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Wauseon Command CBA Final

AGREEMENT
BETWEEN
CITY OF WAUSEON
AND
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
(**Sergeants and Lieutenants**)

Effective Date of Execution to December 31, 2024

Case No. 2021-MED-09-1214

PREAMBLE

This Agreement is hereby entered into by and between the City of Wauseon, hereinafter referred to as the "Employer", and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "OPBA" to comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth in its entirety, the full and complete understandings and agreements between the parties governing wages, hours, terms and conditions of employment for those employees included in the bargaining unit as defined herein.

Whenever the term "employee" is used throughout this Agreement, it shall mean all full-time patrolmen with the City of Wauseon Police Department.

Whenever the term "Employer" is used in this Agreement, it shall mean the City of Wauseon.

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ARTICLE 1
UNION RECOGNITION

Section 1.1. Exclusive Representative. The Employer recognizes the OPBA as exclusive representative for negotiating wages and salaries, hours of work, and all other terms and conditions of employment for all Sergeants and Lieutenants in the Wauseon Police Department as set forth in the certifications issued by the Ohio State Employment Relations Board's order in Case No. 99-REP-08-0183 or as subsequently amended.

Section 1.2. List of Employees. The Employer will furnish the OPBA with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as hired.

ARTICLE 2
DEDUCTION OF DUES, INITIATION FEES AND ASSESSMENTS

Section 2.1. Deduction and Authorization. During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the OPBA and the regular monthly OPBA dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

Authorization forms will be required from any employees in the Wauseon Police Department for whom the Employer is currently deducting dues.

Section 2.2. Union Certification of Amounts. The initiation fees, dues or assessments so deducted shall be in the amounts established by the OPBA from time to time in accordance with its Constitution and Bylaws. The OPBA shall annually certify to the Employer the amounts due and owing from the employees involved.

Section 2.3. Dues Deductions. The Employer shall deduct dues, initiation fees or assessments from the employee's regular paycheck. If an employee has no pay due on that pay date, such amounts shall be deducted from the next or subsequent pay. The employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of OPBA dues. The employer shall not be required to deduct dues in the event an employee withdraws authorization for such deductions in writing.

Section 2.4. Dues Remittance. A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the treasurer of the OPBA within thirty (30) days from the date of making said deductions. Once the funds are remitted to the

OPBA, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the OPBA.

Section 2.5. Cessation of Dues Deductions. The Employer shall be relieved from making such individual dues deductions upon an employee's: (1) termination from employment; (2) transfer to a job other than one covered by this Agreement; (3) layoff from work; (4) an unpaid leave of absence; or (5) revocation of the deduction authorization as set forth under paragraph 3.

Section 2.6. Indemnification. The OPBA hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the OPBA shall indemnify the Employer for any such liabilities or damages that may arise.

Section 2.7. Withdrawal of Membership. All members of the bargaining unit, as identified in Article 1 of this agreement may maintain or withdraw at any time their membership in the OPBA. Newly hired employees have the option of becoming a member of the OPBA immediately upon hire. No employee shall be required to become a member of the OPBA as a condition of their employment.

ARTICLE 3 **PROBATIONARY PERIOD**

Section 3.1. Probationary Periods. New employees shall be considered to be on probation during the first one (1) year of employment, and during said period, their employment may be terminated for any reason without recourse to the grievance procedure. Probationary employees who are retained for a period exceeding one (1) year will have as their seniority date their date of last hire.

Section 3.2. Promotions and Probationary Periods. If any employee is promoted from Patrol Officer to Sergeant or if a Sergeant is promoted to Lieutenant, the employee shall serve a six (6) month probationary period in the position to which the employee is promoted. If during the six (6) month probationary period the Chief determines the employee is not properly performing his job duties, the employee shall not be terminated but shall be demoted to the rank from which he was promoted with the employee maintaining the seniority that was in effect at the date of the initial promotion. Said demotion shall be without recourse to any grievance procedure.

ARTICLE 4
BULLETIN BOARDS

Section 4.1. Bulletin Boards. The City shall provide space for one (1) locked bulletin board for official OPBA notices. The bulletin board shall be located in the squad room.

ARTICLE 5
UNION REPRESENTATION AND MEETINGS

Section 5.1. Union Representation. The parties recognize that in limited circumstances it may be necessary for an employee representative of the OPBA to leave a normal work assignment while acting in the capacity of representative. The OPBA recognizes the operational needs of the Employer' and will cooperate to keep to a minimum the time lost from work by representatives and attempt to accomplish association duties on non-work time. Before leaving an assignment pursuant to this Section, the representative must obtain approval from the officer in charge of the shift. The Employer will compensate a representative at the normal rate for the time lost in the good faith processing of grievances, and at any meetings at which the Employer requests a representative to be present.

Section 5.2. Negotiations Release. One (1) member of the Negotiating Committee shall be allowed reasonable time off to participate in collective bargaining meetings with the Employer, if held during a member's regular working hours without loss of pay.

Section 5.3. Union Release. Provided, in the opinion of the Employer, scheduling allows, Director(s) of the OPBA may be allowed three hours per month off, without pay, for the purpose of attending OPBA Director meetings.

Section 5.4. Labor Management Meetings. In the interest of sound labor/management relations, the Chief and his designees shall meet with representatives of the OPBA, if mutually agreed necessary or desirable, on a mutually agreeable day and time for a labor management meeting. Not more than three (3) representatives for the Employer and not more than four (4) representatives for the bargaining units (two for Patrol, one for Dispatch, one for Sergeants and Lieutenants) shall attend labor-management meetings, unless mutually agreed by the parties in advance of the meeting. The Office agrees to release, with pay, the bargaining unit representatives when they attend labor management meetings.

An agenda will be furnished and/or exchanged at least five (5) working days in advance of the scheduled meetings with a list of matters to be taken up in the meeting. The OPBA shall also supply to the Employer the names of those OPBA representatives who will be attending. The purpose of these meetings shall be to:

- (a). Discuss the administration of this Agreement;
- (b). Notify the OPBA of changes by the Employer which affect bargaining unit

- members of the OPBA;
- (c). Disseminate general information of interest by the parties;
 - (d). Discuss ways to increase productivity and improve effectiveness;
 - (e). To consider and discuss health and safety matters relating to employees.

ARTICLE 6
NON-DISCRIMINATION

Section 6.1. Nondiscrimination. The Employer and the OPBA agree not to discriminate against any employees on the basis of race, religion, color, creed, national origin, age, sex, genetic information, military status, veteran status, or disability.

Section 6.2. Union Membership Optional. The OPBA expressly agrees that membership in the OPBA is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

ARTICLE 7
GENDER AND PLEURAL

Section 7.1. Gender & Plural. Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter genders shall be construed to include all of said 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 to be discriminatory by reason of sex.

ARTICLE 8
MANAGEMENT RIGHTS

Section 8.1. Management Rights. The OPBA recognizes the right and authority of the Employer, through the Chief of Police and/or their designee(s) to administer the business of the City of Wauseon Police Department, and in addition to other functions and responsibilities which are required by law, the OPBA recognizes that the Employer, the Chief of Police and/or their designee(s), have and will retain the full right and responsibility to direct the operations of the Police Department, to promulgate rules and regulations, and to otherwise exercise the prerogatives of management, which more particularly include but are not limited to, the following:

- (a). To manage, direct and supervise its employees, including the right to select, hire, schedule, promote, transfer, assign, evaluation, retain, layoff and recall, and to reprimand, demote, suspend, discharge or discipline for just cause;
- (b). To manage and determine the location, type and number of its physical facilities, equipment, programs and the work to be performed;
- (c). To promulgate and enforce employment rules and regulations and to otherwise exercise the prerogative of management;
- (d). To determine the Employer's goals, objectives, programs and services, and to utilize personnel in the manner that effectively meets these purposes;
- (e). To determine this size, composition and duties of the work force and the organizational structure, the number of shifts required, to establish work schedules, to establish hours of work, to establish, modify, consolidate or abolish jobs, positions or classification, and to determine staffing patters, including but not limited to, the assignment of employees, duties to be performed, qualifications required and areas worked;
- (f). To determine when a job vacancy exits, when, or if, a vacancy is to be filled, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- (g). To determine the necessity to schedule overtime and the amount thereof required;
- (h). To maintain the security of records and other pertinent information;
- (i). To determine the City's overall budget and uses thereof;
- (j). To maintain and improve the efficiency and effectiveness of the City's operations;
- (k). To determine and implement necessary actions in emergency situations;
- (l). To determine the overall mission of the Employer as a unit of government, and to take action to carry out the Employer's mission as a governmental unit.
- (m). To all rights set forth in Ohio Revised Code Section 4117.08.

ARTICLE 9
EMPLOYEE RIGHTS

Section 9.1. Employee Right to Representation. An employee has the right to request the presence and advice of an OPBA representative at all disciplinary interrogations.

Section 9.2. Investigations. An employee who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his constitutional rights, including *Garrity*, before any questioning starts. Any questioning of an employee in connection with an investigation shall be for a reasonable period of time and shall allow for reasonable periods of rest and personal necessities of the employee.

Section 9.3. Notice to Employee. An employee will be informed of the nature of any investigation against him prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

Section 9.4. Recording of Interviews. Questioning of any employee in connection with an investigation may be recorded in full in writing or by electronic device by the employee or the employer. If the either party intends to record an investigation, it shall so advise the other party prior to the commencement of the interview. If any such recording is made a copy shall be made available to the other party, and if a transcript of the statements made in the recording is produced, a copy of the transcript shall be made available to the other party, after the investigation has been completed.

Section 9.5: Notice of Findings of Investigation. At the conclusion of the investigation, the bargaining unit member under investigation shall be informed, in writing, of the investigative findings within a reasonable time.

Section 9.6. Review of Personnel File. An employee may request an opportunity to review his personnel file, add memoranda to the file clarifying any documents contained in the file at a reasonable time and place designated by the Employer, and may have a representative of the OPBA present when reviewing his file. A request for copies (at a cost of \$.05 per copy) of items included in the file shall be honored. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

Section 9.7. Polygraph. In the course of an internal affairs investigation, a polygraph examination will be administered only with the consent of the employee under investigation.

Section 9.8. Complaints. The Employer will furnish a copy of the complaint to the employee against whom the complaint has been filed when such employee is notified of the investigation. When a single, anonymous complaint is made against a bargaining unit member on duty and there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded, and the accused bargaining unit member shall not be required to submit a written report.

ARTICLE 10

NO STRIKE

Section 10.1. Mutual Interests. The Employer and the OPBA agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the OPBA to avoid work stoppages and strikes.

Section 10.2. No Strike. Neither the OPBA nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the Employer for the duration of this Agreement. A breach of this Section may be grounds for discipline up to and including discharge. The OPBA shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this Section, provided that the OPBA meets all of its obligations under this Article.

Section 10.3. Cooperation by Union. The OPBA shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause. In the event of a violation of the "no-strike" clause, the OPBA shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the Employer, is in violation of this Agreement, unlawful and not sanctioned or approved of by the OPBA. The OPBA shall advise the employees to return to work immediately.

Section 10.4. No Lockout. The Employer shall not lock out any employees for the duration of this Agreement.

ARTICLE 11

CONFORMITY TO LAW

Section 11.1. Agreement Conforms to Law. If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein. The parties shall meet within thirty (30) days to renegotiate such stricken provision.

Section 11.2. Agreement Supersedes. This Agreement supersedes and replaces all pertinent statutes, rules, and regulations over which it has the authority to supersede and

replace. Where this Agreement is silent, the provisions of applicable law will prevail.

ARTICLE 12
GRIEVANCE PROCEDURE

Section 12.1. Grievance Rights. Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and, except at Step 1, shall have the right to be represented by a union representative and OPBA attorney at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 12.2. Definitions. For the purposes of this procedure, the below listed terms are defined as follows:

- a. **Grievance** - A "grievance" shall be defined as dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.
- b. **Grievant** - The "grievant" shall be defined as any employee or group of employees within the bargaining unit or the OPBA.
- c. **Party in Interest** - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the grievant.
- d. **Days** - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays as provided for in this Agreement.

Section 12.3. Procedure for Grievances. The following procedures shall apply to the administration of all grievances filed under this procedure:

- a. Except at Step 1, all grievances shall include the name and position of the grievant, the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant, and a general statement of the nature of the grievance and the redress sought by the grievant.
- b. Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if any.
- c. 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 said matter informally adjusted without the intervention of the OPBA, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the parties in future proceedings.
- d. Where a group of bargaining unit members desire to file a grievance for a situation affecting more than one (1) member of the bargaining unit in a similar manner, one (1) member should be selected to sign and file the grievance and each member who desires to be included in the grievance shall be listed on the one (1) grievance.
 - e. The grievant may request an OPBA representative to represent him at any step of the grievance procedure after Step 1.
 - f. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically be advanced to the next step. The time limits specified for either party may be extended only by written mutual agreement.
 - g. This procedure shall not be used for the purposes of adding to, subtracting from or altering in any way any of the provisions of this Agreement.

Section 12.4. Grievance Steps. All grievances shall be administered in accordance with the following steps of the grievance procedure:

Step 1: An employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee and an OPBA representative, if such representation is requested by the employee, within five (5) days of the notice of the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

Step 2: If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the Chief within five (5) days of the informal meeting or notification of the supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the supervisor fails to give the employee an answer. The Chief shall give his answer in writing within five (5) days of receipt of the grievance.

Step 3: If the Chief fails to give his written answer within five (5) days, or the grievant

is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision at Step 2. Copies of the written decisions shall be submitted with the appeal. The Mayor or his designee shall convene a hearing within twenty (20) days of the receipt of the appeal, except in a discharge, where the hearing shall convene within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant, his OPBA representative, unless expressly waived, and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor or his designee shall issue a written decision to the employee with a copy to the OPBA representative within fifteen (15) days from the date of the hearing. If the grievant is not satisfied with the decision at step 3, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained. Oral and written reprimands shall not proceed to arbitration.

ARTICLE 13

ARBITRATION PROCEDURE

Section 13.1. Appeal to Arbitration. In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 3, the grievant may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly request the Federal Mediation and Conciliation service to submit a panel of arbitrators and will choose one by the alternative strike method.

Section 13.2. Arbitrator's Authority. The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

Section 13.3. Costs of Arbitration and Arbitrator. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. 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 13.4. Employees at Hearing. An employee other than the grievant who is requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his regular straight-time hourly rate for all time lost from his regular schedule because his attendance is required by either party. Any request made by either party for the attendance of witnesses shall be made in good faith.

Section 13.5. Arbitrator's Decision. The arbitrator's decision and award will be in writing and delivered within sixty (60) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE 14
DISCIPLINE

Section 14.1. Discipline of Employees. No non-probationary employee shall, for disciplinary reasons, be reduced in pay, suspended without pay, demoted, discharged or otherwise disciplined except for just cause.

Section 14.2. Notice of Discipline. A non-probationary employee who is suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action. The employee shall be informed of the right to confer with a representative of the OPBA.

Section 14.3. Progression of Discipline, Serious Offenses. Except in instances in which an employee is charged with a serious offense, discipline will be applied in a progressive and corrective manner. Progressive discipline should take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct. Discipline may include the following, which shall be removed from the employee's personnel file for purposes of consideration for progressive discipline, provided there are no intervening infractions, after the indicated periods of time.

- (a). Oral reprimand (12 months);
- (b). Written reprimand (18 months);
- (c). Suspension of 1-3 days (36 months);
- (d). Suspension of 4 or more days (48 months);
- (e). Termination

For the purposes of this Article, serious offenses shall include, but not limited to the following: dishonesty, severe dereliction of duty, falsification of any official documents; unauthorized disclosure of sensitive or confidential information; being under the influence of and/or the unauthorized possession of alcohol during working hours; being under the influence of an/or the unauthorized possession sale, or purchase of illicit drugs; physical violence; engaging in insubordination (a willful disregard of the employer's instructions); conviction of a felony; embezzlement of public funds; theft; conviction of driving under the influence; any intentional conduct that results in permanent inability to carry a firearm.

ARTICLE 15
PERSONNEL FILES

Section 15.1. Personnel Files. It is recognized by the parties that the Employer must prescribe regulations for the custody, use and preservation of the records, papers, books,

documents, and property pertaining to the City of Wauseon. However, to the extent that any records, papers or other documents covering members of the Union are not legitimately considered unavailable to review by such members, every member shall be allowed review his/her personnel file at any reasonable time upon request. If any member is involved in a grievance regarding which matters in his or her personnel file may be material, the Union representative will also be granted the use of the members' personnel file at reasonable times where such access is authorized, in advice, by the employee- member. Public records requests for information contained in an employee's personnel file will be handled in accordance with Ohio Revised Code Section 149.43.

Section 15.2. Challenges to Personnel File Information. For the duration of this Agreement, and any extension thereof, if an employee, upon examining his personnel file, has reason to believe that there are inaccuracies in those documents to which he/she has access, the member may write a memorandum to the chief or the appropriate representative explaining the alleged inaccuracy. if, upon investigation, the Chief, sustains such allegation, he shall do one of the following:

- (a). The employee's memorandum may be attached to the material in question and filed with it and the Chief, or his representative shall note thereon his concurrence; or
- (b). The Chief or his representative may remove the inaccurate material from personnel file if he feels that its inaccuracies warrant such removal.

Section 15.3. Review of Personnel File. For the duration of this Agreement and any extension thereof, any material placed in an employee's personnel file, after the effective date of this Agreement, which is not legitimately excluded from review by the employee, may be reviewed. If such material is not inaccurate (see Section 2 above) but the employee feels that clarification of the circumstances surrounding the writing of such material is necessary, the employee may submit to the Chief or his representative a written, clarifying or explanatory memorandum not to exceed one (1) page in length. Should the memorandum not contain derogatory or scurrilous matter regarding the administration or any other employees, the Chief will immediately have such memorandum attached to the material to which it is directed and placed in the employee's personnel file.

Section 15.4. Notice to Employee or Requests for Personnel File. As expeditiously as possible, the Employer shall notify employees of any requests by any person, organization and/or entity, to inspect or release any part of any employee's personnel file.

Section 15.5. Public Records Request. In the event the Employer receives a public records request for copies of the materials contained in an employee's personnel file, the employee will be advised of the request by the Chief or Assistant Chief prior to the release of the records.

ARTICLE 16
HOURS OF WORK

Section 16.1. Work Period. The regular work period for all employees of the Employer covered by this Agreement will be eighty (80) hours in a two (2) week period. This is not to be construed as a guarantee of employment.

Section 16.2. Shifts, Breaks. A regular shift for all employees of the Employer covered by this Agreement shall be at least eight (8) hours and up to ten (10) hours of work which includes one-half (1/2) hour for paid lunch, and two (2) paid fifteen (15) minute breaks. This is not to be construed as a guarantee of employment.

Section 16.3. Shift Preference. Employees may request shift preference every six (6) calendar months. The Employer will make a good faith effort to accommodate employees' shift preferences, by rank then seniority, when making out the schedule. However, the Employer shall retain ultimate discretion in shift scheduling and assignment. Nothing herein shall prevent the continued use of auxiliary patrol officers including, but not limited to, use on the weekends.

Any Command Officer who is scheduled for the second or third shift shall receive the appropriate shift differential for all hours worked, no matter what hours of the day they commence working.

Section 16.4. Work Before/After Posted Schedule. Once the monthly work schedule is posted, unless an employee is given a minimum of forty-eight (48) hour notice, an employee who is required to work either before or after the posted scheduled time, the employee shall be paid at one and one-half times the regular rate for all hours worked either before or after the posted schedule hours.

ARTICLE 17
OVERTIME PAY, COMPENSATORY TIME, AND COURT TIME

Section 17.1. Overtime. All employees, for work performed in excess of eighty (80) hours in a fourteen (14) day payroll schedule, when approved of by the Shift Supervisor, shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate for all overtime.

Pyramiding. Overtime and premium pays may not be pyramided with any other premium pay.

Section 17.2. Compensatory Time. For overtime, in lieu of overtime pay, the employee

may elect to accrue compensatory time to be granted at the rate of one and one half (1 ½) hours of compensatory time off for each hour of overtime actually worked for a period of 2 hours or greater.

Granting of compensatory time. Compensatory time shall be granted at a time mutually convenient to the employee and the Employer, which does not create an undue hardship unless otherwise approved by the Employer. The employee must submit a written request for compensatory time off and receive approval from the Employer prior to taking compensatory time off. Such request shall not be unreasonably denied.

Use of compensatory time. The compensatory time options contained in this Article shall be offered only to the extent consistent the Fair Labor Standards Act.

Cash conversion. An employee may request compensation for up to one-half (1/2) of accumulated compensatory time four (4) times per year. If an employee has accumulated more than one hundred (100) hours of compensatory time, he shall be compensated at the appropriate rate of pay for all hours in excess of one hundred (100). Requests for payment of all compensatory time can be made at any time with the employee showing financial hardship or a purchase offer for a home. Employees currently over 100 hours and at or below 160 hours will have until December 31, 2022, to either use or cash out compensatory time hours. Employees under 100 hours may not exceed the 100-hour limit. An employee may bring their hours under 100 and again earn up to 100 hours of compensatory time.

Payout at separation. Upon separation from employment, employees shall be paid for their accrued but unused compensatory time at their straight-time hourly rate which they are earning at the time of their separation from employment.

Section 17.3. Call Out and Court Time. When an employee is required to appear, or report to work during the employee's regular off-duty time for any reason pertaining to or arising from the employee's official duties; the employee shall be compensated for a minimum of three (3) hours for each such occurrence at the employee's appropriate hourly rate. If an employee appears and is on duty for more than three (3) hours, such excess time shall also be compensated at the applicable rate. Occurrences which abut a regular shift are not subject to the above minimum requirements.

Section 17.4. Hours for Calculating Overtime. Hours paid as compensatory time, personal days, vacation days and sick days shall be considered hours worked for the purpose of calculating overtime. No other paid leave shall be considered as hours worked for purposes of calculating overtime.

Section 17.5. Balancing Overtime Opportunities. Overtime shall be balanced as closely as possible on a yearly basis. Overtime offered and refused shall be charged to the employee. A written record shall be retained of all overtime offered, refused and/or worked

and shall be available for inspection by an Employee and/or an OPBA designated representative upon request.

Section 17.6. Use of Part-Time Officers. The Employer may utilize part-time and auxiliary police officers who are certified under the laws of the State of Ohio and properly trained and qualified pursuant to the standards existing in the Wauseon Police Department.

Section 17.7. Scheduled Shift Vacancies. Any scheduled shift vacancies known to the Employer at the time it posts the monthly schedule may be filled with part-time/auxiliary officers. However, all other scheduled overtime that arises after the posting of the monthly schedule will first be offered to full-time officers prior to the utilization of part-time officers.

Section 17.8. Special Events. All special duty callouts (excluding special events, such as festivals, parades, football/basketball games), regularly scheduled special duty work and all work that is funded by specialty grants (i.e., Drive Sober, Click-it or ticket) will be offered first to full-time employees who are eligible to participate.

Section 17.9. Overtime Due to Sickness. Overtime that arises due to the scheduled officer calling off sick more than eight (8) hours prior to the start of the shift will be offered first to all available full-time officers before using part-time/auxiliary officers.

ARTICLE 18
HOLIDAYS

Section 18.1. Paid Holidays. Full-time employees in the bargaining unit shall receive eight (8) hours straight pay for the following paid holidays:

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

Section 18.2. Compensation for Working Holidays. Employees shall not be entitled to any other compensation on a holiday except holiday pay. If an employee requests and is granted the holiday off, the employee shall receive holiday pay for their regular scheduled shift hours up to eight (8) hours. Employees may elect to take holiday hours worked as compensatory time credit at a 1hr-1hr conversion.

Section 18.3. Compensation for Holidays Not Scheduled to Work. Employees who are not scheduled to work on a recognized holiday shall receive eight hour's pay or conversion provided in section 18.2 for the holiday, provided the employee works their full scheduled day before the holiday and the full scheduled day after the holiday, or is off on an approved

vacation, personal holiday, personal leave, compensatory time, or bereavement day off.

Section 18.4. Additional Holidays to Non-Bargaining Unit Members. Should the Employer grant additional paid holidays to non-bargaining unit employees, then such paid holidays shall be automatically added to bargaining unit paid holidays as listed in Section 18.1.

ARTICLE 19
VACATIONS

Section 19.1. Vacation Leave Accrual. Employees are entitled to vacation pay after one (1) year of continuous service with the Employer. Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

<u>Length of Service</u>	<u>Hours</u>
After one (1) year	40 hours
After two (2) years	80 hours
After eight (8) years	120 hours
After fifteen (15) years	160 hours
After twenty-five (25) years	200 hours

Section 19.2. Award of Vacation Leave. Earned vacation shall be awarded on the employee's anniversary date in accordance with the above schedule, provided the employee is employed by the Employer at that time. "Anniversary date," as used in this Article, is the annual occurrence of the date of last hire.

Section 19.3. Vacation Leave Requests. Vacation time shall be approved by the Chief and shall be taken at no less than one (1) hour at a time for up to eighty (80) hours, provided notice is given seven (7) days in advance and scheduling changes from the posted schedule will not result in any additional wage expense to the Employer. The Employer agrees to not force an employee in for any overtime coverage on their regularly scheduled days off that abut approved leave, except in an emergency, as determined by the Chief.

Section 19.4. Transfer Within the City. An employee who has earned vacation time by reason of being employed in this department shall be able to transfer his vacation time to another department in the City of Wauseon should he elect such a transfer.

Section 19.5. Payment of Vacation Leave on Separation. Any employee who quits or is terminated or retires and has accrued and unused vacation time shall receive such vacation

time.

Section 19.6. Computation of Vacation Leave, Carryover of Vacation Leave. Vacation time shall be computed based upon the employee's anniversary date and shall be used between the successive anniversary dates. Up to forty (40) hours may be carried over from one calendar year to another calendar year.

Section 19.7. Payment at Death of Employee. In the case of death of the employee, any accrued and unused vacation leave credit of the employee shall be paid to the deceased employee's spouse or the estate of there is no surviving spouse.

Section 19.8. Prior Service Credit. Any employee of the Employer who has established service time from being employed by the State of Ohio or any other political subdivision of the state of Ohio and who has become employed by the Employer within ten (10) years from his termination from such other public employer shall be allowed to transfer all service time with such other public employer in order to determine the length of service for vacation purposes, provided reliable documentation indicating the number of years of prior service is submitted. One year of prior service means one year of full time, compensated, prior service, as a police officer.

Section 19.9. Annual Conversion of Vacation Leave. An employee eligible for one hundred sixty (160) hours or more vacation shall have the option of receiving all vacation days beyond one hundred twenty hours as pay in lieu of vacation time off.

ARTICLE 20

SICK LEAVE AND INJURY LEAVE

Section 20.1. Sick Leave. Sick leave shall be defined as an absence with or without pay necessitated by: (1) illness or injury to the employee; (2) exposure by the employee to contagious disease communicable to other employees; (3) serious illness, injury or death in the employee's immediate family; or (4) other leave under Section 21.2.

Section 20.2. FMLA. An employee is eligible for leave of absence pursuant to the Police Department's Family and Medical Leave Policy.

Section 20.3. Sick Leave: Accrual; Approval; Certification; Examination. Each employee shall earn, for each completed eighty hours of service, paid sick leave of four and six-tenths (4.6) hours. Service shall include all hours compensated by the City excluding sick pay; overtime premium shall not be included as compensated time. Employees may use sick leave, upon approval of the responsible administrative officer of the employing unit, as provided herein.

Section 20.4. Notification for Use of Sick Leave. An employee who is to be absent because of illness or injury shall notify his supervisor of such absence and the reason therefore at least two (2) hours before the start of his work shift, each day he is to be absent, except in cases of emergency.

Section 20.5. Segments for Use of Sick Leave. Sick leave pay may be used in segments of not less than one (1) hour.

Section 20.6. Immediate Family. 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, stepchildren residing with the employee or parents residing with the employee. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's mother, father, spouse, child, stepchild residing with the employee, brother, sister, father-in-law, mother-in-law, brother-in law-, sister-in-law, and grandparents.

Section 20.7. Intra-City Transfer. An employee who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated sick leave pay to the new department.

Section 20.8. Prior Sick Leave Credit. Any employee of the Employer who has accumulated sick leave pay earned from being employed by the State of Ohio or any other political subdivision of the State of Ohio and who has become employed by the Employer within ten (10) years from his termination from such other public employer shall be allowed to transfer said accumulation to his sick leave pay accumulation with the Employer, providing that such sick leave pay accumulation shall be limited to the existing maximum accruable amount in effect at the time of transfer in this Agreement.

Section 20.9. Conversion at Retirement. Upon the retirement under the appropriate State of Ohio Retirement System of a full-time employee who has not less than ten (10) years of continuous service with the Employer, such employee shall be entitled to receive a cash payment equal to his daily rate of pay at the time of retirement multiplied by thirty-five percent (35%) of the total number of accumulated but unused paid sick days earned by the employee as certified by the Finance Director, providing that such resulting number of days to be paid shall not exceed sixty five (65). Such payment shall eliminate all accrued but unused sick leave credit.

Section 20.10. Payment to Estate Upon Death of Employee. Upon the death of a full-time Employee with not less than ten years of continuous service with the Employer, that deceased Employee's Estate shall be paid the unused sick time in the amount and manner as if he had retired as specified in Section 9 above.

ARTICLE 21

OCCUPATIONAL INJURY LEAVE, DISABILITY SEPARATION

Section 21.1. Duty-Related Injury, Certification. Upon recommendation of the Mayor, verified by a duly licensed physician approved by the Mayor, a uniformed officer of the Police Department who is absent due to disability incurred on duty may be allowed injury leave with pay additional to any sick leave provided for in this Section, but not to exceed one hundred (100) calendar days in any calendar year unless such period is extended by action of Council.

Employees may be required to provide a certificate from a health care professional indicating the reason(s) the employee is unable to perform his/her regular job duties/essential functions and the anticipated duration of the leave.

Section 21.2. Discretionary Extension of Duty-Related Injury Leave. If at the end of these one hundred (100) calendar day period the employee is still disabled, the leave may, at the Employer's sole discretion, be extended for an additional one hundred eighty (180) calendar day period.

Section 21.3. Examination. The Employer shall have the right to require the employee to have a physical exam by a physician or other qualified health care professional (e.g., nurse practitioner, etc.) paid by the Employer resulting in a certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not but shall not govern whether the Employer shall extend the period of leave.

Section 21.4. Sick Leave Conversion at Service-Related Disability Retirement. Any employee who is unable to perform the duties of a police officer due to a permanent service-related disability compensated by the Ohio Bureau of Workers' Compensation or Police and Firefighter's Disability Pension Fund shall have the option of receiving a lump-sum payment of his accumulated but unused sick leave within thirty (30) days of the determination of the Disability or remaining on sick leave.

Section 21.5 Disability Separation. Notwithstanding the provisions of this Article or any other provisions of the Agreement, if the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a threat to himself or others, the Employer may order an examination by an appropriately qualified health care professional, at the Employer's expense. Upon receipt of the health care professional's opinion on fitness for duty, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable and provided that it is concluded the employee is unfit for duty, then the employee will be placed on sick leave, FMLA, unpaid disability leave, or disability separated. Such action(s) is (are) non-disciplinary in nature. A disability separation may be grieved and appealed to arbitration.

Section 21.6 Examinations Under this Article or as Required by the Employer.

Examinations shall be conducted by a health care professional designated by the Employer for the purpose of verifying the illness, determining whether the employee is unable to perform his/her required duties, and determining the expected date of recovery. The Employer shall bear the cost of the examination. The Employee is permitted to obtain a second opinion.

Section 21.7 Application for Disability Retirement. In the event that an employee applies for pension system disability, the Employer will support such action and provide any requested documentation to support such application.

ARTICLE 22

PERSONAL LEAVE

Section 22.1. Personal Leave. Beginning January 1, 2023, all employees shall, in addition to all other leave benefits, be granted forty (40) personal leave hours each year which are to be taken within the year earned.

Section 22.2. Approval of Personal Leave. Personal days shall only be taken with the advance approval of the Chief.

ARTICLE 23

FUNERAL LEAVE

Section 23.1. Funeral Leave. An employee shall be granted time off with pay (not to be deducted from the employee's sick leave) for the purposes of attending the funeral of a member of the employee's immediate family. The employee shall be entitled to three (3) workdays for each death in his immediate family. "Immediate family" shall be defined to only include husband, wife, father, mother, sister, brother, son, daughter, stepchild residing with the employee, grandfather, grandmother, father-in-law or mother-in-law, brother-in-law, and sister-in law. Additional funeral leave days may be granted at the discretion of the Chief, with such additional days being deducted from the employee's sick leave days.

ARTICLE 24
JURY DUTY LEAVE

Section 24.1. Jury Duty. Any employee who is called for jury duty, either Federal, County or Municipal, shall be paid his or her regular salary. The employee shall endorse to the Employer any compensation received.

ARTICLE 25
WAGES

Section 25.1. Wage Rates. The wage rates for employees shall be as follows:

- (a). The Sergeants pay rate shall be 10% above the highest paid patrolman.
- (b). The Lieutenants pay rate shall be 5% above the highest paid Sergeant.

	2021	2022*	2023	2024
SERGEANT	\$30.05	\$31.25	\$32.20	\$33.15
LIEUTENANT	\$31.55	\$32.81	\$33.81	\$34.81

*2022 rates become effective May 8, 2022.

Section 25.2. Weapon Supplemental Pay. Any officer required to carry a weapon and who is certified by the Ohio State Peace Officers Training Academy to carry the weapon shall be entitled to hazardous duty pay amounting to two percent (2%) of their base compensation to be paid on the first pay period in the month of January of the following year by separate draft.

Section 25.3. Shift Differential. An employee who is scheduled for the second or third shift shall receive additional compensation over the wage rates set forth above in Section 1 of \$.50 per hour.

Section 25.4. Pay Period. All salaries and wages shall be paid bi-weekly on the Friday following the close of the pay period on the previous Saturday unless pay day falls on a holiday observed by the City. Pay day is then to be on the closest day to the normal pay day.

ARTICLE 26
UNIFORMS AND EQUIPMENT

Section 26.1. Equipment Policy. Equipment and uniforms covered under this Section are specified in the Department's Policy and Procedures and include those items to be purchased by the employer.

Section 26.2. Uniform Allowance. All non-probationary employees shall receive an annual uniform allowance in the amount of Five Hundred Dollars (\$500.00). Employees may carry over \$200.00 to the following year.

Section 26.3. Vests. The Employer shall pay 100% for a replacement bulletproof vest as selected by the Employer. Carrier vests shall be replaced at the City's cost in accordance with the manufacturer's guidelines (5 years or otherwise noted).

Section 26.4. Repair/Replacement Personal Items. The Employer shall reimburse employees the reasonable cost to repair or replace (whichever is less) employee-owned jewelry, including wristwatches, and cell phones damaged in the performance of the employees' duties. The repair cost or replacement value of any jewelry shall not exceed Four Hundred Dollars (\$400.00) for each individual item. The repair cost or replacement value of any eyeglasses shall not be subject to a maximum limit for each individual item. In addition, the Employer shall reimburse employees for the replacement cost of Employer owned uniforms which are destroyed while the employee is on duty. Upon payment by the Employer to the employee, or any appropriate third party, of any amount necessary to repair or replace eyeglasses, jewelry or uniforms destroyed, the employee shall assign to the Employer all rights against any third party as appropriate to recover the monies expended for repair and/or replacement. Any money paid or costs incurred pursuant to this section shall not be deducted from the uniform allowances specified in Sections 1 and 2 of this Article. Such reimbursement for damage shall only be made when the loss and/or damage is listed upon the appropriate incident reports.

Section 26.5. Off-Duty Use of Uniform. Employees will be permitted to wear their uniforms during off-duty hours provided the employee will also wear a badge signifying the employee is off duty, provided the employee signs a waiver and release furnished by the Employer, and further provided any off-duty employee furnishes proof of liability insurance and Workers' Compensation coverage.

ARTICLE 27
INSURANCE

Section 27.1. Coverage. The City shall, for the term of this Agreement make the same major medical and hospitalization insurance coverage, employee cost, and other health

insurance benefits available to bargaining unit employees as provided by the City to the unorganized non-union City employees.

Section 27.2. Health Savings Account. Employees who select the HDHP shall receive annual contributions by the City to the employee's Health Savings Account in the amount of \$1,000 for single coverage and \$2,000 for two-person, employee plus children, and family coverages.

Section 27.3. Premium Payments Extension. The applicable health insurance premium will be paid by the City only as follows:

- (a) For the three (3) months following the month in which an employee is laid off.
- (b) For the six (6) months following the month in which the employee begins an approved sickleave.
- (c) For the six (6) months following the month in which the employee begins a compensated worker's compensation leave; furthermore, if the leave is due to an injury sustained in responding to a call or assisting at the scene of a crime, for one (1) year following the month in which the leave begins or until the employee is covered by the Police and Fire disability plan, whichever comes first, provided that City Council may extend the coverage for any employee injured in the line of duty.

Section 27.4. Employees who elect PPO coverage shall pay up to 15% of the monthly health insurance premiums for this level of coverage and the Employer shall pay a minimum of 85% of the monthly health insurance premiums

The Employer shall pay 100% of the health insurance premiums for employees who elect HDHP coverage.

For pay dates during the entire period of this contract, the City is authorized to withhold the monthly premium as the employee's, pre-tax contribution to the payment of health insurance premiums.

Section 27.5. Employee Declining Coverage. Employee shall have the right to decline medical health insurance offered by the City. The employees are entitled to decline coverage as follows:

- (a) Decline coverage for medical;
- (b) Decline medical coverage for spouse;
- (c) Decline medical coverage for children.

In the event an employee wishes to decline coverage as set forth hereinabove, the employee shall notify the City Finance Director in writing of that decision on forms to be provided by the City Finance Director.

Section 27.6. Employee Ability to Decline Coverage. Employees acknowledge the ability to decline various insurance coverage as set forth in this provision may only occur pursuant to the terms and conditions of the then existing medical insurance policy contracted for by the City.

Section 27.7 Alternate Health Care Companies. The City may from time to time make application with various health insurance companies. Employees will cooperate in the application process.

Section 27.8 Dental and Vision. The City shall reimburse each employee an amount not to exceed Two Hundred Fifty (\$250.00) Dollars per single plan employees or Five Hundred (\$500.00) Dollars for two person or family plan employees for any dental and vision services incurred by them or their family in the year for which reimbursement is sought. Such reimbursement request shall be submitted directly to the Police Chief who shall then submit the request to the Finance Director for reimbursement.

Employees will be eligible to enroll in the City dental coverage but must pay 100% of the premium

Section 27.9. Life Insurance. The City shall maintain life insurance in the amount of Fifty Thousand (\$50,000) Dollars on each employee.

Section 27.10. Alternate Coverage. Nothing contained in this Article shall prevent any employee from participating in any other health insurance plan offered by the City.

ARTICLE 28

EDUCATION REIMBURSEMENT

Section 28.1: Education Reimbursement. Each full-time employee who has completed a minimum of two (2) years of continuous service with the Employer shall be entitled to a maximum reimbursement per calendar year of Four Thousand Dollars (\$4,000.00) per year towards the actual cost incurred by the employee for tuition and fees for attending graduate, college or university class work on the following conditions:

- (a) all course work must be pre-approved by Chief of Police and must be in the fields of law enforcement or management; -
- (b) payment will be made based upon the number of approved hours to a maximum of sixteen (16) semester hours or twenty (20) quarter hours;

- (c) an employee will be reimbursed for the hours taken and passed with at least a grade of "C" or receive a pass in a pass/fail course provided an official transcript and a paid fee slip are delivered to the finance director. The employee will be reimbursed within a reasonable time after providing the information. Failure to provide an official transcript and a paid fee slip will result in no reimbursement to the employee;
- (d) the amount of reimbursement may not exceed the actual amount expended by the employee for said course work. Reimbursement shall be for tuition costs and a maximum of One Hundred (\$100.00) Dollars per course per employee for fees and/or books. All other fees are the responsibility of the employee;
- (e) the City shall not be required to pay a sum in excess of Twelve Thousand (\$12,000.00) Dollars per any calendar year for reimbursement. In the event those funds are insufficient to provide full reimbursement to all employees, the monies shall be prorated among the qualifying employees;
- (f) employees shall notify the Chief prior to January 1 and July 1 of classes which they expect to pursue in the subsequent six (6) month period;
- (g) any balance in the college reimbursement fund shall be returned to the general fund at the end of the year.
- (h) reimbursement shall be limited to reimbursement for course work leading to one undergraduate degree and to one graduate degree only per employee.

ARTICLE 29

DUTY WEAPON AND BADGE

Section 29.1. Purchase of Duty Weapon. Any employee who retires after ten (10) years of continuous service with the City shall be entitled to purchase their duty weapon for the sum of one- hundred dollars (\$100.00).

Section 29.2. Purchase of Badge. Any employee who retires after twenty-five (25) years of continuous service with the City shall be entitled to purchase their duty weapon and police badge for the sum of \$1.00.

ARTICLE 30
LOSS OF SENIORITY

Section 30.1. Loss of Seniority. Employees shall forfeit any right to seniority, and said employees, names shall be removed from the seniority list and employment terminated for any of the following reasons:

- a. Voluntary resignation;
- b. Failure to obtain an approved leave of absence in writing;
- c. Absence from work for, three (3) consecutive working days without proper notification;
- d. Failure to report to work within seven (7) working days after notice of recall;
- e. Overstaying an approved leave of absence or any approved extension thereof;
- f. Discharge for cause;
- g. Death or retirement; and
- h. Layoff for a period of time in excess of two (2) years.

ARTICLE 31
LAYOFFS

Section 31.1. Reasons for Layoff. Members of the bargaining unit may be laid off only for lack of work or lack of funds. When the Employer determines that a long-term layoff or job abolishment is necessary, it shall notify the affected employees ten (10) days in advance of the effective date of the layoff or job abolishment. For purposes of this Article, "days" shall be defined as calendar days, excluding Saturdays, Sundays, or holidays as provided for in this Agreement. Employees will be notified of the Employer's decision to implement any short-time layoff lasting seventy-two (72) hours or less as soon as possible.

Section 31.2. Order of Layoff. In the event of a layoff situation, members of the bargaining unit will be held in accordance with their departmental seniority (last hired, first laid off), and laid off only after all non-full time, non-permanent employees have been laid off.

Section 31.3. Period for Recall. 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 31.4. Recall. A recall from layoff will be based upon departmental seniority (last laid off, first recalled).

ARTICLE 32
FALSE ARREST INSURANCE

Section 32.1. The City shall provide False Arrest Insurance coverage for all regular and special police officers.

ARTICLE 33
TRAVEL ALLOWANCE

Section 33.1. Travel Expenses. Any employee requested by the City to use his private vehicle in the course of his employment shall receive a mileage allowance in accordance with the policy then in effect for all city employees.

ARTICLE 34
OBLIGATION TO NEGOTIATE

Section 34.1. Obligation to Negotiate. The Employer and the OPBA acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 34.2. Waiver. Therefore, for the life of this Agreement, the Employer and the OPBA each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 35
MISCELLANEOUS AND WAIVER DUE TO EMERGENCY

Section 35.1. Cost of Medical Examination. Any instance where the Employer sends an employee for a medical examination, it shall be at no cost to the employee, provided the employee submits covered expenses to the health insurer. Provided further that the City shall pay for all costs not paid by the health insurer.

Section 35.2. Defense in Liability Matters. Except where an employee is found by a Court to have acted in a willful, wanton or malicious manner, the Employer shall indemnify and hold harmless all employees covered by the terms of this Agreement from any liability arising from or because of any claim or suit brought against such employee arising from or because of any action on or inaction by such employee in the scope of employment.

Section 35.3. Designee of Chief. For purposes of this contract, the Chief's designee shall be authorized to act on behalf of the Chief in the event the Chief is absent or otherwise unavailable.

Section 35.4. City Vehicle. Employees who reside within a five (5) mile radius from the City of Wauseon police department and are assigned a City vehicle may keep a City vehicle their residence. City vehicles may only be used for work purposes.

Section 35.5 Waiver Due to Emergency. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor, the Federal or State Legislature, or for reasons such as acts of God (force majeure) the Agreement, including the following conditions listed below of this Agreement, may be suspended until the end of the State of Emergency or earlier if decided by the City:

- (a) Time limits for Management or the Union's replies on grievances.

The parties will make reasonable efforts to meet to address operational issues and provisions of this Agreement affected or impacted by the emergency.

ARTICLE 36
DURATION OF AGREEMENT


Section 36.1. Complete Agreement and Duration. This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the OPBA and except as otherwise noted herein shall become effective upon ratification and shall remain in full force and effect until December 31, 2024. If either party desires to make any changes in the Agreement for a period subsequent to December 31, 2024, notice of such a

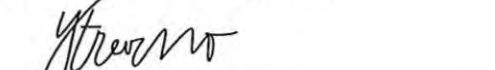
desire shall be given prior to September 30, 2024. If such notice is given, this Agreement shall remain in effect until the parties reach agreement on a new contract.

ARTICLE 37
EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 5th day of May, 2022.

FOR THE OHIO PATROLMAN'S
BENEVOLENT ASSOCIATION:


Kaleb Torbet, Sergeant


Yvonne A. Trevino, OPBA Attorney

FOR THE CITY OF WAUSEON:

