

ORDINANCE NO. 33 - 2021

**AN ORDINANCE APPROVING A LABOR AGREEMENT
WITH THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION,
AND DECLARING AN EMERGENCY**

WHEREAS, the Village and Ohio Patrolmen's Benevolent Association (OPBA) entered into a certain collective bargaining agreement (CBA) effective January 1, 2019 through December 31, 2021 (the "2019 Agreement"); and

WHEREAS, the Village and OPBA's respective negotiating teams have reached a tentative 3-year successor agreement, effective January 1, 2022 through December 31, 2024.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF MADISON, COUNTY OF LAKE, STATE OF OHIO, THAT:

SECTION 1. The Council accepts the labor agreement with OPBA, same being attached hereto as Exhibit "1," the effective dates of which shall be January 1, 2022 through December 31, 2024.

SECTION 2. Any Village officers whose signatures are required are hereby authorized to sign the agreement on behalf of the Village.

SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including § 121.22 of the Ohio Revised Code.

SECTION 4. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the Village and for the further reason that the existing CBA is scheduled to expire on December 31 and in order to comply with Village contractual obligations and ensure the good and orderly functioning of the police department it must be carried into immediate effect; WHEREFORE, this Ordinance shall be in full force and effect immediately upon its adoption if adopted by the affirmative vote of at least four members of Council and otherwise at the earliest time provided by Ohio law.

PASSED:

12-27-2021

Mark V. Vest

Mark V. Vest,
President of Council

Attested:

Kristie M. Crockett

Kristie M. Crockett,
Fiscal Officer / Clerk of Council

Approved:

Sam Britton Jr. 12/27/21

Sam Britton Jr.,
Mayor

12-27-2021

Date

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

MADISON VILLAGE

AND THE

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

**THE BARGAINING UNIT OF ALL FULL-TIME AND PART-TIME PATROL
OFFICERS AND SERGEANTS**

BEGINNING JANUARY 1, 2022 – DECEMBER 31, 2024

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ARTICLE 1.

AGREEMENT/PURPOSE

Section 1: This Agreement, entered into by Madison Village, 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.

Section 3: 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.

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 regular full time Patrol Officers and Sergeants, and part time Patrol Officers 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.

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 hereby agrees to hold the Employer harmless from any and all claims, 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 claims, liabilities or damages that may arise.

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. Notification of the OPBA's intent to use Police Department property for meetings shall be made to the Chief of Police in advance. 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: Time off will be allowed for a maximum of one (1) members of the negotiating committee, designated in advance, during the last sixty (60) days of this Agreement, inclusive of any extensions. Both parties shall make every effort to schedule a negotiation time that is reasonable and allows both parties to attend.

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

ARTICLE 7.

PROBATIONARY PERIODS / PROMOTIONS

Section 1: Every person entering Village service under these policy provisions shall be required to successfully complete a probationary period of at least one year. The probationary period begins with the effective date of the appointment.

Section 2: Supervisors shall use the probationary period to closely observe and evaluate the work and fitness of employees and to encourage adjustment to jobs and Village service.

Section 3: A Bargaining Unit Member who is promoted in rank shall be placed on a promotional probationary period for six (6) 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 and rank with no loss of seniority. Such action shall not be considered disciplinary or eliminate the employee from consideration for future advancement.

Section 4: Employees who have served as part-time police officers for the Village for at least two years and have worked an average of 1040 hours per year as Village part-time police officers are required to serve a probationary period of six (6) months upon their appointment as a full-time Patrolman. Part-time police officers that do not meet the above threshold will be required to complete a new twelve (12) month probationary period upon their appointment as a full-time Patrolman.

Section 5: In order to be eligible for promotion to the rank of Sergeant, Employees shall have at least two (2) years' experience as a full-time Patrol Officer for Madison Village Police Department or any other political subdivision. In order to be eligible for promotion to the rank of Lieutenant, at least one (1) year's experience at the rank of Sergeant shall be required for Madison Village Police Department.

Section 6: Nothing in this contract prevents the employer from promoting or filling vacancies when needed.

Section 7: Any member promoted or assigned to a newly created, or resurrected position will open up this article only for negotiation on duties, wages, work hours and uniform allowance. If an agreement is not made between the members and management, then the members agree that the negotiation specific to this article only is not subject to arbitration.

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. Nothing in this section states that the employees waive their right to use grievance to enforce elements in this contract.

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: The OPBA recognizes that it is the exclusive statutory duty of the Mayor and Chief of Police to establish general rules for the operation of the Department. However, the OPBA may request that the Mayor and Chief of Police meet to consult and discuss 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.

Section 6: The labor management group will consist of one (1) council representative, the Chief of Police, the mayor or his/her designee and two (2) OBPA members. This group will meet quarterly or as needed.

ARTICLE 10.

PAST PRACTICES / PREVAILING RIGHTS

Section 1: The Village agrees to furnish the Elected Directors with written notice of any changes made to the Police Department rules, regulations, or policies and procedures that would affect 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.

ARTICLE 11.

BARGAINING UNIT WORK

Section 1: Officers may work any off duty part-time jobs in uniform that do not conflict with their employment with the Madison Village Police Department. Off duty jobs in uniform that occur outside Madison Village limits must be at the request of another government entity with jurisdiction and approved by the Chief. 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.

Section 2: 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 which shall include seniority.

Section 3: Side jobs originating from inside Madison Village shall not be paid less than Thirty-five (\$35.00) Dollars per hour.

ARTICLE 12.

DISCIPLINE

Section 1: Any non-probationary bargaining unit member who is demoted, suspended or discharged shall be given written notice regarding the reason(s) for the disciplinary action. 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 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 and 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. Village Council shall have no jurisdiction to hear and determine appeals regarding any disciplinary action. The employees hereby voluntarily waive such rights as they may have pursuant to charter and Ohio Revised Code section 737.19 to have the village council hear such appeals and consent to the alternate procedures as specified in this agreement as the exclusive appeal procedures.

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: A bargaining unit member who is questioned as a suspect or witness in an internal investigation ordered by the Chief of Police or his/her designee, shall be advised of the nature of the internal investigation prior to such questioning in writing, and shall ultimately be advised in writing as the disposition of such investigation.

Section 7: Whenever any bargaining unit member is subjected to interrogation by any departmental personnel for reasons that could lead to disciplinary action, and/ or criminal charges, or as a witness only, the bargaining member shall be appraised of the nature of the investigation prior to questioning and that questioning will be conducted at hours reasonable related to that member's shift.

Section 8: Before a bargaining unit member maybe charged with insubordination or like offence for refusing to answer questions or participating in an investigation, he shall be advised that such conduct may be the basis for such a charge.

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 either side fails, at any step, to answer a grievance filed pursuant to this procedure within the specified time limits, said grievance shall be deemed moved to the next step in the process.

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 two (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 2 of the Grievance Procedure however, the appeal must be within three (3) days from the date of the written response.

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 Federal Mediation and Conciliation Service (FMCS) 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 FMCS.

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 with 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.

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.

FULL TIME PATROL OFFICER

<u>Steps</u> (Each step is 12 months)	<u>2022</u>	<u>2023</u>	<u>2024</u>
Step 1	\$21.66	\$23.32	\$24.98
Step 2	\$22.41	\$24.07	\$25.73
Step 3	\$23.16	\$24.82	\$26.48
Step 4	\$23.91	\$25.57	\$27.23
Step 5	\$24.66	\$26.32	\$27.98

FULL TIME SERGEANT

Full time Sergeants' hourly pay rate shall be Twelve percent (12%) above the top hourly pay rate of a Patrol Officer.

PART TIME PATROL OFFICER

<u>Steps</u> (Each step is 12 months)	<u>2022</u>	<u>2023</u>	<u>2024</u>
Step 1	\$19.73	\$21.39	\$23.05
Step 2	\$19.99	\$21.65	\$23.31
Step 3	\$20.26	\$21.92	\$23.58
Step 4	\$20.53	\$22.19	\$23.85
Step 5	\$21.32	\$22.98	\$24.64

Newly hired employees shall start at Step 1 and advance to the next step of the respective scale on their anniversary date of hire. The Chief of Police, in consultation with the Mayor, may place a newly hired employee at a step other than Step 1, but not to exceed Step 3, based on the employee's prior experience, specialized skills, and/or educational background.

Section 2: Designated Officer in Charge by the Chief of Police shall earn an added \$20 dollars per day while acting in that capacity. The "Officer in Charge" shall be the patrol officer temporarily designated by the Chief to assume his/her duties as necessary for the good of the operation of the Police Department during periods of the Chief's temporary absence. The Officer in charge is at the discretion of the Chief of Police.

Section 3: As used in this Agreement, the contract year commences at 12:01 am on January 1 and ending at midnight December 31.

Section 4: The American Rescue Plan Act (42 U.S.C. § 801, et seq.) established a Coronavirus Local Fiscal Recovery Fund (“CLFRF”) which provides support to State, local, and Tribal governments in response to the impact of COVID-19. The Village is the recipient of CLFRF funds. Sections 602(c)(1) and 603(c)(1) of the Act provide that CLFRF funds may be used to respond to workers performing essential work during the COVID-19 public health emergency by providing to them premium pay. Law enforcement officers perform such essential work which places them at heightened risk within the meaning of the Act.

In contract years 2022, 2023 and 2024, full time bargaining unit members shall receive premium pay in the sum of two hundred dollars (\$200.00) per bi-weekly pay period. Part time bargaining unit members shall receive premium pay in the sum of two dollars and fifty cents (\$2.50) per regular hour worked from the Village’s CLFRF funds. Notwithstanding the foregoing (i) no bargaining unit member may receive premium pay in an aggregate annual amount more than five thousand two hundred dollars (\$5200.00), and (ii) may not receive premium pay if the premium pay would increase the bargaining unit member’s pay above 150 percent of Ohio’s average annual wage for all occupations, as defined by the Bureau of Labor Statistics’ Occupational Employment and Wage Statistics, or their residing county’s average annual wage, as defined by the Bureau of Labor Statistics’ Occupational Employment and Wage Statistics, whichever is higher, on an annual basis. No bargaining unit members shall receive premium pay while on unpaid leave.

It is not the intent of this Agreement to modify the regular rate of pay set forth in Section 1 of this Article 15, however, in the event the premium pay is later determined by the Department of Labor, court decision, or other agency(ies) with jurisdiction to be subject to time-and-one-half provisions of the FLSA and/or Ohio law, that determination and resulting time-and-one-half increase in hourly premium pay shall not act to increase the aggregate annual limit of five thousand two hundred dollars (\$5200.00), as set forth above.

ARTICLE 16.

LONGEVITY

Section 1: Effective from the Employee's adjusted start date for compensation of time (“anniversary date”), all full-time Employees shall receive longevity payments of one hundred dollars (\$100) per year of service for 20 years up to a maximum of two thousand dollars (\$2000.00).

Section 2: Payment of the longevity pay will be in a lump sum, made during the pay period of the employee’s employment anniversary date.

ARTICLE 17.

SENIORITY

Section 1: Seniority for full time bargaining unit members shall be based upon the following criteria and in this specific order:

1. By full time date of hire;
2. By highest rank held;
3. By years of service within a specified rank;

Section 2: Seniority for part time bargaining unit members shall be based upon the following criteria and in this specific order:

1. By part time date of hire with Madison Village.

Section 3: The Employer shall furnish to the OPBA a seniority list upon request, but not more often than once per calendar year.

Section 4: Officers shall not lose seniority while on active duty in the United States armed forces.

Section 5: The operation of seniority shall prevail for all applicable issues as prescribed herein.

Section 6: All employees currently employed shall retain their seniority as of the original date of hire. For purposes of determining seniority for employees hired after April 1, 2016 or for officers who leave employment after April 1, 2016, an officer who has left the employment of the Village or has failed to appear for three (3) successive shifts without notification shall thereupon forfeit their seniority, including all FTEs in the case of part-time employee. If the officer is later re-hired, the officer's date of hire shall be the date of re-employment with the Village.

ARTICLE 18.

DUTY HOURS, WORK SCHEDULES

Section 1: The Employer will post all work schedules, unless extenuating circumstances prevent such posting, at least three (3) calendar days in advance of the effective date of said work schedule.

Section 2: The schedule of shifts for each employee shall be determined by a bidding process as follows:

- A. Seniority in grade (full-time) will determine the sequence of who bids first, second, third, etc. The employee who has the greatest in grade seniority will have

the first bid, the employee who has the second greatest in grade seniority will bid second, etc. This procedure will prevail down to the employee with the least amount of in grade seniority who will have the final bid. This bid sequence shall take the place of the traditional rotation of shifts. (i.e. An officer starting on day shift then rotating to 2nd shift after 28 days.)

B. The "Bid Sheet" will be posted on the OPBA Bulletin Board a minimum of twenty-one (21) days prior to taking effect. Within this twenty-one (21) day period, each employee will sign the sheet promptly next to the open slot he wishes to work.

C. Shift schedules shall be a twenty-eight (28) day cycle however; shift bidding will be in three (3) twenty-eight (28) day blocks.

D. The "Bid Sheet" shall state the effective dates (starting/end) shift and hours, days off. Each employee shall receive a copy of the entire work schedule after it has been completed.

E. A week shall be defined as seven (7) consecutive calendar days shall begin with employee's starting time at the beginning of the work week and shall end one hundred sixty-eight (168) hours later.

F. The regular work week shall consist of forty (40) hours; five (5) consecutive days of eight (8) consecutive hours each, with two (2) consecutive days off. Or four (4) ten (10) hour shifts with three (3) consecutive days off.

Section 3: An employee shall be able to trade shifts with another employee.

Section 4: Employees who mutually desire to exchange shift assignments shall first obtain the advance written approval of the Chief of Police or her/his designee. Such approval shall not be unreasonably denied.

Section 5: Employees shall have a paid daily lunch period of thirty (30) minutes, and two (2) paid twenty (20) minute breaks per day.

Section 6: Full-time officers shall be scheduled to work forty (40) hours per week unless out on an approved leave.

Section 7: 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/her designee by telephone, departmental pager, text message, or email as to the order of preference previously submitted by the employee.

Section 8: Part-time officers shall be required to work a minimum of 75 hours per six-month period. The six-month periods shall consist of the calendar months January through June, and July through December each year. Hours worked shall be comprised of all hours that are paid by the Village. For purposes of this requirement, hours worked shall not include special

details or side jobs an officer may work off duty that are paid by outside parties. Part-time officers that do not meet the minimum 75 required hours in two consecutive six-month periods shall become ineligible for the next scheduled uniform allowance paid to part-time officers under Article 20.

Part-time officers shall be assigned shifts on the monthly work schedule (herein the "schedule") based on (i) shift vacancies due to the normal work schedule of full-time officers; and (ii) the absence or unavailability of full-time officers. The scheduling of part-time officers for available hours/shifts shall be based on the following:

1. Part-time officers shall be required to submit each officer's availability to work a minimum of two (2) open shifts per schedule (in other words, shifts not otherwise filled by the full-time officers).
2. Part-time officers shall submit to the Department on the approved sign-up calendar their requests at least two (2) weeks in advance of the start of the schedule.
3. Part-time Officers may be scheduled to work a minimum of two (2) shifts per schedule, unless through no fault of the officer, two (2) shifts are not available.
4. Part-time officers shall be scheduled in the following order; (i) all part-time officers by seniority based on the requirement of the officer to work a minimum of two (2) shifts per schedule; then (ii) based on seniority for any remaining vacant shifts on the schedule.
5. Once the two shift minimum is exhausted all remaining available hours/shifts will be scheduled based upon seniority only.

Section 9: Part-time officers who are scheduled for vacations or other extended leave during a month when their required hours are due will be exempt from the shift availability requirement, so long as notice is provided to the Chief of Police on the date part-time hours are due.

ARTICLE 19.

OVERTIME PAY, CALL INS, COURT TIME, COMPENSATORY TIME, AND OTHER PAYS

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) hours in a workday period, (except on a four (4) day ten (10) hour schedule) with the exception of Employees attending voluntary schools or seminars. Hours worked shall include all hours worked as active pay status and in excess of forty (40) hours a week.

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. Such compensation shall be paid during the normal payroll period, or in compensatory time, at the discretion of the Employee.

Section 3: When an Employee is appearing in court or training on behalf of the Employer, he shall be paid not less than three (3) hours, or actual time spent, whichever is greater. Such compensation shall be paid during the normal payroll period, or in compensatory time, at the discretion of the Employee.

Section 4: When an Employee is appearing at Range, at a time not contiguous with their regularly scheduled shift, they shall be paid not less than three (3) hours.

Section 5: Openings in the schedule that arise after the regular work schedule is posted that would create overtime situations will be first offered to full-time officers by seniority. If no full-timer is available to work the open shift, it will be offered in order of seniority to part-time Employees. In the event an opening occurs within 12 hours of the scheduled shift creating an urgent need for coverage, it may be filled without regard to seniority.

Section 6: In the event an employee begins to accrue compensatory time, such accrual shall not exceed One Hundred Twenty (120) hours. A maximum of One Hundred (100) hours of compensatory time may be carried over at the end of the calendar year into the next year. Compensatory time taken as time off shall be subject to the prior approval of the Chief or her/his designee. Compensatory time off shall be granted in accordance with operational needs and upon reasonable request by the member requesting said time. Requests for use of accumulated compensatory time will be considered and granted on the basis of seniority within the work unit.

Section 7: Officers designated to serve as Field Training Officers shall be compensated 0.5 hours of compensatory time for every 4 hours worked in that capacity.

Section 8: Sergeants shall receive Sixteen (16) hours of compensatory time annually for off duty communication for directing the workforce in regards to steps to take on a call, codes to use for an arrest, clarification of departmental rules or policies, to fill open shifts in the schedule, and other similar purposes. The Sixteen (16) hours of comp time shall be deposited on or about January 1st of each year.

Section 9: Any Full-Time Employee, who has received an associate degree from an accredited university or college, shall receive additional pay in the amount of Four Hundred dollars (\$400.00) annually, payable on the first payday in June of each year by separate check.

Section 10: Any Full-Time Employee, who has received a bachelor's degree from an accredited university or college, shall receive additional pay in the amount of Six Hundred dollars (\$600.00) annually, payable on the first payday in June of each year by separate check.

Section 11: Any Part-Time Employee who has earned an associate's/bachelor's degree is eligible for payment on the above schedule to be pro-rated hours based on percentage of hours worked. The pro-ration shall be based on the part-time employee's previous calendar year's hours worked.

Section 12: The Madison Village Police department will provide each officer upon request with 100 rounds of ammunition to practice with their duty weapon each year. Officers that have been certified with the AR-15 / M-16 shall be provided with 60 rounds of .223 ammunition to practice with their weapons each year. Each individual employee is responsible for making this ammunition request in writing to the range officer each year.

Section 13: Any employee who is scheduled to work a training day or class which is held outside Madison Village shall be paid a \$25.00 a day per diem.

Section 14: An employee shall be paid mileage reimbursement when it is necessary to use their personal vehicle for authorized department business at the current Internal Revenue Service rate.

ARTICLE 20.

UNIFORM ALLOWANCE

Section 1: The employer agrees to pay up to \$1,200.00 to cover the initial cost of setting up new officers with the full initial uniform and gear. For part-time officers see section 5 for purchase of bulletproof vest. Items purchased by the employer under this section shall remain department property and are to be returned by the officer if they leave employment with the Village in less than one (1) year.

Section 2: Full-time Patrol Officers shall receive an annual uniform allowance, in the amount of One Thousand dollars (\$1000.00). Full-time Sergeants shall receive an annual uniform allowance, in the amount of One Thousand Two Hundred Fifty dollars (\$1250.00). These employees shall receive the annual clothing allowance, paid separate from the bi-weekly paycheck, no later than the last pay period of each year.

Section 3: Part-time Patrol Officers shall receive an annual uniform allowance, in the amount of Five Hundred dollars (\$500.00). These employees shall receive the annual clothing allowance, paid separate from the bi-weekly paycheck, no later than the last pay period of each year.

Section 4: All full-time police officers shall be provided with a bulletproof vest by the department at the time they are hired. The Village shall replace the vest by the expiration date set by the manufacture's specification. The type of vest to be provided and the reasonable cost thereof shall be determined by the Chief of Police.

Section 5: All part-time officers shall be given the choice of wearing a used bulletproof vest (if available) or Madison Village will purchase a new vest comparable in quality and price provided to full time officers. Part-time officers shall pay for such vest by making thirty-six (36) monthly installment payments. If the officer leaves the service of the Madison Village Police prior to paying for the new vest, the officer shall pay for the vest in full or turn in the vest to the Chief of Police with the conclusion of his or her service with Madison Village Police Department.

Section 6: Normal wear and tear exception, 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 7: In the event an item of the designated uniform changes, the Employer shall provide the initial issue of that item(s). A one-time additional \$200 clothing allowance shall be paid to newly promoted Sergeants at the time of their promotion for required uniform changes.

Section 8: The Chief shall have discretion to award additional clothing allowance or have the Village purchase additional clothing/equipment, for employees assigned additional duties, such as bike patrol, office duty, detective assignments, etc.

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, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day and the employee's own birthday or other day mutually agreed upon with the Chief of Police.

Section 2: Employees scheduled to work on the aforementioned holidays shall receive one and one-half (1-1/2) times their regularly hourly rate (excluding employee's own birthday). Such time will be paid either as cash, or as compensatory time, at the sole discretion of the employee.

Section 3: Full time employees who elect or are ordered to work on a holiday(s) are then entitled to take a day(s) off in trade.

Section 4: All holiday 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 holiday time. Should the Employee be prevented from taking his or her scheduled holiday 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 allowed to carry time over, whichever he or she elects.

ARTICLE 22.

VACATIONS

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

Years of Service:	Hours:
1	40 hours
2 – 4	80 hours
5 – 12	120 hours
13 – 15	160 hours
16+	200 hours

Section 2: Earned vacation and personal days 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. 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. Once approved, such approval cannot be cancelled by the Employer, except in the case of an emergency. Emergency shall be defined by the Chief of Police but maybe appealed to the Mayor.

Section 4: 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 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 time shall receive compensation for such time. Vacation time earned for the year the Employee leaves employment shall be pro-rated based upon the date of departure.

Section 6: Employees shall be allowed to carryover up to three weeks of vacation.

Section 7: Employees may request payment in lieu of eighty (80) hours of vacation time upon approval of the Chief of Police.

ARTICLE 23.

HEALTH CARE

Section 1: Each year at least thirty (30) calendar days prior to the renewal or expiration of any health care coverage, a committee will meet to review current plans and possible replacement options. The Committee will consist of two (2) union members, and other health plan participants, the Mayor (or their designee), the Chief of Police, and the Fiscal Officer. The purpose of the Committee shall be to disseminate information, monitor costs and expenses, review plan particulars, and discuss and compare alternative health plans. The Committee shall then consider and make recommendations for modifications and/or changes to the Village health insurance.

Section 2: The Village will contribute to monthly benefit premiums for healthcare, prescription, and dental insurance, for full time eligible employees an amount not to exceed the percentage shown below for the total premium cost for the healthcare, prescription, and dental insurance plans in which the employee is enrolled, as adjusted for each of the years noted below:

	2022	2023	2024
Village Percentage Share:	Eighty-Eight (88%) Percent	Eighty-Eight (88%) Percent	Eighty-Eight (88%) Percent

An employee's contributions to monthly benefit premiums shall be the difference between the Village percentage contributions, as detailed above, and the balance of the current premium for the healthcare, prescription, and dental insurance plans in which that employee is enrolled.

Section 3: An eligible full-time employee that waives healthcare, prescription, and dental insurance coverage despite being eligible to participate in the Village's plans will receive a stipend equal to Fifty-Five percent (55%) of the Village's share of the employee's individual, single coverage premium that would otherwise be paid by the Village had the employee enrolled. The stipend will be paid at the time of the employee's routine wage pay dates and in near equal amounts, accounting for customary rounding.

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) illness, injury or death in the Employee's immediate family.

Section 2: All full time Employees shall earn sick leave at the rate of .0575 hours for each hour worked. Full time Employees absent from work on authorized holidays or vacation leave shall continue to accumulate sick leave at the rate prescribed above. Effective April 1, 2016, part-time employees shall not accrue sick leave and may, at the employee's option, use any accrued sick leave until exhausted, or, may cash out at fifty (50%) percent of value their accrued, unused sick leave for a total number of hours not to exceed 240 by providing notice of such to the Fiscal Officer.

Section 3: An Employee who is to be absent on sick leave shall notify a supervisor, or dispatch of such absence and the reason therefore at least two (2) hours, if possible, or a reasonable time before the start of his work shift each day he is to be absent. Such leave must be approved by the Chief, in writing. Unapproved sick leave shall be without pay.

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 three (3) days, the Employer may require such proof of illness or injury as may be satisfactory to it, or 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, dependents, siblings, or parents or other members of their family who are living with them or they are their primary caregiver or on an emergency basis.

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 by the Chief of Police 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 that 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, at their cost, 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 up to five (5) days funeral leave, consecutive and contiguous to the death, without loss of pay, benefits, days off, holidays, or vacation time. If a death occurs among the Employee's extended family, as defined below, they shall be granted up to two (2) days funeral leave. 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. "Extended family" shall be defined to only include aunt, uncle, niece, nephew, cousin, and step-grandchildren. 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 without losing seniority. 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 the retirement (excluding involuntary termination) or death of an employee who has not less than ten (10) years of continuous service with the Employer, such Employee shall be paid for any unused sick leave, up to a maximum of one quarter of 960 hours not to exceed 240 hours, at the Employee's hourly wage rate at the time of retirement or death.

Section 15: Employees shall be able to donate sick time to other employees in accordance with Ordinance #26-2010.

ARTICLE 25.

MATERNITY LEAVE

Section 1:

- a) An eligible full-time employee may request a leave of absence, without pay, in the event of pregnancy, childbirth and/or other related medical conditions by submitting such request in writing to the employer. The employee may use any or all of her vacation leave, personal time and accumulated sick time for maternity purposes during a pregnancy or maternity leave. Each employee who requests such leave must submit a physician's certificate stating the probable period for which the employee will be unable to perform her duties. The judgment of the employee's physician will determine the length of time before delivery that the employee can work.
- b) The leave of absence will end at the time certified by the employee's physician, but not to exceed six months. Additional leave may be allowed if necessitated by medical reasons and shall be deemed a disability separation. A medical statement from the employee's physician supporting such necessity must accompany the employee's separation request. In addition, a physical exam by a qualified physician may be required at the request of the employer. Expenses incurred from such requested physical exam shall be paid by the employer.
- c) No later than thirty days after the termination of pregnancy, the employee must notify the employer, in writing, of her desire to return to work. Lack of such notification shall be considered a resignation. Employees who return from a maternity leave of absence shall have the right to be reinstated to a position in the same classification held at the time the leave began. Should the same classification no longer exist, the employee may be placed in a similar position. Should no similar position exist, the employee may be laid off.
- d) Employees, if enrolled in the insurance program, will receive hospitalization benefits during the period of leave.

- e) In general, pregnancy and childbirth shall not differ from any long-term illness in considering an employee's rights and responsibilities.
- f) Eligible full-time employees are those employees who have been employed by the employer for at least twelve months and who have worked 1,250 hours during the previous twelve-month period.
- g) Maternity leave shall be granted to any Bargaining Unit Member upon his or her request according to the Family and Medical Leave Act.
- h) 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.

UNPAID FAMILY AND MEDICAL LEAVE.

Section 1: As a result of the Federal Unpaid Family and Medical Leave Act of 1993, signed into law on February 5, 1993, unpaid family and medical leave is available under certain circumstances. Therefore, the following will be the policy of the Village of Madison: Eligible full-time employees will be provided up to twelve weeks of unpaid leave during any twelve-month period for one or more of the following reasons:

- (1) Birth of a son or daughter;
 - (2) Placement of a child with the employee for adoption or foster care;
 - (3) A serious health condition that makes the employee unable to perform the functions of the employee's job; and/or
 - (4) A serious health condition of a member of the employee's immediate family which requires the attendance and/or care of the employee.
- a) Eligible full-time employees are those employees who have been employed by the employer for at least twelve months and who have worked 1,250 hours during the previous twelve-month period.
 - b) Immediate family, for the purposes of this policy, shall be defined as a:
 - (1) Spouse;
 - (2) Child, including stepchild; and
 - (3) Parent.
 - c) The twelve-month period, for the purposes of this family and medical leave policy, shall be determined as twelve months from the first date that the employee takes leave under this policy.

- d) A father and a mother, both working for the employer, are entitled to an aggregate total of twelve weeks of unpaid leave under this policy.
- e) An employee who exercises his or her options under this policy will be continued to be covered by the health insurance plan provided by the Village of Madison. Such coverage shall be under the same conditions as health insurance would have been provided if no leave was taken. If, at the conclusion of the maximum leave time allowed under this policy, the employee is unable to return to work, the employee may continue to participate in the health insurance plan by the employee paying the premiums, per COBRA regulations.
- f) Employees who take leave under this policy are entitled to return to the same or equivalent positions, with equivalent benefits, pay and other terms and conditions of employment. The employer may deny a position to an employee who is among the highest ten percent where the denial is necessary to prevent substantial and grievous economic injury to the operations of the employer and where the employer notified the employee of its intent to deny restoration and the basis for the denial.
- g) Employees who are on unpaid leave under this policy shall not accrue any employment benefits during any period of leave, but shall maintain their seniority with the employer, provided that such employees immediately return to work at the conclusion of the leave.
- h) Employees, whenever possible, are to provide at least thirty (30) days advance written notice to the employer before beginning to take leave under this policy
- i) Leave resulting from the birth of a child or the placement of a child for adoption cannot be taken intermittently or on a reduced leave schedule, unless requested by the employee and approved by the employer.
- j) Leave resulting from a serious illness of the employee, or an employee's spouse, child or parent, can be taken intermittently or on a reduced leave schedule when medically necessary.
- k) When leave is requested as a result of a serious health condition, the employer may require the employee to provide a written certification issued by a health care provider verifying said serious health condition.
- l) The employer may require a second or third opinion by a health care provider if there is doubt of the validity of the certification provided by the employee. The cost of said additional opinions shall be paid by the employer.
- m) Any medical certification as required under this section, shall comply with the requirements of the Family Medical Leave Act.

ARTICLE 27.

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 28.

LAY-OFF AND RECALL

Section 1: Members of the bargaining unit may be laid-off only for lack of work, lack of funds, or disbanding the Madison Village Police Department.

Section 2: Employees within the affected bargaining units shall be laid off according to their departmental seniority with the least senior being laid off first, providing that all temporary, seasonal, part-time, all probationary employees within the affected bargaining unit are laid off first in the above respective order

Section 3: Employees who are laid off from one rank may displace (bump) another employee with lesser departmental seniority in a lower rated rank within the Department.

Section 4: Employees who are displaced (bumped) by a more senior employee shall be able to displace (bump) another employee with lesser seniority in a lower rated rank.

Section 5: At the end of the displacing (bumping) process, the employee who is displaced (bumped) and unable, or chooses not to displace (bump), another employee pursuant to the above provisions, shall be laid off.

Section 6: Should employment conditions improve, the displaced full time Bargaining Unit Member shall be returned to full time status. The part-time members affected by the bumping shall return to the previous status.

Section 7: Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his right to recall for twenty-four (24) months from the date of his lay-off. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail, return receipt. An employee who refuses recall or does not report to work within ten (10) calendar days from the date the Employer mails the recall notice, shall be considered to have resigned his position and forfeits all right to employment with the Employer.

Section 8: Employees scheduled for lay-off, shall be given a minimum of fifteen (15) days advance notice of lay-off.

Section 9: Any employee on lay-off from one bargaining unit shall receive preferential hiring rights into any other position in the Police Department to which they are qualified. If said position is offered and accepted, said employee will not give up his right to recall to his regular position if that position becomes available during the recall period within five (5) years.

Section 10: Nothing in this contract prohibits the Village from entering into a contract service or merging with another police department; however, notwithstanding this section, this section shall not supersede the Village Charter, Village ordinance or referendum of the residents of the Village and the Village agrees to continue to follow all applicable Charter provisions, ordinances, rules and regulations for the governance of the Village of Madison.

ARTICLE 29.

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 if the for the involved member or members request said counseling.

ARTICLE 30.

PERSONNEL FILES

Section 1: Personnel files are considered public records as defined in the Ohio Revised Code. Upon all public records requests and inspection all efforts must be made to protect the Employee's personal, familial and medical information as prescribed by state law; however, the Village must comply with all lawful requests and exceptions to non-disclosure. The Employee shall receive notice of any such requests. 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 or anonymous 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. Verbal counseling or reprimands are not considered discipline.

Section 5: Employees of Madison Village Police Department recognize the importance of investigating complaints against its officers. The employer agrees that complaints that are anonymous and oral only shall be weighted less seriously than those reduced to writing with a signature. In the event a citizen complaint shall result in formal disciplinary action against an employee said employee shall, upon written request, be given a copy of the complaint and the name of the complainant. No oral and unfounded complaints shall be added to employee files.

ARTICLE 31.

DRUG FREE WORKPLACE AND TESTING AND TRANSITIONAL WORK POLICIES.

Section 1: 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, except as wherein specified in 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.

DEMISE

Section 1: Upon the demise of an employee, his or her estate shall be eligible for all of the employee's unused vacation, compensation, sick and holiday time.

ARTICLE 34.

SCHOOL RESOURCE OFFICER

Section 1: The Village retains the sole and exclusive right to discontinue, maintain, contract, remove, assign, schedule and determine the rate of pay for the School Resource Officer (SRO).

Section 2: During non-school periods, the SRO shall be scheduled per the normal scheduling process as provided in Article 18. The SRO shall receive the higher rate of pay between either the SRO position or the applicable class in this Agreement.

Section 3: During school periods, the SRO may submit requests and may work, but is not required to work vacant shifts on the schedule.

ARTICLE 35.

DURATION

Section 1: This Agreement shall be in full force and effect from January 1, 2022 through December 31, 2024. At least ninety (90) days prior to the expiration date, either party may give timely written notice to the other of an intent to negotiate on any or all of its provisions. If such notice is given, negotiations will commence no later than thirty (30) days after receipt of such notice. Both parties agree to make every effort to reach a settlement for guaranteed continuity of good labor-management relations.

In the event the parties are unable to reach an agreement, they may submit, at any time prior to the expiration date of the collective bargaining agreement or as soon as practicable after the expiration, the issues in dispute to a mutually agreed upon dispute settlement procedure as follows:

Arbitration. Either party may submit a request for an arbitration panel to FMCS. The parties will use an alternate strike method to select the arbitrator. The parties shall submit each of the issues in dispute to the arbitrator at least five (5) calendar days prior to the scheduled hearing date. The Arbitrator shall schedule a hearing to gather facts and make an award for the resolution of the matter. The Arbitration shall be confined to a choice of the last offer of each party to the agreement on each issue submitted. The regulation of costs and expenses of the arbitrator shall be split equally by the parties.

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.

ARTICLE 36

NO STRIKE

Section 1: The union shall not, directly or indirectly, call, sanction, encourage, finance and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike. For purposes of this section, "strike" means concerted action in failing to report to duty; willful absence from one's position; stoppage of work; slowdown or abstinence, in whole or in part, from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change a change in wages, hours, terms and conditions of employment for the duration of this contract or extension thereof.

Section 2: The Village shall not lock out any employee for the duration of the contract.

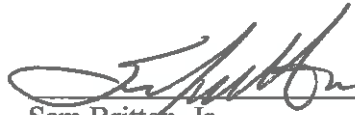
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this 1st day of JANUARY, 2022.

FOR THE OPBA



Ian Mussell
OPBA Union Representative

FOR THE VILLAGE OF MADISON



Sam Britton, Jr.
Mayor, Village of Madison

Approved as to form:



Joseph P. Szeman
Law Director, Village of Madison