

ORDINANCE NO. 39, 2024

ACCEPTING AND APPROVING THE TERMS OF EMPLOYMENT MADE BETWEEN THE VILLAGE OF ST. BERNARD AND ST. BERNARD POLICE DEPARTMENT OFFICERS AND SERGEANTS AND LIEUTENANTS - AS AMENDED, AND DECLARING AN EMERGENCY

WHEREAS, the Village of St. Bernard, Ohio and the St. Bernard Police Department Officers, Sergeants and Lieutenants have engaged in negotiations; and

WHEREAS, the parties have agreed to the Terms of Employment and reduced those terms to writing; and

WHEREAS, it is in the best interests of the employees and the Village of St. Bernard to adopt this ordinance as soon as possible; and

WHEREAS, the legislative body of the Village municipal corporation is required to approve these negotiated Terms of Employment; now therefore


BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF ST. BERNARD, STATE OF OHIO:


Section 1. That the Terms of Employment between the Village of St. Bernard and the St. Bernard Police Department Officers, Sergeants and Lieutenants, a copy of which is attached hereto, be and is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to enter into the attached Terms of Employment with the St. Bernard Police Department Officers, Sergeants and Lieutenants.

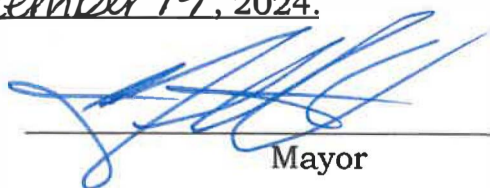
Section 3. That the wages, hours, terms and conditions of employment as set forth in the Terms of Employment be effective as of the time and date set forth therein.

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety. The reason for the emergency is the immediate necessity to implement the Terms of Employment as soon as possible. Therefore, this Ordinance shall take effect immediately by and upon its passage, and the approval of two-thirds of the members of said Council. However, this Ordinance shall take effect on the earliest date provided by law if approved by no more than a majority of the members of Council and in that event the emergency provisions herein are set at naught.

ATTEST: 
Clerk of Council


President of Council

Approved this 19th day of December 19th, 2024.


Mayor

ORIGINAL

Ordinance No. 39, 2024

Page 2

I, CAROLINE STEGMAN, CLERK OF COUNCIL, VILLAGE OF ST. BERNARD, STATE OF OHIO, DO HEREBY testify that the publication of Ordinance No. 39, 2024, was made by posting true copies of the same in the most public places designated by Council: the Village website; and the Village social media account, for a period of fifteen (15) days or more commencing January 9th, 2024.

ATTEST: Caroline Stegman DATE December 19th 2024
Clerk of Council

Approved as to form Sam Sam Sattelmeyer Date 19 Dec 2024
Director of Law

AGREEMENT
BY AND BETWEEN
THE VILLAGE OF ST. BERNARD
AND THE
ST. BERNARD POLICE DEPARTMENT EMPLOYEES,
(POLICE OFFICERS)
AND
(POLICE SERGEANTS & LIEUTENANTS)

Effective: January ____, ~~2023~~ **2025**
Expires: Midnight ~~January~~ **December** ____, 2025

PREAMBLE	3
ARTICLE 1 - RECOGNITION	3
ARTICLE 2 - MANAGEMENT RIGHTS	4
ARTICLE 3 - NON-DISCRIMINATION	4
ARTICLE 4 - PROBATIONARY PERIOD	4
ARTICLE 5 - EMPLOYEE RESPONSIBILITY	5
ARTICLE 6 - GRIEVANCE PROCEDURE	5
ARTICLE 7 - DISCIPLINE	8
ARTICLE 8 - NORMAL HOURS OF WORK	11
ARTICLE 9 - SHIFT SELECTION	12
ARTICLE 10 - OVERTIME PAY, PREMIUM PAY AND COMPENSATORY PAY ...	13
ARTICLE 11 - NO STRIKES	15
ARTICLE 12 - SENIORITY	15
ARTICLE 13 - LAYOFF AND RECALL	16
ARTICLE 14 - WAGES	16
ARTICLE 15 - HOLIDAYS	18
ARTICLE 16 - VACATION WITH PAY	18
ARTICLE 17 - SICK LEAVE	19
ARTICLE 18 - DEFERRED COMPENSATION	21
ARTICLE 19 - FUNERAL LEAVE	21
ARTICLE 20 - RECUPERATIVE LEAVE	21
ARTICLE 21 - MILITARY LEAVE	22
ARTICLE 22 - EDUCATION AND TRAINING	22
ARTICLE 23 - LONGEVITY PLAN	24
ARTICLE 24 - INSURANCE	24
ARTICLE 25 - POLICE REPRESENTATIVES	26
ARTICLE 26 - UNIFORMS	27
ARTICLE 27 - DESIGNATED OFFICER IN CHARGE	27
ARTICLE 28 - INTEGRITY OF AGREEMENT	27
ARTICLE 29 - GENERAL	28
ARTICLE 30 - PERSONAL DAYS	29
ARTICLE 31 - SAVINGS CLAUSE	29
ARTICLE 32 - IMPASSE PROCEDURES	30
ARTICLE 33 - PREGNANCY & MATERNITY POLICY	30
ARTICLE 34 - TERM OF AGREEMENT	33

PREMBLE

This Terms of Employment is issued by the Village of St. Bernard, Ohio hereinafter referred to as the "Village") for its employees who are officers, sergeants and/or lieutenants of the St. Bernard Police Department (hereinafter referred to as the Police).

ARTICLE 1 – RECOGNITION

1.1 The Village recognizes that the Police are composed of three bargaining units as set forth below for the purposes of collective bargaining with respects to wages, hours, and other terms and conditions of employment.

Bargaining Unit #1:

Included: Full-time Patrol Officers, St. Bernard Police Department.

Excluded: Lieutenants, Chief of Police and all other employees.

Bargaining Unit #2:

Included: Full-time Sergeant, St. Bernard Police Department

Excluded: Patrol Officers, Lieutenants, Chief of Police and all other employees.

Bargaining Unit #3:

Included: Full-time Lieutenants, St. Bernard Police Department.

Excluded: Patrol Officers, Chief of Police, and all other employees.

ARTICLE 2 – MANAGEMENT RIGHTS

2.1 Unless the Village has specifically set forth in this Agreement a limitation upon the Council's or the Mayor's right or duty to manage the Village of St. Bernard, or the right of the Chief of Police or Safety/Service Director to manage the Police Department, the Village shall retain all rights imposed upon it by law to carry out the administration of government and management of the Village including the Police Department. The right to manage shall include, but not be limited to:

2.1.1 The right to direct, supervise, hire, transfer, assign, schedule, and retain employees, and also to suspend, discipline, and discharge for just cause.

2.1.2 The right to relieve employees from duty, and to determine the number of personnel needed in any agency or department, or to perform any function;

determine services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters.

2.1.3 The right to purchase equipment, materials, or services, or to subcontract for services.

2.1.4 The right to determine the appropriate job classifications and personnel by which government operations are to be conducted; determine the overall mission of the unit of government; maintain and improve the efficiency and the effectiveness of government operations.

2.1.5 The right to make reasonable rules to regulate the work force; to establish and amend personnel policies and procedures relating to any matter which is not specifically set forth in this Agreement.

2.1.6 The right to take any necessary actions to carry out the mission of the Village in situations of emergency; and take whatever actions may be necessary to carry out the wishes of the public not otherwise specified above.

ARTICLE 3 – NON-DISCRIMINATION

3.1 The Village and the Police agree that there shall be no discrimination against any employee relating to employment on the basis of race, color, creed, national origin, age, sex, or disability. The parties further agree that there shall be no discrimination in regard to membership or non-membership in a Union or because of participation or non-participation in any lawful activity on behalf of the Union.

Words, whether in the masculine, feminine or neuter genders, shall be construed to include all of those genders. It is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 4 – PROBATIONARY PERIOD

4.1 The parties recognize that some employees will be hired prior to the commencement of required academy training and certification. These employees will be deemed pre-probationary provisional employees. These employees will be granted the appropriate salary and fringe benefits provided by this Agreement but shall have not tenure in their position. Employees shall remain in the pre-probation provisional status, until the employee has successfully completed the training and certification process. Employees in the pre-probation provisional status may be terminated without recourse or appeal at any time. Pre-probationary provisional employees serve solely at the will of the Chief of Police.

4.2 Certified employees must serve a probationary period. The probationary period for newly certified employees will commence upon the date of certification, irrespective of the position of employment and shall continue until the employee completes twelve

(12) months of service as a certified patrol officer. After successful completion of the probationary period, an employee shall be credited with seniority from the date of hire. Any employee, who while serving a probationary period, misses fifteen (15) or more days due to illness or injury, may have the probationary period extended by the length of the illness or injury at the discretion of the Employer. Such an extension may not exceed the length of the original probationary period.

4.3 Probationary employees may be terminated at any time during the probationary period at the sole discretion of the appointing authority, with or without cause, and without recourse to the grievance procedure. Probationary employees serve solely at the will of the appointing authority.

4.4 Any employee promoted into a higher level position shall be required to successfully complete a probationary period of one (1) calendar year. An employee serving a promotional probationary period whose performance is judged unsatisfactory shall be returned to his/her former classification.

4.5 The provisions of this Article are intended to prevail over and supersede the provisions of Chapter 124 of the Ohio Revised Code as it relates to probationary periods.

ARTICLE 5 – EMPLOYEE RESPONSIBILITY

5.1 The Police recognize that the delivery of essential police services in the most efficient and effective manner is of paramount importance and interest to both the Village and the Police. Maximized service to the community is recognized to be a mutual desire of both parties within their respective roles and responsibilities. Work procedures, schedules and assignments for improving services may be established and/or revised from time to time in accordance with the Management Rights provision of this Agreement, so long as no right guaranteed under this Agreement is violated. Each employee covered by this Agreement has the primary responsibility to render his utmost in efficient service to the Village.

ARTICLE 6 – GRIEVANCE PROCEDURE

6.1 Definition

A grievance is defined as any employee complaint that the management is in non-compliance with a specific provision of these Terms of Employment.

6.2. Steps

6.2.1 Step 1. An employee that feels he or she has a grievance under the Terms of Employment shall file a written grievance with the Police Chief within thirty (30) calendar days of the event giving rise to the grievance. The Police Chief shall meet with the grievant and his or her Police representative within ten (10) calendar days. The Police Chief shall issue a written decision within ten (10) calendar days after that meeting.

6.2.2 Step 2. If the grievant is not satisfied with the decision of the Police Chief, the grievance shall be submitted to the Safety/Service Director, or his designated representative, within five (5) calendar days. The Safety/Service Director shall schedule a grievance meeting with the grievant and his or her Police representative within ten (10) calendar days and issue a written decision within ten (10) calendar days of that meeting.

6.2.3 Step 3. If the grievant is not satisfied with the decision of the Safety/Service Director, the grievance shall be submitted to the Mayor, or his designated representative, within ten (10) calendar days. The Mayor shall schedule a grievance meeting with the grievant and his Police representative within ten (10) calendar days and issue a written decision within ten (10) calendar days of that meeting.

6.2.4 Step 4. If the grievant is not satisfied, the grievant's representative shall send the Safety/Service Director notice within ten (10) calendar days that the grievance is being sent to grievance mediation.

6.3 Mediation

Unless the parties agree to by-pass mediation and proceed to Court, each case shall be submitted to mediation pursuant to the procedures outlined below.

6.3.1 Step 1. Mediation proceedings conducted pursuant to the section will be held in the Village.

6.3.2 Step 2. Each case shall be heard by a single mediator. Mediators will be provided by *Arbitration and Mediation Service* pursuant to a process agreed upon by the parties or by any other method mutually agreed upon by the parties. If no agreement is reached on a process, the rules of *Arbitration and Mediation Service* shall apply. All mediator fees and expenses will be shared equally between the parties. Each party will bear the costs and expenses of its participants in the mediation.

6.3.3 Step 3. Cases will be scheduled for mediation conference by mutual agreement of the parties and will be heard in the order in which they were filed unless the parties agree to a different order.

6.3.4 Step 4. The issue mediated will be the same as the issue the parties have failed to resolve through the grievance process. The presentation of evidence is not limited to that presented at any previous step of the mediation procedure. The rules of evidence will not apply, and no transcript of the mediation conference will be made.

6.3.5 Step 5. Each party's representative at the mediation conference will be familiar with and prepared to discuss the grievance(s) scheduled for that mediation conference.

6.3.6 Step 6. The mediation process will be informal. The mediator has authority to meet both jointly and separately with the parties.

6.3.7 Step 7. If the parties cannot reach a mutually agreeable settlement, the mediator shall impose a resolution which will be binding upon the parties and may adopt the position of one or both of the parties in whole or in part. Upon resolution of the issue being mediated, whether by mutual agreement of the parties or imposition of the mediator, the mediator will immediately reduce the terms to writing, and it will be signed by the Village and the Police.

6.3.8 Step 8. The record of the mediation will be closed and inadmissible in any subsequent proceeding unless a written resolution is reached, in which case the record will be admissible solely to interpret or apply the resolution, if necessary.

6.3.9 Step 9. Either party may request the Mediator give it an oral advisory opinion.

6.3.10 Step 10. Written material presented to the Mediator or to the other party shall be returned to the party presenting that material at the termination of the mediation conference.

6.3.11 Step 11. The jurisdiction of the Mediator will not extend to proposed changes in hours of employment, rates of compensation, or working conditions.

6.3.12 Step 12. Any resolution of the issue being mediated, whether by mutual agreement of the parties or imposition by the mediator, is to be considered binding.

6.4 Withdrawal of Grievance

A grievance may be withdrawn by the Police at any time during Step 1, 2, 3 or 4 of the grievance procedure, and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievance.

6.5 Representation

A grievant may be represented by a Police officer, or a nonemployee Police representative at any step of the grievance procedure. The Village agrees to release with pay the grievant and one Police representative as necessary to proper presentation of a grievance at a mediation hearing.

6.6 Grievances Affecting More Than One Employee

A grievance which affects a number of employees may initially be presented by the Police at Step 2 of the grievance procedure.

6.7 Payment of Settlement

Grievance settlements which involve payment of wages or other remuneration shall be paid within Thirty (30) calendar days.

6.8 Time Limits

The time limits set forth in this grievance procedure may be extended by mutual written agreement only. Grievances which the Police fail to process according to the time limits set forth in this Terms of Employment shall be considered settled in favor of the Village and in accord with the Village's last response.

ARTICLE 7 – DISCIPLINE

7.1 The parties recognize that discipline is essential to the operation of the Police Department and agree that fair discipline is necessary for the public interest, the morale of the Police Department, and the welfare of the employees. The Village may take disciplinary action for just cause.

7.2 Investigations and Right to Representation

7.2.1 The Village may conduct investigations of alleged misconduct by an employee and may require a member of the bargaining unit to submit written reports, either by general or specific order. A member of the bargaining unit must, upon direction of the Chief of Police or his designated representative, respond completely and truthfully to all questions asked of him which relate to the alleged misconduct. The responses by the employee, either written or oral, shall be subject to the following:

7.2.1.1 Reports or responses to questions may be used only in the application of administrative justice and may not be used at any stage of any criminal proceeding against the employee.

7.2.1.2 The reports and responses to questions may be used by the Village in taking appropriate actions and in defending such actions with respect to discipline or discharge of the employee.

7.2.1.3 Failure by an employee to complete the report or to respond to a relevant question may be deemed refusal and may result in disciplinary action.

7.2.2 When a supervisor schedules an employee for an investigative Conference for the purpose of determining whether the employee has committed an infraction which could result in a disciplinary action of record (written reprimand, suspension, or dismissal), the employee has the right to be represented at such conference by a Police employee representative or the Officer Coordinator or another member of the Bargaining Unit. If an employee requests a representative and a representative is not available at the scheduled time of the conference, the conference may be postponed by the employee for a reasonable time not to exceed seven (7) days so that the employee can obtain a

representative. An investigative conference is a meeting between an employee and his supervisor at the prescribed time and place after the occurrence of the alleged offense. An on-the-spot interview is an exception to this definition. No such investigative conference shall be held until the employee has had the opportunity to obtain such representation or has waived in writing such right.

7.2.3 An on-the-spot interview during, immediately afterwards, or at the first convenient time in relationship to the circumstances and the event in question, does not require the presence of any employee representative but an employee may have one if available. This initial interview will be to gain knowledge as to the facts of the event and will be conducted as soon as practicable. Nothing obtained at this interview may be used for criminal charges.

7.3 Minor Violations.

7.3.1 A minor violation is an infraction, the seriousness of which merits a penalty no greater than an oral or written reprimand. In the interest of fair and expeditious corrective action, an employee who has allegedly committed a violation of a minor nature relating to his performance may be interviewed by the Village prior to oral correction and counseling of the employee.

7.3.2 An oral reprimand is an official action of record and shall be noted as such by a supervisor. Such reprimand may be used in subsequent discipline. However, reprimands noted two years prior to any administrative hearings are to be treated as confidential and shall not be considered in determinations for future disciplinary action with the exception of repeated violations of rules, regulations, and/or procedures demonstrating a continuing course of conduct which may be considered for future serious disciplinary action for up to five years prior to any administrative hearing.

7.3.3 The principles of progressive disciplinary action will be followed with respect to minor offenses such as, but not necessarily limited to, tardiness and absenteeism. The progression, where appropriate, will at least include an oral reprimand, a written reprimand, and a suspension prior to dismissal.

7.4 Major Violations.

7.4.1 A major violation is an infraction, the seriousness of which merits a penalty of loss of accrued vacation, suspension, reduction (demotion), or dismissal.

7.4.2 Pre-Disciplinary Conference.

7.4.2.1 An employee who is suspected of committing a major violation shall be entitled to a pre-disciplinary conference with the chief, or his designated representative. The pre-disciplinary conference shall precede the preparation of formal charges against the employee.

7.4.2.2 An employee shall be given written notice of a pre-disciplinary conference not less than forty-eight (48) hours prior to the conference. The notice shall contain a brief statement of the alleged misconduct and shall advise the employee of his/her right to have a police representative at the conference.

7.4.2.3 A pre-disciplinary conference is not a formal hearing and is intended only to allow the employee an opportunity to explain his/her actions, or to present to the employer other evidence, or a rationale, which might cause the employer to refrain from or otherwise alter its intended course of action.

7.4.2.4 An employee receiving notice of a pre-disciplinary conference shall attend such conference unless the employee provides to the Chief a written waiver of his/her right to a pre-disciplinary conference.

7.4.3 Notice of Disciplinary Action. Following the pre-disciplinary conference, or receipt of a waiver of a right to a pre-disciplinary conference, the Village shall, if further action is to be taken, prepare a notice of disciplinary action.

7.4.3.1 A notice of disciplinary action shall contain a concise statement of the charges against the employee, with sufficient specifications to allow the employee to prepare a defense. The notice shall state the penalty imposed and the effective date.

7.4.3.2 A notice of disciplinary action shall contain the following statement:

As a member of the bargaining unit, you have the right to appeal this action by filing a notice of intention to arbitrate. You have no right to appeal against this action to the Civil Service Commission. If you intend to appeal, you, or your representative, must file the intent at the arbitration level of the grievance procedure within twenty-one (21) days of the receipt of this notice of disciplinary action.

7.4.3.3 Service of Notice of Disciplinary Action. A notice of disciplinary action shall be served on the employee by personally delivering such notice to the

employee, or by mailing the notice to the employee at his/her most recent address of record with the Village.

7.5 Relief from Duty. An employee may be relieved of duty by the Chief of Police, when, in the sole discretion of the Chief, he believes that such action is in the best interest of the police division. An employee may be relieved prior to a pre-disciplinary hearing, but such leave shall be with pay. If an employee, or his/her representative, requests a continuance, or other delay of the pre-disciplinary hearing, such additional time off shall be without pay unless otherwise agreed to.

7.6 Personnel Files. Every employee shall be allowed to review the contents of his personnel file at all reasonable times, upon written request.

7.7 Performance Evaluations. Signatures of employees may be required on performance evaluations, and such signing shall only mean that the employee has read the evaluation. No subsequent evaluation comments may be made on record copies after the employee has signed.

7.8 Other Records. Unsubstantiated or unproven allegations of misconduct made against an employee and appearing in the employee's personnel file shall be removed upon written request of the employee.

7.9 Appeal. All suspensions, reductions and terminations shall be appealable through the arbitration provisions of the grievance procedure. A notice of appeal through arbitration must be presented in writing to the Chief of Police and the Mayor within twenty-one (21) days after receipt of the notice of disciplinary action. For the purpose of this Section a grievance is not required to be filed.

7.10 The provisions of this Article are intended to prevail over and supersede the provisions of Title VII, and Chapter 124 of the Ohio Revised Code.

ARTICLE 8 – NORMAL HOURS OF WORK

8.1 The Employer and Employees both expressly agree to discussions during the period governed by these Terms of Employment over the establishment of the length of hours of a regular shift shall be reopened if the Chief and Membership mutually agree to modify the schedule and hours worked to improve the efficiency and effectiveness of the department and meeting the needs of Sections 8.1 and 8.2. The Employer retains the right to establish the regular shift length in the event of one or more of these occurrences during the period governed by these Terms of Employment.

8.2 With the prior approval of the Chief of Police or designee, an employee may exchange days off or work shift assignments with another employee. Such exchanges shall not affect the pay status of either employee, except that an employee who works an exchange and is subsequently required to work overtime on that same day shall receive the overtime compensation.

This Section does not apply to employees on probation.

ARTICLE 9 – SHIFT SELECTION

9.1 There are thirteen, twenty-eight-day schedule periods per year. Each member of the bargaining unit affected by the patrol schedule will be assigned thirteen twenty-eight-day periods of his/her preferred shift to the extent feasible. It is the Village's intent to use seniority as a guideline in filling preferred schedule periods or to use inverted seniority to fill lesser-preferred schedule periods.

9.2 Shifts will be bid and awarded by seniority to the extent feasible based upon the provisions herein on an annual basis. The bidding process will be held during the fourth quarter of the year prior to December 1st.

9.3 The Village retains the right to manage the schedule and make shift changes to cover emergencies, illness, injury, training, disciplinary moves, vacations, special events, special assignments, compensatory time off, and any other assignment that is considered part of the daily business of the Police Department.

9.4 When an officer is moved to a special assignment for an extended period of time and returns to the schedule in mid-year, that officer may take the schedule vacancy of the person replacing him or her. The officer returning to the schedule will bid for his/her primary shift when the bidding process takes place late in the year.

9.5 When schedule vacancies occur, the vacancy will be offered in order of seniority. Should no senior officer elect to move to the schedule vacancy, the vacancy shall be filled with the person of least seniority. No one officer will be moved more than twice during the yearly schedule period to cover vacancies of more than 28 days. If more vacancies occur, the person with the next lowest seniority will be moved.

9.6 The scheduling officer will have a full year's schedule in the book by January 1 of each year for that year. Officers must understand that the schedule is a guideline and is subject to change to meet the needs and fulfill the mission statement of the Department.

9.7 A Labor-Management meeting may be held semi-annually to review scheduling and the provisions contained herein.

9.8 This Article does not apply to employees on probation.

9.9 The Village will not modify the work schedules of road patrol operations and investigators during the term of this contract, except as follows: the Village retains the right to modify such schedules to meet Village or departmental needs, including but not limited to special assignments, downsizing, layoffs, emergencies, restructuring and training.

9.10 A shift selection made by a Sergeant or Lieutenant may be denied if it results in an excess number of supervisory personnel on one shift.

ARTICLE 10 - OVERTIME PAY, PREMIUM PAY AND COMPENSATORY TIME

10.1 Police officers shall be compensated at a rate of one and one-half (1-1/2) times the regular rate of pay for any hours worked beyond your scheduled shift.

10.2 Police Officers working the new 12 hr. shift schedule (Effective 2023) will be working 84 hours per pay period. In lieu of compensation beyond 80 hours per pay period, each Police Officer will be entitled to 1 Kelly Day every 6th week. ***Any Kelly Day which has been accrued but unused as of the date of an employee's termination of employment for any reason will be paid out in the employee's final paycheck.***

10.3 Police officers shall be guaranteed four (4) hours straight "comp time" for off duty appearances in the St. Bernard Mayor's Court. Appearances taking longer than three (3) hours will be compensated at the rate of one and one-half (1 and 1/2) times the number of actual hours spent in court, in "comp time."

10.4 Police officers shall be guaranteed a minimum of three (3) hours straight "comp time" for off duty appearances in any other court of law. Officers coming off of night shift (7 pm to 7 am) that have to appear in Municipal Court will be guaranteed a minimum of (4) hours of straight "comp time". Appearances taking longer than two (2) hours will be compensated at the rate of one and one-half (1-1/2) times the number of actual hours spent in court, in "comp time."

10.5 Police officers shall be guaranteed one (1) hour of straight "comp time" for travel purposes to court other than St. Bernard Mayor's Court.

10.6 Police officers shall have the choice of overtime pay or "comp time" for work performed in excess of the regularly scheduled hours with the exception of court appearances, except that the Village shall have the right to pay overtime pay in order to comply with the Fair Labor Standards Act.

10.7 A police officer who is acting as a Field Training Officer, as designated by the Chief of Police, shall receive one and a half (1.5) hours of straight "comp time" for each full shift where that Field Training Officer is actively training another officer.

10.8 Police officers can accumulate two hundred forty (240) hours of comp time at any time. Accumulations over two hundred forty (240) shall be paid to the officer at the regular hourly rate of compensation, or at the discretion of the Chief, the time shall be taken off within thirty (30) days after notice to the officer by the Chief of Police.

10.9 The accumulation period for compensatory time shall commence on the anniversary date of this Agreement and shall begin anew each anniversary date thereafter.

10.10 Time off taken from regularly scheduled work hours from (each annual starting date of the contract) to December 1st of any year shall be removed from the preceding contract year's accumulated "comp time". If the officer has no accumulated comp time from the preceding year, the time shall be deducted from the current year's accumulated "comp time".

10.11 Any accumulated "comp time" from the preceding contract year remaining after December 1st shall be paid to the officer in the final pay period of the calendar year, at the regular, hourly rate of compensation from the salary level of the preceding contract year.

10.12 Call-In-Pay: A police officer who is called in to work outside his normal work shift shall be guaranteed a minimum of two (2) hours at one and one-half (1-1/2) times the regular rate of compensation.

10.13 Any employee who accepts overtime by virtue of a dispatcher being unable to work an entire shift, shall be paid only for the additional hours worked and not the call-in minimum as described in Section 11.10.

10.14 Use of accumulated compensatory time must be approved by the Chief, or his designee. Approval shall not be unreasonably withheld.

10.15 The following rules shall apply as to the using of comp time:

- A. The election of overtime pays or compensatory time is solely the right of the Employee, and he/she shall so indicate his/her election when reporting the overtime worked.
- B. Requests for comp time will be considered as long as it does not create a staffing shortage.
- C. Requests for compensatory time off in conjunction with vacation shall be considered.
- D. Employees may cash in all or part of their accrued comp time at any time during the year at the rate of pay it was earned.

10.16 No member shall receive compounded or pyramided premium pay or time. A member receiving a guaranteed minimum number of hours for a court appearance shall not receive any additional compensation or time for another court appearance within the two-hour period commencing with the first court appearance.

10.17 Employees who work during the daylight savings time changes in the spring and fall of the year shall be credited for the scheduled hours worked. There shall be no loss or gain to the employee due to daylight savings time.

ARTICLE 11 – NO STRIKES

11.1 The Police agree that there shall be no strikes of any kind. The term, “strike”, shall have the same definition for purposes of this Agreement as contained in 4117.01 (H) of the O.R.C. and include any effort to use sick leave for the purpose of withholding services. Any employee who abstains from performance of his or her assigned duties in a normal manner without permission, shall be presumed to have engaged in such a strike. In the event that any employee is engaged in any violation of this Article, the Police shall, upon notification by management, immediately order such employees to resume normal work activities and shall publicly denounce any violation of the Article.

Commented [TW1]: Corrected typo

11.2 The Police covered by this Agreement shall not, in any way, authorize, assert, encourage, participate in, sanction, ratify, condone, or lend support to any strike. Any strike of the employees entered into, or any strike called for by the Police, shall constitute a breach of this Agreement and shall abrogate the obligations of the Village under this Agreement. In addition to any rights which the Village might have under Ohio law, the Village shall have the right to impose discipline up to and including discharge for any employee who authorizes, asserts, encourages, participates in, sanctions, ratifies, condones, or lends support to any strike. In the event of a strike, Police officers and representatives will continue to carry out their duties as employees and will take positive action to bring the strike to an end.

ARTICLE 12 – SENIORITY

12.1 Seniority shall be defined as the length of continuous, permanent, full-time service from the employee’s date of hire. Seniority shall not be available to employees during their probationary period but shall be retroactive to the date of hire upon successful completion of the probationary period.

12.2 Seniority shall be lost when an employee: (1) resigns; (2) is discharged; (3) is laid off and not recalled within three (3) years; (4) is off the payroll for any reason whatsoever except for military service for one (1) calendar year.

ARTICLE 13 – LAYOFF AND RECALL

13.1 For purposes of this Article, “Job Abolishment” has the same meaning as “layoff”. When the Employer determines that a long-term layoff is necessary, he shall notify the affected employees fifteen (15) calendar days in advance of the effective date of the layoff. Employees will be notified of the Employer’s decision to implement any short-term layoff, lasting nine (9) working days or less, as soon as possible. Any layoff in the bargaining unit shall be instituted in accordance with seniority, as defined in Article 12 of this Agreement. Layoffs shall be within the classification group. The classification groups are as follows:

Lieutenant
Sergeant
Patrol Officer

Any employee reassigned as a result of a layoff or job abolishment must demonstrate that he/she can perform the duties of the particular position to which he/she is reassigned.

13.2 The employee in the classification group subject to layoff shall be notified of a layoff. The less senior employee in the classification group shall be laid off. If the laid off employee is a Sergeant or Lieutenant, he/she may displace the less senior employee in the classification group directly below them, provided the laid off Sergeant or Lieutenant possesses all qualifications and certifications required for that particular position, and (1) the Sergeant/Lieutenant has previously held that position or one substantially similar to it, or (2) the Sergeant/Lieutenant can demonstrate that he/she can perform the duties of the particular position. Any employee who displaces pursuant to this Section shall be paid at the rate assigned to the classification he/she displaces into. This provision applies only to bargaining unit employees and bargaining unit positions.

13.3 In the event of a job abolishment or layoff employees shall be placed on a recall list for a period of three (3) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the work section to which they are recalled. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of the recall. Any training required in this Section shall be at the Employer’s expense.

13.4 Notice of recall shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

13.5 The recalled employee shall have five (5) calendar days following the date of the receipt of the recall notice to notify the Employer of his/her intention to return to work and shall have fourteen (14) calendar days following the receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

13.6 This Article is intended to be the exclusive provision relating to job abolishment, layoff, and recall of bargaining unit members. This Article shall supersede Ohio Revised Code, Section 124.37 and any other Civil Service Law which may regulate a reduction in force in a Police Department.

ARTICLE 14 – WAGES

14.1 The wages paid to employees in classifications covered by these Terms of Employment are set forth below. Employees in the step program are not entitled to a percentage raise other than the ~~3-5%~~ 4.00% increase that was added to each step. *Such 4.00% increase will be effective at the beginning of the first pay period following January 1, 2025.*

Patrol Officer	STEP 1 1 year of service	STEP 2 2 years of service	STEP 3 3 or more years of service
Effective 2023 3.5% 2025 4.00%	\$63,364.96 \$70,000	\$69,350.00 \$79,000	\$71,912.27 \$88,166.00
2024 3.5%			\$84,879.20
Sergeant/Investigator 7% Diff. from 3 rd Step PO			
2023			\$87,646.13
2024-2025			\$90,713.74 \$94,337.62
Lieutenant 14% Diff. from 3 rd Step PO			
2023			\$93,379.95
2024-2025			\$96,646.29 \$100,509.24

14.2 The Employer may determine the appropriate placement of new police officer hires within the pay steps established by this labor agreement, but in no case shall a new hire be placed higher than step 2. A new hire placed in a higher step will proceed to the subsequent step on each anniversary date of his or her hire. For all other benefits, the new hire shall be granted benefits according to the years of service with the Village of St. Bernard.

14.3 Each Lieutenant, Sergeant and Patrol Officer working a regularly scheduled position on the night shift shall receive a shift differential of \$1.00/hr. for each hour worked on the night (7 pm to 7 am) shift. The shift differential shall not be used for the

purposes of calculating overtime payments. A Lieutenant, Sergeant or Patrol Officer from the first shift who is held over and working overtime on the second/night shift shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay for such overtime.

14.4 Shift differential will be paid bi-annually in the 1st pay period in May and November (Same as holiday pay).

14.5 Patrol Officers only (No Sergeants or Lieutenants) will receive a retention bonus of 2% that will be paid at year end.

ARTICLE 15 – HOLIDAYS

15.1 In lieu of celebrated or scheduled Holidays, bargaining unit employees shall receive one hundred six (114) hours holiday pay in two (2) separate checks. Fifty-seven (57) hours payable on the first pay date in November, and fifty-seven (57) hours payable on the first pay date in May of each year.

15.2 The provisions of this Article are intended to prevail over and supersede Section 124.19 of the Ohio Revised Code.

ARTICLE 16 – VACATION WITH PAY

16.1 Vacation Leave.

16.1.1 To be entitled to vacation, a new employee must complete more than six months of service in his first calendar year of employment. After more than six months of service, the employee will receive one day of vacation for each completed month of service in that calendar year, but not to exceed eleven (11) days of vacation.

16.1.2 In the calendar year the employee completes one (1) year of service, he shall be entitled to eleven (11) days of vacation. In the calendar year the employee completes two (2) years of service, he shall be entitled to thirteen (13) days of vacation. In the calendar year the employee completes three (3) years of service or more, he shall be entitled to fifteen days of vacation.

16.2 Seniority Vacation Leave.

16.2.1 Seniority vacation shall be provided as follows:

16.2.1.1 In the calendar year in which an employee completes five (5) years of service, he shall receive two (2) days of seniority vacation leave.

16.2.1.2 In the calendar year in which an employee completes ten (10) years of service, he shall receive four (4) days of seniority vacation leave.

16.2.1.3 In the calendar year in which an employee completes fifteen (15) years of service, he shall receive six (6) days of seniority vacation leave.

16.2.1.4 In the calendar year in which an employee completes twenty (20) years of service, he shall receive ten (10) days of seniority vacation leave.

16.2.1.5 In the calendar year in which an employee completes twenty-five (25) years of service, he shall receive twelve (12) days of seniority vacation leave.

16.2.1.6 Any person hired after July 1, 2013 shall receive the following: 5 – 9 yrs./two (2) days of seniority vacation leave, 10 – 14 yrs./three (3) days of seniority vacation leave, 15 years or more/nine (9) days of seniority vacation leave.

16.3 Prior Credit.

16.3.1 An employee is entitled to have his prior service with any Village agency of St. Bernard as if it were service with the department for the purpose of computing the amount of the vacation leave and seniority vacation to which he is entitled. The anniversary date of his employment, for the purpose of computing the amount of his vacation leave, is the anniversary date of such prior service.

16.3.2 An employee hired as a lateral transfer from another law enforcement agency will be granted credit for prior service for purposes of calculating their vacation benefit with the Village of St. Bernard at a rate of one (1) year of credit for every five (5) years of prior service. Such credit will be applied upon the employee first being credited with vacation leave with the village. There shall be no proration of service in increments of less than five (5) years prior credit.

ARTICLE 17 – SICK LEAVE

17.1 Sick Leave Provisions.

17.1.1 For employees who have completed ninety (90) days of service, sick leave will be granted at the rate of ten (10) hours for each completed month of service. There will be a two thousand and eighty (2080) hour limit to be used upon the approval of the appropriate Police Chief and/or Safety Director of the Village for any of the causes set forth below:

- a. Absence due to personal illness,
- b. Absence due to personal injury,
- c. Exposure to contagious disease which could be communicated to other employees,
- d. Serious illness, or injury in the employee's immediate family: (husband, wife, father, mother, sister, brother, son, daughter, step child, step parent), where no other member of the family is available to render assistance,
- e. Pregnancy of the employee,
- f. to attend to a spouse at childbirth and **parental bonding time** ~~four~~ **days** thereafter. **Attending to a spouse at childbirth and the parental bonding time thereafter will be provided for a maximum of eighty-four (84) hours (seven (7) consecutive work days), the first forty-eight (48) hours of which will not be deducted from an employee's sick leave or other accrued leave balance. The remaining thirty-six (36) hours, if taken, will be deducted from the employee's sick leave balance.**
- g. Death in the immediate family.

17.1.2 Extension. The Chief may grant the use of sick leave/funeral leave, or expand the definition of immediate family whenever, in the judgment of the Chief, substantial merit for such an exception has been shown.

17.2 Payment for Accrued but Unused Sick Leave Upon Retirement

17.2.1 Retirement in this section means disability or service retirement from the Village of St. Bernard, Ohio under any state or municipal retirement system applicable to the Village of St. Bernard, from which the employee will begin drawing benefits immediately.

17.2.1.1 For employees hired on, or after, December 21, 1985: employees may accumulate up to two hundred twenty-five (225) days but shall have the right to convert only one hundred twenty-five (125) days (1000 hours) at the employee's rate of pay at the time of retirement.

17.2.1.2 Any person hired after July 1, 2013, effective from the date of this contract, shall have the right to convert (400 hours) at a rate of 1-1.

17.3 Payment under the above section shall be based upon the employee's rate of pay at the time of retirement and eliminates all sick leave credit accrued but unused by the employee at the time payment is made. Any such member who elects to convert sick leave time to pay shall elect in writing to take such pay at a rate of one-third (1/3) per year for a period of three (3) years, or one-half (1/2) per year for the last two (2) years of his/her deferred retirement provided that the member remains employed by the Village of St. Bernard for such period after electing deferred retirement. The sick leave converted to pay shall be at the current rate in effect for the member's classification. Upon the death of an employee who was employed by the Village at the time of death, the designated beneficiary, surviving spouse, or estate of the employee shall be paid for the value, as established under Section 2, of the accrued but unused sick leave to the employee at the time of death.

17.4 The Chief of Police may require any member requesting sick leave to provide a written statement from the member's licensed medical practitioner, explaining the reason why the member is unable to carry out the duties of his/her assignment. The Chief shall have the right to develop a form for this purpose.

17.5 The failure to provide a written statement upon request shall be grounds for denial of sick leave pay and may be grounds for disciplinary action.

17.6 Falsification of either a written signed statement or a physician's Certificate shall be grounds for disciplinary action including dismissal. All physician statements or certificates shall state the reason for the illness or injury together with an explanation as to why the employee cannot perform his or her job duties, or responsibilities.

17.7 The provisions of the Article are intended to prevail over and supersede section 124.38 of the Ohio Revised Code.

17.8 Any employee who does not use a sick day for a four (4) month period shall earn 1 additional Personal Day. The four-month periods will be January-April, May-August, and September-December.

ARTICLE 18 – DEFERRED COMPENSATION PLAN

18.1 The Village of St. Bernard shall pay fifty dollars (\$50.00) per pay period to an employee's Ohio Public Employees Deferred Compensation Program 457 (b). An employee shall not be entitled to this benefit if the employee is not contributing at least the minimum amount per pay period to the program. It is the responsibility of the employee to set up his/her account to be eligible for this benefit.

ARTICLE 19 – FUNERAL LEAVE

19.1 A member shall be entitled to use sick leave for the purpose of attending the funeral of a family member. Normally, one day will be granted for attendance at a funeral

except that in case of death of a spouse, child or parent, three days of sick leave will be the norm. Additional leave may be granted by the Chief of Police.

19.2 For the purposes of this Article, the family shall be defined as spouse, child, parent, brother, sister, brother-in-law, sister-in-law, parent-in-law, son-in-law, daughter-in-law, step-mother, step-father, step-child, grandparent, grandchild, God-child.

ARTICLE 20 – RECUPERATIVE LEAVE

20.1 After use of five (5) days accumulated sick leave, employees shall be granted leave up to one calendar year, with full pay and continued benefits for absence due to a disabling injury or illness which arises out of, and occurs in the scope of, the employee's activities while on active duty. If the disability continues for more than five (5) days, the employee shall be credited with five (5) sick leave days. Under aggravated circumstances, the Chief may waive the five-day requirement for crediting the five days personal sick time use.

20.2 Aggravation or reoccurrence of a previously sustained work-related injury shall not be compensable under this provision after six (6) months from the date of the original injury unless the aggravation or reoccurrence arises out of, and occurs in the scope of the employee's activities while on active duty. A disabling injury or illness resulting from an employee's own negligence or horse play shall not be compensable under this Article. A new and separate injury to the same body part shall not be deemed aggravation or reoccurrence of a previous injury.

20.3 Pay received under this provision shall be reduced by any compensation received from the Bureau of Workers Compensation or from any other source which is intended to provide payment for lost wages. The Village shall have the right of subrogation against any person who causes the employee's disability.

20.4 In order to be eligible for recuperative leave, it shall be necessary that the injured officer obtain a certificate from a licensed physician, stating that such officer, because of such injury, cannot perform the regular or ordinary duties as a police officer, or any other light duty assignment which may be available. Said physician shall also provide a statement of the anticipated duration of the disability. Upon request of the Village, the officer shall submit to a physical examination by a licensed physician selected by the Village. If it is determined by the Village's physician and the officer's physician that the officer is permanently disabled to be unable to perform the regular or ordinary duties as a police officer, then the employee shall promptly submit a proper application for disability retirement to the Police and Firemen's Pension Fund. The determination of disability retirement eligibility by the Police and Firemen's Pension Fund shall be binding upon the officer and the Village. Any officer who is determined to be eligible for disability retirement shall retire immediately. If the officer applies for disability retirement under

the Police and Firemen's Pension Fund, the recuperative leave shall continue until the final determination.

ARTICLE 21 ~~R~~ MILITARY LEAVE

21.1 The Village shall comply with military leave provisions as set forth in state and federal law.

21.2 A copy of the applicable laws will be made available to the bargaining unit.

ARTICLE 22 – EDUCATION AND TRAINING

22.1 Educational Assistance.

22.1.1 The expenses for permanent full-time employees who are required by the Chief to attend training schools, seminars, or other instructional or educational programs including examinations to increase their knowledge and further their competency in their occupation with the Village, shall be paid by the Village as follows:

22.1.1.1 Registration fees, tuition charges for the training school, seminar, or educational or other instructional programs.

22.1.1.2 The Village shall pay for meals when not provided in the tuition.

22.1.1.3 The Village shall pay current IRS mileage allowance for car expenses when an employee is not provided with a Village-owned vehicle. But train or air fare at tourist rate is provided for lengthy trips when travel is approved by the Chief of Police.

22.1.1.4 Single occupancy hotel or motel charges when lodging is not provided as a term of tuition payment.

22.1.1.5 Salary or hourly rate will be paid when schools or training are scheduled during regular working hours. All such required and authorized schools or training of at least six (6) scheduled hours shall be counted as the employee's regular day, including driving time to and from training sites within a forty (40) mile radius of the St. Bernard Police Department.

22.1.2 Checks are to be issued in advance for paragraph 1 of this section. Expenses shall be verified by the employee by submitting an itemized expense account for paragraphs 2 through 5 within fifteen (15) days of completion. The Village will pay \$8.00 for lunch money for one-day of training schools or seminars where lunch is not included in the tuition cost, and it is not feasible for the officer

to eat at home. Employees attending multi-day training shall receive reimbursement of up to \$35.00 per day for meals. The employee must submit receipts prior to reimbursement.

22.1.3 In the event of overpayment of established expenses, the employee shall deliver payment for the difference when filing his expense account. In the event of underpayment, the Village shall issue a check for the difference on or before the date of the paycheck of the employee for the next day period.

22.2 The Village will pay one-half of the tuition cost for any college credit course, provided that the employee has received written approval of the Chief of Police to enter such course of instruction and has received a passing grade. A copy of the grade report and statement of charge will be submitted for verification of the tuition reimbursement request.

ARTICLE 23 – LONGEVITY PLAN

23.1 All members who have completed five or more years continuous service as set forth below shall receive longevity pay. Payment shall be made during the first full pay period in January.

23.2 The amount paid for length of continuous service shall be as follows:

23.2.1 In each January of the calendar year in which a member completes or has completed five (5) years of continuous service, until the calendar year in which the member completes nine (9) years of continuous service, the member shall receive \$350.00.

23.2.2 In each January of the calendar year in which a member completes or has completed ten (10) years of continuous service, until the calendar year in which the member completes fourteen (14) years of continuous service, the member shall receive \$525.00.

23.2.3 In each January of the calendar year in which a member completes or has completed fifteen (15) years of continuous service, until the calendar year in which the member completes nineteen (19) years of continuous service, the member shall receive \$700.00.

23.2.4 In each January of the calendar year in which a member completes or has completed twenty (20) years of continuous service, until the calendar year in which the member completes twenty-four (24) years of continuous service, the member shall receive \$850.00.

23.2.5 In each January of the calendar year in which a member completes or has completed twenty-five (25) years of continuous service, the member shall receive \$1,000.00.

23.2.6 Any person hired after July 1, 2013, is eligible for the following longevity pay: 5-14 years/\$350.00, 15-24 years/\$525.00, 25 and over/\$700.00.

ARTICLE 24 – INSURANCE

24.1 Hospitalization. Medical Care.

24.1.1 Hospitalization, medical, dental, and optical care insurance shall be provided through a plan of self-insurance, or through a health insurance carrier. The Village shall have the exclusive right to determine whether to continue as a self insurer or to contract with a health insurance carrier. The Village shall have the exclusive right to contract with and/or change carriers, provided that benefits remain substantially equal. Benefits are deemed substantially equal when a reduction is offset by an enhancement of equal or greater value as determined by an actuary or neutral insurance professional.

24.1.2 The plan summary description for the Village of St. Bernard will serve as the plan documents, which will be summarized in appendix “A.” This will hereby establish the schedule of benefits, rights and privileges which shall pertain to the employees and eligible dependents of those employees. Members who subscribe to the Village’s health insurance plan shall contribute to the cost of health insurance through the deductibles and co-pays listed in appendix “A.”

The Village shall notify the Police of any proposed changes in insurance carriers and shall meet with the Police prior to changing insurance carriers. However, nothing shall restrict the right of the Village to change insurance carriers so long as benefits are substantially equal.

24.1.3. The police agree that the medical insurance plan provided under this agreement may change if the Village/Employee Health Insurance Committee selects a new health insurance plan for Village employees. The plan selected by the Health Insurance Committee shall become the health plan for bargaining unit members. The insurance committee shall be comprised of representatives of the Village Administration and employee representatives from the Local No. 450, St. Bernard Fire Fighter Union, I.A.F.F. and the St. Bernard Police Department

Employees, the Service Department Association and non-bargaining unit personnel.

24.1.4 Plan changes made unilaterally by a carrier shall not be deemed a reduction in benefits and are not subject to the grievance proceedings or arbitration.

24.2 Dental/Optical Insurance

24.2.1 The Village will provide a group dental/optical insurance plan. The schedules of benefits provided under such plan are set forth in Appendix "B" of this Agreement. The cost of the premium will be paid by the Village.

24.2.2 Plan changes made unilaterally by a carrier shall not be deemed a reduction in benefits and are not subject to grievance proceedings or arbitration.

24.3 Life Insurance.

24.3.1 The Village shall provide term life insurance for each member in the face amount of Sixty Thousand Dollars (\$60,000.00).

ARTICLE 25 – POLICE REPRESENTATIVES

25.1 Employee Representatives.

25.1.1 The Police may select from the bargaining unit a maximum of three (3) employee representatives who may investigate and process grievances and represent employees as provided in the Discipline section of this Agreement. The Police shall provide the Chief with a list of the designated representatives and shall advise the Chief in writing immediately of any changes in the list.

25.1.2 A representative shall be permitted a reasonable amount of time during his regular duty hours without loss of pay or benefits to investigate and process grievances. A representative shall notify his immediate supervisor that he requires time to handle a grievance and shall obtain the approval of the supervisor before spending duty time on the grievance matter. It is the intention of the parties that grievances be promptly and properly handled without interfering with the work assignment of either the grievant or the representative.

25.1.3 Neither a grievant nor his representative will receive compensation for time spent on grievance matters other than the reasonable time during duty hours described in this section and/or as specifically provided in the grievance procedure.

25.2 Negotiators.

25.2.1 The Police may designate up to three members of the bargaining unit to serve on its negotiating committee at any bargaining session in which the patrolmen and police supervisors are jointly bargaining. The Police shall inform the Mayor of the identity of the persons so designated at least sixty (60) days prior to the expiration of this Agreement or any extensions hereof. Any committeeman who is scheduled for duty during the time of negotiation sessions may attend the negotiation session during his scheduled duty hours. Any committeeman on duty may be relieved from duty one hour before a negotiation session to meet and confer with the other committeemen. The committeemen will be compensated at their regular rate for their scheduled duty hours during which they attend negotiation sessions and during the hour preceding each session. At the end of the negotiation session, a committeeman shall return to his regular assignment if the session ends before the end of his regularly scheduled shift. In the event of an emergency or if, in the judgment of the Chief of Police, a committeeman is needed for duty the committeeman may be required to leave the negotiation session and return to duty. The Village will make a good faith effort to schedule the hours of committeemen so that they will have sufficient time to sleep between the end of their shift immediately preceding the negotiation session and the beginning of the negotiation session.

25.3 Bulletin Board.

25.3.1 Bulletin board space will be provided within the Police Department facility for use by the FOB and members of the bargaining unit. The Village may post notices on the board of matters relating directly to police business and vacancies within the Police Department. The FOP may post on the board notices relating to recreational and social events applicable to members of the bargaining unit; election and election results; general membership meetings and other related business meetings; general FOB business of interest to members of the bargaining unit.

ARTICLE 26 – UNIFORMS

26.1 The Village will provide all uniforms as prescribed by the Chief for police officers. Officers will be permitted to purchase footwear each year to a maximum cost of one hundred fifty dollars (\$150.00) or footwear valued between one hundred fifty-one and three hundred dollars (\$151.00-\$300.00) every two years.

ARTICLE 27 – DESIGNATED OFFICER IN CHARGE

27.1 Effective, January 1, 2023, the position of OIC will no longer exist. Each of the four (4) platoons will consist of one (1) Lieutenant, one (1) Sergeant, and 2 Patrol

Officers. At no time will there be the absence of both a Lieutenant and Sergeant. A member of the command staff must be on duty at all times.

ARTICLE 28 – INTEGRITY OF AGREEMENT

28.1 The Village and the Police agree that the terms and provisions contained in this written Agreement constitute the entire agreement between the parties and supersede all previous communications, understandings, or memoranda of understanding pertaining to any matters set forth on this Agreement or to any other matter.

28.2 The Village and the Police agree that during the negotiations which preceded this Agreement, each party had the unlimited right to make any demands or proposals and to bargain about each proposal made. The parties further agree that during the term of this Agreement, each voluntarily and unqualifiedly agrees to waive its right to bargain with respect to any matter whatsoever whether such matter is contained in this Agreement.

28.3 Nothing herein shall prohibit the parties from mutually agreeing, in writing, to amend the terms of this Agreement. Nothing herein shall permit the Village to institute unilateral changes which are defined by law as mandatory subjects of bargaining, without first bargaining with the Police.

ARTICLE 29 – GENERAL

29.1 Liability

29.1.1 All members shall be protected from liability claims, for acts arising out of and in the scope of the performance of their duties, by the Village of St. Bernard.

29.2 Donation of Compensatory Time.

29.2.1 Any member of the bargaining unit may donate all or part of his accumulated compensatory time to another member who has exhausted his sick leave, compensatory time, and vacation leave. Compensatory time may be transferred for use by another member only for absences which the other member could charge for sick leave.

29.2.2 A member donating compensatory time to another member must sign an authorization designating the number of hours donated and the employee to whom the donation is made.

29.3 Safety Committee.

29.3.1 The Village agrees to respond in a responsible manner to recommendations relating to the safety of officers from the Police.

29.3.2 It is the responsibility of the Village to provide and maintain safe working conditions, equipment, and work methods for its employees. It is the responsibility of employees to comply with all rules and regulations relating to safety issues.

29.4 C-9 Trust Fund.

29.4.1 For members hired prior to December 31, 2009, the Village agrees to maintain and assume responsibility for the solvency of the C-9 Trust Fund. Payments awarded by a Village appointed Board of Trustees of which at least one board member shall be a retired member of the St. Bernard Police Department Employees, Ohio Labor Council, Inc. and at least one member shall be an active member of the St. Bernard Police Department Employees, Ohio Labor Council, Inc. This benefit will not be available to members hired after December 31, 2009.

ARTICLE 30 – PERSONAL DAYS

30.1 Each employee shall receive five (5) personal days each rolling year of the current Contract. Personal days may be used by the employee as they wish with prior notice to a Supervisor or Officer in Charge. However, personal days may not be used if such use will result in overtime and vacation and sick days shall have priority over personal days.

30.2 Personal days shall not accumulate from year to year, nor shall they be paid out on a yearly basis. The only times an employee shall be paid for personal days not used are if they are denied use and the rolling year ends and/or upon retirement of an employee where the use has been denied.

ARTICLE 31 – SAVINGS CLAUSE

31.1 Should a court of competent jurisdiction determine that a provision of this Agreement is illegal, then such provision shall be automatically terminated. The remainder of the Agreement shall continue in full force and effect. In the event that a provision is determined to be unlawful, the Village and the Police shall promptly meet for the purpose of negotiating a lawful alternative provision.

31.2 This Agreement supersedes and replaces all pertinent statutes, rules, and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail.

ARTICLE 32 – IMPASSE PROCEDURES

32.1 In the event that the Police and the Village are not able to come to a mutual agreement upon terms and conditions of a successor Terms of Employment, both parties agree either party shall send the Safety/Service Director notice within ten (10) calendar days that the dispute is being submitted to mediation. Unless the parties agree to by-pass mediation and proceed to Court, each dispute shall be submitted to mediation pursuant to the procedures outlined below.

Step 1. Mediation proceedings conducted pursuant to this Article will be held in the Village.

Step 2. Each case shall be heard by a single mediator. Mediators will be provided by *Arbitration and Mediation Service* pursuant to a process agreed upon by the parties or by any other method mutually agreed upon by the parties. In the event that the parties cannot agree on a process, the rules of *Arbitration and Mediation Service* shall apply. All Mediator fees and expenses will be shared equally between the parties. Each party will bear the costs and expenses of its participants in the mediation.

Step 3. Cases will be scheduled for mediation conference by mutual agreement of the parties and will be heard in the order in which they were filed unless the parties agree to a different order.

Step 4. The issue mediated will be the same as the issue disputed by the party referring the matter to mediation. The rules of evidence will not apply, and no transcript of the mediation conference will be made.

Step 5. Each party's representative at the mediation conference will be familiar with and prepared to discuss the dispute (s) scheduled for that mediation conference.

Step 6. The mediation process will be informal. The mediator has authority to meet both jointly and separately with the parties.

Step 7. If the parties cannot reach a mutually agreeable settlement, the mediator shall impose a resolution which will be binding upon the parties. Should the mediator impose a resolution upon the parties, the mediator may adopt the position of one or both of the parties in whole or in part. Upon reaching a resolution of the issue being mediated, whether by mutual agreement of the parties or imposition of the mediator, the mediator shall immediately reduce it to writing, and it will be signed by the Village and the Police.

Step 8. The record of the mediation will be closed and inadmissible in any subsequent proceedings unless a written resolution is reached, in which case the record will be admissible solely to interpret or apply the resolution if necessary.

Step 9. Either party may request the mediator give it an oral advisory opinion.

Step 10. Written material presented to the mediator or to the other party shall be returned to the party presenting that material at the termination of the mediation conference.

Step 11. The jurisdiction of the mediator is limited to the dispute(s) presented in the matter before him.

ARTICLE 33 - PREGNANCY AND MATERNITY POLICY

It is the employee's right to continue working while she is pregnant. Any Police Officer, Police Sergeant, or Police Lieutenant who is pregnant and physically capable of performing her regular field duties may, at her discretion, remain in an active-duty position and is not *required* to report her pregnancy to her supervisor. However, it is *recommended* the employee inform her supervisor when she is confirmed as being pregnant. Upon disclosure of pregnancy the employee will be given a copy of her job description and a medical release form for her attending physician to use to assess her ability to perform essential job functions and determine if/when the pregnant employee's duties should be modified. The form must be taken to the health care provider on the employee's next visit. The employee must review the job description and medical release form with the attending physician and have it signed. The completed form must be returned to the employee's supervisor at the next work shift following completion of the release by the physician. The employee may be asked to provide updated medical release forms as her pregnancy continues.

An employee shall not be forced to go on light duty or leave at an arbitrary point during a pregnancy. Upon written request to the Police Chief by the employee, temporary assignment from her regular field position and responsibilities to an alternative, non-hazardous or light duty position will be granted as available. This can be deemed appropriate at any time during the pregnancy. All alternative, non-hazardous or light duty assignments shall be based on Department and Village needs and the limitations determined by the employee's attending physician. Light duty or alternative duty assignments will generally include reassignment to a 40-hour work week. The temporary assignment may not be limited to the Police Department but may be in any Village department, however, the Village shall not be required to expend funds for outside training of the employee to accommodate a request for temporary assignment. Such employee will be held at her current pay grade and step, and will retain her seniority, until she returns to her regular duties as a police officer in the Department. Sick leave and vacation leave shall continue to accrue as set forth elsewhere in these Terms of Employment; additionally, while on temporary assignment, the Village shall continue to pay the employee's health and dental insurance premiums in amount consistent with payments made by the Village prior to the employee taking the temporary assignment.

If, based on personal observation, a supervisor believes the employee is incapable of continuing to perform the regular duties of her field position as a result of her pregnancy, a fitness-for-duty evaluation may be requested of the employee. If the employee's attending physician approves her for continued work in her regular field position, but the supervisor continues to believe the employee is not capable of performing her duties satisfactorily thereby placing herself, her co-workers or the public at risk, the Village may, at its own expense, require the employee to be evaluated by a physician of its choosing. If that independent medical

examination establishes the employee is currently incapable of performing her regular field duties in a safe and satisfactory manner but is capable of light duty work, the employee shall be assigned to an alternative, non-hazardous or light duty assignment, if one is available. If light duty work is not available, the employee may utilize vacation and/or sick leave or take unpaid leave until she has been cleared for return to duty (during pregnancy or post-partum) by the physician evaluating her at the employer's request.

It is not mandatory that the employee inform her supervisor or take a light duty position. There is a risk of causing damage to a developing fetus from activities associated with normal operational duties. At this time, it is unclear whether or not a birth defect caused by such exposure would be covered under Worker's Compensation; therefore, the Department urges caution in this area.

An employee who, on the advice of her attending physician, cannot continue working in any capacity during her pregnancy has the option of using any or all her accumulated leave to date, including sick and vacation time, prior to taking a leave of absence without pay for the duration of the pregnancy, or to immediately request a leave of absence without pay for the duration of the pregnancy, at her discretion. The seniority of the former position shall continue to accrue for the employee during this leave of absence. If the employee wishes to continue to receive the Village sponsored health insurance during any unpaid leave of absence, she is responsible for prompt, monthly payment of her portion of her employee health, life, and dental insurance premiums during the period of unpaid leave.

During pregnancy and the post-partum period, the employee will continue to participate in department-level training or outside training seminars (in accordance with the other provisions of these Terms of Employment) which are not believed to pose a risk to the employee and for which she has her physician's written approval. Participation in such training may continue while the employee is on temporary assignment or unpaid leave. If the employee member has not completed 40 hours of work for the Village prior to completion of the training program, compensation for participation in such training shall be paid at her regular hourly rate, calculated in fifteen (15) minute increments and paid to the next highest increment, for the time actually spent in class/training. If the employee has worked for the Village more than 40 hours in the calendar week in which the training occurs, any time in training over and above that 40 hour weeks will be compensated at 1.5 times her regular hourly rate, calculated in fifteen (15) minute increments and paid to the next highest increment, for the time actually spent in class/training.

The pregnant employee performing the duties of her regular field position will continue to wear her official Department uniform and all safety equipment until the uniform becomes uncomfortable. At that time the employee will be given guidelines for providing her own acceptable maternity clothing. An employee who is given a temporary assignment may wear non-uniform maternity wear appropriate for that position.

Following delivery or termination of the pregnancy, the employee has the option of using any or all of her accumulated leave to date, including sick and vacation time, prior to taking a leave of absence without pay for up to 90 calendar days, or to immediately request a leave of absence, without pay, for up to 90 calendar days, at her discretion. The seniority of the former

position shall continue to accrue for the employee during this leave of absence. If the employee wishes to continue to receive the Village sponsored health insurance during any unpaid leave of absence, she is responsible for prompt, monthly payment of her portion of her employee health, life and dental insurance premiums during the period of for up to three months while the employee is on unpaid leave. Additionally, the employee shall be solely responsible for the payment of any insurance premium should she opt to include the newborn as an insured.

Following delivery or termination of the pregnancy, the employee shall be returned to her previously held position as a police officer upon release for full field duty from her attending physician. (The guidelines for return to duty following delivery is six weeks for a normal, vaginal delivery and eight weeks for delivery by caesarian or other complicated procedure, but can be reassessed by the parties pending unusual circumstances.) Such verification of readiness to work shall be in writing and given to the Police Chief.

If a member becomes temporarily disabled as a result of childbirth or delivery, light duty may be offered during the time of disability and recovery, if available. An employee who becomes temporarily disabled as a result of childbirth has the option of using any or all of her accumulated (paid) leave to date, including sick and vacation time, prior to taking a leave of absence without pay for up to 90 calendar days, or to immediately request a leave of absence, without pay, for up to 90 calendar days, at her discretion. The seniority of the former position shall continue to accrue for the employee during this leave of absence. Additionally, the Village will pay one half of the Village's share for the employee's health, life and dental insurance premiums for up to three months while the employee is on unpaid leave. After the employee has returned to regular field duty and has been at work for six pay periods, the Village shall reimburse the employee for the other half of the Village's share of insurance premiums actually paid during the three-month period. Such payment shall be made over a three-month time frame. The employee shall be solely responsible for the payment of any insurance premium for which she has opted to include the newborn as an insured.

ARTICLE 34 – TERM OF AGREEMENT

34.1 This Agreement shall be in full force and effect from the period January , ~~2023~~ **2025**, to midnight January , ~~2025~~ **2026** and thereafter from year to year, unless either party serves notice of the intent to terminate or modify this Agreement at least sixty (60) days prior to January , ~~2023~~ **2026**, or any successive January thereafter.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement this _____ day of _____, _____.

THE VILLAGE OF ST. BERNARD

THE ST. BERNARD POLICE
DEPARTMENT EMPLOYEES

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

41

42

43

44

45

46

47

48

49

50

51

52

53

54

55

56

57

58

59

60

61

62

63

64

65

66

67

68

69

70

71

72

73

74

75

76

77

78

79

80

81

82

83

84

85

86

87

88

89

90

91

92

93

94

95

96

97

98

99

100