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AGREEMENT

Between

THE CITY OF MORAINE, OHIO

and

FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL, INC.
SERGEANTS

Effective June 1, 2011 through May 31, 2014

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ARTICLE 1
AGREEMENT

Section 1.1. Purpose. This Agreement, entered into by the City of Moraine, Ohio, hereinafter referred to as the "City" or "Employer" and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "Labor Council," has as its purposes the following:

A. To promote cooperation and orderly, constructive and harmonious relations between the City, its employees, and the Labor Council.

B. To comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth 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.

C. To assure the efficient and uninterrupted operation of the Police Division.

D. To establish a procedure for the expeditious resolution of grievances.

E. This Agreement supersedes all previous agreements, whether oral or written, between the City, its employees, and the Labor Council.

Section 1.2. Modification of Agreement. The express provisions of this Agreement may be changed only by mutual agreement between the parties, reduced to writing, dated, and signed by the parties to this Agreement.

Section 1.3. Savings Clause. The provisions set forth in this Agreement shall be subject to applicable Federal and State Laws, and shall be interpreted wherever possible so as to comply fully with such laws. Should any portion of this Agreement contained herein be declared invalid by operation of law or by a court of competent jurisdiction, such invalidation of said part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In addition, within twenty (20) calendar days following the effective date of such declaration of invalidity, the parties shall meet in good faith negotiations to attempt to modify such provision to comply with applicable law. Such negotiations shall be subject to the dispute resolution procedures of Chapter 4117 of the Ohio Revised Code.

Section 1.4. Waiver in Case of Emergency. In cases of emergency declared by the President of the United States, the Governor of the state of Ohio, the Montgomery County Sheriff, the City Manager of Moraine, or any other authorized governmental official, for acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

A. Time limits for the processing of grievances; and

B. Selected work rules and/or agreements and practices relating to the assignment of employees.

Section 1.5. Waiver of Bargaining. 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 subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties agree that for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. With respect to any subject or matter not referred to or covered in this Agreement, the provisions of applicable law shall prevail.

ARTICLE 2
RECOGNITION

Section 2.1. Recognition. The City recognizes the Fraternal Order of Police, Ohio Labor Council, as the sole and exclusive bargaining representative with respect to wages, hours, and other terms and conditions of employment for all full-time employees that have been certified by the State Employment Relations Board on March 12, 1998 in Case No. 97-REP-09-0228 in the following unit:

Included: All sworn, non-probationary Sergeants employed by the Division of Police, City of Moraine, Ohio.

Excluded: Chief of Police, all Lieutenants and Cadets employed by the Division of Police, City of Moraine, Ohio, and all other employees.

Notwithstanding the foregoing exclusion of "probationary" Sergeants from the definition of the bargaining unit, other than relinquishing their right to object to the City's decision to terminate the probationary status and return them to the Patrol Officer ranks, probationary Sergeants promoted from the City's Patrol Officer ranks shall have all other rights under the Agreement available to non-probationary Sergeants.

Section 2.2. Definition of "Employee". The term "Employee" or "Bargaining Unit Member" as used in this Agreement shall refer only to those persons in the bargaining unit who hold the position classifications as set forth in Section 2.1 of this Agreement.

ARTICLE 3
LABOR COUNCIL SECURITY

Section 3.1. Dues Deductions. The Labor Council will notify the City in writing of the

dues it charges and its current membership, and will update this information as needed to be accurate. One (1) month's advance notice must be given to the City prior to making any changes in the rate. The City will withhold the Labor Council membership dues of any Labor Council member from the available wages earned by such Labor Council member each pay period, and transmit the same to the Labor Council, 222 East Town Street, Columbus, Ohio, 43215, within thirty (30) days after the last deduction for the month, upon presentation of written authorization from the Labor Council member (Appendix "A").

No other employee organization's dues shall be deducted from the pay of any Bargaining Unit Member during the life of this Agreement.

Section 3.2. Indemnification. The Labor Council shall indemnify and save the City harmless against any and all claims that shall arise out of or by reason of action taken by the City in reliance upon the Authorization for Dues Deduction (Appendix "A").

Section 3.3. Labor Council Membership. It shall not be a condition of employment for any employee to either acquire or maintain membership in the Labor Council. Any employee who is a member of the Labor Council may withdraw authorization for dues deduction by the City by directing a request in writing to the City Finance Director with a copy to the Labor Council, 222 East Town Street, Columbus, Ohio, 43215.

Dues deductions shall cease upon the happening of any of the following events:

A. Resignation or discharge of the employee;

B. Transfer of the employee from the bargaining unit; or

C. Revocation of the dues deduction authorization.

Section 3.4. Fair Share Fee.

A. All Bargaining Unit Members who are not members of the Labor Council, shall pay the Labor Council, through payroll deduction, a fair share fee as provided for and determined by the provisions of Section 4117.09(C) of the Ohio Revised Code. The fair share fee is automatic and does not require any employee to become or remain a member of the Labor Council, nor shall the fair share fee exceed the dues paid by members of the Labor Council. The Labor Council will certify to the City the amount of the fair share fee. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of the cost of collective bargaining, contract administration and pursuing matters directly affecting wages, hours and other terms and conditions of employment of bargaining unit employees. The City shall implement the fair share deductions subject to the provisions of this section. The Labor Council represents to the City that it has in place a rebate and challenge procedure which complies with Section 4117.09(C) of the Ohio

Revised Code, federal law, and any judicial decisions interpreting such laws. The Labor Council agrees to abide by all rules and decisions of the State Employment Relations Board or the courts in regard to the fair share fee deductions.

Bargaining unit employees who are members of and adhere to established and traditional tenets and teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization, as set forth in Section 4117.09(C), Ohio Revised Code, shall have such alternative contribution rights as are provided by law under such conditions and in accordance with such procedures as are required by law.

B. The Labor Council shall indemnify and save the City harmless against any and all claims that shall arise out of or by reason of action taken by the City pursuant to the fair share fee provision of this Agreement.

Section 3.5. Bulletin Boards.

A. Bulletin boards as presently provided, and as may be installed in the future by the City, may be used by the Labor Council for posting notices of the following types:

1. Recreational and social events.

2. Elections and election results.

3. General membership meetings and other related business meetings.

4. General Labor Council business of interest to members.

B. The Labor Council agrees that no notices will be placed on the bulletin boards which contain:

1. Personal attacks upon any City employee.

2. Scandalous, scurrilous or derogatory attacks upon management;

3. Attacks on any other employee organizations;

4. Any obscene or ethnic material;

5. Any political material containing partisan or non-partisan issues.

C. Notices that do not comply with the foregoing requirements must be removed upon request of the Chief of Police and/or the City Manager or their designee

and any bulletins or notices considered inflammatory, political or devoted to Labor Council organizing and pending grievances will not be permitted on any City bulletin boards, nor will they be permitted to be displayed in City offices, facilities, equipment, etc. If such inflammatory, political or organizing notices appear on said bulletin boards, they shall be removed by management.

Section 3.6. Use of Departmental Mail System. The Labor Council will be permitted to utilize, at no cost or loss of time to the City (including use of City materials and equipment), the Departmental Mail System for the purpose of providing information pertaining to Labor Council business to bargaining unit employees. The Labor Council agrees that the use of the mail system will be reasonable and limited to providing information that is necessary for the normal conduct of Labor Council business or bargaining unit representation.

Section 3.7. Place for Meetings. Meetings of the Committees of the Labor Council will be permitted on City property when and where work is not interrupted by such meetings, and when such meetings are not held during the regularly scheduled duty hours of the participants on the day in question. The Labor Council will follow City guidelines in scheduling City facilities for Labor Council meetings.

ARTICLE 4
MANAGEMENT SECURITY

Section 4.1. Management Rights. The Labor Council recognizes the City Council as the legislative authority of the City of Moraine, and the City Manager as the duly appointed administrator of the City of Moraine.

The City possesses sole right to operate the City and all management rights reposed in it. The City's exclusive rights shall include, but shall not be limited to the following, except as limited by past practice and the terms and conditions set forth in this Agreement:

A. Determine matters of inherent managerial policy which include, but are not limited to areas of direction or policy such as functions and programs of the City, standards of services, its overall budget, procurement of technology, and organizational structure;

B. Direct, supervise, evaluate or hire employees;

C. Maintain and improve the efficiency and effectiveness of operations and programs;

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;

F. Determine the adequacy of the work force;

G. Determine the mission of the City as a unit of government;

H. Effectively manage the work force;

I. Take actions to carry out the mission of the City as a governmental unit.

The Labor Council recognizes and accepts that all rights and responsibilities of the City not specifically modified by this Agreement shall remain the exclusive function of the City.

Section 4.2. Past Practice. As used herein, the term "past practice" shall mean an unequivocal, and acted upon practice, which is readily ascertainable over a reasonable period of time as being fixed, established and accepted by both parties. In determining the existence or non-existence of a past practice, the following factors will be considered:

A. The frequency of the practice;

B. The consistency of the practice;

C. The longevity of the practice;

D. The circumstances surrounding the alleged creation of the practice; and

E. The evidence of bargaining history and/or grievance resolutions.

Where there is a conflict between the terms of this Agreement and past practice, this Agreement shall prevail.

ARTICLE 5
NON-DISCRIMINATION

Section 5.1. Equal Application. The provisions of this Agreement shall be applied equally to employees without discrimination which would violate applicable laws because of age, sex, race, color, national origin, religion, or disability. The Labor Council and the City shall share the responsibility for implementing this section of the Agreement.

Section 5.2. Union Membership Non-Discrimination. There shall be no discrimination by the City or the Labor Council against any employee on the basis of such employee's membership or non-membership in the Labor Council.

ARTICLE 6
LABOR COUNCIL BUSINESS

Section 6.1. Representation. The Labor Council may select one (1) Representative and one (1) alternate to act in the absence of the Representative. The selected Representative shall be the Chief Associate for the Labor Council. The Labor Council shall notify the City in writing of the names of the representatives and will promptly update such names as necessary to be accurate. Only those Representatives listed by the Labor Council in writing will be permitted to conduct business on behalf of the Labor Council.

Section 6.2. Grievance Investigations. The Labor Council Representative may investigate grievances as defined herein and formal disciplinary action, once it has been issued by the City. To the extent practicable, such investigation will be conducted so as not to interfere with normal duty hours of the Labor Council Representative or any other Bargaining Unit Member. With the prior permission of the Chief of Police or designee, the Labor Council Representative may be allowed reasonable time without loss of pay for such investigation. Permission will not be unreasonably denied.

Section 6.3. Negotiations. The number of employees attending negotiations will not exceed three (3). If an employee is on duty at the time the employee is attending the negotiating session, the employee shall be paid. If the employee is not on duty at the time, no compensation will be paid.

Section 6.4. Local Labor Council Meetings Unless otherwise authorized by the Chief of Police, all local Labor Council meetings shall be conducted by employees outside of working hours. Any absence from duty under this section shall be cleared in advance with the Chief of Police. The Labor Council will follow City guidelines in scheduling City facilities for Labor Council meetings.

Section 6.5. Off Site Release Time. As a condition for the use of off site release time under this Article for Labor Council Conventions and Seminars, the employee representative shall provide a written request to the Chief of Police at least thirty (30) days in advance of the date upon which the Representative desires to utilize any release time. The Chief, or designee, may in Chief or designee's discretion waive the thirty (30) day notice. Such release time shall be limited to no more than twenty-four (24) hours per year. Such permission in regard to Labor Council Conventions and Seminars will not be denied except for an emergency.

Section 6.6. Labor Council Staff Representative. The Business Staff Representative may consult with employees before the start of or at the completion of the day's work. Such representative shall be permitted in the assembly area at all reasonable times only for the purpose of adjusting grievances, assisting in the settlement of disputes, and for the purpose of carrying into effect the provisions and aims of this Agreement. However, the Representative must notify management when such representative will be present in the assembly area.

ARTICLE 7
NO STRIKE/NO LOCKOUT

Section 7.1. No Strike. Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, including resolution by an impartial third party, the City and the Labor Council recognize their mutual responsibility to provide for uninterrupted services to the citizens of Moraine. Therefore:

The Labor Council agrees that neither it, its officers, agents, representatives or any employees covered by this Agreement will authorize, instigate, cause, aid, condone or participate in any strike, slow down, picketing, or work stoppage for the duration of this Agreement. Should the City notify the Labor Council that any employee covered by this Agreement is engaged in any prohibited activity, the Labor Council shall notify such employee(s) that they are required to return to work. The City shall have all rights and remedies prescribed by law to discipline or discharge a bargaining unit employee violating this Section.

Section 7.2. No Lockout. The City agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Labor Council as a result of a labor dispute with the Labor Council, provided the Labor Council members are not in violation of Section 7.1 of this Article.

ARTICLE 8
LABOR-MANAGEMENT COMMITTEE

Section 8.1. Committee. In the interest of sound Labor/Management relations, the City and the Labor Council shall establish a Labor-Management Committee, which shall consist of three (3) Patrol Officers, one (1) Sergeant and one (1) Dispatcher and three (3) members appointed by the City. Each member shall serve at the pleasure of the appointing party, and may be replaced from time to time. The Committee shall establish its own rules of procedure and shall meet from time to time to discuss and investigate issues of mutual concern. Additionally, one (1) non-employee representative of the Labor Council and/or the City shall be permitted to attend such meetings with prior notification to the other party.

Section 8.2. Agenda. The party requesting the meeting shall furnish an agenda with the request for the meeting. The Labor Council will furnish the names of the employees who will be attending. Subjects that may be discussed at these meetings include, but are not limited to, the following:

A. Administration of this Agreement;

B. Changes made by the City which may affect employees;

C. Information and opinion sharing on subjects of interest to the parties;

D. Improvement of efficiency and work performance;

E. Other issues of mutual concern.

F. Consider and discuss health, safety and training matters.

Section 8.3. Attendance. Employee representatives attending Labor/Management meetings shall not suffer a loss in pay for hours spent in such meetings, if held during the employee's regular scheduled hours of work. Meetings may be rescheduled to avoid shift coverage on an overtime basis.

ARTICLE 9
GRIEVANCE PROCEDURE

Section 9.1. Grievance Defined.

A. A grievance is defined as being any dispute or controversy between an employee or the Labor Council and the City involving:

1. The interpretation, application, or claimed violation of any of the provisions of this Agreement.

2. The discipline of any Bargaining Unit Member; or

3. The effect and/or reasonableness of application of any work rule established and enforced by the City.

B. A group grievance is a grievance as defined in Paragraph A above which uniformly affects a group of employees. The group will be comprised of those Bargaining Unit Members who sign the grievance when it is first presented in writing.

Section 9.2. Jurisdiction. The provisions of this Agreement shall supersede all rights provided to employees under the City's Merit Service Rules and Regulations and no employee shall have a right of appeal to the Merit System Commission. Nothing in this section is intended to deny a Bargaining Unit Member or the Labor Council any other rights available at law to achieve redress of their legal rights not specifically limited by this Section 9.2 or this Agreement. However, once the Bargaining Unit Member or the Labor Council elects a remedy through some other official body (and that body takes jurisdiction), they are thereafter denied the remedy of the Grievance Procedure provided herein.

Section 9.3. Procedure. All employees will make an earnest and honest effort to settle differences and disputes with their immediate supervisor without filing a

grievance. In the event that an agreement cannot be reached, then the following steps shall be taken with respect to any grievance. Any grievance not initiated or taken to the next step within the time limits specified herein will be considered to be resolved. Any answer to a grievance that has not been timely filed shall permit the Labor Council to appeal the grievance to the next higher step in the grievance process. Time limits for invoking the next higher step in the grievance procedure shall commence on the date the grievance answer is due. Grievances will be settled at the earliest possible step of the procedure. The Bargaining Unit Member must proceed through all steps of the grievance procedure in a proper order and within the prescribed time limits. A grievant may have a Labor Council representative, or may waive the right to have one present at any step of the procedure. Grievances will be processed in the following manner and within the stated time limits:

Informal Procedure: An employee having an individual grievance will first attempt to resolve it informally with the supervisor whose actions gave rise to the incident. Such attempt at informal resolution shall be made by the employee with or without Labor Council representation, within seven (7) calendar days following the events or circumstances giving rise to the grievance having occurred, or within seven (7) calendar days of when the events or circumstances should have become known to the employee. At this step, there is no requirement that the grievance be submitted in writing. If a supervisor grants a grievance at verbal levels, written acknowledgment of granting such grievance must be furnished. If the employee is not satisfied with the oral response from the supervisor, which shall be given within five (5) calendar days of the submission of the grievance at this step, the formal steps which follow may be pursued.

Step One: The aggrieved Bargaining Unit Member should present the grievance in writing to the appropriate command officer within five (5) calendar days following the reply at the informal step. The command officer will answer the grievance in writing within seven (7) calendar days after receipt.

If the Bargaining Unit Member is not satisfied with the written answer of the command officer, the grievance may be referred to Step Two of the grievance procedure within five (5) calendar days after receipt of the decision rendered in Step One.

Step Two: The grievance shall be referred in writing to the Chief of Police, or the Chief's designee (if the designee is not the command officer in Step One), who will reply in writing within seven (7) calendar days. If the Bargaining Unit Member is not satisfied with the written answer of the Chief of Police, the grievance may be referred to Step Three of the grievance procedure within five (5) calendar days after receipt of the decision rendered in Step Two.

Step Three: The Grievance shall be referred in writing to the City Manager or the City Manager's designee. The City Manager shall attempt to adjust the grievance, including meeting with the Bargaining Unit Member, and shall communicate the City Manager's decision in writing no later than ten (10) calendar days following receipt of the appeal.

Step Four: If the grievance is not satisfactorily resolved at Step Three, the grievance may be appealed by the Labor Council to arbitration, except for grievances concerning discipline of a Bargaining Unit Member which does not involve a reduction in pay or position, suspension or discharge, in which case the decision of the City Manager at Step Three shall be final and binding upon the parties.

A. Notice of the appeal to arbitration must be served on the City Manager in writing within ten (10) calendar days after the written answer was given at Step Three. Either party within ten (10) calendar days thereafter, may request a panel of arbitrators from SERB, the American Arbitration Association, the Federal Mediation and Conciliation Service (FMCS), or other similar service. The parties shall alternately strike the names of arbitrators until only one (1) name remains. Each party has the right to reject one submitted panel and request another. The parties may, by mutual agreement, select an arbitrator without requesting a panel from the providing agency. A date for arbitration shall be set in accordance with the wishes of the parties and the availability of the arbitrator.

B. The Arbitrator shall have no authority to add to, subtract from, modify or amend any of the terms of this Agreement or addendum to this Agreement.

The Arbitrator shall have no authority to rule on anything that happened before the effective date of this Agreement, or after the expiration of this Agreement. The Arbitrator shall promptly hear the matter and shall issue a decision within sixty (60) days from the close of the hearing or the submission of post-hearing briefs, whichever is later, unless the parties grant additional time.

C. The decision of the Arbitrator shall be final and binding on the City, the Labor Council, and all persons, subject to appeal as provided by law.

D. The City and the Labor Council shall each bear its own expenses in any arbitration. The expenses of the arbitrator shall be shared equally by the parties.

Section 9.4. Extensions of Time. Upon the mutual agreement of the parties expressed in writing, the time limits set forth in this Article may be extended or the steps herein waived.

Section 9.5. Waiver of Grievance. Any grievance which is not filed within twelve (12) calendar days of its occurrence, not including the day of occurrence, after the employee has knowledge of the facts which give rise to the grievance, or with reasonable diligence should have acquired such knowledge which in no event shall exceed 30 days, shall not be considered a grievance under this Agreement. Any matter which is not timely processed by either the employee or the Labor Council, as set forth above, shall not be subject to further processing as a grievance and shall not be subject to Step Four.

Section 9.6. Content of Grievances. All written grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by the parties.

A. Aggrieved employee's name and signature.

B. Date grievance was first discussed and name of the supervisor with whom the grievance was discussed.

C. Date grievance was filed in writing.

D. Date and time grievance occurred.

E. Location where the grievance occurred.

F. A brief description of the incident giving rise to the grievance.

G. Specific articles and/or sections of the Agreement claimed to have been violated.

H. Desired remedy to resolve the grievance.

ARTICLE 10
INVESTIGATIONS, INTERVIEWS AND DISCIPLINE

Section 10.1. Purpose. The purpose of this procedure is to outline the process to be followed in the handling of an investigation dealing with complaints or misconduct by employees of the Police Division.

Section 10.2. Police Investigations Procedures. The City will use the existing chain of command structure to clarify complaints or allegations regarding members of the Police Division. In general, unless a special Grand Jury has been

convened, the Police Division will be used to investigate complaints or allegations against employees unless the Chief defers to other qualified law enforcement agencies. Any criminal investigation will first be prefaced by a review of the complaint or allegation by the Chief of Police. All shooting instances will be investigated by the Police Division at the direction of the Chief of Police unless the Chief defers to other qualified law enforcement agencies.

Section 10.3. Internal Investigations.

A. Complaints Against Employees. All formal complaints must be investigated. This includes:

1. Formal complaint statements must be reduced to writing and signed by the person filing the complaint. All signed complaints will be verified to ensure that they are not fictitious.

2. A written and signed letter from a supervisor, or from another person who is aware of the facts, may fulfill the requirements of a complaint.

3. When an anonymous or frivolous complaint is made against an employee, and if after an investigation there is no corroborative evidence of any kind, then the compliant shall be classified as unfounded.

4. The City shall advise persons making complaints against a police officer that knowingly asserting a false complaint constitutes a violation of the law.

B. Interview Procedures

1. All interviews will be conducted while the employee is on duty.

2. The interviews will be held at the Police Division, or at a location designated by the Chief of Police.

3. In connection with the investigation of complaints initiated by third parties, prior to answering any questions, signing a statement or participating in an identification lineup, the accused employee shall be informed of the allegations made against the employee and receive a copy of the formal complaint statement. Commencement of internal inquiries may be handled in a more informal manner provided the employee is advised of the subject matter of the inquiry at the beginning of the inquiry.

4. An employee will be permitted to have a Labor Council representative and/or legal counsel present during an interview.

5. All interviews of employees conducted in conjunction with an investigation,

shall be audio or videotape recorded by the City, unless mutually waived by the employee and the interviewer. If taped, any interruptions will be duly noted and any relevant discussions transpiring during breaks will be summarized, transcribed on the tape recorder, and verified for accuracy by the accused. If the employee's statement is reduced to writing, the employee or a representative authorized by the employee shall be given a copy of said statement.

6. During the interview, there will be one individual designated as the interviewer who will ask the interviewee questions.

7. An employee can be required to truthfully answer questions relating to the employee's duties, and the employee can be disciplined, up to and including dismissal, for refusal to truthfully answer such questions. Before an employee may be charged for refusal to answer questions or participate in an investigation, the employee shall be advised that refusal to answer such questions or participate in such investigation may be the basis of such a charge, in itself.

8. Any required statements can be used against the employee in a disciplinary action or in an administrative proceeding. However, these required statements would be inadmissible in subsequent criminal action. (Voluntary statements or confessions made by the employee while being interviewed would be admissible in criminal proceedings.)

9. Employees may be given a polygraph examination and/or voice stress analyzer examination if they are a focus of an investigation, a known witness to an incident, or at the employee's written request to the Chief of Police. The polygrapher will follow industry standards in administering the polygraph examination. An employee may be disciplined for refusing to take a polygraph examination, or for failing to answer truthfully during a polygraph examination. Before an employee may be so charged, the employee shall be advised that refusal to take a polygraph examination or for failing to answer truthfully during a polygraph examination, may be the basis of such a charge, in itself. Such examinations are intended to assist in the investigatory process and no disciplinary action shall be taken by the City based solely on the results of such tests. Additional polygraph exams may be administered by the same polygrapher if the initial exam is inconclusive.

10. The accused employee being interviewed shall not be subject to offensive language or threatened with transfer, dismissal or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.

11. An employee who has been under investigation will be informed in writing

of the outcome of the case at the conclusion of the investigation.

Section 10.4. Discipline.

A. No employee shall be disciplined, reduced in pay or position, suspended, or discharged, without just cause. Documented oral reprimands and written reprimands that do not involve a reduction in pay or position, suspension, or discharge are not appealable to binding arbitration.

B. The principles of progressive disciplinary action will be followed with respect to minor offenses. It shall be corrective and applied in a uniform manner. Normal progressive discipline shall consist of, but not be limited to, a documented oral reprimand, written reprimand, short-term suspension [one (1) to ten (10) days], and either a long-term suspension, demotion or discharge.

C. The City may take disciplinary action deemed necessary by the circumstances on a case-by-case basis.

D. The City agrees not to suspend without pay, demote or discharge an employee without first conducting a hearing. The hearing will be held among the City, the employee, and a Labor Council representative if the employee so desires. A copy of the charges and a brief outline of the facts supporting the charges will be sent to the employee not less than three (3) working days prior to the date of the hearing. Upon request of either the City or Union, all documents and other materials which the City relies upon as the basis for action taken and which the Employee relies upon in defense shall also be exchanged.

E. In cases where a suspension of ten (10) days or less has been imposed on a Bargaining Unit Member, the City may offer the member the option to forfeit accrued vacation. If such an offer is made and accepted, the forfeiture shall be one (1) hour of accrued vacation leave for each hour of proposed suspension. The forfeiture of leave shall constitute disciplinary action of record and shall be placed in the employee's personnel file. The forfeiture of leave shall constitute the final resolution of the departmental charges, and once accepted by the Bargaining Unit Member, forfeiture of vacation leave is not subject to further appeal through the grievance procedure or otherwise.

F. No public disclosure shall be initiated by the City of any disciplinary action taken or proposed against a Bargaining Unit Employee unless and until criminal charges have also been filed.

G. Any Bargaining Unit Member acting as a shift supervisor will not receive formal disciplinary action for good faith judgments while making supervisory decisions, so long as the decision does not violate published departmental policies and is in accordance with the law.

ARTICLE 11
PERSONNEL RECORDS

Section 11.1. **Access to Personnel Records.** Upon written request to the Chief of Police, an employee shall have access to the employee's records during normal office hours of the records custodian. Such access to personnel records shall be within a reasonable time of said request. The term "reasonable time" will be satisfied if such records are made available within five (5) working days of the written request, unless the custodian of the records is not actively at work, in which event the records will be made available within five (5) working days of the custodian's return to work. Review of the records shall be made in the presence of the Chief or the Chief's designated representative.

Section 11.2. **Copies of Personnel Records.** An employee may copy documents in the employee's personnel records. The City may levy a charge for such copying, which shall bear a reasonable relationship to actual costs.

Section 11.3. **Clarification/Explanation of Material in Personnel Records.** An employee shall be permitted to insert written clarifications or explanatory memorandums of material found in the employee's personnel file.

Section 11.4. **Public Records Act Requests for Release of Personnel Records.** To the extent legally permissible, personnel records shall be considered as public records, but whenever a request for disclosure of a personnel record is made by a member of the public, notice of such request and the identity of the requestor unless such inquiry is not permitted by the Ohio Public Records Act, will be given to the affected employee(s). The employee may request a meeting with the keeper of the records to discuss any appropriate reason some records should not be released.

Section 11.5. **Effect of Disciplinary Action.**

A. **Oral Reprimands.** Records of oral reprimands shall cease to have force and effect or be considered in future discipline matters six (6) months after their effective date, providing there are no intervening disciplinary actions taken during that time period.

B. **Written Reprimands.** Records of written reprimands shall cease to have force and effect or be considered in future disciplinary matters twelve (12) months after their effective date, providing there are no intervening disciplinary actions taken during that time period.

C. **Suspension.** Records of suspension shall cease to have force and effect or be considered in future discipline matters two (2) years after their effective date, providing there are no intervening disciplinary actions taken during that time period.

D. **Removal of Outdated Disciplinary Records.** Upon written request from the employee, outdated disciplinary records shall be removed from the personnel records.

Section 11.6. **Temporary Internal Investigations Files.** The Police Chief or designee may generate and maintain temporary files of internal investigations which shall not be subject to review by the employee involved until said investigation has been completed.

ARTICLE 12
SENIORITY

Section 12.1. **Definition.**

A. **City Seniority.** City seniority shall mean an employee's length of continuous service with the City, based on the employee's most recent date of hire with the City. City seniority shall be the basis for such benefits as accumulation of sick leave, vacation, longevity bonuses or other cumulative monetary fringe benefits based on length of service.

B. **Classification Seniority.** Classification seniority shall mean an employee's length of continuous service in the employee's current classification based on the original date of appointment in that classification.

A bargaining unit employee's City seniority and classification seniority shall be adjusted to reflect periods of absence due to unpaid leaves of absence or suspension.

Section 12.2. **Seniority List.** A seniority list for the bargaining unit will be kept by the City and will be updated yearly. A copy will be available for inspection by employees and the Labor Council in a location designated by the Police Chief.

Section 12.3. **Termination of Seniority.** The following situations constitute breaks in continuous service for which seniority is lost:

A. Discharge for just cause;

B. Resignation;

C. Retirement;

D. Layoff for more than two (2) years or the length of the employee's seniority, whichever is less;

E. Failure to return to work at the expiration of a leave of absence;

F. Failure to return to work when recalled from layoff.

ARTICLE 13
PROBATIONARY PERIOD

Section 13.1. **Probationary Period.** Every newly promoted employee will be required to successfully complete a six (6) month probationary period from date of promotion. If an employee is not in active pay status during any period of time during the probationary period, then the time of such leave or inactive status is not counted as part of the probationary period. For the purpose of extending the probationary period, any leave of less than one (1) day will not be considered. If the employee does not successfully complete the probationary period, the employee will be returned to the previously held rank. A decision to return an employee to the previously held rank will not be subject to the grievance procedure contained in this Agreement.

ARTICLE 14
DRUG/ALCOHOL TESTING AND FITNESS FOR DUTY EVALUATION

Section 14.1. **Drug Free Workplace.** All employees shall be subject to the provisions set forth at Section 6.4 (Drug Free Workplace) of the City Personnel Policies Manual as revised May 2, 2004.

Section 14.2. **Fitness for Duty Evaluation.** An employee may request, or based upon reasonable suspicion, the City may require an employee to submit to a fitness for duty evaluation by a qualified practitioner, which may include both physical and mental fitness.

ARTICLE 15
LAYOFF AND RECALL

Section 15.1. **Layoff Notification.** When the City determines that a layoff or job abolishment is necessary, they shall notify the affected employees fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. The City, upon request from the Labor Council, agrees to discuss, with representatives of the Labor Council the impact of the layoff on Bargaining Unit Members.

Section 15.2. **Layoff.** The City shall determine in which classifications layoffs will occur and layoffs of Bargaining Unit Members will be by classification. Bargaining Unit Members shall be laid off within each classification in order of seniority, beginning with the least senior and progressing to the most senior up to the number of Bargaining Unit Members that are to be laid off. Bargaining Unit Members to be laid off will have the right to bump into a lower ranking job if their seniority qualifies.

Section 15.3. **Recall.** The City shall create a recall list for each classification with layoffs for a period of two (2) years or for the Bargaining Unit Member's length of seniority, whichever is less. The City shall recall Bargaining Unit Members from layoff within each classification as needed. The City shall recall such Bargaining Unit

Members according to seniority, beginning with the most senior employee in the classification and progressing to the least senior employee up to the number of employees to be recalled.

If a Bargaining Unit Member has bumped into a lower ranking position, the Bargaining Unit Member shall be reinstated to a vacancy in the prior rank before any laid off employee is reinstated to a position in that rank.

Section 15.4. **Recall Notification.** Notice of recall shall be sent to the Bargaining Unit Member by certified mail. The City shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return receipt requested, to the last address provided by the Bargaining Unit Member.

Section 15.5. **Time Limits.** The recalled Bargaining Unit Member shall have fourteen (14) calendar days following the date of mailing of the recall notice to notify the City of the Member's intention to return to work, and shall have twenty-one (21) calendar days following the mailing date of the recall notice in which to report for duty, unless a later date for returning to work is otherwise specified in the notice.

Section 15.6. **Probationary Period.** Recalled Bargaining Unit Members shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at layoff shall be required to finish such probationary period.

ARTICLE 16
RULES AND REGULATIONS

Section 16.1. **Rules, Regulations, Policies and Procedures.** The City agrees that Rules, Regulations, Policies and Procedures of the City of Moraine and the Police Division shall be furnished to all members of the bargaining unit in written form. Where there exists a conflict the provisions of the Collective Bargaining Agreement shall supersede all contrary rules, regulations, policies and procedures. Additionally, the provisions of the Police Department Standard Operating Procedures shall supersede all contrary personnel rules, regulations, policies and procedures of the City.

The Associate shall be provided with a copy of any proposed changes affecting the Bargaining Unit. To the extent possible, the City agrees that amendments to the Rules, Regulations, Polices and Procedures shall be provided to the Labor Council in written form fourteen (14) days in advance of their implementation. The Labor Council or any Bargaining Unit Member may request a meeting of the Labor-Management Committee to seek clarification or to present alternative viewpoints with respect to such amendments.

The Rules, Regulations, Policies and Procedures shall be applied and interpreted

consistently by the City, taking into consideration the facts and circumstances of each situation in which they are applied and interpreted.

Nothing herein shall be construed in any manner as a limitation on the City's right to initiate or alter its Rules, Regulations, Policies or Procedures.

ARTICLE 17
HOURS OF WORK AND OVERTIME

Section 17.1. **Intent.** This Article is intended to define the hours of a work day, hours of a work week, and to define the basis for the calculation of overtime.

Section 17.2. **Work Day, Work Week and Overtime.** Bargaining Unit Members working an eight (8) hour per day/five (5) days per week schedule shall be paid for all authorized time worked in excess of eight (8) hours in any twenty-four (24) hour period or in excess of forty (40) hours in any work week, computed on the basis of time and one half their regular hourly rate of pay. Bargaining Unit Members working a ten (10) hour per day/four (4) days per week schedule shall be paid for all authorized time worked in excess of ten (10) hours in any twenty-four (24) hour period or in excess of forty (40) hours in any work week, computed on the basis of time and one half their regular hourly rate of pay. The twenty-four (24) hour period restriction in this section will not be applicable if the Chief and/or designee and the applicable employee agree to waive the restriction. The term "hours worked" for overtime purposes shall include all hours during which the Bargaining Unit Member is in paid status. Except in cases of emergency or with their consent, employees may not be compelled to work more than twelve (12) hours within a twenty-four (24) hour period.

Section 17.3. **Compensatory Time.** During a calendar year, employees, at their option, may accumulate up to one hundred (100) hours of compensatory time provided that the employee's current accrued balance does not exceed 100 hours. Compensatory time may not be accumulated for call-in or court pay. Compensatory time will accumulate at the rate of one and one-half (1-1/2) hours for each hour worked. Compensatory time shall accumulate in no less than one and one-half (1-1/2) hour increments. Upon request submitted at least five (5) days in advance, and approval by the Chief or the Chief's designee, compensatory time may be taken in four (4) hour increments or more. A request for compensatory time will not be granted if its approval would require overtime to maintain shift coverage. Compensatory time taken in less than full tours of duty shall be taken at the beginning or the end of the shift.

Upon separation from service for any reason, members shall be paid at their current rate of pay for all accumulated hours of compensatory time. When a member dies while in paid status in the City service, any unused compensatory time to the member's credit shall be paid in a lump sum to the surviving spouse or the estate of the deceased.

Section 17.4. **Shift Selection.** Shift selection and days off will be by classification seniority. Such selections shall take place two (2) times per year

commencing May 1st and November 1st and to begin January 1st and July 1st. Once offered, a Bargaining Unit Member may take up to 24 hours to select. Failure to select within 24 hours after presented by management will result in the Bargaining Unit Member losing the right to make the choice. Selection may be made either verbally or in writing. Management shall have the right to reassign personnel for a specific purpose related to the individual employee, not to exceed sixty (60) days in a calendar year.

Section 17.5. Rotation of Overtime.

A. When overtime opportunities arise, the City will offer overtime to Bargaining Unit Members in their classification group beginning with the employee with the lowest accumulated overtime hours before being offered to other employees. Detectives are exempt from this section. Initial hire probationary employees shall not be used unless Bargaining Unit Members have refused, are unavailable, or in case of an emergency.

B. The equalization list of accumulated overtime hours is to include: All offered overtime, all overtime worked, overtime turned down, not available and comp-time. The list will be updated and posted weekly in a visible area for inspection and review. This list will be used by all Shift Supervisors to operate this section.

   If a Bargaining Unit Member accepts pre-scheduled overtime and then fails to give a minimum of five (5) days notice of cancellation, the Member must provide a replacement from the Equalization List or the Member will be removed from the equalization list for a period of ninety (90) days.

C. In the event there is sixteen (16) hours or less notice of an opportunity for overtime on the next shift (i.e., sick leave), the on-duty supervisor will first offer the overtime to the members currently on duty. The on-duty shift member with the lowest overtime, in accordance with the Equalization List, will be given the first opportunity progressively offering the next lowest listing the opportunity.

D. Errors in the distribution of overtime opportunities shall be brought to the attention of the Chief of Police, Lieutenant or other supervisor. If it is found that an error was made, the Lieutenant or Chief of Police at the earliest possible time shall correct the error, normally within thirty (30) days. The City and the Labor Council shall use the Labor Management Committee established within this agreement to resolve any difficulties in administering this section in a fair and equitable manner. The grievance procedure may not be used unless the Labor Management Meetings fail to resolve the problem.

E. Exceptions to the Equalization Chart shall be for those overtime opportunities that require specialized training and/or experience level or are for those whose normally assigned duties are needed on the overtime assignments or in an emergency.

F. The following situations shall be considered non-available without penalty and not subject to the "skip" period policy: vacation (including days off in conjunction with scheduled vacation), sick leave, PA days, worker's compensation, school, funeral days, physical fitness days or a person having worked sixteen (16) or more hours in the previous twenty-four (24) hour period.

Section 17.6. Duty-Free Lunch During Training, Court or Similar Assignment.

If Bargaining Unit Members are not working their regular shift assignment, but instead are attending training, or court, or some similar assignment, and are provided with a duty free lunch period, they will not be paid for such time, nor will such time be counted as hours worked for purposes of overtime. This provision will not be used to reduce the work week.

ARTICLE 18
HOLIDAYS

Section 18.1. Holidays. The following are designated as paid holidays:

New Year's Day	January 1st
Good Friday	Friday preceding Easter
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Friday after Thanksgiving Day	4th Friday in November
Christmas Eve Day	December 24th
Christmas Day	December 25th
New Year's Eve Day	December 31st

For purposes of this Article, the holiday shall be the shift with the majority of the scheduled hours on the holiday.

Section 18.2. Holiday Pay. Except as provided herein, each Bargaining Unit Member shall be entitled to eight (8) hours of holiday pay at the Member's regular rate of pay for each holiday listed above irrespective of work schedule.

A. If a Bargaining Unit Member is not scheduled to work on the holiday, in order to be eligible to receive holiday pay, the Member must work the scheduled work day before and the next scheduled work day after such holiday, unless on pre-approved paid leave, other than sick leave.

B. If a Bargaining Unit Member is scheduled to work on a holiday, in order to be eligible to receive holiday, pay, the Member must work the holiday unless on pre-approved paid leave, other than sick leave.

Section 18.3. **Payment for Working Holidays.**

A. Bargaining Unit Members working their regular duty shifts on the day on which a holiday is observed shall receive compensation of time and one-half their regular hourly rate of pay plus holiday pay as set forth in Section 18.2 above.

B. Any Bargaining Unit Member working overtime, as set forth in the Overtime Article of this Agreement, on a scheduled holiday, shall receive compensation of two and one-half times the Member's regular hourly rate of pay in addition to holiday pay as set forth in Section 18.2 above.

ARTICLE 19
COMPENSATION

Section 19.1. **Wages.** Bargaining Unit Members shall be paid per hour according to the following wage scale:

	STEP A	STEP B	STEP C
Current	32.71	34.05	34.72
Eff. 6/1/11	32.71	34.05	34.72
Eff. 6/1/12	32.71	34.05	34.72
Eff. 6/1/13	32.71	34.05	34.72

Step increases for Bargaining Unit Members shall be twelve (12) months based upon the Bargaining Unit Member's promotional date. Step increases shall not be automatic. They require a recommendation from the Chief of Police approved by the City Manager. All step increases for Bargaining Unit Members shall be based upon their merit. Any Bargaining Unit Member denied a step increase shall be notified by the Chief of Police with a copy to the City Manager. The Bargaining Unit Member will be given specific reasons in writing for being denied said increase, which denial shall be subject to the grievance procedure.

Section 19.2. **Member's Contribution to Pension Fund.**

A. Employees participating in the Ohio Police and Fire Pension Fund ("OPF") shall be required to contribute a percent of their earnings to the OPF as required by applicable law. Such contribution shall be deducted from the employee's pay and forwarded to the OPF. If permitted by applicable law, such deductions will be structured so that they are "pre-tax" in order to defer income taxes on such contributions. (See Memo of Understanding)

Section 19.3. **Call-in and Court Pay.**

A. Bargaining Unit Members who have completed their duty assignments and who are called back by the City to work after leaving the City property shall be paid at one and one-half (1-1/2) times the Member's regular rate for the time worked but no less than three (3) hours for such call-in.

B. Bargaining Unit Members who are called in to work while on vacation, personal leave, sick leave, funeral leave, comp time or longevity leave shall receive two (2) times their regular hourly rate of pay but shall be charged for any leave time actually taken.

C. Bargaining Unit Members shall be paid time and one-half for attending court, pre-trial conferences, grand jury hearings, or other matters pertaining to court business during their non-duty hours with a minimum allowance of four (4) hours pay computed on the basis of their hourly rate of pay as set forth in this Agreement.

Section 19.4. **Shift Differential.** Bargaining Unit Members who are assigned to work between the hours of 3:00 p.m. and 7:00 a.m., Monday through Friday, and from 11:00 p.m. on Friday through 11:00 p.m. on Sunday, will receive a shift differential. In addition, Bargaining Unit Members assigned from 7:00 a.m. to 3:00 p.m. Monday through Friday, who are required to work in excess of two (2) hours overtime after their shift ends, will receive a shift differential from 3:00 p.m. Shift differential pay for all time worked shall be and not exceed fifty cents ($.50) per hour.

Section 19.5. **Longevity Pay.** Longevity pay shall be provided for Bargaining Unit Members who have served the City not less than ten (10) years preceding the effective date of any longevity payment. Payment for longevity will be made once per year on a regular pay day occurring between the first and fifteenth of December with adjustments required under the FLSA for overtime worked during the prior 12 month period. The dates on which longevity will be computed will be December 31 of the year payment is made. The Bargaining Unit Member must be employed on the date payment is made to receive any longevity pay.

10 years	10 hours pay
15 years	15 hours pay
20 years	25 hours pay
25 years	30 hours pay

At the option of the City, longevity pay may be added to the Employee's Base Rate.

Section 19.6. **Pyramiding.** There shall be no pyramiding of hours for the purpose of premium payment.

Section 19.7. **Direct Deposit.** Upon thirty (30) days prior notice, the City may

require employees to designate a financial institution for purposes of implementing direct deposit of paychecks.

Section 19.8. **Officer in Charge.** An employee required to work and substantially perform the job duties of a Lieutenant for more than one (1) hour in a workday shall receive an additional $1.50 per hour for all hours so worked.

Section 19.9. **Field Training Officer.** Employees shall receive an additional $1.50 per hour while performing duties as an FTO (Field Training Officer).

ARTICLE 20
VACATION AND PERSONAL DAYS

Section 20.1. **Vacation Accrual Rate.** The City shall grant vacation leave without loss of pay to Bargaining Unit Members with at least one (1) year of continuous service with the City in accordance with the following schedule:

Length of Service	Vacation Leave	Accrual Rate
One (1) year but less than five (5) years	10 Days (80 hours)	1.54 Hrs/Week
Five (5) years but less than fourteen (14) years	15 Days (120 hours)	2.31 Hrs/Week
Fourteen (14) years or more	20 Days (160 hours)	3.08 Hrs/Week

Section 20.2. **Additional Vacation Days.** Bargaining Unit Members shall earn additional longevity vacation days according to the following:

After four (4) years of continuous service	One (1) supplementary day annually
After eight (8) years of continuous service	Two (2) supplementary days annually
After twelve (12) years of continuous service	Four (4) supplementary days annually
After sixteen (16) years of continuous service	Six (6) supplementary days annually
After twenty (20) years of continuous service	Eight (8) supplementary days annually

Section 20.3. **Vacation Schedule.** Requests for multiple days off (vacation,

longevity, etc.) must be submitted no later 10 workdays in advance prior to when the time off is requested to be taken, unless waived by the Chief or the Chief's designee. Request for single days off must be submitted at least 24 hours in advance, unless waived by the Chief or the Chief's designee. Less notice may be deemed sufficient if granting such a request will not result in the staffing of shift assignments on an overtime basis. Vacation leave shall not be taken in increments of less than four (4) hours.

Section 20.4. **Maximum Accumulation.** A Bargaining Unit Member's unused yearly vacation leave may be carried over into the next vacation year. However, no more than three (3) years of unused vacation leave may be accumulated at any one time. Vacation leave earned in excess of the three years of accumulation must be taken in the current vacation year, or it will be forfeited at the end of the current vacation year, unless the City Manager, upon the recommendation of the Police Chief, approves a waiver based on circumstances beyond the control of the Bargaining Unit Member, and authorizes payment in lieu thereof.

Section 20.5. **Compensation Upon Separation.** In addition to payment for any previously accrued but unused vacation, Bargaining Unit Members who are separated from service for any reason, or who die prior to their anniversary date, shall be entitled to a prorated vacation payment based on one twelfth (1/12) of the vacation pay for each full month of continuous service from their last anniversary date to separation or death. Vacation pay shall be computed on the basis of the Bargaining Unit Member's pay rate in effect on the pay period immediately preceding the vacation time-off period, termination or death.

Section 20.6. **Additional Considerations.**

A. A Bargaining Unit Member shall not accumulate vacation leave under this Article during times such member is in an unpaid leave of absence status or on paid sick leave for a non-work related cause after a period of thirty (30) consecutive days. Vacation time for the leave period shall be reinstated upon the member's return to duty.

B. Any Bargaining Unit Member who suffers a loss of monies due to the cancellation of an approved vacation by the City shall be reimbursed by the City the amount of lost monies. The Bargaining Unit Member shall be required to present adequate documentation of monies lost.

Section 20.7. **Personal Days.** Each Bargaining Unit Member shall be allowed three (3) personal leave/mental health days per year. Personal leave/mental health days shall not be construed to be additional vacation days. If practicable, a Bargaining Unit Member must request personal leave/mental health days at least twenty four (24) hours in advance. Less notice may be considered sufficient within the discretion of the Police Chief based upon relevant circumstances. Such notice may be waived by the Chief of Police or the Chief's designee. Such days shall be taken in no less than four

(4) hour increments and shall be granted if they do not conflict with adequate safety coverage.

ARTICLE 21
INSURANCE

Section 21.1. **Hospitalization and Medical Benefits.** All Bargaining Unit Members will be covered by the City of Moraine Health Benefits Plan on the same terms and conditions applicable to all City employees.

Section 21.2 **Life Insurance.** Each Bargaining Unit Member who elects to be insured under the City life insurance plan shall receive forty thousand dollars ($40,000) coverage on the Bargaining Unit Member. Any Bargaining Unit Member who elects not to be insured under this plan shall not receive any City contribution for life insurance as salary, wages, compensation, reimbursement or in any other form or manner.

Section 21.3. **Optical and Dental Insurance.** The City shall provide to each Bargaining Unit Member a comprehensive Optical and Dental Plan.

Section 21.4. **Insurance Committee.** The parties mutually agree that the cost of providing insurance coverage is continuously increasing. In order to explore ways to contain or reduce insurance premium costs, and to consider replacement insurance to that set forth herein, a committee of employees consisting of one (1) Bargaining Unit Member and other City employees shall meet at the call of the City Manager.

Section 21.5 **Reimbursement of Out-of-Pocket Expenses**

Provided employees maintain a minimum of fifteen days (120 hours) accrued sick leave, during the 30-day period after the close of a calendar quarter employees shall be permitted to exchange accrued sick leave at a ratio of two (2) sick leave days for one (1) day's pay to reimburse employees for out of pocket medical expenses (deductibles and co-insurance) incurred during the previous quarter that are counted toward the annual out-of-pocket maximum (family and/or individual). The maximum reimbursement will be 75 percent of the actual out-of-pocket expense. This sick leave exchange will not count against the City wellness incentive eligibility. It is understood that said payments are subject to all normal withholding requirements and generally are considered taxable income to the recipient.

ARTICLE 22
UNIFORM ALLOWANCE

Section 22.1. **Allowance.** Bargaining Unit Members shall be entitled to an annual uniform allowance of $920.00 during the term of this Agreement.

Section 22.2. **Payment.** The Uniform allowance will be paid semi-annually

each year.

Section 22.3. **Personal Property.** Bargaining Unit Members who have personal property necessary to their job function damaged while in the performance of their duty may apply for reimbursement through their Shift Supervisor for the cost of repair and/or replacement. These items include, but are not limited to, flashlights, watches and badges, but does not include regular uniform items. The City, upon investigation and approval by the Chief, shall pay the replacement cost of these items not to exceed $100 per incident (up to $200.00 for corrective eyewear). The City shall receive any restitution recovered from third parties. If requested by the City, the employee shall submit a claim for reimbursement to the Bureau of Workers Compensation, which reimbursement, upon receipt, shall be assigned over to the City.

Section 22.4. **Change in Uniforms.** If a Bargaining Unit Member has been in a plain clothes assignment in excess of six (6) months, and the City changes the required uniform for Bargaining Unit Members, the City shall bear the cost of such uniform should the member be returned to a uniform assignment.

Section 22.5. **Allowance During Absence.** No Bargaining Unit Member shall receive a uniform allowance under this article during periods of time when the member is in a leave status or on sick leave after a period of thirty (30) consecutive days. Such members shall have their uniform allowance payments suspended until they return to work at which time they will receive the uniform allowance for the year in which the member returns to work. If a member does not return to work for any reason, the member shall not receive any uniform allowance accrued during the member's absence from work.

Section 22.6. **Body Armor.** The City shall provide all Bargaining Unit Members body armor at no cost to the member and shall replace such armor according to the maker's specifications. Bargaining Unit Members may be required to wear such armor while on duty.

Section 22.7. **Return of Equipment.** All belts, badges, firearms, handcuffs and other equipment furnished by the City shall remain the property of the City and shall be returned upon termination of employment.

Section 22.8. **Purchase of Weapon.** Upon retirement from the Police Division under the Police and Fire Pension System (with ten (10) years or more of service), each Bargaining Unit Member shall have the right to purchase their service weapon and related magazines. The price of the weapon will be based on a depreciation schedule of ten percent (10%) per service year of the weapon, with a minimum value of one dollar ($1.00). The Chief shall maintain a record of make, model and serial number of said weapon in the name of the retired officer.

ARTICLE 23
TUITION REIMBURSEMENT AND EDUCATION INCENTIVE

Section 23.1. The City offers tuition prepayment or reimbursement to regular full-time employees after 12 months of full-time City service for higher education courses which are specifically related to a position's duties and responsibilities and which increase the employee's ability to become more effective in their primary area of work.

Section 23.2. **Application and Qualification.** Prior to beginning the course for which prepayment or reimbursement is being requested, the employee shall submit a Tuition Payment Agreement Form to his or her supervisor. Since the City is primarily interested in paying for courses that result in a college degree, the employee needs to include a degree plan (listing of courses) with the request. The Chief or his designee and the appointing authority must approve this request. To ensure funding is available, the tuition request shall be made far enough in advance so money can be made available in the department/division budget for that year. The discretion to grant or deny final approval lies solely with the appointing authority. The appointing authority may consider the request under the following criteria:

A. The relevance of the course to the employee's job duties or those of a position within the office or department that the employee may reasonably hope to attain; provided that the appointing authority may, in his or her sole discretion, approve payment for core courses in a basic education requirement for a college degree program that does meet this relevance standard.

B. The employee's performance, including performance evaluations and disciplinary actions.

C. The City's special need for additional education or training among particular classifications, positions, or employees.

D. The course is offered through an accredited college, university, technical institute, business school, or related educational school or institution.

E. Courses taken during an employee's normal working hours or during time in which he or she is being paid by the City will not be eligible for reimbursement. Any request for the use of flexible work schedules may be considered by the appointing authority.

F. The availability of tuition funds.

Section23.3. **Amount of Payment.** The City will pay the employee up to $4,000 per year for tuition, enrollment fees, laboratory fees, and books for a maximum of 6 semester hours or 9 quarter hours per academic term, providing he or she receives a passing grade of "C" for undergraduate work, "B" for graduate work, or a grade of "pass" in

a system that offers only "pass/fail" grades. Payment will be reduced proportionality for courses in which an employee is receiving financial assistance via scholarships, grants, or loans.

Section 23.4. If the employee receives a lower than required grade, the employee shall reimburse the City for all the funds received for the course or courses. If necessary, the City may deduct the amount due from the employee's paycheck in order to pay for the course costs.

Section 23.5. The City will not pay fees for course work beyond the attainment of the employee's next higher degree; such as bachelor's degree if employee has no degree. Payment for a master's degree would only be considered if the degree is necessary to perform the position's duties and responsibilities.

Section 23.6. An employee who has received education funds must, as a condition for such payment, remain a City employee for a period of time equal to the academic term for which they received payment. For example, a semester term equals approximately 15 weeks, and a quarter term equals approximately 10 weeks. The employee's work commitment will begin to be served after the completion of the semester or quarter, and the work commitment remaining for any other quarter or semester must be served consecutively and not concurrently. An employee who does not complete the work commitment prior to separating from City employment, whether through resignation, retirement, or termination, is required to return funds received under this tuition reimbursement program to the City. The amount of the funds to be returned shall be prorated to reflect the portion of the work obligation that the employee has accomplished prior to separation, and such funds may be withheld from remaining paychecks or other funds due the employee.

Section 23.7. The granting or denial of tuition reimbursement is a prerogative of management, and is not subject to the grievance procedure. The appointing authority may, upon notice to the employees affected, reduce the individual and/or aggregated limits on tuition reimbursement, limit the number of credit hours for which reimbursement may be sought, or limit the program to those employees or classifications where the learning needs are most critical to the City.

Section 23.8. The City will furnish educational incentive pay to Bargaining Unit Members who have earned a degree from an accredited college. In order to be entitled to the educational incentive, the member shall have completed twenty-four (24) months of service with the City. It is the obligation of the Bargaining Unit Member to submit proof of an earned degree. The following amounts shall apply:

A. Associate's Degree $425.00

B. Bachelor's Degree $850.00

The incentive pay shall be placed into the Bargaining Unit Member's base rate and be

paid incrementally.

ARTICLE 24
SICK LEAVE

Section 24.1. **Rates of Accrual and Accumulation.** Each Bargaining Unit Member hired prior to January 1, 1993 shall be entitled to sick leave, with pay, at the accumulative rate of one and one-half (1-1/2) days for each calendar month of employment except during periods when said member is in an unpaid leave of absence status. Each employee hired by the City after January 1, 1993 and before September 1, 2004 shall accumulate sick leave at the rate of 1.25 days per month (15 days per year) except during periods when said member is in an unpaid leave of absence status. Each employee hired by the City on and after September 1, 2004 shall accumulate sick leave at the rate of 1.00 days per month (12 days per year) except during periods when said member is in an unpaid leave of absence status. Employees hired prior to January 1, 1993 shall have unlimited accumulation of sick leave. Employees hired after January 1, 1993 shall have unlimited accumulation of sick leave but shall be limited by the provisions of Section 24.7-B as to the amount of sick leave that is paid as compensation at separation.

Section 24.2. **Permissible Uses.** Except as otherwise provided in this Agreement, sick leave may be taken for absence due to non-work related illness, injury, exposure to contagious diseases which could be communicated to other City employees, or to illness in the Bargaining Unit Member's immediate family which requires the member to be away from work. Immediate family for the purpose of this section is spouse, children or other relative living in the member's household. Sick leave for immediate family is applicable only when no alternative is available. Bargaining Unit Members shall not request sick leave except as allowed above. Violations of this provision shall be considered to be a serious infraction and the basis of disciplinary action.

Section 24.3. **Notification.** For sick leave use, each Bargaining Unit Member shall notify the Chief or the Chief's designee as early as possible, but no later than one (1) hour prior to the employee's shift starting. All sick leave to be so classified shall be subject to approval by the Chief of Police.

Section 24.4. **Doctor's Certificate.** For all sick leave absences of three (3) days or more, a Bargaining Unit Member may be required to provide certification of a physician stating the cause for the sick leave absence. Said examination shall be at the Bargaining Unit Member's expense. Further, a Bargaining Unit Member with more than seven (7) separate incidents of sick leave usage in a twelve (12) month period, may be required to submit a physician's statement for each subsequent incident upon written notice to the member. Incidences are defined as a day or block of successive days absent during scheduled work without returning to work. Exceptions may be made for extended illness of Bargaining Unit Members or family upon certification by a licensed physician and approval of the City. The City retains the right to require a fitness for duty

evaluation by a qualified professional at the City's expense.

Section 24.5. **Sick Leave Exchange.** (A) Any unused sick leave accrued by employees hired prior to January 1, 1993 in excess of ninety (90) days may be exchanged by Bargaining Unit Members one (1) time per year at the ratio of two (2) unused sick leave days for one (1) additional day of paid vacation, not to exceed a maximum of ten (10) days of sick leave exchanged for five (5) additional days of vacation in any one calendar year.

(B) Any unused sick leave accrued by employees hired after January 1, 1993 and before September 1, 2004 in excess of seventy five (75) days may be exchanged by Bargaining Unit Members one time per year at the ratio of two (2) unused sick leave days for one (1) additional day of paid vacation, not to exceed a maximum of ten (10) days of sick leave exchanged for five (5) additional days of vacation in any one calendar year.

Employees hired on and after September 1, 2004 shall not be entitled to exchange accrued sick leave for vacation.

Section 24.6. **Wellness Incentive.** Bargaining Unit Members shall receive a cash bonus for non-used sick leave in January of each year. The bonuses shall be as follows:

Sick Leave Used Since the Previous January	Cash Bonus
0 Days	40 hours pay
1 Day	32 hours pay
2 Days	24 hours pay

Section 24.7. **Compensation Upon Separation.**

A. Bargaining Unit Members hired prior to January 1, 1993 who resign, retire or otherwise terminate employment in good standing shall be paid for their accumulated sick leave as follows:

1. Under ten (10) years service, no payment.

2. Over ten (10) years service, but less than twenty (20) years service, one (1) day's pay for each two (2) days of sick leave credit as of the date of separation.

3. Over twenty (20) years service, one (1) day's pay for each two (2) days of sick leave credit earned during the first twenty (20) years of service, one (1) day's pay for each one (1) day of sick leave credit earned after twenty (20) years of service until the date of separation. It is specifically

understood and agreed between the parties that Bargaining Unit Members shall be charged for sick leave taken after twenty (20) years against sick leave earned by them after they have passed twenty (20) years of service.

B. Bargaining Unit Members hired after January 1, 1993 (including those hired on and after September 1, 2004) who resign, retire or otherwise separate employment in good standing shall be paid for their accumulated sick leave as follows:

1. Under ten (10) years service, no payment.

2. Over ten (10) years service, but less than twenty (20) years service, one (1) day's pay for each three (3) days of sick leave credit up to ninety (90) days total sick leave credit as of the date of separation.

3. Over twenty (20) years service, one (1) day's pay for each three (3) days of sick leave credit up to one hundred twenty (120) days total sick leave as of the date of separation.

C. At the Bargaining Unit Member's request, sick leave separation pay shall be paid in three (3) separate checks.

D. The surviving spouse, if any, and if not, the estate of a Bargaining Unit Member who expires while employed by the City shall receive from the City the compensation the Bargaining Unit Member would have received pursuant to this section, computed on the basis of the Bargaining Unit Member's regular hourly rate of pay.

Section 24.8. Funeral Leave.

A. Employees may be granted paid funeral leave with approval of the Chief for a maximum of five (5) work days for the death of a spouse or child, to include stepchildren. In the event of a death of an immediate family member, other than spouse or child, the employee may be granted four (4) work days of paid funeral leave. For purposes of this section, the "immediate family" is defined as: mother, father, sister, brother, grandparent, grandchild, stepparents, stepsiblings, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, legal guardian, or other person who stands in place of the employee's parent.

B. Two (2) days of paid leave may be used when the death is that of any other legal relative which shall be defined as: (i) greatgrandparent; (ii) greatgrandchild; (iii) uncle; (iv) aunt; (v) niece; (vi) nephew; and (vii) first cousin.

C. Funeral leave shall not be charged to sick leave however, sick leave may be used in excess of what is permitted above. This extended leave is at the discretion of the Chief or his designee.

D. The City reserves the right to require documentation of the death.

E. Employees shall use the City Absence Report Form to document funeral leave.

F The City Manager in his discretion may permit funeral leave for a death not otherwise qualifying under subsection (A).

Section 24.9. **Paid Leave Donation.** Employees may voluntarily donate vacation, personal or sick leave in accordance with Section 5.3 of the City Personnel Policy Manual.

ARTICLE 25
INJURY COMPENSATION

Section 25.1. In the event an employee is injured while on duty and is unable to perform either his regularly assigned duties or those light or transitional duties that may be assigned by the Chief or his designee and approved by the treating doctor, the injured employee may receive injury leave. Such leave may be provided if the employee notifies his supervisor within 48 hours following the time of the injury, unless the employee is hospitalized. The notification shall include a doctor's statement of the injury description, employee work limitations, and the expected date of return to full or transitional duty. If the employee is hospitalized immediately following the injury, he shall submit the doctor's statement within 5 days after being released from the hospital.

Section 25.2. Upon injury notification, the employee's supervisor will immediately ensure that the employee receives appropriate medical attention, assess the cause of the injury, and identify any hazardous conditions to be corrected. He will also determine that the injury or occupational illness incurred while on duty, and whether the injury is the result of self-infliction, "horseplay," negligence, or drug or alcohol use. The supervisor will certify that the employee's Injury Report Form is accurate.

Section 25.3. Provided BWC certifies/allows the claim, then the injured employee may be paid for up to 90 calendar days of injury leave after that date for each industrial injury or occupational disease. While on injury leave, the employee will be placed concurrently on medical leave, per the Family and Medical Leave Act.

Section 25.4. Thereafter, beginning with the 91st calendar day of absence due to an injury and having a BWC allowed injury claim, the injured employee is eligible to receive BWC temporary total compensation, and the employee may at his or her option, elect to receive supplemental City compensation to bring the pay rate to his or her base rate. Such supplemental City compensation shall be charged against the employee's accumulated sick leave as long as the employee receives temporary total compensation.

Section 25.5. BWC pays temporary total compensation based on medical evidence from the attending physician. These periodic physician reports ensure the continuous payment of temporary total compensation. BWC will refer injured employees for an

examination at various times to determine whether they still qualify for compensation, rehabilitation, and if they are receiving the proper medical treatment. BWC determines whether to continue or cease temporary total compensation based on evidence of the employee's maximum medical improvement (MMI). MMI occurs when an individual's medical condition stabilizes to the point the injured worker's physical or mental condition will not change, despite continued medical treatment and/or rehabilitation.

Section 25.6. If BWC makes a medical determination that the injured employee has reached MMI, is not physically or mentally able to accomplish the full duties of their City position, and will no longer receive temporary total compensation, the employee may elect to use any remaining accumulated paid leave while expeditiously applying for a disability retirement. The City will require the employee to resign as soon as a decision is made by the appropriate pension agency, or the employee has exhausted his/her accumulated paid leave options.

Section 25.7. An employee returning from injury leave must have a doctor's medical release to return to work. To secure this release, the employee must present a statement from the doctor giving the injury description, date of return to work, and certifying that the employee is able to return to work without any restrictions, or with restrictions and possibly perform light duty . The City Manager or his designee may approve an employee returning to work.

Section 25.8. An employee returning to work from injury leave, who has not used the 90 days of injury leave, and who needs to return to their doctor for required follow-up or continuing treatment as a result of the injury, shall be paid injury leave for these doctor visits as long as a doctor's statement is provided to the City for these visits.

Section 25.9. While on paid City injury leave, all benefits (to include seniority) shall be maintained, except as otherwise provided in this Agreement and the City Personnel rules and regulations.

Section 25.10. The City Manager may require the employee to be examined by a physician of the City's choosing, at City cost, to determine the employee's continuation of an approved injury leave, or to resolve any issue about an employee's return to work. This may involve the employee accomplishing a physical ability test or a psychological examination. If an employee refuses to submit to a medical examination, or if the report from the doctor conducting the medical examination concludes that the employee is either not injured or is able to return to work, further injury leave compensation may be denied.

Section 25.11. If the report from the doctor selected by the City is in conflict with the report submitted by the employee's doctor regarding the injury, limitations on the employee's ability to work, or the expected date of return to work, the member shall be examined by a third doctor selected by the City from a list of doctors to be mutually agreed to by both parties. The City will pay for the cost of this examination. The opinion of the third doctor shall determine the employee's injury status at that time.

Section 25.12. No injury leave will be granted to an employee who is off work because of any medical condition that existed prior to the employee's first day of work with the City, including an aggravation or re-injury, off duty injury, or any such pre-existing condition.

Section 25.13. The City Absence Report Form shall be used to record all forms of leave associated with an employee's injury.

ARTICLE 26
OTHER LEAVES OF ABSENCE

Section 26.1. **Jury Duty.** The City shall grant required leave with full pay where a Bargaining Unit Member is summoned for any jury duty. All compensation received from the summoning court for such duty shall be paid to the City unless such duty is performed totally outside of the member's regularly scheduled duty hours. Bargaining Unit Members released from jury duty prior to the end of their scheduled duty period shall report to work for the remaining hours of such work shift.

Section 26.2. **Military Leave.** All Bargaining Unit Members who are members of the Ohio National Guard, the Ohio Military Reserve, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods of time not to exceed twenty-two (22) eight (8) hour work days or one hundred seventy-six (176) hours in any one (1) calendar year from January 1 through December 31. The member is required to submit to the City an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one (1) continuous period of time. Bargaining Unit Members who are members of those components listed above will be granted emergency leave for mob control, riot control, flood, civil defense or similar duties when so ordered by the governor to assist civil authorities. Such leave will be paid provided it does not exceed the maximum hours of military leave provided above or as otherwise required by applicable federal or state law. The leave will cover the official period of the emergency. The member must pay the City the military base pay for such military leave unless such mandatory reimbursement is prohibited by applicable law.

Section 26.3. **Unpaid Leaves.** After exhausting appropriate paid leaves of absence, a Bargaining Unit Member may apply for an unpaid leave of absence. Such application will be processed as follows:

A. Upon the formal application of a Bargaining Unit Member, the City Manager may grant the Bargaining Unit Member a leave of absence without pay.

B. The maximum duration of a leave of absence without pay for personal reasons of the Bargaining Unit Member shall not exceed six (6) months. Such a leave may not be renewed or extended beyond six (6) months.

C. The maximum duration of a leave of absence without pay for the purpose of education, training or specialized experience which would benefit the City shall not exceed one (1) year.

D. The authorization of a leave of absence without pay is solely a matter of administrative discretion, and each request will be decided by the City Manager based upon its own merits. Except for emergencies, Bargaining Unit Members will advise the City Manager sixty (60) days prior to commencement of the desired leave so that the various departmental functions may be processed properly.

E. Upon returning from a leave of absence, the Bargaining Unit Member is to be placed in the Member's original position, or another position at a similar level of responsibility with the same pay rate should the original position be abolished.

F. A Bargaining Unit Member may return to work before the scheduled expiration of leave as requested by the Bargaining Unit Member and agreed to by the City Manager. When a Bargaining Unit Member fails to return to work upon the expiration of an authorized leave of absence without pay, that Bargaining Unit Member, absent extenuating circumstances, shall be considered having resigned from the position, and will not receive seniority credit for the period of the leave.

G. A Bargaining Unit Member who has received any type of authorized leave of absence without pay does not earn sick or vacation leave credit, nor is the member eligible for City paid health and life insurance, but may purchase said insurance at the member's own expense. However, time spent on the leave of absence is to be considered in determining length of service for purposes where seniority is a factor. Bargaining Unit Members shall not earn holidays or longevity vacation bonus credit while on an authorized leave without pay.

H. If it is determined that a Bargaining Unit Member is abusing the leave of absence and not actually using the leave for the purpose specified, the City Manager may cancel the leave and provide the Bargaining Unit Member with a written notice directing the Bargaining Unit Member to report for work.

I. All leaves of absence are to be submitted on the City provided Request for Leave of Absence Form with any supporting documentation attached.

J. Any Bargaining Unit Member who obtains a leave of absence without pay and accepts employment elsewhere will be considered as having voluntarily terminated employment with the City.

Section 26.4. **Family and Medical Leave.** A Bargaining Unit Member shall be granted up to twelve (12) weeks of unpaid Family and Medical Leave in accordance with federal law and Section 5.7 of the City Personnel Policies Manual as revised May

2, 2004. FMLA leave shall run concurrently with other leave to which an employee is entitled.

ARTICLE 27
LIABILITY

Section 27.1. **Liability Coverage.** The City agrees that it will defend any suit seeking damages arising out of the performance of a Bargaining Unit Member's official duties and will pay on behalf of all members of the bargaining unit all sums which they shall become legally obligated to pay as damages because of liability arising out of the performance of their official duties of employment to the extent that the City is obligated to do so under the provisions of Section 2744.01 through 2744.09 inclusive of the Ohio Revised Code.

Should the Federal and/or State Courts finally determine that any of the above sections are unconstitutional or should the current section of Section 2744.01 through 2744.09 be changed, modified or deleted by the General Assembly, then the City agrees that it will pay on behalf of all members of the bargaining unit all sums which the Bargaining Unit Members shall become legally obligated to pay as compensatory damages because of liability arising out of the performance of their official duties or employment. The City further agrees to defend any suit seeking damages arising out of the performance of a Bargaining Unit Member's official duties, even if the allegations of the suit are groundless. It is further agreed that the City may take such investigation and settlement of any claim or suit as it deems expedient.

An attorney will be provided for a retired Bargaining Unit Member for any criminal or civil matter that arose out of the scope of the retiree's former employment with the City.

ARTICLE 28
MISCELLANEOUS

Section 28.1. **Annual Meetings.** The Chief of Police will conduct an annual meeting of divisional personnel to discuss developments that affect employees and to receive comments and suggestions regarding Division operations and policies. Additional meetings may be requested by either party at any time, although mutual agreement by all parties involved will be necessary to conduct such meetings. The City may require all employees to attend such meetings.

Section 28.2. **Reports.** Written responses promised by each party's representatives during such meetings to items raised at such meetings will be submitted to the other party's representatives who attend such meeting within fifteen (15) calendar days after such meeting, unless the parties mutually agree to a time extension. The City and/or the Labor Council may submit a written report as a result of such meetings.

Section 28.3. **Training Coordinator.** The Lieutenant of Police, at the direction of the Chief of Police, may designate one (1) Bargaining Unit Member as a Training

Coordinator to assist in the implementation of a comprehensive training program.

Section 28.4. **Training.** Each Bargaining Unit Member will be afforded the opportunity to attend at least sixty (60) hours of training over the duration of this Agreement. Firearms training and mandated State training shall not be included.

Section 28.5. **Safety.** The City shall be responsible for providing safe working conditions, tools, equipment and working methods for its bargaining unit members. Employees are responsible for reporting unsafe conditions or practices to their immediate supervisors, for avoiding negligence, and for properly using and caring for facilities, vehicles, supplies and equipment provided by the City. Unsafe conditions shall be corrected as soon as possible.

Section 28.6. **Medical Tests.** The City shall provide, one time per year, at the Bargaining Unit Member's request, a test for AIDS, TB and hepatitis. Such test shall be paid for by the City and shall be administered during regular working hours. The results shall be forwarded from the testing facility directly to the Bargaining Unit Member and shall be made available to the Chief of Police. The City and the Chief of Police shall follow all federal and state laws and regulations regarding the privacy of such tests and their results.

ARTICLE 29
LIGHT DUTY

Section 29.1. The City recognizes that in particular circumstances of an employee's injury or illness, an employee is not able to return to work in a full duty work status; but is capable of performing certain job assignments, which constitute a limited portion of one or more position classifications. These assignments are referred to as light or transitional duty, and may be offered by the City if there is a need for such duty. Such assignments are temporary, and are not to be considered an accommodation to a permanent illness or injury. It serves the mutual benefit of the employee and the City to provide a temporary light duty assignment. Temporary is defined herein as not more than 180 consecutive calendar days.

Section 29.2. This process allows the City to comply with the BWC Managed Care Organization policy that requires the employer to work with the health care provider to return an injured or ill employee to a modified-duty/light duty position, tailored to an injured employee's condition until they regain full capacity to return to full duty. A light duty position description will be written and coordinated with the health care provider. If the health care provider confirms that the injured employee is capable of performing the light duty position, the employee is obligated to accept the position. An employee who refuses an offer of light or transitional duty may forfeit any eligibility for BWC compensation.

Section 29.3. **Application for Light Duty Status.** The supervisor of a full-time employee who is off work due to an injury or illness, or the injured or ill employee may request to return to work on a light duty assignment by doing the following:

A. The supervisor or employee must submit a written request via letter to the City Manager to be placed on light duty status, based on a temporary light duty position description.

B. The employee must obtain and provide to the Chief or his designee a completed Physician's Light Duty Release Form. The form must be completed and signed by the employee's attending physician. The doctor must state that there is reasonable medical probability that the employee will be able to return to full duty at a specified date in the future, and authorize the employee to return to work in a light duty position and outline the parameters within which the employee may work. If their exists a reasonable basis to question the physician's evaluation, the City Manager reserves the right to have the employee examined at City expense if necessary to determine the extent of injury and entitlement to light duty.

Section 29.4. **Approval of Request.** After completing the application process, the City Manager may authorize the employee to return to work in a light duty status for up to 90 consecutive calendar days, based on the approved duty assignment.

Section29. 5. **Extension.** Prior to the end of the first 90 days on light duty status, the employee may request to work additional time on light duty for up to 90 additional consecutive calendar days by submitting the request in writing to the City Manager, and submitting a current written statement from his/her physician, in which the physician approves extended light duty. An extension shall require City Manager approval.

Section29.6. **Criteria for Placement on Light Duty.** The determination of whether or not to place an employee on light duty work status shall be made by the Chief or his designee and the City Manager. The following criteria shall be considered in determining whether or not, to place an employee on light duty. The criteria shall include, but not be limited to:

A. That a light duty position is available for assignment.

B. There exists the medical probability that the employee will be able to return to full duty within 180 days. The employee must be qualified for the assignment as additional training will not be provided.

C. The physician's written opinion is that the employee is able to perform light duty activities, and can return to full duty within 180 days.

Section29. 7. **Work Restrictions on Light Duty.** An employee who receives a light duty assignment will not work overtime or on holidays. An employee who receives a light duty assignment shall not engage in off duty employment without written consent of the Chief or his designee.

Section 29.8. **End of Light Duty Assignment.** A light duty assignment will immediately end should the employee's condition become permanent, as documented by a physician's written statement.

ARTICLE 30
DURATION

Section 30.1. **Duration.**

A. This Agreement shall become effective June 1, 2011 and shall remain in full force and effect through. May 31, 2014.

B. All terms of this Agreement shall be renewed for successive one year periods, unless written notice of a desire to re-negotiate is given by either party to the other at least ninety (90) days but no more than one hundred twenty (120) days prior to May 31, 2014, or any subsequent anniversary date. Upon delivery of such notice, the parties shall meet and negotiate with respect to a new Agreement. Both parties to this Agreement shall strive to commence negotiations for a new Agreement ninety (90) days to one hundred twenty (120) days before the expiration date.

MEMO OF UNDERSTANDING
(New)

1. **Payment for Elimination of Pension Pickup**

When income tax revenue collected by the City for two (2) successive years meets or exceeds a total of Fifteen Million Dollars ($15,000,000.00) the City will commence a program to reimburse all current employees who lost their previous pension pickup by increasing the hourly rate of pay of those employees as follows:

Date Action To Be Taken	Increase in Hourly Rate
June 1 after 2d consecutive year of $15 million Income tax collection	3% increase
June 1 after 3d consecutive year of $15 million Income tax collection	3% increase
June 1 after 4th consecutive year of $15 million Income tax collection	4.7% increase

2. Reopener

In the event that the Ohio Police and Fire Pension Fund imposes an additional contribution requirement upon participating employees and reduces the contribution amount required by the City as employer, upon request of the Union, the parties will meet to negotiate possible modification to the Article 19.1 - Wages. This shall not constitute a reopener of any other provision of the Agreement which provisions shall remain in full force and effect for the remaining term of this Agreement.

3. Duration and Application of Collective Bargaining Agreement and Application of Personnel Policy Manual

The provisions of this Agreement shall remain in full force and effect through May 31, 2014 notwithstanding any future amendment of Ohio Rev. Code Chapter 4117. To the extent that such amendments are determined by a court of appropriate jurisdiction or the State Employment Relations Board to modify any benefits provided to employees under this Agreement, to the extent that the same benefits are already provided to other non-union employees of the City under the City's Personnel Policy Manual, employees covered by this Agreement shall be similarly entitled to such benefits.

FOR THE CITY:

David D. Hicks, City Manager

Thomas R. Schenck, Police Chief

Jennifer Arp, Acting Finance Director

FOR THE FOP/OLC:

Ross Rader, Staff Representative

Keith Leach, Sergeant

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	}	Case No(s): 11-MED-05-0822
EMPLOYEE ORGANIZATION,	}	(Sergeants)
	}	
and,	}	
	}	
CITY OF MORAINE,	}	
EMPLOYER.	}	
	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,

Tara M. Crawford
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