

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

NORTHFIELD VILLAGE

AND THE

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

THE LIEUTENANT BARGAINING UNIT

BEGINNING JANUARY 1, 2021 – ENDING DECEMBER 31, 2021

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ARTICLE 1.

AGREEMENT/PURPOSE

Section 1: This Agreement, entered into by the Village of Northfield, hereinafter referred to as the “Employer” or “Village”, and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "Union", or the "OPBA", has as its purpose, the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth in entirety, the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those Employees included in the bargaining unit as defined herein.

Section 2: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or regulation from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in the Agreement. The provisions of this Agreement constitute the entire Agreement between the parties.

ARTICLE 2.

RECOGNITION

Section 1: The Ohio Patrolmen's Benevolent Association is recognized as the sole and exclusive representative for the bargaining unit of all Lieutenants in the Department of Police for the purpose of establishing rules and conditions of employment. The Village will not recognize any other union, organization, or person as the representative for any of the bargaining unit members.

Section 2: Employee is defined as a member of the bargaining unit defined above.

ARTICLE 3.

NON-DISCRIMINATION

Section 1: Both the Village and the Union recognize their respective responsibilities under the Federal and State Civil Rights Laws; or employment practice acts, and other similar constitutional and statutory requirements. Therefore, both the Village and the Union hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, sex, age or handicap.

Section 2: The Village recognizes the right of all Employees to be free to join the Union. The Village agrees that there shall be no discrimination, interference, restraint, coercion, or reprisal by the Village against any Employee or any applicant for employment because of Union membership.

Section 3: Both the Village and the Union share the goal of preventing any Department employee, whether in the Union or not, from experiencing a hostile workplace. A

hostile work environment is a workplace in which unwelcome comments or conduct based upon gender, race, age, religion, disability, or other legally protected characteristics unreasonably interfere with an employee's work performance or create an intimidating, hostile, or offensive work environment for the employee who is being harassed or for other workers. Conduct of the above nature that is unwelcome and offensive to an employee or group of employees based upon a protected class status shall be prohibited. In order to constitute a hostile workplace, the conduct or behavior must be pervasive and constitute a pattern rather than consist of one or two isolated incidents. Occasional teasing and offhand comments, which some may feel offensive, that in themselves do not rise to the level of being serious in nature, do not qualify as harassment, nor does a single incident constitute a hostile work environment. The pattern of behavior has to be of a degree severe enough to cause disruption beyond a reasonable degree in the work of the targeted employee to the extent that a reasonable person would become severely intimidated or disturbed or fear loss of employment due to the offensive conduct. The complainant must have reason to believe that such behavior or patterns are likely to continue. The conduct may be verbal or physical in nature.

ARTICLE 4.

DUES DEDUCTION

Section 1: The Employer agrees to deduct from the wages and salaries of the bargaining unit members dues required by the OPBA by payroll deduction.

Section 2: Dues shall be paid over by the Employer once each month to the OPBA at P.O. Box 338003, North Royalton, Ohio 44133 or such address as set by the OPBA from time to time.

Section 3: An Employee shall have the right to revoke such authorization by giving written notice to the Employer and the OPBA at any time during the fifteen (15) day period preceding the termination of this Agreement, and the authorization card shall state clearly on its face the right of the Employee to revoke during that period.

Section 4: The Employer's obligation to make deductions shall terminate automatically upon the timely receipt of a revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

Section 5: The OPBA will indemnify and hold the Employer harmless from any action growing out of deductions hereunder and commenced by an Employee against the Employer.

ARTICLE 5.

BULLETIN BOARDS

Section 1: The Village shall provide the Union with a bulletin board provided that: such bulletin board shall be used only for posting notices bearing the written approval of the Associate of the Union or an official representative of the OPBA and shall be solely for Union business. No notice or other item on the bulletin board may contain anything controversial or

critical of the Village or any other institution, employee or other person; and upon request from an appropriate official of the Village, the Union will remove any notice or other writing that is inflammatory or derogatory.

Section 2: The Union bulletin board shall be kept separate from any other bulletin board which the Village may have for its purposes.

ARTICLE 6.

OPBA REPRESENTATION

Section 1: Non-Employee representatives of the OPBA shall be admitted to the Employer's facility for the purpose of processing grievances, attending meetings, or for monitoring the administration of this Agreement, upon approval of the Employer or his designee. The Employer or his designee shall facilitate any necessary contact between the representative and an on duty bargaining unit member Employee, provided that arrangement of the contact is not unduly disruptive of the Employee's job responsibilities.

Section 2: Release time shall be granted for members of the Negotiating and Grievance Committees in compensation for hours spent by each member in negotiations or grievance hearings. The release time shall be granted at a rate of one (1) hour earned and shall be taken at the discretion of the Employee, provided that the release time does not create overtime or does not reduce the manpower levels beyond the minimum manpower requirements of the Police Department.

Section 3: The OPBA may schedule meetings on Police Department property insofar as those meetings are not disruptive of the duties of the Employees or the efficient operation of the Department. Special rank-and-file meetings may be held at any hour. Insofar as is feasible, all on or off-duty bargaining unit members shall be afforded the opportunity to attend these meetings. Off duty officers attending those meetings shall not be compensated for their attendance.

Section 4: Reasonable provisions shall be made by the Employer so that bargaining unit members selected by the OPBA as representatives on their negotiating committee and scheduled for duty may be available to be present and participate while actual negotiating sessions are taking place.

Section 5: Upon advance approval by the Chief of Police or his designee, time off may be allowed of up to four (4) hours per person each week for a maximum of one (1) member of the negotiating committee, designated in advance, during the last sixty (60) days of this Agreement, exclusive of any extensions. The Village shall make reasonable provisions for authorizing vacation leave or personal allowance credits for Employees to attend OPBA functions.

Section 6: The OPBA may utilize the aforementioned provisions of this Article by having the Delegate or his designee notify the Chief of Police as soon as practicable upon learning of the need for such leave.

ARTICLE 7.

PROBATIONARY PERIODS / PROMOTIONS

Section 1: Every newly hired Employee shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the Employee receives compensation from the Employer and shall continue for a period of 12 (twelve) months. A probationary Employee who has lost work time due to illness or injury shall have his probationary period extended by the length of the illness or injury. A new hire probationary Employee may be terminated at any time during his probationary period and shall have no right to appeal the termination under this Agreement. In all non-disciplinary matters, the probationary Employee is entitled to Union representation, including the Grievance and Arbitration procedure.

Section 2: A Bargaining Unit Member who is promoted shall be placed on a promotional probationary period for twelve (12) months. Should the promoted Bargaining Unit Member fail to satisfactorily complete the promotional probationary period, he shall be returned to his or her original position with no loss of seniority.

Section 3: This section has been intentionally been left blank.

Section 4: In order to be eligible for promotion to the rank of Lieutenant, at least three (3) years' experience at the rank of Sergeant with the Village's Police Department shall be required.

Section 5: The administration of competitive examinations relating to the appointment and promotion of full-time members of the Department shall be handled by the Village Civil Service Commission. In the event that the Civil Service provisions are removed from the Charter by the Village's electorate, the rules and procedures for such examinations will be established by the Village Council. Before any such procedures relating to competitive examinations and promotions are implemented by Council, the OPBA will have an opportunity to comment upon and provide input and recommendations regarding such rules and procedures.

ARTICLE 8.

MANAGEMENT RIGHTS

Section 1: The Employer's exclusive rights include, but shall not be limited to the following, except as expressly limited by the terms set forth in this Agreement:

- A. Determine matters of inherent managerial policy, including areas of discretion of policy such as functions and programs, standards of service, overall budget, use of technology, and organizational structure,
- B. Direct, supervise, evaluate, or hire Employees,
- C. Maintain and improve efficiency and effectiveness of operations,

- D. Determine the overall methods, process, means, or personnel by which operations are to be conducted,
- E. Suspend, discipline, demote, or discharge for just cause, layoff, transfer, assign, schedule, promote, or retain Employees,
- F. Determine the adequacy of the work force,
- G. Determine the overall mission of the Department,
- H. Effectively manage the work force, and
- I. Take actions to carry out the mission of the Department as a governmental unit.

Section 2: Nothing in this Agreement shall operate, or be interpreted to operate, in any fashion which impairs the Employer's rights as outlined above. The Employer specifically reserves all rights and privileges not specially identified or impaired in any Article of this Agreement. Actions affecting the Employee's rights as provided by this Agreement or conditions of the Employee's employment may be challenged through the grievance and arbitration procedures of this Agreement.

ARTICLE 9.

APPLICATION AND INTERPRETATION OF WORK RULES, POLICIES AND DIRECTIVES

Section 1: The OPBA recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures and directives consistent with statutory authority, to regulate the personal conduct of Employees while at work and in connection with the Employer's services and programs.

Section 2: The Employer agrees that, to the extent any work rules have been or will become reduced to writing, every Employee shall have access to them for the duration of this Agreement. Copies of newly established written work rules or amendments to existing work rules will be furnished to the OPBA prior to their implementation.

Section 3: It is the Employer's intention that work rules, policies, and directives are to be interpreted and applied uniformly to all Employees under similar circumstances. Any Employee against whom such rules, policies and directives are enforced may challenge their uniformity of application or interpretation as to that Employee. Such challenges shall be subject to the grievance procedure set forth in this Agreement.

Section 4: As soon as reasonably possible after the execution of this Agreement, the Employer shall furnish to the OPBA a copy or copies of the existing written work rules.

Section 5: All new Employees, for the duration of this Agreement, shall be supplied with a personal copy of all work rules, policies, procedures and directives.

Section 6: The OPBA recognizes that it is the exclusive statutory duty of the Mayor/Director of Safety and Chief of Police to establish general rules for the operation of the Department. However, the OPBA may request that the Mayor/Director of Safety and Chief of Police meet to negotiate the effects of any work rules upon the wages, hours, terms and other conditions of employment of those Employees included in the bargaining unit, and such request shall be honored, within a reasonable time frame.

ARTICLE 10.

PAST PRACTICES / PREVAILING RIGHTS

Section 1: The Village agrees to furnish the OPBA with written notice of any changes made to the Police Department rules, regulations, or policies and procedures that would effect the working conditions of the bargaining unit members. If the OPBA does not respond in writing within fifteen (15) calendar days of the date of receipt of such written notice, the OPBA will waive its right to meet and confer on the changes.

Section 2: Should the OPBA respond within fifteen (15) calendar days from the date of receipt of such written notice, the Employer agrees to meet and confer with the OPBA in order to freely exchange information, opinions and proposals relating specifically to the changes. Upon request, the Employer shall, at its option, provide the OPBA with or access to available resource materials, studies or data relating to the merits of the changes prior to said meeting with the Employer. However, such materials shall remain the property of the Employer until such time as the Employer may choose to relinquish its rights thereto.

ARTICLE 11.

BARGAINING UNIT WORK

Section 1: The Employer shall not attempt to erode the bargaining unit, the rights of bargaining unit members, or adversely affect the safety of bargaining unit members.

Section 2: Officers may work any off duty part-time jobs in uniform that do not conflict with their employment with the Northfield Village Police Department. Officers may be commissioned to work for other law enforcement agencies so long as the commission or employment does not conflict with their employment with the Village. Part-time jobs shall be defined as any employment secured by an Employee on his or her own without a request for such employment being made through the Village Police Department.

Section 3: Employees may work any side jobs approved by the Chief of Police. Side jobs shall be defined as employment outside an Officer's regular duties and work schedule that is requested through the Chief of Police. Eligibility and scheduling for side jobs shall be determined by a Department policy drafted by the Chief of Police in consultation with the members of the Department.

ARTICLE 12.

DISCIPLINE; CITIZEN COMPLAINTS AGAINST OFFICERS

Section 1: Any bargaining unit member who is demoted, suspended or discharged shall be given written notice regarding the reason(s) for the disciplinary action. In the case of disciplinary action against a Full-Time Officer, such disciplinary action shall be taken within fifteen days (15) after the occurrence giving rise to such disciplinary action or fifteen (15) days from the date the Employer learns of the occurrence, whichever is later. However, in case an investigation as authorized by the Chief of Police into the occurrence is required, such disciplinary action shall be taken within fifteen (15) days after the completion of said investigation. In the case of disciplinary action against a Part-Time Officer, the time period to take action shall be thirty (30) days from the date of occurrence, the date the Employer learns of the occurrence, or the completion of the investigation, whichever is later. In the case of suspension or discharge, the Employee shall be given the right to confer with and have present at any disciplinary hearing a representative of the OPBA.

Section 2: Disciplinary action taken by the Employer shall only be for reasonable or just cause.

Section 3: Any disciplinary action against a bargaining unit member may be appealed in accordance with the dispute resolution procedure contained in Article 13 of this Agreement. The Civil Service Commission and Village Council shall have no jurisdiction to hear and determine appeals regarding any disciplinary action.

Section 4: Progressive discipline will be used as a method of imposing discipline in steps, with a first offense meriting lighter punishment and subsequent offenses receiving harsher penalties. The progression shall follow the following steps: an oral warning or counseling session, a written reprimand, a suspension and/or demotion and then a discharge. If the offenses are of a serious nature, the Police Chief or Mayor/Safety Director may determine that a different sequence is required. All questioning, counseling and oral warnings shall be conducted in a private and professional manner.

Section 5: Records of disciplinary action shall have no force and effect nor shall they be considered for any subsequent disciplinary charges in accordance with the following schedule; barring no reoccurrence of the same incident: Written reprimands – twelve (12) months; Suspensions of three (3) days or less – two (2) years; Suspensions of greater than three (3) days – five (5) years; Records regarding suspensions greater than seven (7) days or demotions shall remain in the Employee's file for an indefinite period of time unless the Police Chief and Director of Safety agree to remove such records after a hearing on the issue is held.

Section 6: Officers will be provided with copies of any entries put in the Department coaching log by supervisors at the time the final entry is placed into the log.

Section 7: Citizen Complaints Against Officers.

(a) Citizen complaints against any sworn police officer shall be referred to the Chief of Police. If it is felt that the complaint is sufficiently serious, the complaint may be required to

be made in writing, setting forth the nature of the complaint and the alleged facts. Such written complaint shall be on a form prescribed by the Chief of Police. In cases where it is felt that the complaint is of an extremely serious nature, it may be required that said written complaint be notarized and sworn to under oath by the complainant.

(b) Any employee who may be subject to disciplinary action where the primary basis of which was generated by a citizen complaint, shall be entitled to a copy of such complaint prior to the implementation of any disciplinary action. The Village shall also provide a copy to the Union. Unsigned and/or anonymous complaints shall not form the sole basis of disciplinary action.

(c) All complaints filed in conformance with this section will be investigated in a fair and impartial manner.

(d) All complaints that are determined to be unfounded shall not be included in the personnel file of the affected employee and may not be used in any subsequent disciplinary procedure, although the Village will maintain any documents related to such complaints in accordance with the Ohio Public Records laws. Anonymous materials shall not be placed in an Employee's personnel file unless an investigation determines the complaint is substantiated.

ARTICLE 13.

GRIEVANCE PROCEDURE

Section 1: It is the intent and purpose of the parties of this Agreement that all grievances shall be settled at the lowest step possible pursuant to the grievance procedure specified herein.

It is understood by the parties that any Employee shall have the right to have an OPBA representative of his or her own choosing present at all steps of this procedure.

Nomenclature

Grievance: A grievance shall be defined as a written claim arising under the terms of this Agreement with regard to the interpretation or application of this Agreement, including any and all disciplinary action.

Grievant: The "grievant" shall be defined as any Employee, group of Employees, or the OPBA itself allegedly harmed as a result of a violation of this Agreement.

Day: A "day", as used in this procedure, shall mean calendar days, excluding Saturdays, Sundays, or Holidays as provided in this Agreement.

Section 2: The following procedure shall apply to the administration of all grievances filed under this procedure.

All formal grievances shall be reduced to writing and shall include the name and position of the grievant, the specific provisions of the Agreement allegedly violated, the time and place

where the alleged events or conditions giving rise to the grievance took place, and a general statement of the nature of the grievance and the relief sought by the grievant.

All formal decisions shall be rendered in writing at each step of the grievance procedure and copies of the answer shall be submitted to the grievant and his representative.

Nothing contained herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate member of the administration and having such matter informally adjusted without the intervention of the OPBA, provided that the adjustment is not inconsistent with the terms of this Agreement. Any such informal adjustment shall not be precedent setting or binding upon either the OPBA or the Employer with regard to future proceedings.

Any Employee opting to waive OPBA representation at any step in this procedure shall do so in writing prior to the commencement of the grievance hearing. However, this does not preclude the right of the OPBA to have a representative present at all grievance hearings if it so chooses.

The time limits specified herein may be waived at any step by mutual agreement of the parties. Any such waiver shall be reduced to writing and signed or initialed by both parties.

If the Employer fails, at any step, to answer a grievance filed pursuant to this procedure within the specified time limits, said grievance shall be deemed settled at that step in favor of the grievant. In the event any grievance is not filed at the appropriate step within the time limits specified, said grievance shall be considered dismissed with prejudice.

Step 1: Any Employee who believes that he has a claim arising under the terms of this Agreement with regard to the interpretation or application of this Agreement, including any and all disciplinary actions, shall reduce said grievance to writing as provided herein and submit the same within fifteen (15) days of the date of occurrence or within fifteen (15) days of the date the Employee gains knowledge of the occurrence of said grievance to the Chief of Police. The Chief shall schedule a meeting with the Employee and his OPBA representative within ten (10) days from the date the Chief is informed of the grievance.

Step 2: If the grievance is not satisfactorily resolved at Step 1, the grievance shall proceed to Step 2 by the grievant notifying the Mayor/Director of Safety of said Appeal within ten (10) days from the date of the written response. A meeting on said grievance shall be held within ten (10) days from the date the grievance is submitted to Mayor/Director of Safety. The Mayor/Director of Safety shall respond in writing to the grievant and the OPBA representative within ten (10) days from the date of the Step 2 meeting.

Step 3: If the grievant is not satisfied with the decision rendered by the Mayor/Director of Safety, the OPBA shall then have the choice to proceed to arbitration pursuant to Article 14 of this Agreement.

Section 3: A non-probationary bargaining unit Employee who is demoted, suspended or discharged shall be given written notice immediately regarding the reason for disciplinary action. Any disciplinary action taken by the employer shall only be for reasonable or just cause. If the OPBA is not satisfied with the decision rendered by the Mayor/Director of Safety, then the same may proceed to arbitration pursuant to Article 14 of this Agreement.

Section 4: Grievances filed with respect to disciplinary action that is more severe than a written reprimand (i.e. suspension, demotion, and/or discharge) shall commence at Step 3 of the Grievance Procedure.

ARTICLE 14.

ARBITRATION PROCEDURE

Section 1: In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within fifteen (15) days after the rendering of the decision at Step 3, the OPBA may submit the grievance to arbitration, accompanied with written notice to the Employer. The parties shall attempt to meet prior to arbitration to mutually resolve the issue. If such agreement is not reached, the parties will promptly request the American Arbitration Association (AAA) to submit a panel of arbitrators. The parties will then choose an arbitrator by the alternate strike method.

Section 2: The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement, make any award requiring the commission of any act prohibited by law, or make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

Section 3: The hearing or hearings shall be conducted pursuant to the rules of the AAA.

Section 4: The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne equally by both parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 5: An Employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his regular hourly rate for all hours during which his attendance is required by either party. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of Employees in attendance exceed five (5) Employees.

Section 6: The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE 15.

WAGES

Section 1: All bargaining unit members currently in the Village’s employment or to be employed by the Village after this Agreement is approved by the Parties shall be paid every two weeks at the following pay rates for the following calendar years.

LIEUTENANT 2020 (1%) \$77,092 per year

ARTICLE 16.

LONGEVITY

Section 1: Effective from the Employee's start date for compensation of time (“anniversary date”), all full-time Employees shall receive longevity payments after the completion of the required length of continuous full time service pursuant to the following schedule:

After five (5) years	\$250.00 per year
Each subsequent year	An additional \$75.00 per year
After twenty (20) years	\$1,375.00 per year

Section 2: The anniversary date shall be used for determining the rate of and eligibility for the longevity pay premium.

Section 3: Time served by an Employee during a probationary period for a full-time position with the Northfield Village Police Department shall be included in computing longevity pay. Any interruption in the service of an Employee, except for allowed vacation, holidays, sick leave, disciplinary suspension and/or authorized leave of absence, shall be deemed a termination of such Employee's tenure in office for the purpose of determining his/her eligibility for longevity pay.

Section 4: The longevity payment shall be made as of the date of the first regular pay period in December of each year. An employee whose employment with the Village ends prior to their anniversary date is not entitled to longevity pay for that year. An employee that leaves Village employment on or after their anniversary date but before the first regular pay period in December for the year shall be remitted their earned longevity payment at the time of the first regular pay period after their separation from Village employment.

ARTICLE 17.

SENIORITY

Section 1: Seniority for all bargaining unit members shall be based upon the years and days of service within the rank of Lieutenant. The operation of seniority shall prevail for all applicable issues as prescribed herein.

Section 2: The Employer shall furnish to the OPBA a seniority list upon request, but not more often than once per calendar year.

Section 3: Officers shall not lose seniority while on active duty in the United States armed forces.

ARTICLE 18.

DUTY HOURS

Section 1: The regular work week for all full time Employees of the Employer covered by this Agreement shall be (40) forty hours in a seven (7) day work week. Notwithstanding the foregoing, the Village may schedule full-time Officers, in advance, for rotational shifts based upon a schedule that does not exceed 80 hours within a two week period, rather than 40 hours within a one week period, without accruing overtime for those regularly scheduled shifts.

Section 2: The lunch period for all employees of the bargaining unit shall be thirty minutes.

ARTICLE 19.

OVERTIME PAY, CALL INS, COURT TIME AND COMPENSATORY TIME

Section 1: Overtime in the amount of (1-1/2) one and one-half times the Employee's regular pay rate shall be paid for actual hours worked in excess of (8) eight hours in one day (or in excess of ten hours per day if officers are on ten hour shifts or twelve hours per day if officers are on twelve hour shifts), with the exception of Employees attending schools or seminars or full-time Officers that are scheduled in advance for rotational shifts based upon an 80 hour schedule for a two week period. Hours worked shall include all hours worked as active pay status.

Section 2: Whenever approved by the Employer, Employees called in to work for any time period shall be paid not less than three (3) hours, or actual time spent, whichever is greater.

Section 3: When an Employee is appearing in court on behalf of the Employer, he shall be paid not less than three (3) hours, or actual time spent, whichever is greater.

Section 4: Openings in the schedule that arise after the regular work schedule is posted that would create overtime situations will be first offered to part-time officers who would not meet the overtime threshold in order of seniority. If no part-timer is available to work the open shift, it will be offered in order of seniority to full-time Employees.

Section 5: Detectives shall have set schedules but may be permitted to work overtime with the approval of the Chief. Detectives' schedules may be adjusted or flexed by agreement of the Detective and Chief in order to reduce overtime or give Detectives a break in the aftermath of investigations requiring additional hours of work beyond their regular work schedules.

Section 6: Employees may accrue compensatory time off in lieu of overtime pay. No more than one hundred (100) hours of compensatory time may be carried over past the quarter in which it is earned. Any compensatory time accrued in excess of one hundred hours must be used in the quarter in which it is earned.

Section 7: Any employee who maintains twenty (20) or more hours of compensatory time may convert all unused compensatory hours into cash by electing to do so in writing in September of each year. In the event such conversion is elected, payment for such hours will be made by the end of October of that year.

ARTICLE 20.

UNIFORM ALLOWANCE; FIREARMS PROFICIENCY CERTIFICATION

Section 1: Full-time officers shall receive an annual uniform allowance in the amount of One Thousand Dollars (\$1,000). The uniform allowance shall be made by purchase order authorization and shall not require the prior approval of Council. The allowance shall be given on a calendar year basis only, and there shall be no vesting or carryover from one year to another of any unused portion of such allowance. Officers shall make all of their annual clothing allowance purchases no later than October 31 of each calendar year. Officers assigned to the Detective Bureau for a period of time exceeding sixty (60) days in a calendar year shall be entitled to an additional Three Hundred Dollar (\$300) clothing allowance per calendar year.

Section 2: This section has been intentionally left blank.

Section 3: All full time police officers shall be provided with a bulletproof vest by the Department at the time they are hired and shall receive a new vest every five (5) years. The type of vest to be provided and the reasonable cost thereof shall be determined by the Chief of Police.

Section 4: This section has been intentionally left blank.

Section 5: Normal wear and tear excepted, officers will be reimbursed for any clothing or equipment that is significantly damaged in the line of duty by a suspect or through the course of pursuing a suspect.

Section 6: Officers will be supplied with 100 rounds of ammunition per calendar year for use for range practice.

Section 7: Full-time Officers that retire from the Department with a Ohio Police and Fire Pension will be provided with a complimentary retirement ID and will have the option to purchase their Village duty weapon for one dollar.

Section 8: Full-time officers will receive a one-time professional bonus within thirty days of the date on which the officer receives his or her firearms proficiency certification for the year. No officer will receive more than one proficiency bonus payment per calendar year. The bonus shall be in the amount of \$995.

ARTICLE 21.

HOLIDAYS

Section 1: Full-time Employees shall be entitled to a paid day off for each of the following Holidays:

New Year’s Day, Martin Luther King Day, Presidents’ Day, Easter, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veteran’s Day, Thanksgiving Day, Christmas Day and the employee’s own birthday.

Section 2: Officers may use holidays at any time in the calendar year in which the holidays occur, even prior to the date of the holiday, subject to the following restrictions. Holidays shall be taken at times approved by the Chief. Requests for Holidays shall be submitted at least fourteen (14) days in advance of the posting of the four week schedule applicable for the day(s) requested and shall be approved or denied by the Chief within seven (7) days. Employees shall be required to take all Holidays to which they are entitled no later than the end of the quarter in which the designated Holiday falls within the calendar year. Notwithstanding the above, Holidays for Columbus Day, General Election Day, and birthdays in October or November must be taken prior to December 1 of each year, and Holidays for Thanksgiving, Christmas, and birthdays in December must be taken by the end of the calendar year. If an officer takes a holiday prior to the occurrence of the holiday and leaves his or her employment with the Village, for any reason, prior to the occurrence of the holiday, or otherwise becomes not entitled to take or be compensated for the holiday previously taken, pay for the holiday will either be deducted from the employee’s last paycheck or the officer will be required to reimburse the Municipality for any such holiday.

Section 3: Employees that work on New Year’s Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, or Christmas Day shall be paid at one and one-half times their regular rate.

ARTICLE 22.

VACATIONS

Section 1: Each full-time Employee shall earn and be entitled to paid vacation and personal allowance absence days in accordance the following schedule:

<u>Completed Years of Service:</u>	<u>Hours:</u>
1 – 4	80
5 – 7	120 hours
8 – 11	120 hours, plus 3 personal allowance absence days
12	160 hours, plus 1 personal allowance absence day
13	160 hours, plus 2 personal allowance absence days
14	160 hours, plus 3 personal allowance absence days
15	160 hours, plus 4 personal allowance absence days
16+	160 hours, plus 5 personal allowance absence days

Section 2: Earned vacation and personal days shall be awarded on a calendar year basis based upon the years of completed service that the employee will achieve during that calendar year in accordance with the above schedule, provided the Employee is employed by the Employer at that time. Vacation earned as a result of time worked in the calendar year in which the Employee commences his or her full-time employment with the Village shall be pro rated based upon the Employee's anniversary date.

Section 3: Vacation time and personal days shall be taken at times approved by the Chief. Requests for vacation and/or personal days shall be submitted at least fourteen (14) days in advance of the posting of the four week schedule applicable for the days requested and shall be approved or denied by the Chief within seven (7) days. Officers are only permitted to break up one week of their annual vacation time into separate days and must submit their vacation requests for their full vacation weeks by March 1 of each year. Officers that have two (2) or more weeks of vacation time must take at least one (1) full consecutive day week of vacation time prior to June 30 of each year. The Chief may deny vacation requests if, in the opinion of the Chief, scheduling does not permit the request to be accommodated due to another officer or other officers already being scheduled off for the requested day(s). Once approved, such approval cannot be cancelled by the Employer, except in the case of an emergency. Insufficient staffing levels, by themselves, shall not be deemed an emergency.

Section 4: An Employee who has earned vacation and personal absence time by reason of being employed in this Department shall be able to transfer his vacation time to another Village Department should such a transfer occur. Vacation time will be computed via hours earned.

Section 5: Any Employee who quits, is terminated, or retires and has unused vacation and personal absence time shall receive compensation for such time. Vacation time earned for the year the Employee leaves employment shall be prorated based upon the date of departure.

Section 6: All vacation and personal absence time shall be taken by December 31 of the year in which it is earned. Otherwise, such time shall lapse and no money shall be paid for any unused vacation and/or personal absence times. Should the Employee be prevented from taking his or her scheduled vacation and/or personal allowance times during the month of December due to the Employer's scheduling requirements, upon approval from the Chief prior to the end of the year, the Employee shall be paid or given time off, whichever he or she elects, during the first quarter of the next calendar year. In October of each year, each officer shall have the option to elect to cash out one week of his or her unused vacation entitlement for the year. The cash out will be paid at the officer's current base pay rate.

Section 7: Officers that take and pass all of the parts of the annual physical fitness exam on their first attempt will receive one paid day off during that calendar year.

Section 8: Full-time officers that do not take any sick leave time in a calendar year will receive ten hours of compensatory time in the next calendar year.

Section 9: Part-time officers that have completed two years of service for the Village shall be entitled to twenty (20) hours of paid personal leave per year.

ARTICLE 23.

HEALTH CARE

Section 1: Charges for premiums for hospitalization and health care benefits for all full-time members of the Department shall be paid by the Municipality, except in such cases where a waiver of such benefits is signed. The Village shall be entitled to change carriers or the benefit plan during the term of this Agreement if the level of benefits that are currently being provided is maintained. If, during the term of this Agreement, the average per person or per family premium increases by more than thirteen percent (13%) per year, the Village may notify the Union that health care cost containment is needed and that it is unable to provide the current benefits without additional cost saving measures. In that event, the Parties shall establish a committee comprised of two officials selected by the Village and two bargaining unit members selected by the OPBA. The committee shall study the issue of health care cost containment and the various options available and formulate a recommendation to Council as to how the plan shall be modified to achieve the above goal. The OPBA may then agree to accept such cost saving modifications or elect to maintain the same coverage, with any expense beyond the thirteen percent (13%) threshold being born by the Employee.

Section 2: Employees that completely decline to participate in one of the Village's health insurance plans despite being eligible to do so, are entitled to receive one-half of the cost of the employee's individual, single coverage premium that would otherwise be paid by the Village. Payment will be made to such employees at or near the time the Village regularly pays its health insurance premiums.

ARTICLE 24.

SICK, BEREAVEMENT, JURY DUTY AND MILITARY LEAVE

Section 1: Sick leave shall be defined as an absence with pay necessitated by: (1) illness or non-work related injury to the Employee; (2) exposure by the Employee to contagious disease communicable to other Employees; or (3) serious illness, injury or death in the Employee's immediate family.

Section 2: All full-time Employees shall earn sick leave at the rate of ten hours per month. Employees may accumulate up to 2000 hours of sick leave. All persons who lost the ability to accumulate hours under the prior contract because their sick leave was capped at 960 hours shall receive retroactively all hours they did not accumulate up to the new 2000 hour cap.

Section 3: An Employee who is to be absent on sick leave shall notify dispatch of such absence and the reason therefore at least four (4) hours, if possible, before the start of his work shift each day he is to be absent.

Section 4: Sick leave may be used in segments of not less than one (1) hour.

Section 5: Before an absence may be charged against accumulated sick leave, if an Employee is absent for more than two days, the Employee shall be required to submit proof of such illness or injury from a physician or in another form or manner satisfactory to the Employer. In addition to the above, the Employer may require the Employee to be examined by a physician designated by the Employer and paid by the Employer.

Section 6: If the Employee fails to submit adequate proof of illness or injury upon request of the Employer, or in the event that upon such proof as is submitted or upon the report of medical examination, the Employer finds there is not satisfactory evidence of illness or injury sufficient to justify the Employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

Section 7: Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as described by this Agreement.

Section 8: When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the Employee's spouse, children or parents.

Section 9: An Employee who transfers from this Department to another department of the Employer shall be allowed to transfer his accumulated sick leave to the new department.

Section 10: Leave Without Pay:

1. Temporary leave without pay may be approved upon the request of the Employee. For good cause shown, such leave without pay will not unreasonably be denied.

2. An Employee who is unable to work due to sickness, injury or illness who has exhausted all available leave, shall be granted leave without pay for up to six (6) months if requested in writing. Any member granted leave as set forth herein without pay shall be reinstated at his former rank, without loss of seniority accrued to the date when leave without pay was taken, if physically and mentally competent to perform his duties.

3. Before an Employee on temporary leave is permitted to return to work, the Employer may require the Employee to be examined by a physician and/or psychologist in order to assure the Employer that the Employee is capable of returning to duty.

Section 11: Bereavement Leave: If a death occurs among members of the Employee's immediate family, as defined below, he or she shall be granted three (3) days funeral leave, consecutive and contiguous to the death, without loss of pay, benefits, days off, holidays, or vacation time. Such leave may be extended, by the use of sick leave or other accrued time, within the discretion of the Chief of Police, based on individual circumstances. "Immediate family" shall be defined to only include the employee's mother, father, spouse, child, step-child, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparents, grandparents-in-law, step-parents and step-siblings. In order to be eligible for bereavement leave, the Employee must attend the funeral.

Section 12: Jury Duty Leave: Employee members, while serving upon a jury in any court of record, shall be paid at his or her regular salary rate for each of his or her work days during the period of time so served. Time so served shall be deemed active and continuous service for all purposes. In addition to the compensation provided for herein, any jury fees paid to the Employee/juror shall be retained by the Employer.

Section 13: Military Leave: Employees shall be granted a leave of absence for military duty in accordance with State and Federal laws. Upon completion of such a leave of absence, the Employee shall be returned to the same position which he or she formerly occupied, or to a similar position if his or her former position no longer exists. He or she may be returned to active pay status prior to the originally scheduled expiration of leave, if such earlier return is agreed to by both the OPBA and Employer.

Section 14: Upon retirement under an existing and valid retirement or disability retirement plan with the Ohio Police and Fire Pension and Disability Fund (excluding involuntary termination) or the death of a full-time Employee, such Employee, or his or her estate, shall be paid for any unused sick leave, up to a maximum of 960 hours, at the Employee's hourly wage rate at the time of retirement or death.

Section 15: The Employee shall be required to submit proof of illness or injury should the Employee use sick leave in conjunction with more than two consecutive days off.

ARTICLE 25.

MATERNITY LEAVE

Section 1: Maternity leave shall be granted as an approved leave of absence, but subject to the following conditions pertaining thereto:

1. Maternity leave shall be granted at childbirth or as ordered by her physician.
2. Maternity leave shall be granted to any Bargaining Unit Member upon his or her request according to the Family and Medical Leave Act.
3. Twelve weeks of unpaid maternity leave may be taken. Employees eligible for leave are those who have worked for at least 12 months for the Employer from the time the leave was requested. Paid vacation, sick or personal leave may be substituted for any part of the Twelve (12) week leave.
4. In any event, benefits to which a Bargaining Unit Member is entitled shall not cease during any portion of the maternity leave period.

ARTICLE 26.

INJURY LEAVE

Section 1: When an Employee is injured in the line of duty, he or she shall be eligible for a paid leave not to exceed seven (7) calendar days, provided he or she submits to an evaluation

for participation in the Village's transitional work program and signs a waiver assigning to the Employer any Workers' Compensation payments (temporary total benefits) he or she would ordinarily receive as his or her weekly compensation as determined by law for those number of weeks he or she receives benefits under this Article. In addition, all sick time used between the time of injury and receipt of workers compensation may be purchased back by the Employee and credited back into the Employee's accumulated sick time account. However, should Workers' Compensation be denied, the Employee shall not have the option to buy back sick days used.

Section 2: Persons seeking a leave of absence due to an injury or health restriction, with the exception of FMLA or maternity leaves, shall submit to an evaluation for participation in the Village's Transitional Work Program. Disability leave may be refused or revoked as a result of an employee's refusal to perform transitional work if the treating physician provides a release for participation.

Section 3: Requests to work light duty due to illness or injury shall be reviewed on a case by case basis by the Chief and the Mayor/Director of Safety.

Section 4: Accidents and/or injuries suffered in the line of duty must be reported to the Chief of Police within twenty-four (24) hours of their occurrence or within twenty-four (24) hours of the time the officer becomes aware of the injury.

ARTICLE 27.

LAYOFFS / RE-CALLS

Section 1: Members of the bargaining unit may be laid off only for lack of work or lack of funds.

Section 2: In the event of a layoff situation, members of the bargaining unit will be laid off in accordance with their departmental seniority (last hired, first laid off).

Section 3: A member of the bargaining unit who is laid off shall be subject to recall from layoff for a period of two (2) years.

Section 4: A recall from layoff will be based upon departmental seniority (last laid off, first recalled).

Section 5: Any layoff which the employer deems necessary in accordance with O.R.C. 124 shall be a management right. However, should a full-time Bargaining Unit Member be laid off, he shall have the right to displace a part-time Patrol Employee. Should employment conditions improve, the displaced full-time Bargaining Unit Member shall be returned to full-time status.

Section 6: Employees scheduled for layoff shall be given a minimum of fifteen (15) days advance notice prior to the effective date of the layoff.

ARTICLE 28.

DETRIMENTAL FORCE

Section 1: In the case of a detrimental force incident, the involved member shall be placed on administrative leave, without loss of pay or benefits, pending the results of the investigation. Furthermore, the Department's psychologist or a critical incident task force will be notified to provide counseling for the involved member or members.

ARTICLE 29.

PERSONNEL FILES

Section 1: Personnel files are considered public records as defined in the Ohio Revised Code. Bargaining Unit Members shall have access to their records, including training, attendance, and payroll records, as well as those records maintained as personnel file records.

Section 2: Every Bargaining Unit Member shall be allowed to review the contents of his personnel file at reasonable times upon written request, except that any Bargaining Unit Member involved in a grievance or disciplinary matter shall have access to such file at any reasonable time in order to adequately prepare for such process. Memoranda clarifying and explaining alleged inaccuracies of any document in said file may be added to the file by the Bargaining Unit Member.

Section 3: All entries of a disciplinary or adverse nature shall be maintained solely in the personnel file which shall be maintained in the office of the Chief of Police or his designee. The affected Bargaining Unit Member shall be notified of any such entry and shall be afforded a copy of the entry and an opportunity to attach a dissenting statement. No unfounded complaint shall become part of any Bargaining Unit Member's personnel file.

Section 4: Records of disciplinary action shall have no force and effect nor shall they be considered for any subsequent disciplinary charges in accordance with the following schedule; barring no reoccurrence of the same incident: Written reprimands – twelve (12) months; Suspensions of three (3) days or less – two (2) years; Suspensions of greater than three (3) days – five (5) years; Records regarding suspensions greater than seven (7) days shall remain in the Employee's file for an indefinite period of time unless the Police Chief and Director of Safety agree to remove such records after a hearing on the issue is held.

ARTICLE 30.

SCHEDULING

Section 1: Full-time officers shall be scheduled to work forty (40) hours per week unless out on an approved leave or scheduled in advance for rotational shifts based upon an 80 hour schedule for a two week period.

Section 2: Work schedules shall be posted at least fourteen (14) days in advance. If any modifications are made to the schedule after it is initially posted, the affected Employee shall

be notified by the Police Chief or his designee by telephone and/or inter-departmental communication.

Section 3: At least two uniformed officers shall be scheduled to work each shift.

Section 4: Absent exigent circumstances, officers must be given at least fourteen (14) days advance notice of any meetings, training sessions, or functions for which attendance is required.

Section 5: This section has been intentionally left blank.

ARTICLE 31.

DRUG FREE WORKPLACE AND TESTING AND TRANSITIONAL WORK POLICIES.

The Parties support the concept of a drug free workplace. With that in mind, the Employees agree to abide by the Village's Drug Free Workplace Policy which was developed by the Parties in conjunction with this Agreement. In addition, employees shall abide by the Village's Transitional Work Policies and Procedures.

ARTICLE 32.

CONFLICT WITH LAW AND SEPARABILITY

Section 1: The parties intend this Agreement to supersede and replace any state and local laws on the subjects covered by this Agreement. Where this Agreement makes no specification about a matter, the provisions of applicable law shall prevail. If by operation of law or by a court of competent jurisdiction it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

Section 2: The parties agree that should any provision of this Agreement be found to be invalid, they will attempt to negotiate replacement language on the same subject matter within thirty (30) calendar days.

ARTICLE 33.

DURATION

Section 1: This Agreement shall be effective January 1, 2021 and shall remain in full force and effect through December 31, 2021. The Agreement shall extend automatically for an additional year unless either party, on or before sixty days prior to the Agreement expiration date, gives notice to the other party in writing of a desire to renegotiate all or any part of the Agreement.

Section 2: Any amendments to this Agreement, in order to be binding on the parties hereto, shall be written, signed by the parties and attached to an original, executed copy.

Section 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 and that the understanding and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this ____ day of _____, 2020.

OPBA

VILLAGE OF NORTHFIELD

UNION REPRESENTATIVE

JESSE J. NEHEZ, MAYOR

UNION REPRESENTATIVE