the amount does not exceed the wages paid by the City, to the City Finance Director;

4. Any hours credited as military, jury, or witness duty shall be counted as hours worked in computing entitlement to overtime.

SECTION 34.1(B) An employee appearing in court on behalf of the City for a period of less than two hours, on a scheduled workday, but not during the employee's scheduled work hours, shall be compensated not less than two hours, provided such hours do not overlap with regular assigned hours of work. Employees on a regularly scheduled day off shall receive not less than three (3) hours for a court appearance on behalf of the city. All such hours shall count toward entitlement to overtime.

SECTION 34.2 An employee who is required to appear in court for reasons outside the scope of his employment shall be granted vacation time or an excused absence (non-paid) provided that:

1. Documentation is provided in the form of a subpoena or a letter from a participating attorney or;

2. The request for an excused absence (non-paid) or vacation time is made to the appropriate supervisory person at least twenty-four (24) hours in advance.

SECTION 34.3 All full-time employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the Armed Forces of the United States, shall be granted up to thirty-one (31) calendar days each year not to exceed 252 hours of pay per year at such employee's

regular hourly rate of pay for such time as he is in the military service, on field training, or active service, and is absent from work.

SECTION 34.4 The first 176 hours of military pay shall be paid in accordance with Section 5923 of the Ohio Revised Code. Such leave shall be granted without loss of pay or benefits as would normally be provided.

SECTION 34.5 The language in this Section shall serve to establish the methodology by which military pay reimbursement will be handled by the City when Police personnel are required to attend military training and/or other military requirements whether in an active duty status or inactive duty status beyond the 176 annual hours outlined above. Immediately upon receipt of military pay, the employee shall notify the Finance Director of the amount of gross military pay received. The employee's wages for the following payroll period shall be reduced by the amount due the City, in a manner as prescribed by the Finance Director. Reduction of wages shall not exceed the amount of military leave paid by the City. Any hours credited, as military leave shall be counted as hours worked in computing entitlement to overtime.

ARTICLE 35
SICK LEAVE

Section 35.1 Each full-time Police Division employee included within the scope of this agreement shall be entitled for each completed 80 regular straight time hours of service to sick leave of 4.6 hours, not to exceed fifteen (15) normal work days per calendar year.

Section 35.2 An employee may use accumulated, but unused, sick leave upon proper approval of the Police Chief for absence due to personal illness, injury, pregnancy, exposure to contagious diseases which could be communicated to other employees, for any leave eligible for Family and Medical Leave, and for illness, injury or death in the employee's immediate family. However, the minimum time requested and approved shall not be less than one-quarter (1/4) hour and cannot be granted in less than quarter (1/4) hour increments. "Immediate Family" as used herein includes husbands, wives, children, parents, grandchildren, grandparents, brothers, sisters, mothers-in-law, fathers-in-law, and persons acting, or who have acted, in loco parentis to the employee. The term (children), as used this Article, shall include foster children residing in the employee's household, minor children residing in the employee's home for whom the employee has temporary or legal custody through the Court system, natural children, adopted children and step-children. The authority to use sick leaved due to the death in the employee's immediate family is in addition to the funeral/bereavement leave provided elsewhere in this Agreement.

Section 35.3 Unused sick leave shall be accumulative without limit. An employee who transfers from a public agency in this State shall be credited with the unused balance of the employee's accumulated but unused sick leave.

Section 35.4 The Police Chief shall require an employee to furnish a satisfactory written and signed statement (prepared by the employee) to justify the use of sick leave. Statements, after being approved by the Police Chief, shall be maintained by the City for at least one (1) year. The employee shall provide a physician's statement, submit to a medical examination, or other inquiry which the Employer deems necessary to verify the use of sick leave. If there is a charge made, the Employer or its insurer shall be responsible for its payment. The physician's statement, if required by the Employer, shall state the nature of the employee's illness or that the employee was required to care for a family member to justify the use of sick leave. A physician's statement may be required to verity the employee's ability to return to work. A physician's statement may also be required at the discretion of the Personnel Director in the following cases:

1. Repeated one- or two-day absences;

2. Multiple absences on a single day or other pattern uses of sick leave.

Falsification of either a written, signed statement or a physician's certification shall be grounds for disciplinary action, including dismissal. When an employee is unable to report to work, he shall notify his immediate supervisor or other designated person at least one (1) hour prior to the time he is scheduled to work on each day of absence, unless other arrangements are made with the employee's supervisor.

Section 35.5 This section shall be administered uniformly to all employees of the Police Division. No sick leave may be granted to any employee upon or after the employee's retirement.

Section 35.6 Sick leave shall be counted as hours worked for purposes of calculating overtime.

ARTICLE 36
COMPENSATORY TIME

Section 36.1 Any employee of the Police Division may elect to take compensatory time off in place of overtime pay.

Section 36.2 If an employee elects to accumulate compensatory time in lieu of overtime pay for any overtime worked, the employee must request the compensatory time using the payroll sheet. Requests to accumulate compensatory time must be documented on the employee's payroll sheet no later than the day on which the overtime was worked; otherwise the employee will be paid for the overtime.

Section 36.3 No employee may accumulate more than eighty (80) hours of unused compensatory time credit at any one time.

Section 36.4 Authority for the granting of compensatory time off in lieu of overtime pay rests with the Chief of Police or his designee. An request for compensatory time in which the request is for more time than the employee has accumulated but unused or in which the eighty (80) hour accumulation limit has been reached cannot be approved.

Section 36.5 Compensatory time shall be accumulated at the rate of one and one-half (1½) hours of compensatory time for each hour of overtime worked. Employees whose employment is terminated for any reason are entitled to compensation for any accumulated but unused compensatory time not to exceed eight (80) hours. The rate of compensation for each compensatory time hour in this situation shall be the greater of:

1. The average regular rate for the last three years of employment;

2. The regular rate in effect for the employee at the time of separation.

Section 36.6 Compensatory time shall only be granted for overtime work, which was required and approved by the appropriate supervisor.

Section 36.7 The Finance Director shall determine the appropriate entries to be made upon payroll records for recording compensatory time.

Section 36.8 Compensatory time shall be counted as hours worked for purposes of calculating overtime.

ARTICLE 37
MAINTENANCE OF SICK LEAVE AND VACATION RECORDS

SECTION 37.1 A permanent record of sick leave including sick leave accumulated and sick leave used shall be maintained by the City for all employees covered by this Agreement.

SECTION 37.2 A permanent record of vacation information, including years of service for vacation credit accumulated and used, shall be maintained by the City for all employees covered by this Agreement.

SECTION 37.3 Other records of leave including compensatory time, civic leave, and funeral/bereavement leave shall be maintained by the City for all employees covered by this Agreement.

SECTION 37.4 Necessary and accurate information relative to leave requests shall be forwarded to the payroll clerk by the time payroll is processed on a weekly basis.

ARTICLE 38
PARKING PROVISIONS

SECTION 38.1 The City shall provide for each employee, at no cost to the employee, parking privileges when working.

ARTICLE 39
WORK HOURS AND OVERTIME PAY

Section 39.1 The normal work period shall be a seven (7) day cycle for civilian personnel. Base hours for the period from Monday through Sunday shall amount to forty (40) hours. The employee work schedule will be assigned by the appropriate Bureau Commander or his designee, in accordance with the other provisions of this Agreement.

Section 39.2 The normal work period for sworn Police Officers shall be a fourteen (14) consecutive day cycle. Base hours within the prescribed work period shall be 80 hours. The employee work schedule will be assigned by the appropriate Bureau Commander or his designee, in accordance with the other provisions of this Agreement.

Section 39.3 Two Dispatch/Records personnel shall be on duty at all times. Where a Dispatcher is required to be on station for more than eight (8) hours consecutively, he/she will be permitted to take a break from his/her duties as work permits and within parameters established by management.

Section 39.4 Overtime required to be filled as a result of the mandatory overtime process will follow the mandatory format established, based upon seniority. See Addendum for Dispatch Overtime Procedures.

Section 39.5 Employees shall be paid one and one-half times (1 ½) their regular straight-cycle hourly rate of pay for all hours worked in excess of their normal work period. Mandatory assignments outside an employee's normal work cycle shall be paid at one and one half (1 ½) times the employee's straight-time hourly rate. "Hours worked" shall include vacation, holiday leave, and sick time that occurred during their normal work period except as otherwise outlined in Sections 29.3 and 29.5

Section 39.6 There shall be no pyramiding of overtime or premium pay for the same hours.

Section 39.7 Shift differential shall be added to the base hourly rate of an employee in computing his overtime rate.

Section 39.8 Management will have the option to change shifts to eight (8), ten (10), or twelve (12) hours with fourteen (14) day's notice of pending change to the Union.

ARTICLE 40
UNIFORM/CLOTHING

Section 40.1 A uniform/clothing allowance of up to $700.00 per calendar year shall be paid by the City for members of the Police Division except Police Division Dispatch and Civil Enforcement Technician who shall be paid a uniform/clothing allowance of up to $450.00. These funds become available for use on January 1st each year and will be placed into a uniform/clothing allowance which will be administered by the City.

Section 40.2 A complete initial issue of all appropriate uniforms and equipment shall be provided by the City to each employee of the Police Division upon initial employment and prior to the completion of the probationary period. Employees on probationary status shall not be authorized an additional uniform/clothing allowance, as provided in Section 40.1, until they have completed their probationary period.

Section 40.3 Upon completion of the probation period and prior to the beginning of the next calendar year, the annual allowance, as provided in Section 40.1, will be prorated. The calculation will be made by counting the remaining months in the current year which includes the month probation was completed and multiplying by $58.33 for members of the Police Division, or $37.50 for Dispatch, and Civil Enforcement Technician.

Section 40.4 In all instances in which uniforms or other specific styles of clothing are required, the cleaning and laundering of such uniforms and clothing shall be proved and paid for by the City.

Section 40.5 Purchases shall be in accordance with City and Police Division purchasing policies. All clothing allowance purchases and invoicing must be completed prior to December 1, of the applicable year. The city shall not require advance approval of purchases by employees under this article; however, the allowance shall only be expended for clothing or equipment required to be worn or used by the police division.

Dispatchers shall have individual equipment in the form of console headsets purchased at cost to the Police Division. The Chief of Police shall for establish rules governing the purchasing and use of console headset equipment.

Section 40.6 When the City provides a covered employee's apparel, the value may be considered a taxable fringe benefit by the IRS. If the item is deemed an eligible taxable fringe benefit, the item and its cost will appear on the employee's annual W-2.

ARTICLE 41
SEVERANCE PAY

SECTION 41.1 Upon separation employees shall be paid for all accumulated but unused and unpaid vacation, compensatory time, regular pay, and overtime pay due and owed them, as of their last date of employment. Upon retirement, accumulated but unused sick leave shall be paid as provided elsewhere within this Agreement.

SECTION 41.2 In the case of death, the above payments shall be made to the employee's spouse or other beneficiary as provided by statute.

SECTION 41.3 Upon separation and presentation of purchase documentation by the City, employees shall surrender all property purchased with City funds.

SECTION 41.4 Bargaining unit members, who were hired by the City prior to September 1, 2014, who retire from service, shall be entitled to receive a payout of unused sick leave at the following rates:

a. 25% of accrued, unused sick leave hours to 1500 hours; plus
b. 50% of accrued, unused sick leave hours beyond 1500 hours.

The payouts shall be at the employee's rate of pay at the time of retirement.

SECTION 41.5 Bargaining unit members who are hired by the City on or after September 1, 2014, and who retire from employment with the City shall be paid for 25% of the employee's accumulated but unused sick leave, but such payout shall not exceed 25% of 960 hours. In the event that the City raises the percentage and accumulated limit for non-bargaining employees, the higher amounts will apply to members of this bargaining unit. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. The payment shall be based on the employee's straight time hourly rate of pay in effect at the time of retirement and shall be made only once to any one employee.

SECTION 41.6 Any employee killed in the line of duty shall have 100% of his accumulated but unused sick leave paid to his designated survivor(s) or to his estate.

SECTION 41.7 The above amounts, at the City's option, may be paid out in installments as outlined below:

A. If the employee is entitled to receive payment for 240 hours or less, it shall be paid within thirty (30) days following verification of any of the above occurrences.

B. If the employee is entitled to receive payment for 241 to 750 hours, the payment may be made in two (2) equal annual installments.

C. If the employee is entitled to receive payment for more than 750 hours, the payment may be made in three (3) equal annual installments.

ARTICLE 42
WAGES

SECTION 42.1 The following salary schedule is established for the members of the Bowling Green Police Patrolman's Association effective 12:01 a.m., June 18, 2020, except where specifically noted otherwise.

SECTION 42.2 All Police Division employees shall be paid on a biweekly basis.

SECTION 42.3 The biweekly compensation for all members of the bargaining unit shall be based on the number of hours actually worked during the biweekly pay period. The hourly rate of compensation shall be based on the hourly (H) rate falling within the pay range schedule listed in Section 42.4 below, according to the employee's classification and number of years in such position, except as provided elsewhere in this Article.

SECTION 42.4
Salary Schedule (Base Hourly Rate):

Police Officer			
			2020-2021
Step 1			$ 26.97
Step 2			$ 28.64
Step 3			$ 30.31
Step 4			$ 31.96
Step 5			$ 33.94
Dispatch			
			2020-2021
Step 1			$ 23.30
Step 2			$ 24.72
Step 3			$ 26.18
Step 4			$ 27.68
Step 5			$ 28.99

Civil Enforcement Technician			
			2020-2021
Step 1			$ 20.13
Step 2			$ 21.45
Step 3			$ 22.83
Step 4			$ 25.55
Step 5			$ 27.24

SECTION 42.5 New employees hired from outside the bargaining unit with prior experience may, at the City's discretion, be placed anywhere within the appropriate pay grade; however, in no case shall the rate assigned exceed the current maximum rate paid to employees currently assigned to that pay grade. New hires shall serve a one-year probationary period regardless of his/her placement in the pay steps. Regardless of prior public service as a Police Officer, seniority within the bargaining unit shall be in accordance with Article 10, Seniority, and eligibility for Police Officer to be promoted to the rank of Police Sergeant shall be in accordance with Article 11, Promotions.

Where years of service are required to determine the step, length of service will be based on the employee's most recent date of hire.

There shall be no wage adjustments, pay increases, or step adjustments made during the first year of the Contract, which commences June 18, 2020. The parties agree to reopen Article 42 Wages at the end of the first Contract year. This reopener is limited to Article 42. Negotiations for said reopener to commence prior to June 18, 2021.

SECTION 42.6 An employee who is reclassified into a higher pay range as a result of a promotion shall be placed at a pay step within the appropriate pay range which provides a wage increase of at least four (4) percent.

SECTION 42.7 Whenever an employee requests and is granted a voluntary demotion, or whenever an employee is laid off due to lack of funds or lack of work in one classification and is entitled to a demotion to a lower classification where he previously held permanent status, the pay rate of the employee shall be reduced to a pay rate within the lower grade nearest his current hourly rate.

An employee demoted for disciplinary reasons shall be reduced to the same pay step within the lower pay range as he held in the higher classification.

SECTION 42.8 When a shift has a vacancy of a supervisor (Sgt. or above) for a period of more than four (4) consecutive hours on any given day, the officer serving as the Senior Officer will receive compensation of an additional one dollar and sixty-five cents ($1.65) per hour for each hour that he/she serves in the Senior Officer capacity. This Senior Officer compensation is applicable to the Patrol Section only.

ARTICLE 43 RESERVED

ARTICLE 44
MEDICAL EXAMINATIONS

SECTION 44.1 The City may require an employee returning from sick leave or injury leave to submit to a physical examination, pertaining to the injury or illness, by a doctor of the City's choosing at the City's expense when the City reasonably believes that the employee is physically unable to perform assigned duties. 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 essential functions of his/her job classification, 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 essential functions of the job shall be binding on the City, the Union, and the employee.

ARTICLE 45
SHIFT AND WEEKEND DIFFERENTIAL

SECTION 45.1 Additional compensation for shift differential shall be paid by the City in accordance with the following:

Full-time employees of the Police Division shall receive, in addition to other compensation, the sum of fifty (50) cents per hour for each hour worked on the employee's scheduled second or afternoon shift; the sum of fifty (50) cents per hour for each hour worked on the employee's scheduled third or midnight shift. Additional compensation of fifty (50) cents per hour shall be paid for all employee's scheduled hours worked during a weekend.

SECTION 45.2 Such additional shift and weekend differential compensation shall only be paid for those hours which the employee actually works and will not be paid for any hours while the employee is on any form of leave.

SECTION 45.3 Such additional shift differential compensation shall not be paid to Police Division employees who work during the above-described shifts as a result of their acceptance of overtime, nor shall such additional compensation be paid for any hours worked beyond the employee's regularly scheduled shift.

ARTICLE 46
ACTING TIME

SECTION 46.1 When the Chief of Police or his designee determines it is necessary to temporarily assign an employee to perform the duties of a position above that which the employee currently holds for periods of more than five (5) days, such employee shall be paid the minimum pay rate of the higher classification, or at a pay rate which is four percent (4%) greater than the employee's current pay rate, whichever is greater.

SECTION 46.2 The employee so assigned must be assigned to and perform functions that are normally performed by an occupant of the higher classification in order to receive the higher compensation.

SECTION 46.3 An employee may refuse this assignment provided the employee so indicated prior to beginning the shift.

SECTION 46.4 The appointment of the acting supervisor shall be from a list of officers meeting the following criteria.

A. 3 years as a police officer with the City of Bowling Green.

B. No disciplinary action involving a suspension in the prior 12 months.

C. Recommendation of the patrol supervisors.

Officers agreeing to become acting supervisors agree to attend a first time supervisor school.

When there are two or more qualified officers on duty, the Chief or his designee shall appoint the senior officer.

ARTICLE 47
DISTRIBUTION OF CONTRACT

SECTION 47.1 Within thirty (30) calendar days after the execution of this Agreement, the City shall provide an electronic copy of the Agreement to every employee within the Police Division included within the scope of this Agreement. The electronic copy of the Agreement shall be emailed to each employee's City e-mail address. Any employee, who becomes a member of the Police Division after the execution of this Agreement, shall be provided with a copy of this Agreement by the City without charge at time of employment.

SECTION 47.2 A table of contents with page references shall be included at the front of the Agreement when provided to the employees.

ARTICLE 48
SAVINGS CLAUSE

SECTION 48.1 Any subject addressed in this Agreement supersedes and replaces all pertinent statutes, resolutions, rules, and regulations on that subject over which it has authority to supersede and replace. If a court of competent jurisdiction declares any provision of this Agreement to be invalid, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

SECTION 48.2 The parties agree that should any provision of this Agreement be found to be invalid, upon written request by either party, they will schedule a meeting within thirty (30) calendar days at a mutually agreeable place and time to bargain collectively over alternative language on the same subject.

ARTICLE 49
NO STRIKE CLAUSE

SECTION 49.1 The parties recognize that O.R.C. Section 4117.01 et seq. apply to their relationship and this Agreement. No member of the bargaining unit shall be required to perform any job duty of any City employee whose bargaining unit is engaged in a lawful strike action.

ARTICLE 50
UNION LEAVE

SECTION 50.1 Three Union officers or designees, shall be granted at least three days each year off with pay for the purpose of attending Union conventions or other similar Union functions. Such approval shall not be unreasonably withheld. Such time off will not affect accumulated sick leave, vacation leave, overtime pay computations, or seniority anniversary dates, nor will it constitute a break in service.

SECTION 50.2 Not more than three (3) elected union officers may flex their regular shift assignments in order to participate in scheduled contract negotiations meetings with the City.

ARTICLE 51
WAIVER IN CASE OF EMERGENCY

SECTION 51.1 The City shall be permitted to waive any provisions of this Agreement restricting management's right to utilize personnel in order to function effectively under declared conditions of emergency. Time limits for the Employer's or the Union's replies on grievances shall also be temporarily suspended during any declared emergency.

SECTION 51.2 Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

ARTICLE 52
ZIPPER CLAUSE

SECTION 52.1 Any right arising under the terms of the newly negotiated agreement shall not be applicable to any situation occurring prior to the effective date of that agreement.

SECTION 52.2 In the absence of a Union waiver of its right to bargain over a particular issue, the parties hereto recognize and agree that nothing within this Agreement shall be construed to abridge, delete, or eliminate the right and/or obligation of either to bargain collectively on matters affecting wages, hours, terms, or conditions of employment made "mandatory subjects" of bargaining pursuant to O.R.C. 4117.11(A)(5), 4117.01(G), 4117.03(A), and 4117.08(A).

ARTICLE 53
PHYSICAL FITNESS

SECTION 53.1 The parties agree that the Cooper Institute for Aerobic Research (CIAR) fitness tests and standards for general population will be utilized to test the fitness levels of the sworn police officers covered by this agreement.

SECTION 53.2 The Departmental Fitness Test will consist of an incentive component and it will comply with the most current CIAR standards governing that component. The incentive component is VOLUNTARY and will be based on cumulative percentages with monetary rewards assigned to each percent bracket. Eligible employees can only receive incentive pay once per year, and can only receive incentive

pay for the year during which the test was taken. Listed below are those brackets and their corresponding incentive pay.

SCORE	INCENTIVE PAY
70%-79%	$800.00
80%-99%	$1000.00

SECTION 53.3 The parties agree that the physical fitness requirements set forth below govern all sworn personnel.

A. Physical fitness for Sworn Personnel.

1. Annual testing will occur during the month of March or April of each year, as designated by the Chief of Police. The test will comply with the standards set by the Cooper Institute of Aerobic Research protocols for general population.

2. The battery of tests will be: Sit and reach, vertical jump, 12 min run, max one rep bench press, max one rep leg press, and sit ups.
3. All sworn personnel wishing to participate in the incentive test must sign up for a time slot, once the schedule is posted. The incentive test will only be administered one time per year.

4. To participate in the incentive test, sworn personnel must complete the assigned battery of tests. No alternate tests will be offered and no doctor's notes will be accepted to allow alternate tests or alternate test dates.

5. Individuals who receive a maximum score during the incentive test shall receive a Letter of Commendation from the Chief of Police. A copy of the document shall be placed in the officer's personnel file.

6. To calculate the officer's cumulative percentage, the Police Division Fitness Instructor will add the officers individual test score for each category and then divide by the number of tests. For the vertical leap, officers who jump at least 16 inches will receive a score of 100% for the event, Officers unable to jump at least 16 inches will receive a 0% for the event.

7. Since this is a voluntary test, there will be no disciplinary action for those employees who fail to pass the physical fitness test.

Section 53.4 Police Officers may workout during their regularly scheduled eight (8), ten (10), or twelve (12) hour shift in the Police Division fitness room. The time allotted shall not exceed thirty (30) consecutive minutes per shift and must be with supervisor's prior knowledge and consent. Officers shall maintain readiness to return to the shift immediately upon the supervisor's request.

ARTICLE 54
FAMILY AND MEDICAL LEAVE ACT OF 1993

Section 54.1 The Union agrees to the requirements, as contained in the City's Family and Medical Leave Policy, as detailed in the City of Bowling Green's Administrative Instruction No. 33.

ARTICLE 55
PERFORMANCE STANDARDS

Section 55.1 The parties agree to the implementation of the performance review standards that were developed by the Bowling Green Police Performance Standards Review Committee, except that the parties agree that officers will only be evaluated on a quarterly and annual basis.

Section 55.2 The parties agree that failure to meet the performance standards will result in discipline pursuant to Article 18.

Section 55.3 The parties agree to the continuation of the Performance Standards Review committee and its configuration. The parties shall meet within the first 60 days after the signing of the contract to review and mutually agree to the members and configuration of the PSRC.

ARTICLE 56
DAYLIGHT SAVINGS TIME

SECTION 56.1 All employees who are working when the time changes form Eastern Standard Time to Eastern Daylight Savings Time in the spring, an eleven hour shift, a nine (9) hour shift or a seven (7) hour shift, shall be paid for either a twelve (12) hour shift, ten (10) hour shift or an eight (8) hour shift, depending on their work schedule.

SECTION 56.2 All employees who are working when the time changes from Daylight Savings Time to Eastern Standard Time in the fall, a thirteen (13) hour shift, an eleven (11) hour shift or a nine (9) hour shift, shall be paid for a thirteen (13) hour shift, an eleven (11) hour shift or a nine (9) hour shift, depending upon their work schedule.

ARTICLE 57
MEDICAL LEAVES OF ABSENCE WITHOUT PAY

SECTION 57.1 If an employee remains sick, injured or hospitalized, or in a state of recovery therefrom after all accrued but unused leave time and Family and Medical Leave due such employee is exhausted, the employee may be granted a medical leave of absence without pay for a non-duty related personal injury or illness. Leaves of absence for medical reasons may be granted by the Municipal Administrator for a period not to exceed six (6) months depending upon the specific facts of the case. Extension beyond six (6) months will require the Mayor's personal approval.

SECTION 57.2 Employees or their designees are responsible for submitting written, signed, and dated requests for medical leaves of absence without pay to the Municipal Administrator and/or Mayor. Barring extenuating circumstances, which will be reviewed on a case-by-case basis, such requests must be submitted prior to the start to the medical leave of absence without pay.

SECTION 57.3 If a medical leave of absence without pay has been granted by the Municipal Administrator, the City will pay for its portion of any medical or dental insurance premiums falling due within the thirty (30) calendar day period following the complete exhaustion of any time due to the employee. After the expiration of that thirty (30) day period, the employee may continue to be insured under the City's group medical and/or dental plan during the period of the medical leave of absence without pay provided the employee assumes responsibility for premium payments.

SECTION 57.4 If the employee fails to return to work after the medical leave of absence without pay has been exhausted, his/her employment may be terminated.

ARTICLE 58
INOCULATIONS

Section 58.1 Employees of the City who are exposed to increased risks of Hepatitis-B, as result of their duty requirements, may receive at City expense, appropriate inoculations for protection against this disease. This service must be approved by the Personnel Director or his/her designee based on reasonable medical evidence. This service will be performed by a physician hired by the City, by the Wood County Health Department, or

by the employee's family physician, if that person is more readily available. The cost of the inoculation will be paid directly by the City to the medical care provider. Inoculations are voluntary and are provided for the protection of City employees.

Section 58.2 If an employee suffers a work-related injury, which is approved as a Workers' Compensation claim through the State of Ohio, and he/she requires either a tetanus or typhoid fever shot, and said shots are not authorized for payment through either the Bureau of Workers' Compensation or the City's insurance provider, then the City will pay for those inoculations also.

ARTICLE 59
LIGHT DUTY

Section 59.1 When an employee becomes physically incapacitated (due to a non-duty related injury or illness) for the performance of normal duties of his/her position as determined by the appropriate medical authority, the employee should first use accumulated but unused sick or other forms of accrued leave. In accordance with Article 54, "Family and Medical Leave Act of 1993," leave taken for this purpose shall count toward an eligible employee's annual entitlement to 12-weeks of Family and Medical Leave. Eligibility for Family and Medical Leave is defined in Article 54 of this contract.

Section 59.2 If the employee is unable to perform his/her normal duties as determined by a medical authority, the employee may be temporarily placed into a position which is less strenuous, if one is available, for a period of time not to exceed three (3) months. Depending upon the facts in each individual case, the Municipal Administrator may extend the temporary light duty opportunity for not more than three (3) additional months. Employees are required to request consideration for a light-duty work assignment themselves. In order to be considered for a light-duty assignment employees will be required to sign a medical release so that the City may contact the employee's physician(s) about the type of work duties that the employee may perform.

Section 59.3 The Police Chief or his designee shall decide on a case-by-case basis if there are light duty work assignments available that fall within the restrictions that the employee has been placed under by their physician(s). The distribution of light duty assignments and/or refusal to establish a light duty assignment is solely the decision of the Police Chief or his designee, and such decisions shall not be grievable.

Section 59.4 If no light duty assignments are available then the employee must remain off work pursuant to a release from their physician(s) that they can perform their full duties or until such time as a light duty assignment occurs which meets the physical restrictions/limitations of that employee. During this period of time the employee will have to use other accrued leave time, such as vacation, personal business, and compensatory time, in order to remain in a paid status.

Section 59.5 Light duty assignments for work-related illnesses and injuries shall take precedence over non-duty related illnesses and injuries. An employee, who is working in a light duty capacity because of a non-work-related illness or injury, may be displaced from that light duty assignment if the City needs to place another employee, who has a valid work-related illness or injury, into a light duty/transitional work assignment.

Section 59.6 Prior to any employee being temporarily placed into a light duty because of an off-duty injury or illness, the employee must provide to the City both a release signed by their physician(s) that the light duty assignment meets the requirements of the physical restrictions that the doctor has placed on the employee and a specific listing of the physical restrictions under which the employee is released to work. The purpose of the physician's release and physical restrictions listing is to ascertain if the employee is physically capable of performing the duties required of the light duty position. While working in a light duty capacity the employee must provide to the City every two weeks an updated release from their physician(s) establishing the current physical restrictions under which the employee is released to work.

Section 59.7 If at the end of the temporary reclassification to a less strenuous position and/or complete exhaustion of all accumulated leave time and/or Family Medical Leave the employee is still unable to perform the normal duties of his/her position, an extension of the temporary reclassification will not be granted and employment with the City may be terminated.

ARTICLE 60
INTERNAL REVENUE SERVICE SECTION 125 PLAN

Section 60.1 The City will administer an I.R.S. Section 125 Plan to allow a pre-tax deduction of the employee's share of premiums paid for medical and dental insurance or flexible spending accounts. Any administration fees assessed for participation in the medical reimbursement and/or the dependent care reimbursement programs shall be paid by the participating employees. To participate in the Section 125 plan, an employee must meet the conditions for eligibility of the insurance policy (ies) which provide the benefits, be responsible for paying all or part of the applicable premiums/contributions, and complete and file the necessary forms with the City.

ARTICLE 61
DIRECT DEPOSIT OF PAYROLL

Section 61.1 All employees must receive their paychecks by direct deposit.

Section 61.2 All employees must prepare and maintain their timesheets on a daily basis.

Section 61.3 Each employee must submit his/her prepared timesheet to his/her appropriate supervisor upon the completion of his/her last work shift of the pay period. Timesheets that are improperly completed, maintained, or submitted may result in delay of payment or be investigated for possible disciplinary action.

ARTICLE 62
CALL-IN PAY

Section 62.1 Call-in pay is for members of the detective bureau only. It is defined as payment for work assigned and performed by a detective at a time disconnected from his/her normal and prescheduled hours of work due to an emergency.

Section 62.2 Call-in pay shall be paid the same as overtime.

Section 62.3 A detective called in shall be compensated for a minimum of two (2) hours commencing with the detective's arrival at the worksite.

Section 62.4 Each work week the detective bureau member who is assigned to cover "On Call", shall also be compensated at a straight time rate for a total of eight (8) hours. These are not hours worked and will not count toward entitlement to overtime. This payment shall be in addition to any other pay provided within this agreement. Failure to respond or answer an investigative call while "on call" will result in the forfeiture of one hour "on call" pay for each day there is an infraction. If "on call" is split between multiple detectives during the work week then the "On Call" pay will also be split on a pro-rata basis for that work week.

SIGNATURE PAGE

IN WITNESS WHEREOF the parties have agreed hereto and have set their hands this 13th day of October, **2020.**

ON BEHALF OF THE BOWLING GREEN POLICE PATROLMEN'S ASSOCIATION

Jeremy Lauer
Director

Tyson Richmond
Director

Trent Tatham
Director

George Gerken
OPBA Attorney

ON BEHALF OF THE CITY OF BOWLING GREEN

Lori Tretter
Municipal Administrator

Barbara Ford
Personnel Director

Brian Bushong
Finance Director

N. Tony Hetrick
Police Chief

Justin White
Police **Deputy Chief**

ADDENDUM REGARDING OVERTIME PROCEDURES FOR DISPATCHERS

ACCRUAL:

Dispatchers earn one SKIP or PASS for every 12 hours of voluntary overtime. Voluntary overtime and accrued SKIPs are kept in a computerized tracking log. Skips will be accumulated throughout the year. On January 1st of each calendar year of this contract, each dispatcher will begin the year with no more than twelve (12) "skips". If a dispatcher has accumulated less than twelve (12) "skips" throughout the calendar year, the dispatcher will carry that balance into the new year.

RECORDING IN OT BOOK:

All vacancies in dispatch will be filled by either voluntary or mandatory assignment. Volunteers will be assigned on a rolling opportunity basis. All eligible dispatchers are listed on separate pages in order of their eligibility. The red "peg" denotes the last person to accept overtime voluntarily. The next eligible dispatcher is directly following the "peg." The "peg" will be moved every time a dispatcher accepts overtime voluntarily. Overtime needs of four (4), five (5) hours, or six (6) hours in the case of a ten (10) or twelve (12) hour shift, or less (less than one-half (1/2) of the shift duration) can be filled from either the preceding, current or oncoming shift without utilizing the overtime call procedure and therefore moving the overtime "peg".

If the vacancy can not be filled using the volunteer process, mandatory assignments are used to fill the void on a rolling eligibility process. Eligible dispatchers are listed in order of eligibility. The first eligible dispatcher is the highest listed name on the first incomplete page. Completed pages are marked "done" and another page is added.

When a dispatcher is assigned a mandatory shift, the date the assignment was made, date of the assignment, the hours to be worked, and the reason the assignment was needed are listed next to the dispatcher's name. If the dispatcher is ineligible due to number of hours worked, work or leave status, or use of a SKIP is noted in the far right column.

ELIGIBLITY:

Dispatchers can volunteer for overtime even if the additional hours abut the dispatcher's regular shift and together will exceed a consecutive 12 hours. Dispatchers cannot volunteer for additional shifts if the additional hours will exceed 16 hours of consecutive working hours. Emergency situations can/will alter these guidelines as the supervisor sees fit.

Dispatchers can be ineligible for mandatory assignments if they have already worked consecutive hours and the mandatory will abut those hours causing the consecutive total to exceed 12. Mandatory hours can be assigned in any increment to total no more than 12

consecutive hours. Dispatchers can be eligible for mandatory assignment of more hours if there is a lapse of at least one (1) hour between regular, voluntary or mandatory shifts.

Dispatchers are ineligible if they are on leave the day of the vacancy, already working, or have noted they want to use a SKIP (and have enough SKIPs available to them). Dispatchers are also ineligible after 12 consecutive hours are worked.

SKIP USE: (Added from MOU 5-24-18)

Skips can be use for scheduled overtime that is posted during the weekly posting procedure. Skips can be used as whole and halves. Multiple skips can be used as long as the employee has enough skips already earned. Skips are applicable only to the shift posted and do not cover or extend beyond the dates/times posted.

In the event a dispatcher calls in sick prior to their assigned shift and there is a short notice situation, dispatchers already working on duty, (if there are only two) are ineligible to utilize the skip program. If no off-duty dispatcher can be reached or does not volunteer for the overtime, the dispatchers on duty will be mandatoried to fill the vacancy. The dispatcher who is first eligible to be mandatoried, (as per the Mandatory OT assignment Book) will be mandatoried for the vacant assignment providing the length of assignment does not exceed the maximum continuous hours as specified in the BGPPA contract. The other dispatcher, who is on duty when the assignment is called, will be mandatoried for the remainder of the vacant assignment. (Allowing the assignment does not exceed the maximum continuous hours worked.)

If there are more than two dispatchers working and are eligible to work the overtime or there are two dispatchers working and you are able to contact at least one other dispatcher who is eligible for the overtime then the involved dispatchers are allowed to use skips to determine who fills the vacancy. At no time will the dispatchers that are working be allowed to leave without the vacancy being filled per contract requirements. The vacancy must be filled within two hours of the call off. If the vacancy is not filled voluntarily and a shift change occurs within the two hours all dispatchers on the current and oncoming shift are eligible for the overtime as long as it does not exceed the dispatchers maximum continuous hours worked. When attempting to contact a dispatcher, it must be done using a taped police division phone line. Dispatchers may accept the overtime assignment on the telephone, not by text message.

Skips can be used in conjunction with leave. In the event a dispatcher is ineligible to be mandatoried for a full vacant shift due to approved leave but is eligible for half of that same vacant shift, a skip can be used for the half that can be assigned to the dispatcher.

Use of skips and days off in conjunction with vacation or compensatory time.
(Added from MOU 8-28-15)

The City will allow each dispatcher eligible under the contract addendum to receive 2 regular days off free of mandatory assignment with each 24-40 hours of continuous vacation or compensatory time. These 2 free days may be used at the beginning, end or in the middle of the 24-40 hours. Additional days off abutting the 24-40 hrs of leave in which the employee wishes to be free of mandatory assignment shall be reserved as such with the use of skips. These abutting skips shall be good for the entire regular day off and will hold the day off even if multiple mandatory overtime assignments come up during the day in question. The skips requested are not returned to the bank if no overtime is called on the day they are used. The Services Bureau Commander will be in charge of record keeping for the days off and skip use and will develop and distribute the procedure for documentation and communication of the provisions in this agreement.

CALLING OVERTIME:

Dispatchers who volunteer for overtime shifts will be assigned first. The overtime record book is filled out accordingly to show who volunteered and who did not. Split shifts will be recorded as a "no" but the split will be noted to the side. When all the voluntary overtime is assigned, the remaining vacancies will be filled using mandatory assignments.

Starting on the first incomplete page of the mandatory section of the overtime book, the first listed name to not have been previously assigned a mandatory shift is first for mandatory. The mandatory assignment will be listed next to the dispatchers name or the reason for not assigning the shift is noted. The process then moves onto the next dispatcher or next assignment (keeping in mind the eligibility guideline). This process continues until all vacancies are filled.

MEMORANDUM OF UNDERSTANDING REGARDING

ARTICLE 16 INJURY LEAVE

The Parties agree that if an employee uses paid sick, vacation, or compensatory time to cover time off that otherwise would have been covered by paid temporary Wage Continuation/Injury Leave, pursuant to Article 16 Injury Leave, then the City will restore the sick, vacation, or compensatory time to the employee.

MEMORANDUM OF UNDERSTANDING REGARDING

The parties agree to abide by the Senior Officer Guidelines attached hereto as Exhibit A during the life of the 2020 - 2023 collective bargaining agreement.

Exhibit A

SENIOR OFFICERS GUIDELINES
9-12-2014

1. With the Senior Officer provisions in the BGPPA contract, it needs to be understood that Management does not expect Senior Officers to issue discipline, complete evaluations or approve leave. Senior Officers are expected to attend to all other responsibilities relative to a Sergeant's duties as inherited by the Senior Officer.

2. Senior Officers **must** designate their assignment on the payroll sheet as S.O.in the ***"Reason for Overtime, Notes"*** section. If a Senior Officer works 4 hours the column should show S.O. – 4.

3. Senior Officers still have a responsibility to their individual patrol officer duties, expectations and responsibilities when evaluated by Sergeants.

4. All requests for leave (vacation, personal, compensatory or sick leave) must receive approval from a Sergeant or above (following the chain of command). If a Sergeant is not working, the employee must receive advanced approval from the Bureau Commander before taking the leave. Sergeants will not be called on their personal time to approve leave. It is recommended that personnel avail themselves to the cellular and personal phone numbers of their respective Bureau commanders and Police Administration in the event that such approval is needed.

5. Sick leave is not to be called into dispatch and assumed it is approved. There is an approval process with all leave. An employee calling in sick must advise dispatch. The supervisor or Senior Officer will always be advised. A Senior Officer can not approve leave. In those instances, the employee will be advised by dispatch that there is no Sergeant/Lieutenant on duty and of the need to contact the Bureau Commander for sick leave approval. The Sergeant on duty does not need to call the employee back to approve the leave, but the employee must provide a number where he/she can be reached in the event that the Sergeant/Lieutenant wants to call the employee back. When practical, it would be appropriate to call the employee back and advise them that the leave is approved.

Dispatchers will call their own overtime. Every effort should be made to allow a dispatcher a break if they are working more than 8 hours consecutively.

Senior Officers may document observations of personnel on their respective shifts. Senior Officers may complete these observations based upon the workload experienced on the shift. If there is a lot of activity it would provide a greater opportunity for observations, if there is less activity then there would be fewer observations. If the Senior Officer chooses to do an observation they will need to document the observations on

the Employee Observation Form, copy and initial, placing the original in the respective Sergeant's mailbox, with a courtesy copy emailed to the Operations Lieutenant.

8. Senior Officers will check the Sergeant's pan in Dispatch prior to Roll Call and the end of shift to ensure all reports are properly completed (i.e. citations, warrants, probably cause statements, traffic crash reports, etc.) and disseminated to their appropriate locations. Senior Officers will notify the appropriate dispatcher/officer to ensure any and all corrections are made to paperwork that is checked and found to be incomplete.

9. Senior Officers will complete Roll Call documentation, assign patrol areas, issue equipment (Tasers, etc.), assign responsibilities of securing/unsecuring the Police facility, and conduct the Roll Call session – these items will be documented on the Daily Roll Call form by the Senior Officer.

ADDENDUM REGARDING CONTRACT OVERTIME AND THE USE OF MANDATORY CALL OUT FOR SWORN POLICE OFFICERS

By December 15th of each year, officers will have the option of being removed from the contract overtime list for the upcoming year. The officer must "Opt out" by written documentation through the chain of command to the Operations Bureau Commander indicating the officer wants to remove themselves from eligibility to work any contract work except as otherwise indicated in this agreement. The "opt out" option also removes the officer from the first step of the contract mandatory overtime procedure. The process of "opting out" is the officer's responsibility and must be submitted to his or her supervisor by December 15th of each year. Failure to "opt out" by December 15th automatically includes the officer in the contract overtime call list and any required mandatory assignments.

Procedure:

a.) Contract overtime work will be available for members of both the BGPPA and BGPCOA. Contract work will be paid at the regular overtime rate but for the exception listed in Bullet (g) below.

b.) Any contract work will first be posted on the squad room board when time allows. This will allow officers to indicate interest by a "Yes", "No" or "Call" designation.

c.) The contract overtime will then be called through the contract overtime list.

d.) If the slots are unable to be filled, management will then notify union officers and ask them to assist in filling the slots. The union will first contact the contract list officers to offer in whole or to split the overtime and lastly to those who have "opted out". If management received the request for contract overtime within 48 hours or more, the union leadership will have 24 hours to accomplish this task. If less than 48 hours management will fill contract overtime in accordance with Bullet (g).

e.) Officers on approved vacation leave or comp time are eligible to fill the contract overtime slots but shall not be mandatoried. However, no officer on vacation leave or comp time will be offered the contract overtime until all officers who have not opted out and are not working their assigned shift, are offered the contract work first.

f.) If union leadership is unable to fill the slots, management will be notified at which time the mandatory procedure set forth in Bullet (g) below will be followed.

g.) Mandatory contract overtime will be assigned in alphabetical order regardless of rank or seniority. It will first be called from the mandatory contract overtime list. In the event that circumstances prevent management from filling the contract overtime from this list, personnel from the "opt out" list will be utilized. If circumstances exist that do not allow for mandatory from either list, then

management will assign an officer who is working a regular shift at the time needed. After the overtime is called and assigned, the tag will be placed on the last person accepting overtime.

h.) Once supervisory personnel have called through the overtime list and the task is assigned to the union leadership, the overtime tag will not be moved in the overtime book. If an officer is mandatoried to fill a slot, the tag will not be moved.

i.) If an officer has opted out in previous years and elects to be on the list for the upcoming year then they will be placed in the list according to alphabetical order. For mandatory purposes, the officer will be placed on the list based on last name, if the mandatory list is already past his/her last name alphabetically, then he/she will be placed at the top of the list for the next mandatory.