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**AGREEMENT BETWEEN THE CITY OF MOUNT VERNON
AND THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.**



**ON BEHALF OF THE POLICE OFFICERS, SERGEANTS AND RADIO
CLERKS UNIT
BARGAINING UNITS
OF THE POLICE DEPARTMENT OF THE
CITY OF MOUNT VERNON**

**EFFECTIVE DATES
DECEMBER 17, 2011 – DECEMBER 16, 2014**

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ARTICLE 1
STATEMENT OF PURPOSE

1.1 This Agreement is entered into by the City of Mount Vernon, hereinafter referred to as the "City", and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "Union" or the "Exclusive Bargaining Agent." Its purpose is to promote harmonious relations between the City and the Union, establish an equitable and peaceful procedure for the resolution of differences, and establish wages, hours, and other terms and conditions of employment.

ARTICLE 2
UNION RECOGNITION

2.1 The City recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, hours, benefits, and other terms and conditions of employment for all those employees of the City in the bargaining unit described below. Where used in this Agreement, the term "bargaining units" shall be deemed to include those individuals regularly employed full time in the classifications listed:

- (A.) Police Sergeant Unit-As certified by S.E.R.B. in case # 93-REP-09-0174 on February 8, 1994.
- (B.) Police Corporals and Police Officers Unit-As certified by S.E.R.B. in case #93-REP-09-0175 on February 8, 1994.
- (C.) Parking Meter Attendants and Radio Clerks Unit -As certified by S.E.R.B. in case #93-REP-09-0176 on February 8, 1994 and amended on August 18, 1994.

2.2 All positions and classifications not specifically established herein as being included in the bargaining units, shall be excluded from the bargaining units.

2.3 Management, confidential, temporary, part-time (less than 20 hours per week) substitute, and seasonal employees shall not be included in the bargaining units.

2.4 If a dispute occurs between the City and the Union as to the inclusion or exclusion of a classification from the bargaining units, the parties will discuss the matter and, if they are unable to reach agreement thereon, both parties shall mutually file a petition with SERB requesting a unit clarification determination with respect to the inclusion or exclusion of that classification. This section establishes mutual consent under O.A.C. Paragraph/Section 4117-5-01.

2.5 The City shall establish all duties and responsibilities for each job classification covered by the bargaining unit. Listing the job classifications in Section 2.1 has no effect on the City's right to add or eliminate classifications. This article eliminates job audits under the Ohio Revised Code. If an employee's job is changed substantially, the Union may demand to bargain over a wage adjustment. If the parties cannot agree to a wage adjustment, they shall submit one last best offer to an arbitrator selected in accordance with Article 12 of this Agreement. A

“substantial change in job duties” means that the core responsibilities of an existing job have changed by at least 50 percent.

2.6 The parties have voluntarily agreed to apply the terms and conditions of this Agreement to all of the classifications outlined in Section 2.1 above, even though SERB certified three separate bargaining units for those classifications. All articles of this Agreement apply to the classifications listed in Section 2.1 above, unless the classification is specifically excluded from an article or provision of this Agreement.

ARTICLE 3 DUES DEDUCTION

3.1 All dues deductions and fair share fees shall be made in accordance with state and federal statutory and case law.

3.2 The City and the Union agree that membership in the Union is available to all employees occupying classifications as have been determined by this Agreement to be appropriately within the bargaining unit, upon the employee's successful completion of their individual new-hire probationary periods.

3.3 The City agrees to deduct regular Union membership dues, fees and assessments once each month from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form (see Appendix B) must be presented to the City by the employee. Upon receipt of the proper authorization, the City will request the Auditor to deduct Union dues, fees and assessments from the payroll check for the next calendar week following the pay period in which the authorization was received by the City and in which Union dues are deducted, and to send all collected dues, fees and assessments once per month to the designated F.O.P. representative, at 222 East Town Street, Columbus, Ohio 43215.

3.4 After sixty (60) days of employment, all employees in the bargaining unit who are not members of the Union, shall pay a fair share fee to the Union as a condition of employment. The fair share amount shall be a proportionate amount of regular monthly membership dues as required by law and shall be certified to the City as is necessary to be accurate. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein. One (1) month notice must be given to the payroll clerk prior to making any changes in such fee deduction.

3.5 It is specifically agreed that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues, fees and assessments and the Union hereby agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings by any employee arising from deductions made by the City pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

3.6 The City shall be relieved from making any such individual dues deductions upon (a) termination of employment; (b) an employee's transfer to a job other than one covered by the bargaining unit; (c) an employee's layoff from work; (d) an employees approved unpaid leave of absence; (e) an employee's revocation of the check-off authorization in accordance with its terms or the terms of this Agreement.

3.7 The City shall not be obligated to make dues, fees or assessment deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues, fees and assessment deductions.

3.8 Neither the employee nor the Union shall have a claim against the City for errors in the processing of deductions, unless a claim of error is made to the City in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction will normally be made by deducting the proper amount.

3.9 The rate at which dues and assessments are to be deducted shall be certified to the payroll clerk as is necessary to be accurate. One (1) month advance notice must be given to the payroll clerk prior to making any changes in an individual's dues or assessment deduction.

3.10 Each eligible employee's written authorization for dues, fees and assessment deduction shall be honored by the City for the duration of this Agreement, unless the eligible employee certifies in writing by certified mail to the City and the Union that the dues authorization has been revoked, at which point the dues, fees and assessment deduction will cease to be effective the pay period following the pay period in which the written deduction revocation was received by the City. A revocation request may be submitted by an employee only, no earlier than thirty (30) days prior to the expiration of this Agreement.

ARTICLE 4 UNION REPRESENTATION

4.1 The Union agrees to notify the City by letter of the names of the F.O.P. staff representatives who normally service the Local bargaining unit.

The City agrees to permit one (1) State level union representative to the City's facilities and worksites during the working hours upon advance notice to the City. Such visitations shall be for the purpose of participating in the adjustment of grievances and attending other meetings, as permitted herein.

4.2 The Union agrees to provide the City a list of local officers' names, addresses, and positions held. The Union agrees to keep the list current.

4.3 The Union will designate one (1) steward for each shift in each department.

The Union will select one (1) steward as chief steward and shall select an alternate chief steward to act in the absence of the chief steward. When a supervisor questions an employee and the questioning is for the purpose of determining if the employee will be disciplined, the

employee will be so advised and will be permitted to have his or her shift steward present during questioning. An employee can request representation by a different steward or by the Chief Steward, or, in cases with possible criminal implications, an F.O.P. Staff Representative. The supervisor can grant the request, at the supervisor's discretion, if doing so will not result in unreasonable delay or otherwise compromise the investigation. Employees are represented by their shift steward or the chief steward (or his alternate). In the absence of the steward assigned to the represented group, as noted above, the chief steward will have the same privileges as the steward, with the added responsibility of representing stewards.

4.4 The alternate chief steward has the same privileges and may act in the place of the chief steward in his absence.

4.5 A steward involved in representation of an employee at a grievance presentation or disciplinary conference, will be permitted to leave his work and work area to represent that member at the meeting, provided the steward has received approval from his supervisor and provided the steward notifies his supervisor of his time of departure from and upon his return to the job. Approval will not be unreasonably withheld. If approval is withheld, the timelines shall be extended until approval can be obtained. The City will provide a log record for this purpose.

If the meeting is scheduled during the steward's duty hours, the steward shall not suffer any loss of pay while attending the meeting.

4.6 The chief steward or his alternate will be permitted forty (40) hours each annually to investigate grievances without loss of regular straight time pay or benefits. They may arrange with the Safety-Service Director for a transfer of time from one to the other. Each will note on the steward's log when he is investigating grievances.

4.7 An employee shall not be permitted to function as a Union representative until the Union has presented the City with written certification of that person's selection.

4.8 The investigation and writing of grievances shall be on non-work time, except as provided in Sections 4.5 and 4.6.

4.9 Rules governing the activity of Union representatives are as follows:

(a) The Union agrees that no official of the Union (employee of non-employee) shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent authorized by the Agreement.

(b) The Union shall not conduct Union activities in any work area without notifying the supervisor in charge of that area of the nature of the Union activity.

(c) The Union employee official (chief steward or stewards) shall cease unauthorized Union activities immediately upon the request of the supervisor of the area in which Union activity is to be conducted or upon the request of the steward's immediate supervisor.

4.10 Meetings of the committees of the Union 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.

ARTICLE 5 BULLETIN BOARD

5.1. Employees shall be provided bulletin board space for use by the Union to enable their members to see notices posted when reporting to or leaving their work stations.

5.2 The items posted shall not be political, partisan or defamatory.

ARTICLE 6 LABOR MANAGEMENT MEETINGS

6.1 At least once per quarter at the request of either party, but no more often than once per month, the Safety-Service Director and/or his designees shall meet with not more than three (3) employee representatives and one (1) professional staff representative of the Union to discuss pending problems and to promote a more harmonious labor/management relationship. Additional representatives may attend by mutual agreement.

6.2 An agenda will be mutually agreed to at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting. The Union shall furnish the names of those Union representatives who will be attending. The purpose of such meeting shall be to:

- (a) Discuss the administration of the Agreement;
- (b) Notify the Union of changes made by the City which affect bargaining unit members of the Union;
- (c) Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- (d) Disseminate general information of interest to the parties;
- (e) Discuss ways to increase productivity and improve efficiency; and
- (f) Consider and discuss health and safety matters relating to employees.

6.3 It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened within five (5) days.

6.4 Labor/management meetings are not intended as negotiation sessions to alter or amend the basic Agreement.

6.5 Bargaining unit employees representing the Union, as authorized by this Agreement, in labor/management meetings shall be given sufficient time without loss of pay or benefits to attend these meetings, provided operational needs do not require the employee's presence at the worksite. The City shall not be required to pay employees for attending during their non-working hours.

The City shall normally schedule the meetings during working hours.

6.6 As a courtesy and to facilitate the adjustment of work schedules, the Union representatives will personally notify immediate supervisors and department heads of the dates and times of such meetings, immediately upon the parties reaching mutual agreement as to the date and time of any such meeting.

ARTICLE 7 MANAGEMENT RIGHTS

7.1 Except to the extent expressly limited only by the specific articles and sections of this Agreement, the City reserves, retains, and possesses, solely and exclusively, all the inherent rights and authority to manage and operate its facilities and programs. Such rights shall be exercised in a manner which is not inconsistent with this Agreement. The sole and exclusive rights and authority of the City include specifically, but are not limited to, the rights listed in O.R.C. Section 4117.08(C), numbers 1-9:

- (A) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- (B) Direct, supervise, evaluate, or hire employees;
- (C) Maintain and improve the efficiency and effectiveness of governmental operations;
- (D) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- (E) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- (F) Determine the adequacy of the work force;
- (G) Determine the overall mission of the employer as a unit of government;
- (H) Effectively manage the work force;
- (I) Take actions to carry out the mission of the public employer as a governmental unit.

- (J) To make reasonable accommodations for employees who are considered disabled under the Americans with Disabilities Act, even if the accommodations would violate an express term of this Agreement.

The City does not have to bargain over its management rights or their effects.

ARTICLE 8 NON-DISCRIMINATION

8.1 Neither the city nor the Union shall discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status, age (over 40), political affiliation, disability, or membership in the Union.

8.2 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

8.3 The City agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraints, or coercion by the employer or any employer representative against any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union.

8.4 The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

8.5 The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or Union activities.

ARTICLE 9 NO STRIKE/NO LOCKOUT

9.1 Inasmuch as this Agreement provides machinery for orderly resolution of grievances, the City and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of the City of Mount Vernon. Therefore:

- (a) The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the City, or other concerted activity, by its members or other employees of the City. When the City notifies the Union that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. Any employee

failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be disciplined up to and including discharge.

In the event any other Union or group of employees of the City engages in any kind of interruption of the City's business by way of strike or work stoppage of any kind, or other concerted activity, employees in the bargaining unit of this Agreement shall make every effort to come to work or continue to work. In the event such strike or work stoppage presents an immediate and imminent threat of physical harm to a bargaining unit employee and the City does not attempt to provide the employee with reasonable protection, the employee need not work but will not be paid for time lost.

(b) 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 Union, unless those members shall have violated Section (a) of this Article.

9.2 Work stoppage prohibited under this Article includes a refusal to work based on safety and equipment reasons. Safety and equipment issues are resolved pursuant to the grievance procedure.

ARTICLE 10 WORK RULES AND DIRECTIVES

10.1 The parties recognize that it is the philosophy of the City that, to the extent reasonable, bargaining unit members will be put on notice, in writing and in advance of any alleged violations, of work-related conduct expected of them by the City and their fellow workers. The parties further understand that it is in the interest of the City to protect the rights and well being of all bargaining unit members of the City while not unduly restricting the generally accepted individual rights of any employee. The City shall promulgate written work-related rules in the department.

10.2 The City agrees that, to the extent any work rules have been or will become reduced to writing, every bargaining unit member shall have access to them for the duration of this Agreement. Copies of newly established written work rules or amendments to existing work rules will be furnished to and discussed with the Chief Steward or his designee of the Union at least seven (7) days prior to the effective date of such rules or amendments. Should any work rules conflict with the specific provisions of this Agreement, such rules shall be invalid to the extent of this conflict.

10.3 It is the City's intention that work rules and directives are to be interpreted and applied uniformly to all bargaining unit members under similar circumstances. The City may, however, establish different work rules to meet the specific needs of a shift or classification. Of course, any member against whom such work rules and directives are enforced, may challenge the reasonableness or uniformity of their application or interpretation through grievance procedure.

10.4 It is understood that the City has the authority to promulgate work-related rules to regulate the conduct expected of the City's employees. Work rules will be reduced to writing and made available to all members. The signature of a bargaining unit member on such written work rules, procedures, and directives shall only be viewed by the City as evidence that the member read it, and not that the member necessarily agreed with it.

10.5 Within six (6) months after the ratification of this agreement, all bargaining unit members will have current versions of the Department "Policies, Procedures and Work Rules Manual." All bargaining unit members shall receive a copy of this Agreement and the manual.

ARTICLE 11 CORRECTIVE ACTION

11.1 No employee shall be reduced in pay or position, suspended, discharged, or otherwise disciplined except for just cause.

11.2 Disciplinary action on measures shall include only the following:

- (a) written warning;
- (b) written reprimand;
- (c) suspension;
- (d) reduction in pay or position; and
- (e) discharge.

If the City has reason to discipline an employee, it shall be done in a private businesslike manner in order to avoid embarrassing the employee before other employees or the public. The employee shall acknowledge receipt of the disciplinary action taken. Subject to the exceptions described in Article 4.3, an employee who is requested to meet or confer with a supervisor and who has been advised that disciplinary action may result from the meeting, may have his union steward attend with him.

11.3 Before any suspension without pay or termination can occur, the City will give the employee written notice of the charges against him or her, a copy of any written complaint and copies of any written statements or other documented evidence to be relied on by the City. This information will be provided at least twenty-four (24) hours prior to any pre-disciplinary hearing. At a pre-disciplinary hearing before the Safety Service Director, an employee may be represented by the steward of the employee's choice or by an FOP staff representative.

11.4 Except in extreme instances wherein the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive, and uniform manner in accordance with this Agreement. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

11.5 Records of oral warnings and written reprimands shall cease to have force and effect and be removed from active personnel file twelve (12) months after their effective date, provided there are no intervening disciplinary actions taken during that time period. Records of

disciplinary suspension shall cease to have force and effect and be removed from active personnel file eighteen (18) months after their effective date, providing there is no intervening disciplinary actions taken during that time period.

11.6 If a bargaining unit member disagrees with disciplinary action taken, he may use the grievance procedure.

11.7 Upon the employee's request, where the employee has been suspended for up to ten days, the City may forfeit the employee's vacation pay or personal days instead of docking his regular pay for the term of the suspension. In his request, the employee shall indicate whether vacation or personal days are to be deducted. If the City decides to make such a forfeiture, the suspension is final and is not subject to binding arbitration or to any other forum of conflict resolution or legal challenge.

Section 11.8. Internal Review: When the Employer conducts an investigation concerning an employee and the Employer believes that disciplinary action of record (reprimand of record, suspension, reduction, or removal) will or may result, the employee will be notified that such result is possible. Whenever formal complaints are filed by a citizen against an employee, the Complainant will be asked to sign a written complaint. If the Complainant is unwilling to sign a written complaint, the person taking the complaint will document the allegations in sufficient detail to allow for investigation.

A. Before an employee may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, the employee shall be advised that such conduct, if continued, may be the basis for such a charge.

B. When an employee is the subject of a disciplinary investigation that the Employer believes could lead to discipline of that employee, the employee shall be notified of such and be given a reasonable opportunity to consult with a union representative before being required to answer questions and to be accompanied by a union representative during questioning. A request for a union representative will not be justification to unreasonably delay questioning.

C. If during an interview of an employee who at the time the interview began was not considered a subject of investigation or possible discipline, the investigator has reason to believe the employee has become the focus of the investigation or another investigation, the investigator shall notify the employee of that fact and the employee's rights under this agreement.

D. When an anonymous complaint is made against an employee, the Chief or designee may investigate, including interviewing the employee complained about. If there is no evidence to support the complaint, it shall be classified as unfounded and no action will be taken. If, during the course of the investigation, the identity of the complainant becomes known, that information will be provided to the employee complained about, provided that doing so will not compromise the continuation of completion of the investigation. In any case where the identity of a complainant is known, it will be provided to the employee complained about before any final decision is made or action taken on the complaint.

E. An employee who had been under investigation shall be informed, in writing, of the outcome of the case at the conclusion of the investigation. No unsubstantiated complaint will be placed in an employee's personnel file.

F. The Employer shall attempt to complete investigations that do not involve the possibility of criminal charges within ninety (90) days of commencing the investigation. If the investigation is not completed within ninety (90) days, the Employer shall notify the employee of the status of the investigation, unless the investigation would or might be compromised by disclosure to the employee.

G. The Employer may use a lie detection device, provided there have been scientific studies that deem the instrument reliable in detecting deception when used correctly, to investigate the truth of statements made by members only if they are the subject of an investigation or at the employee's written request. The member shall be entitled to a union representative at all stages of the lie detection examination. Any such lie detection examination shall only be conducted by a certified operator that is not a member of a law enforcement agency or company located in Knox County. No disciplinary action shall be taken by the Employer based solely on the results of such tests.

ARTICLE 12 GRIEVANCE PROCEDURE

12.1 The grievance procedure is a formal mechanism intended to assure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard and answered and that appropriate action is taken to correct a particular situation.

The time period for pursuing a grievance begins when the grievance actually occurs or grievant should be reasonably aware of grievance.

Informal Step	*Discussion with immediate supervisor and verbal answer in 5 days.
Step 1: Immediate Supervisor	*Written grievance with immediate supervisor within five (5) days after immediate supervisor's Informal Step answer. Grievance filed within ten (10) days of when grievance occurred or when grievant should have been aware of grievance. Immediate supervisor investigates grievance and provides written response within five (5) days of receiving the grievance.
Step 2: Department Head	*Grievance filed with Department Head within five (5) days after immediate supervisor's Step 1 response. Department head must schedule meeting, investigate grievance and provide written answer within ten (10) days after receiving the employee's grievance from Step 1.
Step 3: Safety Service Director	*Grievance filed with Service/Safety Director within five (5) days of the employee having received the Department Head's Step 2 response.
	*Service/Safety Director must investigate the grievance, hold a meeting with the grievant and his union representative, and provide the grievant a written response within fourteen (14) days of having received the employee's grievance from Step 2.
Step 4: Arbitration	*Demand for arbitration submitted to Service/Safety Director within fourteen (14) days after Director's Step 3 answer. Demand sent to the Director.
	*Parties select arbitrator from panel listed under Arbitration Procedure.
	*Hearing date must be selected within fourteen (14) days after the arbitrator has accepted the appointment.

Definitions

12.2 The term “grievance” shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement, during its term.

Where the alleged grievance is of a nature that qualifies for investigation or appeal under the rules of the Ohio Civil Rights Commission, or the Equal Employment Opportunity Commission, the aggrieved employee may only appeal the grievance through Step 3 of this Agreement and may not arbitrate said grievance under this Agreement, unless, the employee first waives any and all recourse he has through those agencies. The City will provide a form for this

purpose. If the agencies determine they have no jurisdiction over this matter, the waiver is void and the employee may seek arbitration under this Agreement within ten (10) working days of the date of such a determination.

Grievance Procedure Rules

12.3 All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. If the supervisor and the department head are one and the same, for purpose of the Article, means the person who is lowest in line of authority over the grievant and is not a member of the bargaining unit. Grievances involving suspension or discharge may be initiated at the Safety-Service Director step.

A grievance may be brought by a member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting members in the same manner, one member selected by each group shall process the grievance.

Any grievance not answered by management within stipulated time limits may be advanced to the next step in the grievance procedure. All time limits on grievances or steps in the procedure may be waived upon written mutual consent of the parties.

All written grievances must contain the following information:

- (a) aggrieved employee's name and signature;
- (b) aggrieved employee's classification;
- (c) date grievance was first discussed;
- (d) name of supervisor with whom grievance was discussed;
- (e) date grievance was filed in writing;
- (f) date and time grievance occurred;
- (g) where grievance occurred;
- (h) description of incident giving rise to the grievance;
- (i) Articles and Sections of Agreement violated; and
- (j) resolution requested.

References to Immediate Supervisor, Department Head or Safety/Service Director includes their designees acting on their behalf.

When an employee covered by this Agreement represents himself in a grievance, no settlement shall conflict with any provision of this Agreement. An employee may choose one (1) other employee, who shall be a union steward, to accompany him in Step 1, 2, and 3 of this

procedure. In addition to the union steward at Step 3, the grievant may have a professional staff representative present.

It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood by the parties that in the interest of resolving grievances at the earliest possible step of the grievance procedure it may be beneficial that other representatives not specifically designated, be in attendance. Therefore, it is intended that either party may bring additional representatives to any meeting in the grievance procedure, but only upon advance mutual agreement among the parties specifically designated to attend such meeting, if such additional representative(s) has input which may be beneficial in attempting to bring resolution to the grievance.

The Union shall have the responsibility for the duplication, distribution, and their own accounting for the grievance forms.

When a grievant, supervisor, department head, or Safety-Service Director is required to perform an act under this grievance procedure that falls on his scheduled day off, paid leave or approved leave without pay, he shall have through his next working day to perform the act.

It is agreed that the language contained in this Article, to the extent that it requires the Employer to schedule and hold a grievance hearing within a set time frame, will be satisfied by good faith effort and that the time limits contained in this Article may be extended if either party is absent from work on the actual date.

Arbitration Procedure

12.4 Upon receipt of a notice to arbitrate, the parties will request a panel of seven (7) potential arbitrators from the Federal Mediation and Conciliation Service. The parties will choose an Arbitrator by alternately striking names from the panel until one name remains. Each party shall have the option to completely reject the list of names and request another list only once. FMCS will be notified of the arbitrator and a hearing will be held as soon as possible after the arbitrator confirms appointment.

Arbitration Rules

12.5 The first question to be placed before the arbitrator may be whether or not the alleged grievance is related to matters specifically covered by the Agreement. If the arbitrator determines that the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator in the same hearing. If the grievance is not arbitrable, the grievance will be considered concluded at that point and the arbitration costs will be paid by the losing party.

12.6 The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement, and he shall be without power or authority to make any decisions:

- (a) Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement.

(b) Concerning the establishment of wage scales.

(c) Providing agreement for the parties in those cases, where, by their contract, they may have agreed that future negotiations should occur to cover the matter in dispute.

(d) Granting any right or relief or any alleged grievance occurring at any time other than the contract period in which such right originated.

The decision of the arbitrator resulting from an arbitration of grievances hereunder shall be in writing and sent to the Safety-Service Director, the spokespersons, and the grievant. The decision of the arbitrator made within his jurisdiction shall be final and binding on the parties.

The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and the rent, if any, for the hearing room shall be borne by the losing party. The expenses of any witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript.

The arbitrator shall render in writing his findings and award as quickly as possible after the hearing, and shall forward such findings, awards, and all supporting data to the office of the Safety-Service Director of the City and to the Columbus headquarters of the Union within no more than thirty (30) consecutive days. Arbitration proceedings shall take place in the City of Mount Vernon.

ARTICLE 13 PERSONNEL FILES

13.1 It is recognized by the parties that the City must prescribe regulations for the custody, use and preservation of the records, papers, books, documents, and property pertaining to the City. In the event of a request for personnel or other records regarding an employee, the City will not disclose personal identification materials which have been exempted from public disclosure, such as photographs, personal addresses and home telephone numbers.

13.2 No discipline or other corrective action notice, complaints, or commendations will be placed in an employee's personnel file or in any supervisor's file or the Safety Service Director's file without a copy also being given to the employee. If a member of the public makes a public records request for an employee's personnel file, the Employer shall notify the employee that such a request has been made. If the member can not be contacted, the Employer shall notify a union representative. The employee or representative may request to review the personnel file prior to release to the member of the public. The employee or representative may present reasons to the Employer why certain documents should not be released. However, the final decision concerning what must be released in response to a public records request rests with the Employer. The parties agree that, absent extenuating circumstances, the Employer shall not be obligated to delay its reply to the requesting party more than twenty-four (24) hours after the request for the records was made.

13.3 Every member shall be allowed to review his personnel file, in its entirety, at any reasonable time and at reasonable hours upon request. If any member is involved in a grievance regarding such matters in his personnel file that may be material, the affected employee's Union representative shall also be granted the use of the member's personnel file at a reasonable time, where such access is authorized, in advance, by the bargaining unit member.

13.4 If a bargaining unit member, upon examining his personnel file, has reason to believe that there are inaccuracies, in those documents the member may write a memorandum to the Safety-Service Director or his appropriate representative explaining the alleged inaccuracy. If, upon investigation, the Safety-Service Director sustains such allegation, he shall do one of the following:

(a) The member's memorandum shall be attached to the material in question and filed with it, and the Safety-Service Director or his representative shall note thereon his concurrence; or

(b) The Safety Service Director or his representative shall remove the inaccurate material from the personnel file.

13.5 Any new material placed in the bargaining unit member's personnel file, may be reviewed by that bargaining unit member.

If such material is not inaccurate but the member feels that clarification of such material is necessary, the member may submit to the Safety-Service Director or his representative a written, clarifying or explanatory memorandum not to exceed one (1) page in length. Should the memorandum not contain derogatory or scurrilous matter regarding the administration or any other employee, the Safety-Service Director shall immediately have such memorandum attached to the material to which it is directed and placed in the member's personnel file.

13.6 In the event the Employee is not satisfied with the action taken in 13.2 or 13.3, he shall be allowed recourse through the grievance procedure.

ARTICLE 14 PROBATION PERIODS

14.1 Every newly hired full-time employee will be required to successfully complete an initial probationary period. The new hire probationary period shall begin on the first day for which the employee receives compensation from the City and shall continue for a period of one (1) year. Probationary employees may be removed without cause during their initial probationary period.

14.2 All newly promoted employees shall serve a promotional probationary period of one hundred eighty (180) days. An employee in a promotional probationary status may be removed without cause, subject to the chief's approval from his promotional position, or he may request a demotion during the probationary period. However, the City shall place the employee

so removed or demoted in a position in the classification he held immediately prior to the promotion.

14.3 Newly hired probationary employees may neither join the Union nor file grievances until they have satisfactorily completed their initial Probationary Period.

14.4 Should the City reclassify an employee, he shall not be required to serve a probationary period.

ARTICLE 15 JURY AND WITNESS DUTY

15.1 An employee called for jury duty by a federal, state or municipal court in Ohio or who is subpoenaed to testify on a job-related matter by the Employer before a court of law or administrative board or agency shall be granted a leave of absence for the period of jury service or witness service and will be compensated at his regular rate of pay, unless he elects to keep the duty or witness pay, in which case he shall not receive his regular pay.

15.2 To be eligible for jury duty pay or witness pay, an employee shall notify his supervisor in advance. The employee shall remit to the Employer whatever sum is paid to him as compensation for his appearance or service. The employee shall remit a certificate showing evidence that he appeared and served as mentioned above to receive pay for same.

15.3 If the employee is released from jury duty or witness duty prior to the end of the work day, the employee shall return to work.

15.4 An employee shall not receive pay under this Article for a case in which he is a party, unless he is a defendant in an action that arises out of the performance of his job duties.

ARTICLE 16 HEALTH AND SAFETY

16.1 Where the circumstances deem it necessary, employees shall be expected to wear all safety equipment issued by the City. Nothing in this Article is intended to require the City to purchase specific equipment, tools, safety, or first aid equipment.

16.2 There shall be a Safety Committee made up of the Safety-Service Director, Chief of Police or his designee, Chief Steward and two (2) other Union representatives, who shall meet quarterly for reviewing current health and safety conditions concerning employees. Recommendations made by the Safety Committee are advisory only.

16.3 Bargaining unit representatives to the Committee shall be allowed a reasonable amount of time within their department to investigate health and safety conditions, and to attend any Committee meetings scheduled.

16.4 To the extent possible, the City agrees to furnish and to maintain in safe working condition all tools, facilities, vehicles and equipment, and all necessary supplies for same required to safely carry out the duties of each departmental position. Bargaining unit members are responsible for reporting in writing to the department head, Safety Committee, and Safety-Service Director any unsafe conditions or practices and for properly using and caring for all tools and equipment furnished by the City.

16.5 Adequate first-aid equipment and training will be provided by the City. Bargaining Unit members shall be trained and re-certified as required to maintain their certification for basic first-aid and CPR, either through training with City employees or through outside training as determined by the Employer.

16.6 Any equipment, tools, and vehicles which a bargaining unit member in good faith believes to be unsafe shall immediately be reported in writing to his supervisor, department head, Safety Committee, and Safety-Service Director. An investigation by the supervisor shall be required and every effort made to correct same immediately. If the bargaining unit member is not satisfied, the Safety Committee is to be notified for their investigation and proper reports made.

16.7 It shall be the responsibility of the department head for the proper shift manning.

ARTICLE 17 WAIVER IN CASE OF EMERGENCY

17.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor, the Federal or State Legislature, such as acts of God, the following conditions of this Agreement shall automatically be suspended, not to exceed a maximum of two (2) calendar days unless mutually agreed to by the City and the Union:

- (a) time limits for Management or the Union's replies on grievances; and
- (b) all work rules, agreements, and/or practices relating to the assignment of all employees.

17.2 Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievances) have properly progressed.

ARTICLE 18 HOURS AND OVERTIME

18.1 The normal work week for all regular bargaining unit employees covered by this Agreement shall be forty (40) hours in pay status work in five (5) consecutive eight (8) hour days, exclusive of the time allotted for meals, during the period starting 12:01 a.m. Sunday to 12:00 p.m. midnight Saturday, except where different hours are necessary to meet operations requirements. However, this Section shall not constitute or be construed as a guarantee of hours

of work per day or per week, and the City reserves the right as operational needs and conditions require to establish and/or change work hours and work scheduling. In November of each year, members who have completed two years of service shall select their shift assignment and days off by rank seniority, then departmental seniority. In no case will a sergeant's and corporal's day and shift off be the same. The Chief may veto a member's shift selection at the time of bidding or thereafter provided the decision to do so is not arbitrary or capricious. Shift selections shall go into effect at the beginning of the next work schedule after January 1st.

18.2 For bargaining unit members working the normal week schedule described in Section 1, all hours worked in any work week in excess of forty (40) hours worked per week or in excess of eight (8) hours per day shall be compensated at the rate of one and one-half (1 and 1/2) times the straight time hourly rate calculated on a forty (40) hour basis. A minimum of five (5) work days' written notice will be provided to bargaining unit employees affected by a-work schedule change, unless the parties agree to shorter notice. A bargaining unit employee will not be required to change his posted schedule solely to avoid the payment of overtime pay to such employee. Further, this Section shall not be construed to give the City the right to reduce the work week of any bargaining unit employee below forty (40) hours per week. If it becomes necessary to consider reducing the work week, the City shall meet with the Union and any reduction in the work week shall be by mutual agreement between the parties. If no agreement is reached, the issue of hours reduction shall be submitted to an arbitrator.

18.3 There shall be no pyramiding of overtime for the same hours worked.

18.4 Any bargaining unit employee who accepts a request by the City to work during hours outside his regularly scheduled straight-time hours, which hours will not abut his regularly scheduled shift hours on that day, will receive a minimum of three (3) hours pay at the applicable hourly rate and shall receive an additional two (2) hours if they work more than two (2) hours. Maximum minimum equals four (4) hours. Three (3) hours minimum shall be granted for court time.

18.5 Where practical and feasible, the City may allow bargaining unit members to adjust their starting and quitting times.

18.6 Except in the case of an emergency, as determined by the Chief or the Chief's designee, or except when an officer agrees otherwise, the maximum consecutive work hours will be twelve (12).

When there is an unscheduled call-off resulting in the need to fill an eight (8) hour shift, the first four (4) hours will be offered by utilizing the overtime rotation list. If the officer accepting the first four (4) hours cannot work the second four (4) hours, the overtime rotation list will be again utilized. If no officer accepts the four hours, then an officer will be ordered to work off the order in list. However, the officer called in for the first four (4) hours has the option to work the entire eight (8) hours. This is an additional exception to the general rule that the maximum number of consecutive hours worked will be twelve (12).

18.7 In the event of an emergency, the Chief or the Chief's designee may cancel any scheduled time off and/or deny any request for time off, notwithstanding any other provision of this Agreement. Reasonable efforts will be made to give notice to affected bargaining unit

members in advance, but it is recognized that in the event of an emergency, advance notice may not be possible.

When time off for vacation, compensatory time or personal leave that has been scheduled and confirmed is subsequently cancelled under this Article, the member required to work will receive one (1) hour of compensatory time off for each hour worked in addition to their appropriate hourly rate.

ARTICLE 19 ROTATION OF OVERTIME OPPORTUNITIES

19.1 "Overtime" is hours assigned to an employee over eight (8) hours in a day or forty (40) hours in a seven (7) day work week. Overtime is not guaranteed.

19.2 When the City assigns overtime, it will rotate overtime opportunities among qualified bargaining unit employees in the appropriate classification. The City agrees to post and maintain overtime rosters that shall be made available for inspection. Overtime rosters shall be posted on appropriate bulletin boards in the appropriate facility and will include a list of overtime hours worked and refused, with overtime offered to the bargaining unit employee within the department or unit who, on the roster, has the fewest aggregate hours worked and refused among those qualified to perform the work being assigned. Twice each calendar year, employees may submit a letter to the proper supervisor requesting to have their name removed from the voluntary overtime roster for a six month period of time. The written request must be made between December 15 and January 1 for the first six months of the year and between June 15 and July 1 for the second six months of the year. An employee will not be permitted to remove his name from the voluntary overtime list for two consecutive six month periods. Being removed from the voluntary overtime list does not remove an employee from the obligation for mandatory overtime. If an employee removes his name from the voluntary overtime list for six months, then when his name is returned to the list, it will be in the same voluntary overtime status as a new employee would be.

19.3 The following rules shall apply to overtime opportunity equalization:

(a) The equalization groups shall be by job classification of qualified employees.

(b) The department head may designate to the supervisor in charge of the shift the responsibility of calling the bargaining unit employees based on the board computations of overtime credits. If a bargaining unit employee is not at home to receive the call the supervisor in charge shall credit said member with overtime refused for the assignment requested after reasonable effort to contact, and may proceed through the roster. In case of equal hours credited, the most senior employee will be offered overtime first.

(c) A bargaining unit employee who is offered but refuses overtime assignments shall be credited on the roster with the amount of overtime refused. If a

bargaining unit employee is ordered to work overtime after refusing, he shall be credited with only the hours worked.

(d) Overtime hours worked after the end of a shift for completion of an ongoing assignment, emergency overtime and overtime hours resulting from off-duty court time, shall not be recorded on the roster nor included in overtime opportunity equalization calculations.

(e) When the City requires overtime, it shall provide employees reasonable notice before scheduling it. The City shall first request qualified volunteers. If more employees are still needed, the City shall then assign the least senior qualified employee to perform the work. The mandatory overtime assignment shall be rotated in inverse order of seniority after each assignment. Where possible, employees being mandated to work overtime will be notified at least twenty-four (24) hours before the overtime hours. If possible, to fill such a vacancy, the Employer will not require a member to work on their regularly-scheduled off-duty day, but will hold over an employee scheduled to work the prior shift (for four (4) hours) and order an employee scheduled to work the succeeding shift to start four (4) hours early.

(f) In some cases, when the task to be performed requires a unique skill possessed by certain employees, the City may assign overtime without regard to volunteers or seniority.

(g) When a bargaining unit employee's name comes up on the roster while the bargaining unit employee is on vacation, compensatory time, funeral leave, injury leave (80 hour limit) or is at an approved school, he shall not be charged on the roster for the hours he could have worked had he been available.

(h) Where there are errors in the distribution of overtime opportunities, as determined by agreement between the steward and the department head, the City will be given the reasonable opportunity to correct the error by granting to any employee who was missed the next opportunity for overtime within his or her overtime group.

(i) The chief may order mandatory overtime if he cannot meet his overtime needs with qualified volunteers. Mandatory overtime can also be ordered, without regard to the rotation list, if the chief believes a matter needs immediate attention and the best response to the matter would be achieved by assigning personnel on the current shift or those who are available immediately. This is not intended to circumvent the overtime roster.

ARTICLE 20 COMPENSATORY TIME

20.1 Police Department employees may accumulate compensatory time off in lieu of overtime. The employee may take compensatory time off only with prior approval from the chief or his designee. Any accrued but unused compensatory time shall be submitted for cash out on November 1 of each calendar year and will be paid in a separate check by no later than the first

pay period after November 1. Officers may carry over up to sixteen (16) compensatory time hours to the following year.

20.2 Compensatory time may be scheduled in advance, but will not be confirmed until forty-eight (48) hours in advance of the time to be taken off. Conflicting compensatory time off requests submitted more than thirty (30) days in advance will be granted on a seniority basis. Where conflicting requests are made less than thirty (30) days in advance they will be granted on a first-come, first-served basis. If the officer in charge believes compensatory time off will create an undue burden on the operation of the department, then the compensatory time will not be granted. If compensatory time is requested with less than seven (7) days advance notice, then it may be denied if it subsequently becomes known that the compensatory time off will create overtime. However, compensatory time requested with at least seven (7) days notice will not subsequently be denied solely because that granting the time, off will create overtime.

20.3 The person requesting the compensatory time off must confirm final approval of the time off with the person in charge of the shift.

20.4 When department functions have been scheduled (training, inspections, testing of equipment, etc.) compensatory time will not be approved. Once compensatory time has been approved, vacations will not be schedule for that day. Personal time causing overtime will be taken at the same minimum hours as the call in for overtime.

20.5 Compensatory time must be taken in at least one (1) hour increments.

ARTICLE 21 TEMPORARY ASSIGNMENT AND PAY

21.1 Within ninety (90) days after an original appointment has been vacated, the City shall decide to fill or to abolish the position. If the City decides to fill the original appointment, it shall initiate the selection process outlined under the Ohio Revised Code. During the ninety (90) day period, and during the selection process up to the time a new original appointment is made, the City may temporarily assign a person to perform the work in the vacated position. If a bargaining unit member is temporarily assigned to the vacated position, he shall be paid the existing rate in that classification and in any case no less than his regular rate of pay.

21.2 When a sergeant in the police department is absent, the corporal shall act on his behalf with no increase in pay. When both the patrol sergeant and patrol corporal are absent, a senior patrol officer shall be assigned as a corporal and paid at the corporal's rate of pay.

21.3 When a Patrol Division sergeant is to be absent for more than ten (10) of his/her consecutive working days for sick or injury leave, a Patrol Division Corporal shall be assigned, with Sergeant pay, retroactive to the first day of absence of the Sergeant from shift and until the Sergeant returns.

For purposes of this Article, the word "absent" means any time when a person is off work or is working or attending meetings, teaching, court proceedings, etc. outside the City limits for at least four (4) consecutive duty hours.

This section does not prevent the City from assigning one person from one classification in the department to assist a person in another classification or to perform part of the work described in another classification job description.

ARTICLE 22
HOLIDAYS

22.1 All bargaining unit employees will be eligible to observe the following holidays:

New Year's Day	First day of January
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	Fourth day of July
Labor Day	First Monday in September
Veteran's Day	Eleventh of November
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	Twenty-Fourth of December
Christmas Day	Twenty-Fifth of December

22.2 In addition to the holidays noted in Section 22.1, any other day declared a holiday after January 1, 2009 by an act of the President of the United States and/or the Governor of Ohio or the Mayor of Mt. Vernon shall also be treated as a holiday for bargaining unit members.

22.3 Bargaining unit employees, regardless of their work shift or schedule, are automatically entitled to eight (8) hours of holiday pay whether they work on the holiday or not.

22.4 Compensation for working on a holiday will be one and one-half (1 and 1/2) times the regular rate in addition to the automatic eight (8) hours of holiday pay. Overtime worked on a holiday will be paid at the rate of two (2) times in addition to the eight (8) hours of holiday pay.

22.5 If a holiday occurs during a period of paid sick or vacation leave, the bargaining unit employees will draw normal pay and will not be charged for sick leave or vacation. On the payroll journal, holiday hours are deducted from sick or vacation leave hours before the entry is made on the payroll.

22.6 A bargaining unit member who is absent without leave on a work day immediately preceding a holiday may be denied the holiday unless the absence is subsequently excused by the appointing authority.

ARTICLE 23
VACATION

23.1 POLICE DEPARTMENT. Each full-time (40) hour employee of the City shall earn vacation leave upon the completion of years of employment and annually thereafter as follows:

One (1) year	80 hours' vacation
Six (6) years	120 hours' vacation
Twelve (12) years	160 hours' vacation
Twenty-(20) years	200 hours' vacation
Twenty -five (25) years	240 hours' vacation

23.2 A bargaining unit employee may carry over three (3) weeks of his vacation beyond his anniversary date by notifying his department head. Any additional carry over must be approved by the department head and the Safety-Service Director. If the hours carried over beyond two (2) weeks are cashed out, they will be paid for at the rate in effect at the time earned.

23.3 Vacation time off and vacation pay is earned in the year preceding. Therefore, a bargaining unit employee shall qualify immediately after each anniversary date for the vacation time corresponding with his years of service, and it may be taken during his next anniversary year. Any bargaining unit employee leaving the employ of the City for any reason shall receive pay for accrued but unused, pro rated vacation time.

23.4 If a bargaining unit employee transfers to another department with the City Administration, any unused vacation days which he may have accumulated shall continue to be available for his use. In the case of death, resignation or layoff of a bargaining unit employee, there shall be paid to the member, spouse or other beneficiary as provided by statute, in addition to back pay then due, the vacation pay accrued but unused in accordance with this Article.

23.5 A bargaining unit employee, upon request, shall receive his vacation pay on the payday prior to his taking vacation time off by requesting to the department head seven (7) calendar days prior to payday.

23.6 A bargaining unit employee must cash in vacation leave not carried over on his anniversary date, provided that a bargaining unit employee must take as time off one (1) consecutive week of earned, paid vacation each year. Any vacation hours sold back to the City shall be paid by separate check upon request by the employee to the department head. Such request must be made to the department head seven (7) calendar days prior to a payday.

23.7 Between January 1st and March 1st of each calendar year, vacations on each shift shall be assigned by rank and seniority. Rank has first priority. This means that between January 1st and March 1st of each calendar year, sergeants' vacations are assigned first, corporals' vacations are assigned second, and police officers' vacations are assigned last. Seniority is the determining factor between similarly situated employees in each respective classification on a

shift. This means a more senior sergeant may select his vacation on a shift first over a less senior sergeant on that shift.

On and after March 2nd of each calendar year, the remaining vacation slots are assigned on a first come first served basis, without regard to rank or seniority. This means that the least senior patrolman who submits his vacation request for an available vacation slot before any other more senior patrolman, corporal or sergeant, is entitled to that vacation slot.

23.8 Employees may use their vacation days one day at a time. Day-at-a-time vacation for City employees is in accordance with department policy. Each department head has final prior approval over the use of day-at-a-time vacation. Police department employees must provide a maximum of ninety-six (96) and a minimum of forty-eight (48) hours' notice before using one vacation day. The department head (or his designee) at his sole discretion may waive the forty-eight (48) hours' notice.

23.9 For purposes of the requirements in Article 23.6 that bargaining unit members must take at least one consecutive week of paid vacation each year, time off for holidays that occur adjacent to vacation days can be included.

ARTICLE 24 PERSONAL LEAVE

24.1 Police Department bargaining unit members shall be entitled to twenty-four (24) hours off for any personal business in any contract year, plus an additional eight (8) hours off if no sick time has been taken during the previous calendar year. Use of personal leave shall not create overtime unless absolutely necessary.

24.2 An employee may use personal leave upon giving reasonable notice to his department head or supervisor. The request should be in writing. If the request will create overtime, and the employee alleges that the time off is absolutely necessary, the employee shall provide a reason for the personal leave in sufficient detail to enable the Chief to determine whether personal leave should be granted.

24.3 Personal leave may be used for any matter of a personal nature.

24.4 Personal leave should be used in the year earned. If a personal day is denied, and as a result of that denial the personal day(s) could not be used in the year it was earned, the personal day(s) shall be converted into sick leave on December 31 of the year it was earned.

ARTICLE 25
UNION LEAVE

25.1 Up to two (2) duly elected Union delegates or alternates taking their place shall be allowed up to six (6) days total annually with pay to attend conventions or conferences of the Union. Additionally, one (1) employee who is elected to the State Executive Board of the Union may receive up to six (6) days annually with pay to attend scheduled meetings of the Union's Executive Board, provided it does not interfere with the City's operations. The Union shall give the City at least one (1) month's written notice of the employees who will be attending such functions. Two employees in the department may utilize the above leave at any one time, provided manning can be maintained without overtime.

ARTICLE 26
SICK LEAVE

26.1 Employees will be entitled to sick leave for:

(a) Illness or injury of the employee or a member of his immediate family living with the employee. (In case of a member of the immediate family not living in the same household, the Chief or his designee may approve sick leave when he believes it justified.)

(b) Medical, dental or optical examination or treatment of employee or member of his immediate family.

(c) If a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the employee; or when through exposure to a contagious disease the presence of the employee at his job would jeopardize the health of others.

26.2 Definition of immediate family for the purpose of sick leave is as follows: grandparents, grandparents-in-law, sister, sister-in-law, brother, brother-in-law, father, father-in-law, mother, mother-in-law, son-in-law, daughter-in-law, spouse, child, grandchild, legal guardian, or other person who stands in place of a parent (loco parentis).

26.3 The appointing authority of each employing unit shall require an employee to furnish a satisfactory written signed statement to justify the use of sick leave. If an employee is absent three (3) consecutive days or more, he shall provide a doctor's certificate stating the nature of the illness or his immediate family member's illness, to justify the use of sick leave. Falsification of either a written signed statement or physician's certificate shall be grounds for disciplinary action including, but not limited to, dismissal. This shall be uniformly administered.

26.4 Each employee shall be entitled to five (5) hours' credit for sick leave pay for each completed eighty (80) hours' pay.

26.5 An employee may elect at the time of separation from active service with the City, after ten (10) years of service with the City, to be paid in cash for one-half (1/2) of the

value of his accrued but unused sick leave. Such payment shall be based on the employee's rate of pay at the time of the separation and shall be paid only once to an employee.

Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time.

The maximum payment which may be made under this Article shall be one-half (1/2) of nine hundred sixty (960) hours' accumulated unused sick leave credit, provided, after twenty (20) years service, an employee shall be entitled to a maximum of one-half (1/2) of one thousand four hundred forty (1,440) hours.

26.6 Employees who separate from active service with the City because of retirement from City employment, and who have ten (10) years or more of service with the City, may, in lieu of payment set forth in Section 26.5, elect at the time of separation to be paid in cash for three-fourths (3/4) of the value of their accrued but unused sick leave. Such payment shall be based on the bargaining unit member's rate of pay at the time of separation and shall be paid only once to any bargaining unit member. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the bargaining unit member at that time. The maximum payment that may be made under this division shall be three-fourths (3/4) of one thousand four hundred forty (1,440) hours.

Only an employee who is eligible for retirement with the State Public Employee Retirement System or the State Police or Firemen's Pension Fund, as applicable on the last day of service with the City, shall be eligible to be paid for accrued but unused sick leave at three-fourths (3/4) value in accordance with and subject to the maximums in this Section. Such payment shall be made no later than sixty (60) calendar days after the employee's effective date of retirement from City employment.

ARTICLE 27 FUNERAL LEAVE

27.1 An employee shall be entitled to use funeral leave to attend the funeral of a member of his immediate family.

27.2 Definition of immediate family shall be: grandparents, grandparents-in-law, sister, sister-in-law, brother, brother-in-law, father, step-father, father-in-law, mother, step-mother, mother-in-law, son-in-law, daughter-in-law, spouse, child, grandchild, aunt, uncle, cousin, legal guardian, or other person who stands in place of a parent (loco parentis).

- a. Funeral leave for a spouse or child will be limited to forty (40) working hours. Funeral leave for aunt, uncle or cousin of member will be limited to eight (8) working hours.
- b. Funeral leave shall be limited to twenty-four (24) working hours for all other members of the immediate family.
- c. Any additional hours taken off for funeral leave beyond the levels in paragraph (a) and (b) above will then be charged against other earned leave, at the

employee's option. However, use of other paid time off for periods longer than the leave called for in this Article are subject to the normal requirements for use of the leave taken, including notice and approval requirements.

27.3 Employees shall be required to furnish a satisfactory written signed statement to justify the use of funeral leave. Falsification of a request shall be grounds for disciplinary action up to and including, dismissal.

ARTICLE 28 INJURY LEAVE

28.1 Injury Leave Pay Status may be granted to any City Employee who suffers a disabling physical injury while at work and performing work-related duties.

Injury Leave Pay Status will begin on the 1st day the injury occurred and after the examining physician determines that the injury is disabling in nature. Injury Leave Pay Status will continue until the employee is released by a physician to return to work or for one hundred thirty (130) working days, whichever occurs first.

28.2 In order to qualify for Injury Leave Pay Status the employee must:

- (a) Have suffered an on-duty work related injury.
- (b) The injury must prevent the employee from performing his normal duties.
- (c) Report such injury within forty-eight (48) hours of the occurrence, using the approved City Injury Report Form, to his immediate supervisor.
- (d) Timely comply with all administrative requirements of the City, Worker's Compensation, or the Industrial Commission.
- (e) Report to his Department Head on the first regular work day of each pay period and inform the Department Head of his current medical status.
- (f) Release to the City - All medical records pertaining to the injury's diagnosis, treatment and therapy.
- (g) Comply with any additional reasonable requests that the Safety-Service Director deems necessary in regard to the injury.
- (h) The employee must be entitled to workers' compensation under Ohio law for the period of injury leave.

28.3 Any employee who is granted Injury Leave Pay Status shall, at the request of the Safety-Service Director, submit himself to a physical examination by a physician of the City's choice. The City shall pay for the physical examinations. In the event the physician finds that such person is able to resume his duties, the employee may be ordered to do so.

28.4 Physical injury, for purposes for this Article, shall be defined as any injury preventing the employee from performing his normal duties, but does not include stress.

28.5 Injury Leave Pay Status is not to be deducted from the employee's sick leave. If the employee is not able to return to work and perform duties in his usual capacity, after exhausting all Injury Leave, sick leave days must then be used

Employees who have recurring periods of absence for an injury are entitled to up to the full balance of 130 working days, injury leave, presuming all requirements of Article 28.1 and 28.2 are met for each period of absence. Employees are not entitled to more than 130 working days of injury leave for any qualifying injury.

28.6 Pay for Injury Leave Pay Status will be an amount equal to the difference between Worker's Compensation and an employee's gross pay for a period of not more than 180 Calendar Days from the date of the injury.

Inasmuch as Worker's Compensation payments are delayed, the City will continue to pay the employee on a regular schedule,

When Worker's Compensation checks are received by the employee, the employee will reimburse the City for the amount of the checks.

28.7 If a holiday occurs during the period of the Injury Leave Pay Status, Holiday time will be used, not injury leave.

28.8 Any personal time accrued will be forfeited if the Injury Leave status goes beyond the contract anniversary date. There will be no personal time carried over into the next year.

28.9 There shall be no Light Duty or transitional work Assignments. Disabled employees shall exhaust their accumulated time off after their paid Injury Leave Status is over. Disabled employees at that point, that are unable to resume their normal work duties may be placed on unpaid leave for up to one (1) year from the date of the injury. Employees unable to return to work within one (1) year may be separated and given reinstatement rights as prescribed in the Ohio Revised Code.

In cases where a member is on injury leave or in instances where the City sees fit in its sole discretion, when a Member has received medical certification to return to restricted (light) duty, the City may require, or the member may request, to be placed in a restricted (light) duty assignment. If the Member makes such a request, the award or denial of such assignment shall be in the City's sole discretion. The City may also seek a second medical certification under this provision. The City retains the sole discretion in all aspects of this provision governing restricted (light) duty, and grievances may not be filed against any aspect of this provision, including but not limited in any way to the City's exercise of discretion or the award or denial of such restricted (light) duty assignment.

ARTICLE 29
EMERGENCY CLOSINGS

29.1 When the Mayor or Safety-Service Director declares an emergency and all City departments are sent home, those employees required to still work shall be given their regular day's pay plus one (1) hour compensatory time for each hour actually worked between 8:00 a.m. and 4:00 p.m.

ARTICLE 30
TRAINING PROGRAMS

30.1 The Employer recognizes the benefits of a well trained workforce and will endeavor to provide increased training opportunities to bargaining unit members during the life of this Agreement. The City may schedule training programs. Bargaining unit members shall attend such training programs, without loss of pay. All approved expenses are paid by the City.

30.2 With written approval of the applicable department head and the Safety-Service Director, the cost involved in out-service training pursued by a bargaining unit member on a part-time basis within his occupational employment including tuition, registration, laboratory fees, and any other required fees, shall be reimbursed in full to the bargaining unit member for each subject on the following conditions:

(a) A bargaining unit member must have obtained a Passing grade on each subject and present the same when requesting reimbursement.

(b) If the part-time out-service training is required by the City and occurs during regular work hours, a bargaining unit employee shall be granted leave without loss of pay and with reasonable travel expenses.

(c) If the part-time out-service training is not required but is approved by the City, a bargaining unit employee shall be granted leave without loss of pay, but will not receive travel expenses.

30.3 The term "out-service" as used in this Section means training programs not directly related to the bargaining unit member's specific job responsibilities, but where there would be mutual benefit to the City and the bargaining unit member in the performance of his job responsibilities. This does not include courses eligible for reimbursement under the Tuition Reimbursement policy.

ARTICLE 31
INSURANCE

31.1 Major medical insurance, dental insurance, and a prescription drug card will be provided to bargaining unit members as follows, subject to Article 47.5.

(a) Major medical insurance and a prescription drug card will be provided through the Medical Mutual of Ohio SuperMed Plus Medical \$1000 deductible plan and the Medical

Mutual of Ohio prescription drug card plan. A summary of the benefits for the medical plan and the prescription drug card plan is contained in Appendix C.

(b) Dental insurance will be provided through the City's self-insured plan. A summary of the benefits for the plan is contained in Appendix C.

31.2 Health Reimbursement Account (HRA). The City will provide an HRA for bargaining unit members in the amount of nine hundred dollars (\$900.00) for single coverage and eighteen hundred dollars (\$1800.00) for family coverage. Members with single coverage must pay the first one hundred dollars (\$100.00) of the one-thousand dollar (\$1,000.00) single-plan deductible, after which the City pays the remainder under the HRA. Members with family coverage must pay the first two hundred dollars (\$200.00) of the two-thousand dollar (\$2,000.00) family-plan deductible, after which the City pays the remainder under the HRA.

31.3 Premium Contributions. The monthly premiums for major medical insurance, dental insurance, and the prescription drug card shall be split between the City and bargaining unit members as follows:

Contract Year 2012 (Effective June 1, 2012): The City shall pay 88% of the cost of monthly premiums and the member shall pay 12%.

Contract Year 2013 (Effective January 1, 2013): The City shall pay 86.5% of the cost of monthly premiums and the member shall pay 13.5%.

Contract Year 2014 (Effective January 1, 2014): The City shall pay 85% of the cost of monthly premiums and the member shall pay 15%.

These percentages are subject to adjustment under the provisions of the Wellness Program in Article 31.4.

31.4 Wellness Program. Members and their spouses who receive their major medical insurance, dental insurance, and a prescription drug card through the City shall be subject to the wellness program provided by Medical Mutual of Ohio and set forth in this Article 31.4. The Union and the City agree that wellness programs are regulated by federal and/or state law and that the wellness program provided by Medical Mutual of Ohio may be subject to changes imposed by federal and/or state law during the life of this agreement. In the event federal or state law governing wellness programs is amended, and as a result any provisions in this Article 30.2 are inconsistent with the amended law, then the inconsistent provisions in this Article 30.2 will change to comply with the amended law.

(a) General Description of the Wellness Program. The wellness program consists of an annual health screening and health assessment provided through Medical Mutual of Ohio. The health screening and health assessment will measure the following health indicators: (i) tobacco use; (ii) blood pressure; (iii) LDL cholesterol; and (iv) hemoglobin A1c. A physical examination by a doctor may be used in lieu of the health screening so long as it tests the four health indicators

listed in this section. Other details on the wellness program may be obtained from the City upon request to the Safety Service Director.

- (b) Affect on Members' Premium Contributions. Participation or non-participation in the wellness program shall affect a member's monthly premium contributions for major medical insurance, dental insurance, and prescription drug card as follows:

Contract Year 2012: The member and his or her covered spouse must complete Medical Mutual of Ohio's annual health screening and assessment. If either the member or covered spouse fails to complete the annual health screening and assessment by December 31, 2012, the member's premium contribution shall be increased to 25% effective January 1, 2013.

Contract Year 2013: The member and his or her covered spouse must complete the annual health screening and assessment and premiums shall be affected as follows:

- (1) If either the member or the covered spouse fails to complete the annual health screening and assessment in contract year 2013, then the member's premium contribution shall be increased to 25% effective January 1, 2014.
- (2) If the member and the covered spouse complete the health screening and assessment, then the member's premium contribution shall be increased as follows effective January 1, 2014:
 - (i) For a positive tobacco test: premium contribution increased by 2%.
 - (ii) For a result in excess of the target level for blood pressure: premium contribution increased by 1%.
 - (iii) For a result in excess of the target level for LDL cholesterol: premium contribution increased by 1%.
 - (iv) For a result in excess of the target level for hemoglobin: premium contribution increased by 1%.

31.5 The City will provide the Union President with a copy of the plan documents for the major medical, dental, and prescription drug card coverages. The City will maintain the benefits and programs described in this Article unless the benefits or programs are unilaterally eliminated from coverage or modified by the insurance carrier or the stop-loss insurance carrier. If the insurance carrier or the stop-loss carrier refuses to cover some benefits or programs, the City will bargain with the Union in an attempt to make adjustments in the lost benefits or programs.

31.6 Only one family medical plan shall be provided to employees whose spouses also work for the City.

31.7 After an employee works 180 days, he will be provided a fully paid \$15,000 group life insurance policy. The City agrees that employees may purchase additional coverage through the City's policy or secondary policies if available through the providers.

31.8 All employees shall be covered by liability insurance in amounts determined by the City. The City shall pay the liability insurance premiums. The Employer agrees to indemnify and defend any employee from actions arising out of the lawful performance of the employee's official and/or assigned duties in accordance with applicable law

31.9 All employees in the Police Department of the City shall be covered by false arrest insurance in the amount determined by the City, premium of which shall be paid by the City.

31.10 The Union has the right to provide input into the selection of the insurance carrier. The City makes the final selection on the insurance carrier.

ARTICLE 32 UNIFORM

32.1 The standard uniform for any department shall be prescribed by the department head.

32.2 (a) All new personnel in the Police Department required to wear a uniform shall be provided five (5) complete uniforms at City expense; all present personnel in the Police Department required to wear a uniform shall be maintained at five (5) complete uniforms at City expense upon their exchange of uniform article in need of replacement. As used herein, five (5) complete uniforms shall consist of the articles in the quantities set. Upon leaving the Police Department, any uniformed employee shall turn in all uniforms.

(b) Each non-uniformed Police Officer shall be entitled to a clothing allowance not to exceed Seven Hundred Dollars (\$700.00) per calendar year.

32.3 All uniformed officers shall receive a maintenance allowance of one hundred and fifty dollars (\$150.00) in January of each year. The city will replace or repair any uniform damaged provided the damage is not the result of the member's negligence. Day cleaning of a police uniform which is necessary because of a specific work-related incident will be at the City's expense.

32.4 City uniforms or equipment lost or damaged in the line of duty will be replaced by the City pending a report submitted in writing to the department head and not in conflict with this Agreement or departmental policies and procedures.

The City shall reimburse an employee for personal property reasonably and necessarily worn or carried when such property is damaged or destroyed as a direct result of the employee's

performance of his official duties. Reimbursement shall not exceed One Hundred Fifty Dollars (\$150) per occurrence except eyeglasses, which shall not exceed two hundred fifty dollars (\$250) per occurrence. Reimbursement shall not be granted if the negligence or wrongful conduct of the employee was a substantial contributing factor to the damage or destruction. Any restitution that is received by the employee or department shall be turned over to the department up to the actual payments made by the City.

ARTICLE 33
WAGES AND SHIFT DIFFERENTIAL

33.1 The base wages of Police Department employees are outlined in Appendix A. The wage increases during the life of this agreement shall be as follows:

Effective January 1, 2013: 1.5% increase.

Effective January 1, 2014: 2.5% increase.

Shift Differential: An employee who is assigned to work between 4:00 p.m. and 8:00 a.m. will be paid a shift differential of \$.40 per hour for each hour actually worked between those hours. The shift differential rate for an employee's entire shift will be the rate in effect when the shift starts. When an employee works overtime hours extending past 4:00 p.m., that will not trigger shift differential pay. However, when an employee works all or a part of another officer's shift, an overtime shift differential will be paid. For purposes of computing overtime compensation, any shift differential to which an employee is entitled will be considered part of the straight-time rate of pay. Employees will receive differential pay only for hours actually worked and not for hours in paid status but not actually worked.

ARTICLE 34
LONGEVITY

34.1 Each employee will receive a longevity supplement to the hourly pay rate of .04 per hour, per year to be paid beginning with the completion of the fifth (5th) year of service, up to and including the completion of the thirtieth (30th) year of service.

34.2 The longevity wage supplement will be deducted from the base hourly rate for purposes of applying the annual percentage wage increases called for under this contract and added back to the base hourly rate after the percentage increases are applied.

ARTICLE 35
MANDATORY RETIREMENT

All employees in the Police Department may be retired upon attaining age seventy (70) provided that such mandatory retirement does not violate 29 U.S.C. 621 or Title 41 of the Ohio Revised Code.

ARTICLE 36
PENSION CONTRIBUTIONS

The City will subtract the employees' contribution to the pension system from their gross pay before taxes are deducted, whereby their contribution is deferred for Federal and State Income Tax purposes.

ARTICLE 37
SUBCONTRACTING

37.1 The City agrees that for the duration of this Agreement, there shall be no subcontracting of any work normally performed by the City's bargaining unit members unless:

- (a) All bargaining unit members in affected classifications are recalled if any were laid off, and
- (b) All bargaining unit members in affected classifications are working eight (8) hour work days and five (5) day work weeks; and
- (c) The City has given two (2) weeks' prior notice to the Union of its intent to subcontract its intent to ask for legislation to subcontract any services and has allowed the Union to be heard at a public meeting of the City Council of Mount Vernon, Ohio, on such matters before a decision was made; and
- (d) There is an unforeseeable emergency or catastrophic situation that would deem such action, however, this subcontracting shall not continue for more than thirty (30) days.

ARTICLE 38
FAMILY AND MEDICAL LEAVE

38.1 The City shall make available all leaves required by the federal Family and Medical Leave Act (FMLA). Any paid or unpaid time off provided by this Agreement which are used for purposes that could have been taken under the FMLA shall be credited against the employee's time available under the FMLA. This Article establishes notice that any paid or unpaid time taken under this Agreement will be credited against time available under the FMLA. Any alleged violations of the FMLA shall be resolved through the grievance/arbitration procedure.

ARTICLE 39
DRUG/ALCOHOL TESTING

39.1

A. The City and the Union have a mutual obligation to protect the workforce and the public from the action of employees who abuse alcohol and legal drugs or who use illegal drugs. The City and the Union therefore have agreed to common elements that will shape and guide the parties' commitment to provide a drug/alcohol-free workplace, including incorporation into this article the terms of the City Drug and Alcohol-Free Workplace Policy (Appendix E).

B. The parties are committed to assist employees who abuse alcohol or legal drugs, and use illegal drugs and controlled substances. The City's program is to identify employees with such personal habits.

C. The Safety-Service Director, Mayor, Chief of Police, or his designee may order any employee to undergo a drug or alcohol screening test (and urine samples) whenever there is reasonable suspicion to believe an employee is abusing alcohol or legal drugs or is using illegal drugs. Reasonable suspicion must be based upon specific facts and reasonable inferences drawn from those facts.

D. If tests are positive, indicating that the employee abuses alcohol or legal drugs or uses illegal drugs, the City shall order the employee to undergo a confirmatory blood test. A "positive" result means that the test has confirmed that the employee abuses alcohol or legal drugs or uses illegal drugs.

E. No employee will be tested against his will. An employee who refuses to submit to a properly ordered drug test may be subject to disciplinary charges for insubordination, which may result in an employee's termination.

F. Employees shall have the right to consult with a Union representative. The Union is entitled to a copy of the written documentation, and a Union representative may accompany the employee to the drug test site.

The City may also suspend the employee without a loss of pay before the time the confirmatory test results are complete. Confirmatory test results shall be made by a certified medical professional.

G. An employee has the right to submit information to explain the reason(s) for a positive test. An employee also has the right to request and pay for a confirmatory test of the original sample at the employee's own expense within five (5) working days after notice of the positive test result.

H. Reasonable chain of custody procedures shall be followed.

I. If the screening test and confirmatory test are positive, the City may discipline the employee up to and including discharge. An employee who notifies the department that he is a drug addict or an alcoholic before he is identified as someone who abuses alcohol or legal drugs

or who uses illegal drugs, shall be required to participate in a rehabilitation or detoxification program for up to six (6) months. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, personal days or compensatory time while he participates in a rehabilitation or detoxification program. If no such leave credits are available, such employee will be placed on a leave of absence without pay for the period of rehabilitation or detoxification program. (This time shall be credited against any available FMLA leave). Upon completion of such program, if a retest demonstrates that the employee is no longer abusing alcohol or legal drugs or using illegal drugs, the employee shall return to an available position for which he is qualified. Such employee may be subject to unannounced periodic retesting for drugs and alcohol upon his return to his position for a period of one (1) year.

J. If an employee: (1) refuses to take a screening or confirmatory test or to undergo rehabilitation or detoxification; (2) fails to complete a program of rehabilitation or detoxification; or (3) tests positive at any time within one (1) year after his return to work upon completion of a program of rehabilitation or detoxification; such employee shall be subject to disciplinary action up to and including discharge.

K. All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with state and federal law.

L. The City shall pay for all drug and alcohol screening and confirmatory tests.

M. The City shall educate employees, supervisors, and managers regarding all elements of the drug-free workplace policy, and the various procedures involved.

ARTICLE 40 LEAVES OF ABSENCE

40.1 The Safety-Service Director may, at his discretion, grant an unpaid leave of absence for up to six (6) months.

40.2 An employee who fails to return to duty within two (2) working days of a completion or a valid cancellation of such leave may be terminated.

ARTICLE 41 MILITARY LEAVE

41.1 All bargaining unit members who are members of the Ohio National guard, the Ohio Defense Corps, the Ohio Naval Militia, 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 military service on field training or active duty for periods not to exceed twenty-two (22) eight hour work days (maximum one hundred seventy-six (176) work hours) in any one calendar year. These maximums shall be increased to any mandatory maximum level set by state law for police safety forces.

41.2 The employee must submit a request for leave to the Employer and a copy of the military order to duty or statement from the appropriate military commander, as evidence of such duty, to qualify for paid Military Leave. Employees shall notify their Department Head at least ten (10) days in advance of the date requested for Military Leave to begin or within twenty-four (24) hours after the employee receives notice.

41.3 Long-Term Military Service Leave. Any employee who enters into active service in the armed forces of the United States while in the service of the Employer, shall be granted an unpaid leave of absence and reinstatement rights in accordance with applicable state and federal laws.

41.4 Any other leave required to be paid under applicable state or federal law will be handled according to that law.

ARTICLE 42
EVALUATIONS

42.1 Evaluations are management right. Evaluation forms shall be standardized for all employees. Evaluations shall not be arbitrary. Evaluations shall outline suggestions for improvement.

ARTICLE 43
STAND-BY PAY

43.1 “Stand-by” occurs when an employee is specifically told to remain at home and is restricted in his life activity for the purposes of having to report to duty immediately upon being called.

43.2 Employees on stand-by shall be paid twenty-five percent (25%) of their regular rate of pay, but no less than minimum wage, while on stand-by.

ARTICLE 44
FIELD TRAINING

44.1 Effective 01-01-06, for each hour a member is assigned and works as a Field Training Officer, the member shall receive a \$.90 per hour supplement to his or her regular wages.

44.2 The Chief of Police or his designee retains the sole discretion to select members to serve as Field Training Officers.

ARTICLE 45
TUITION REIMBURSEMENT

45.1 Each member shall be eligible for reimbursement of tuition, course fees and lab fees for courses of instruction taken towards an Associate's or Bachelor's degree at an accredited college, or university in subjects: (1) that are directly related to the member's specific job responsibilities; or (2) that would be of mutual benefit to the City and the member in the performance of his or her job responsibilities. The rate of reimbursement shall be subject to a maximum limit of \$2,000 per member per calendar year. In order to be eligible for reimbursement, an employee must pass under a pass/fail system or receive a grade of "C" or better under an A – F system.

- A. All courses must be taken outside of scheduled working hours. All scheduled hours of courses of instruction must be filed with the Chief of Police or designee and with the Department of Finance. All scheduled times of courses must be approved by the Safety-Service Director or designee. Any situation which, in the discretion of the Safety-Service Director, would require a member's presence on the job, shall take complete and final precedence over any times scheduled for courses. Written approval must be obtained from the department head and the Safety-Service Director.
- B. Any financial assistance from any governmental or private agency received by a member and regardless of when such assistance may have been received, shall be deducted in the entire amount from the full tuition reimbursement the member is eligible for under this Section. If a member's tuition is fully covered by another governmental or private agency, then the member is not entitled to any payment from the City. A member will make good faith efforts to obtain available financial aid from other governmental or private agencies.
- C. No reimbursement will be granted for books, paper supplies of whatever nature, transportation, meals, or any other expense connected with any course except the cost of tuition, course fees and lab fees.
- D. Should a member resign from the Division of Police within twenty-four (24) months of taking any course reimbursed under this section, the member shall reimburse the City all monies expended by the City related to such course, except that a member who resigns to begin receipt of disability retirement benefits shall not be subject to this penalty, nor shall this penalty be applied when it is waived by the City. Any such waiver must be in writing and signed by the Mayor. The City may deduct the amount to be reimbursed from the employee's final pay.

ARTICLE 46
MID-TERM BARGAINING

46.1 If, during the term of the Contract, mid-term bargaining is required under Ohio Revised Code Section 4117, the parties shall meet and bargain, except where immediate action is required due to (1) exigent circumstances that were unforeseen at the time of negotiations, or (2) legislative action taken by a higher level legislative body after the agreement became effective requires a change to conform to the statute. If the City takes immediate action

due to “exigent circumstances” or “legislative action” as noted above, this Article does not limit the Union’s rights before the State Employment Relations Board.

In the event the City finds it necessary to implement change(s) during the term of this Contract to a mandatory subject of bargaining, and such changes are not otherwise specifically addressed in a provision of this Contract, the City shall notify the Union in writing of the proposed change(s). The Union may, within ten (10) calendar days of such notice, submit a written demand to bargain the effects of the implementation of the changes affecting members of the bargaining unit unless such changes are specifically addressed in a provision of this Contract. If the Union fails to demand bargaining within ten (10) days the City may implement the changes(s) and the Union may not challenge the change(s) in any forum.

46.2 Should the Union request negotiations, the parties shall engage in good faith bargaining for a period of not less than five (5) days and not more than ten (10) days. Bargaining shall be conducted by teams consisting of not more than four (4) persons, unless a larger number is mutually agreed to by the City and the Union.

46.3 If the bargaining teams have not reached agreement by the end of the bargaining period, the parties will engage in mediation for a period of not more than ten (10) days, or until a resolution is reached or impasse is declared by either party, whichever first occurs. The mediator shall be assigned by the State Employment Relations Board, unless the parties mutually agree on a mediator.

46.4 If the parties have not reached agreement by the end of the mediation period or upon declaration of impasse by either party, the City may implement its last offer to the Union. If the City elects to so implement, the City shall submit the unresolved issue(s) to arbitration. In the alternative, the City may elect to submit the unresolved issue(s) to arbitration and maintain the status quo until the arbitration award is issued. The arbitrator shall be selected and the hearing conducted in accordance with the provisions outlined below. If the City elects to maintain the status quo pending arbitration and the Union then elects to decline arbitration of the dispute, the City may implement its last offer to the Union.

46.5 If the City does not refer the unresolved issue(s) to arbitration, the City shall maintain the status quo and shall have no authority to implement the changes which were the subject of negotiations.

46.6 Once the City elects to submit the unresolved issues to binding arbitration, the parties shall be confined to a choice of the last offer of each party on each issue submitted.

1. **Arbitrator.** An arbitrator may be chosen by mutual agreement, or absent mutual agreement, by soliciting a list of seven (7) arbitrators who are a resident of the State of Ohio from the State Employment Relations Board. The Union and the City will select an arbitrator from the list by alternate striking of names, and the arbitrator will be notified of his or her selection within ten (10) days of the receipt of the list. The party to strike first shall be determined by a flip of a coin.

2. **Arbitration Guidelines.** The following guidelines shall apply to arbitration proceedings under this Article:

a. The parties shall arrange for an arbitration hearing to be held not later than twenty (20) days after the selection of the arbitrator. Not later than five (5) days before the arbitration hearing, each of the parties shall submit to the arbitrator and the opposing party a written report summarizing the unresolved issue(s), each party's final offer as to the issue(s), and the rationale for their position(s).

b. At the arbitration hearing, the arbitrator may hear testimony from the parties and accept other evidence relevant to the issues in dispute.

c. Within thirty (30) days after the hearing, the arbitrator shall resolve the dispute between the City and the Union by selecting, on an issue-by-issue basis, from between each of the party's final offers, taking into consideration the following:

(i) Past Agreements between the parties;

(ii) Comparison of the issues submitted to arbitration and each party's final offer as to each issue, with the wages, hours, and terms and conditions of employment generally prevailing in police departments of similar size operating under similar circumstances;

(iii) The interests and welfare of the public, the ability of the City to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;

(iv) The lawful authority of the City;

(v) The stipulations of the parties;

(vi) Such other factors as may be relevant to the arbitrator's decision.

d. Within thirty (30) calendar days of receipt of the arbitrator's decision, the City shall either: (a) implement the modifications in the conditions of employment in accordance with the arbitrator's decision, or (b) abandon the proposed changes in the conditions of employment and maintain or revert to the status quo.

3. **Arbitration Costs.** The cost of the arbitration procedure shall be paid equally between the parties; however, each party to be responsible for its own attorney's and/or consultant's fees.

ARTICLE 47
DURATION OF AGREEMENT

47.1 This Agreement shall be effective as of 12:01 a.m. on December 17, 2011 and shall continue in full force and effect through midnight, December 16, 2014. Notice for negotiations of a successor agreement shall be pursuant to the procedures outlined in this Agreement and Chapter 4117 of the Ohio Revised Code.

47.2 If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

47.3 The wages, hours, terms and conditions of employment in this Agreement are neither modified, appended or included by other related specifications under state and local laws which have not been addressed in this Agreement.

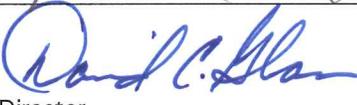
47.4 This Agreement contains the full and complete agreement between the City and the Union, eliminating all prior and contemporaneous written or oral past practices, and neither party shall be required during its term to negotiate over any issue in this Agreement, except as provided in Article 46.

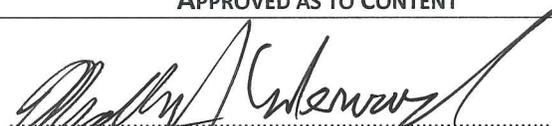
47.5 If, during any year of this Agreement the monthly premium cost for the group medical insurance benefits in Article 31 increase by 15% or more, or if the coverage is not available, the City will notify the Union as soon as it becomes aware of the increase or loss of coverage. Within 30 days of that notification, if either party desires to bargain over possible cost control measures or benefits modifications, that party shall give written notice of intent. Notice shall be by certified mail with return receipt. The parties will commence negotiations within two (2) calendar weeks of receiving notice of intent subject to the conditions outlined below. The re-opener bargaining will be subject to the dispute resolution procedures in Ohio Revised Code 4117, going directly to conciliation.

If the monthly premium cost increases by at least 15% but less than 20%, and the IAFF and OCSEA bargaining units do not agree to re-open and negotiate cost control measures at that time, the FOP members' contributions will not increase by more than 15% until the contract can be re-opened.

47.5 In the event any Article, Section, or appendix is declared illegal, this contract shall be reopened on such Article, Sections, or appendix. The City and the Union shall meet within thirty (30) calendar days for the purpose of negotiating a lawful alternate provision. However, such negotiations shall not affect the enforcement or validity of any other provision of the contract.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed and signed by their duly authorized representative this 27th day of **June, 2012**.

FOR THE CITY OF MOUNT VERNON	FOR THE F.O.P./FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.
Richard K. Mavis Mayor 	Mark Drum Secretary, FOP 
David C. Glass Safety Service Director 	Scott McKnight Committee Member 
Terry Scott Auditor 	Roger Monroe Committee Member 
	James DeChant Committee Member 
	Craig Feeney Committee Member 

APPROVED AS TO CONTENT	APPROVED AS TO FORM
 Michael J. Underwood Porter, Wright, Morris & Arthur 32nd Floor 41 South High Street Columbus, Ohio 43215 614-227-2000	 William D. Smith City Law Director 5 North Gay Street Suite 222 Mount Vernon, Ohio 43050 740-393-9562

Adopted by City Council Ordinance No. 2012-18

APPENDIX A

	<u>1-1-2012</u>	<u>1-1-2013</u>	<u>1-1-2014</u>
Police Sergeant	26.38	26.78	27.45
Administrative Supervisor-stipend	Additional \$.75 per hour effective 10-18-09		
	<u>1-1-2012</u>	<u>1-1-2010</u>	<u>1-1-2011</u>
Police Corporal	25.19	25.57	26.21
Police Officer			
Training Period	19.21	19.50	19.99
Six Months	19.97	20.21	20.72
One Year	20.76	21.07	21.60
Two Years	21.55	21.87	22.42
Three Years	22.37	22.71	23.28
Four Years	23.20	23.55	24.14
Five Years	23.92	24.28	24.89
Parking Meter Attendants			
Training Period	14.84	15.06	15.44
Six Months	15.26	15.49	15.88
One Year	15.59	15.82	16.22
Two Years	16.06	16.30	16.71
Three Years	16.48	16.73	17.15
Four Years	16.71	16.96	17.38
Five Years	17.20	17.46	17.90
Radio Clerk	17.20	17.46	17.90

APPENDIX B

AUTHORIZATION FOR DUES DEDUCTION
FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.
222 E. Town St., Columbus, Ohio 43215
1-800-FOP-OLCI

I, the undersigned, hereby authorize my Employer to check off and deduct from my payroll an amount equal to dues, remitting directly to the F.O.P. Ohio Labor Council, Inc.

(PLEASE PRINT)

Place of Employment _____

Name of Employee _____

Home Address _____

City _____ Zip Code _____

Phone _____

Classification _____

Department _____

Signature _____ Date _____

Mail white copy to FOP-OLC at above address
Present card to your Auditor

APPENDIX C

Summary of the Insurance Plan and Dental Plan

The following is a summary of the insurance plan through Medical Mutual of Ohio the City of Mount Vernon has agreed to for bargaining unit members. Dental coverage is being provided at the same level of benefits as was provided through Medical Benefits in the 2005 - 2008 contract, but dental benefits are now subject to an annual fifteen hundred dollar (\$1,500.00) benefits cap.

Employees and their families may select to use providers in-network or out-of-network providers. Different benefit levels will apply depending upon the selection of providers used. The medical coverage is described as the SuperMed Plus \$1,000 deductible plan, with a drug card of \$10/\$15/\$30 retail, \$20/\$30/\$60 mail-in.

**City of Mt. Vernon
SuperMed Plus
\$1,000 Deductible**

BENEFITS	NETWORK	NON-NETWORK
Benefit Period	January 1st through December 31st	
Dependent Age Limit	26 Dependent; Removal upon the end of the month	
Over Aged Child	28 Dependent; Removal upon the end of the month	
Lifetime Maximum	Unlimited	
Benefit Period Deductible – Single/Family	\$1,000/\$2,000	\$2,000/\$4,000
Coinsurance	80%	60%
Coinsurance Out-of-Pocket Maximum (<i>Excluding Deductible</i>) – Single/Family	\$\$1,500/\$3,000	\$3,000/\$6,000
Physician/Office Services		
Office Visit (Illness/Injury) PCP / Specialist	\$20 / \$40 copay, then 100%	\$40 / \$80 copay, then 60%
Urgent Care Office Visit	\$25 copay, then 100%	\$100 copay, then 60%
All Immunizations	100%	50% after deductible ¹
Preventative Services		
Preventative Services, in accordance with state and federal law ²	100%	60% after deductible
Routine Physical Exam	100%	50% after deductible ¹
Well Child Care Services		
Well Child Care Exams		
Well Child Immunizations		
Well Child Labs	100%	60% after deductible
Routine Mammogram (one per benefit period)	100%	60% after deductible
Routine Pap Test (one per benefit period)	100%	60% after deductible
Routine PSA, Cholesterol, Colon Cancer Screening Tests, Bone Density Tests, Chlamydia Screening and Endoscopic Services	100%	60% after deductible
Routine EKG, Chest X-Ray, Comprehensive Metabolic Panel, Urinalysis and Complete Blood Count (one each per benefit period)	100%	60% after deductible
Outpatient Services		
Allergy Testing and Treatments	80% after deductible	50% after deductible ¹
Physical and Occupational Therapy (40 visits per benefit period)	80% after deductible	60% after deductible
Speech Therapy (20 visits per benefit period)	80% after deductible	60% after deductible
Chiropractic Services (12 visits per benefit period)	80% after deductible	60% after deductible
Cardiac Rehabilitation (24 visits per benefit period)	80% after deductible	60% after deductible
Emergency use of an Emergency Room	\$200 copay, then 80% coinsurance	
Non-Emergency use of an Emergency Room	\$200 copay, then 80% coinsurance	\$200 copay, then 60% coinsurance
Emergency Services	80% coinsurance	
Surgical Services	80% after deductible	60% after deductible
Diagnostic Services (excluding MRI's and CT Scans)	100%	60% after deductible

Diagnostic Endoscopic Services	100%	60% after deductible
BENEFITS	NETWORK	NON-NETWORK
Inpatient Services		
Semi-Private Room and Board	80% after deductible	60% after deductible
Maternity	80% after deductible	60% after deductible
Skilled Nursing Facility (100 days per benefit period)	80% after deductible	60% after deductible
Additional Services		
Ambulance	\$50 copay, then 80%	\$50 copay, then 80%
Durable Medical Equipment	80% after deductible	60% after deductible
Home Health Care	80% after deductible	50% after deductible ¹
Hospice	80% after deductible	50% after deductible ¹
Organ and Tissue Transplants	80% after deductible	60% after deductible
Private Duty Nursing (\$1,000 maximum per benefit period)	80% after deductible	60% after deductible
Diabetic Education and Training	100%	60% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services (30 days per benefit period; Substance Abuse limited to one admission per benefit period, three admissions per lifetime)	80% after deductible	60% after deductible
Outpatient Mental Health and Substance Abuse Services (20 visits per benefit period)	Office visit copay, then 80% after deductible	Office visit copay, then 60% after deductible

Retail Program with Oral Contraceptive Coverage

	<u>Cost</u>	<u>Supply</u>
Generic Copayment	\$10	30 Days
Preferred Copayment	\$15	30 Days
Non-Preferred Copayment	\$30	30 Days

Home Delivery Program with Oral Contraceptive Coverage

	<u>Cost</u>	<u>Supply</u>
Generic Copayment	\$20	90 Days
Preferred Copayment	\$30	90 Days
Non-Preferred Copayment	\$60	90 Days

¹ Coinsurance does not apply to coinsurance out of pocket maximums. These services will not be covered at 100% once coinsurance out-of-pocket maximums are met.

² Preventative services include evidence-based services that have a rating of “A” or “B” in the United States Preventative Services Task Force, routine immunizations and other screening, as provided for in the Patient Protection and Affordable Care Act.

Note:

This benefit description is intended to be a brief outline of benefits available to you and your eligible dependents. It does not include all of the benefits or exclusions. The entire provisions of benefits and exclusions are contained in the Group Contract. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

STEP TWO (if applicable)

Received by: _____ Date and time: _____
Respondent's Name and Title

Date of meeting: _____ Time: _____ Place: _____

Step two response: _____

Respondent's Signature and Title Date and Time

Received by: _____
Grievant's Signature Date and Time

ANSWER IS: Accepted: _____ Rejected: _____

STEP THREE (if applicable)

Received by: _____ Date and time: _____
Respondent's Name and Title

Date of meeting: _____ Time: _____ Place: _____

Step three response: _____

Respondent's Signature and Title Date and Time

Received by: _____
Grievant's Signature Date and Time

ANSWER IS: Accepted: _____ Rejected: _____

STEP FOUR (if applicable)

Received by: _____ Date and time: _____
Respondent's Name and Title

Date of meeting: _____ Time: _____ Place: _____

Step four response: _____

Respondent's Signature and Title Date and Time

Received by: _____
Grievant's Signature Date and Time

ANSWER IS: Accepted: _____ Rejected: _____

F.O.P./O.L.C. intention to arbitrate (Yes) _____ (No) _____
Signature

APPENDIX E

Drug and Alcohol Free Workplace Policy

The Employees of the City of Mount Vernon, Ohio will comply with the Drug and Alcohol Free Workplace Act. In compliance with the Act, the following rules and disciplinary actions will be strictly enforced.

1. The possession, use, or sale of illegal drugs or controlled substances (other than prescribed by a physician) and alcohol beverages on the employer's premises, in a City vehicle or in a City uniform will not be tolerated.
2. Reporting to work under the influence of illegal drugs or controlled substances (other than prescribed by a physician) or alcohol will not be tolerated. If an employee may be impaired because of taking medication according to a physician's prescription, he/she is expected to discuss it with his/her supervisor before commencing work that day.
3. Operating employer vehicles or equipment while under the influence of illegal drugs or controlled substances (other than prescribed by a physician) or alcohol will not be tolerated.
4. For purposes of this policy, an employee will be considered under the influence of alcohol if he/she has a Blood Alcohol concentration (BAC) of .04 or greater.
5. All new employees of the City of Mount Vernon will be required to have a pre-employment and/or new hire evaluation drug screening. In addition, a drug screening may be required during the employee's probationary period. (180 days)
6. All employees will be subject to reasonable suspicion drug and alcohol testing. This testing may be required when there is evidence that an employee is using drugs or alcohol in violation of the City of Mount Vernon's DFWP Policy. The evidence should be drawn from specific, objective facts and reasonable inferences in light of experience and training. Only City personnel who have completed Alcohol and Controlled Substance Reasonable Suspicion Training can require these tests. Such facts and inferences may be based on, but are not limited to the following:
 - Observable behavior, such as direct observation of drug or alcohol use, possession or distribution, or the physical symptoms of being under the influence of drugs or alcohol, such as, but not limited to slurred speech, dilated pupils, odor of alcohol or marijuana, dynamic mood swings, etc.;
 - A pattern of abnormal conduct, erratic behavior or deteriorating work performance (e.g., frequent absenteeism, excessive tardiness, recurrent accidents), which appears to be related to substance use or misuse and does not appear to be attributable to other factors;
 - The identification of an employee as the focus of a criminal investigation into unauthorized drug possession, use or trafficking;

- A report of alcohol or other drug use provided by a reliable and credible source;
 - Repeated or flagrant violations of the company's safety or work rules that post a substantial risk of physical injury or property damage and that appear to be related to substance use or misuse that may violate the employer's DFWP policy, and do not appear attributable to other factors.
7. Post Accident Testing – All employees who may have caused or contributed to an on-the-job accident, as defined in this rule, will submit to a drug or alcohol test. This test will be administered as soon as possible after necessary medical attention is received, or within 32 hours for other drugs. Accident means an unplanned, unexpected or unintended event that occurs on the employer's property, during the conduct of the employer's business, or during working hours, or that involves employer-supplied motor vehicles used in conducting the employer's business, or within the scope of employment, and results in any of the following:
- A fatality of anyone involved in the accident;
 - Bodily injury requiring off-site medical attention;
 - Vehicular damage in apparent excess of \$2,500.00;
 - Non-vehicular damage in apparent excess of \$2,500.00;

As used in this rule, accident does not have the same meaning as provided in Division (C) of section 4123.01 of the Ohio Revised Code, and the definition of this rule is not intended to modify the definition of a compensable injury under the workers' compensation law. Also, this definition of accident does not match the definition used by the Federal Department of Transportation.

8. Follow-up to assessment and/or treatment. This rule refers to employees who have had a positive drug and/or alcohol test result. Any employee with a positive drug and/or alcohol test will be retested a minimum of 4 times during the first year of return to duty. The employee may be tested more than 4 times, if necessary. This will be determined with input from the treatment facility or doctor. The first follow-up test will serve as a return-to-duty test and occur before the employee resumes work activities and following a leave associated with a policy violation. The City of Mount Vernon is committed to the rehabilitation of all employees who are in need.
9. Referrals for testing, assessment and employee assistance; any employee who is in need or requests rehabilitation services will be referred to: Mid-Ohio Corporate care, 1330 Coshocton Road, Mount Vernon, OH 43050.

10. Any employee who refuses to submit to a drug or alcohol test or manipulates or attempts to manipulate a drug or alcohol test will be considered in violation of this policy.
11. All test results will be kept strictly confidential to protect the privacy of employees.
12. Urine tests shall be used to detect the presence of illegal drugs. Evidential Breath Testing shall be used to detect the presence of alcohol. A blood test may be requested for alcohol, if necessary. An employee will be given notice in writing before he/she is sent to be tested.
13. The City of Mount Vernon Drug-Free Workplace Program Administrator will be The Safety-Service Director.
14. Employees who violate this policy in any way will be subject to disciplinary action up to and including dismissal.
15. Compliance with this policy is a condition of employment.

LETTER OF AGREEMENT

The parties agree that the work rule regarding Residency will allow members to reside within fifteen miles of the Mt. Vernon city limits as long as the residence is within Knox County.

The parties agree that the Residency rule will not be changed during the life of the Agreement (December 17, 2011 – December 16, 2014), unless superseded by State Law.



David C. Glass
Safety Service Director



Mark E. Drum, Staff Representative
FOP, Ohio Labor Council, Inc.

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	}	Case No(s): 11-MED-08-1081
EMPLOYEE ORGANIZATION,	}	11-MED-08-1082
	}	11-MED-08-1083
and,	}	
	}	
CITY OF MT. VERNON,	}	
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
Paralegal
F.O.P., O.L.C.I.
222 East Town Street
Columbus, Ohio 43215
614-224-5700

cc: Mr. Richard Mavis
mtvmayor@mountvernonohio.org