

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into by the City of Mt. Healthy and the Fraternal Order of Police, Ohio Labor Council, Inc. ("FOP"), the union representing a bargaining unit of City Employees in the classification of Police Officer as certified by the Ohio State Employment Relations Board. The parties agree Articles 16, 18, 19, 23 and 31 of the current Collective Bargaining Agreement will be modified as a result of a contract reopener for wages to read as follows:

### **ARTICLE 16 DRUG/ALCOHOL TESTING**

Section 16.1. Drug/alcohol testing may be conducted on employees upon reasonable suspicion. Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

1. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
2. A pattern of abnormal conduct or erratic behavior;
3. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
4. Information provided either by reliable and credible sources or independently corroborated;
5. Evidence that an employee had tampered with a previous drug test; and
6. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.
7. Post-accident testing will be conducted whenever an automobile accident occurs, regardless of whether there is an injury. An automobile accident is defined as an unplanned, unexpected or unintended motor vehicle crash that occurs during working hours that involves a City owned motor vehicle used in conducting City business, or is within the scope of employment that results in any of the following:
  - a. A fatality of anyone involved in the accident;

- b. Bodily injury to the employee and/or another person that requires off-site medical attention away from the City's place of employment;
- c. Vehicular damage in apparent excess of one thousand dollars (\$1,000.00); or
- d. Non-vehicular damage in apparent excess of one thousand dollars (\$1,000.00).

When such accident results in one of the situations listed above, any employee who operated the vehicle that contributed to the accident will be tested for drugs or alcohol use or both. Motor vehicle accidents that involve a City owned vehicle and an animal (deer, dog etc.) will not require testing regardless of monetary damage to the vehicle.

Section 16.2. Drug/alcohol testing shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. Under no circumstances may the results of drug/alcohol screening or testing be released to a third party for use in a criminal prosecution against the affected employee. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the initial testing results alone.

Section 16.3. All drug screening tests shall be conducted by medical laboratories meeting the standards of the National Institute of Drug Abuse and the National Institutes of Health. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article. The Employer's Medical Review Officer shall review all confirmed positive results from the laboratory.

Section 16.4. Alcohol testing shall be done in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence.

Section 16.5. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results to the Employer only. A representative for the bargaining unit shall have a right of access to the results upon request to the Employer, with the employee's consent. Refusal to submit to the testing provided for under this Agreement shall be grounds for discipline.

Section 16.6. If a drug screening test is positive, a confirmatory test shall be conducted utilizing the samples collected in the manner prescribed above.

In the event the second test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this Article.

Section 16.7. If after the testing required above has produced a positive result the employee shall be permitted to participate in any rehabilitation or detoxification program covered by his insurance, or of his choice. Any discipline allowed by the positive findings provided for above shall be deferred pending successful rehabilitation of the employee within a reasonable period. An employee who participates in a rehabilitation or detoxification program shall be placed on medical leave of absence for the period of the rehabilitation or detoxification program. Prior to being placed on leave without pay, the employee may use any accrued vacation leave. Upon satisfactory completion of such program, as verified in writing by the treatment facility and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee shall be returned to his former position. Such employee may be subject to periodic retesting upon his return to his position for a period of eighteen (18) months from the date of his return to work. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay, for a period not to exceed ninety (90) days.

Section 16.8. If the employee refuses to undergo rehabilitation or detoxification or if he tests positive during a retesting after his return to work from such a program, the employee shall be subject to disciplinary action, including removal from his position and termination of his employment.

Section 16.9. Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense. The employee may request a third sample be taken at the time the initial sample is taken. This sample shall be tested in accordance with Section 16.3.

Section 16.10. The provisions of this Article shall not require the Employer to offer a rehabilitation/detoxification program to any employee more than once.

Section 16.11. An officer assigned to a drug unit who works specifically with scheduled drugs may be subject to random testing.

**ARTICLE 18**  
**HOURS OF WORK AND OVERTIME**

Section 18.1. The standard work period shall consist of eighty (80) hours per pay period. The standard work day shall consist of 8.00 hours. A 5 and 2 schedule shall be worked by Patrol Officers with a calendar period in which an employee shall work five (5) consecutive 8.00 hour days and shall be off two (2) consecutive days. The Parties recognize and agree two consecutive off days may not occur during the week of a shift change. Employees hired prior to September 1, 2013 off days for first shift shall be Sunday and Monday, the off days for second shift shall be Saturday and Sunday, and the off days for third shift shall be Friday and Saturday. The parties agree that this cannot be changed without a majority vote of the membership of the Mt. Healthy Police Association hired prior to September 1, 2013 and will not be taken for consideration of a fact finder or conciliator. Employees hired on or after September 1, 2013 off days shall be determined by the department in accordance with the requirements contained herein. Both parties agree that a minimum of 2080 hours per year shall be worked by the bargaining unit. Payroll shall be issued within one week after the conclusion of each pay period.

Shifts will be bid on and assigned by seniority every six months for those assigned to patrol duties. Shifts bids will occur by November 15 for January-June, and May 15 for July-December in each year of the agreement. Members will be permitted to work a maximum of two shift bid cycles on any one shift.

Section 18.2. All hours worked in excess of an employee's work day, and all hours in active pay status (e.g., paid vacation, sick and funeral leave, comp time) in excess of an employee's standard work period shall be considered overtime and shall be compensated at one and one-half (1-1/2) times his regular straight time hourly rate of pay. There shall be no pyramiding of overtime for the same hours worked or for premium hours paid (i.e., court time, call-out, etc.). Overtime will be calculated in one-tenth hour (6 minute) increments.

Section 18.3. There shall normally be a sixteen (16) hour layover between scheduled shifts, except when shift rotation occurs. Overtime and court time are not considered part of the scheduled shift.

Section 18.4. Upon request of the employee, and with the prior approval of the Employer, an employee may work a scheduled day off in exchange for another day off to be scheduled within the same work period.

Section 18.5. With the prior approval of the Employer, an employee may exchange days off or work assignments with another employee. Such exchanges shall not effect the active pay status of either employee, except that an employee who works an exchange and is required to work overtime shall receive the overtime compensation.

Section 18.6. Work schedules shall be posted thirty (30) calendar days prior to their effective date. The Employer shall provide prior notice to employees of any schedule

change. When shift rotation occurs, employees shall select their off-day groups from the off-day groups designated as available, based upon their seniority relative to the other employees on that shift assignment.

Section 18.7. Any employee who is required to attend court or pre-trial conferences on matters pertaining to his official duties shall receive a minimum of three (3) hours pay at the overtime rate for each such appearance unless the appearance abuts his regularly scheduled shift. If he is required to stay in attendance beyond three (3) hours, all such excess time shall be paid at the overtime rate. Employees required, or authorized by the Chief, to use his personal vehicle for such appearances shall be reimbursed for actual miles driven at the existing I.R.S. authorized rate.

Section 18.8. Any employee called out to work at a time outside his regularly scheduled shift, which call out does not abut his shift, shall receive a minimum of three (3) hours pay at the overtime rate, or overtime for the hours actually worked, whichever is greater.

Section 18.9. Employees may elect, in lieu of overtime pay, to accept compensatory time. Compensatory time shall be credited at the rate of one and one-half (1-1/2) hours off for each one (1) hour of overtime worked. Compensatory time may be accumulated by an employee, but only to a maximum of one hundred twenty (120) hours at any given time. In the event an employee accumulates one hundred twenty (120) hours of compensatory time, then any future overtime hours of work shall be compensated with overtime pay. The following rights and conditions shall exist as they pertain to compensatory time:

- A. The election of overtime pay or compensatory time is solely the right of the employee, and he shall indicate his election when reporting the overtime worked;
- B. Compensatory time shall be on an equitable basis consistent with the operational needs of the Department and subject to the approval of the Chief of Police. Compensatory time shall not be unreasonably denied;
- C. The employees may offer to sell to the City their compensatory time balances (or any part of their balance). If the City chooses to buy the time, it will be purchased at the employees current rate of pay, and be capped at a maximum of eighty (80) hours per year. If the city denies an employee the option to buy back any or all of their compensatory time it will guarantee the employee the buyback will occur within 90 days of original request. The City will offer to buy back the compensatory time 2 times a year the 1<sup>st</sup> being in June and the 2<sup>nd</sup> being the end of the fiscal year. Any unused portion of the compensatory time will be carried over each year for a maximum of 120 hours;
- D. Upon termination of employment, an employee will be paid for all accrued but unused compensatory time at this current rate of pay.

**ARTICLE 19**  
**WAGES**

Section 19.1. Each step on the wage scale represents a completed year of service as a Police Officer with the City of Mt. Healthy. Employees will advance to the next succeeding step on their anniversary dates of hire.

1. Employees hired before September 1, 2013 shall be paid the following:

A. Effective January 1, 2012, rates of pay for bargaining unit employees shall increase by 0% and shall be as follows.

	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	\$19.4119	\$22.3799	\$24.4079	\$26.4078	\$28.1913
Annual	\$40,376	\$46,550	\$50,768	\$54,928	\$58,673

B. Effective January 1, 2013, rates of pay for bargaining unit employees shall increase by 2.25% and shall be as follows.

	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	\$19.8487	\$22.8834	\$24.9571	\$27.0019	\$28.8256
Annual	\$41,285	\$47,597	\$51,910	\$56,163	\$59,957

C. Effective January 1, 2014, rates of pay for bargaining unit employees shall increase by 2.25% and shall be as follows.

	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	\$20.2953	\$23.3983	\$25.5186	\$27.6094	\$29.4742
Annual	\$42,214	\$48,668	\$53,078	\$57,427	\$61,306

The parties agree that employees hired prior to September 1, 2013 will always be granted increases negotiated between the Employer and the Union. The parties agree that this cannot be changed without a majority vote of the membership of the Mt. Healthy Police Association hired prior to September 1, 2013 and will not be taken for consideration of a fact finder or conciliator.

2. Employees hired on or after September 1, 2013 shall be paid the following:

A. Effective September 1, 2013, rates of pay for bargaining unit employees shall be as follows.

	Step 1	Step 2
Hourly	\$19.8487	\$22.38
Annual	\$41,285	\$46,550

B. Effective January 1, 2014, rates of pay for bargaining unit employees shall increase by 2.25% and shall be as follows.

	Step 1	Step 2
Hourly	\$20.2953	\$22.8833
Annual	\$42,214	\$47,597

Section 19.2. The Employer at its discretion reserves the right to place a new hire employee at Step 2 of the wage scale.

Section 19.3. Employees shall be paid bi-weekly. Longevity compensation shall be calculated at \$50.00 a year starting after ten (10) years and shall be capped at \$500.00 per year. Longevity shall be paid to employee upon anniversary date after notifying the Auditor in writing as to request.

Section 19.4. Double-Back Pay: Whenever there is less than sixteen (16) hours between an employee's regularly scheduled shifts, they shall be compensated, at their overtime rate, for all hours worked in the succeeding shift. Such compensation, or "Double-Back Pay", will be in the form of regular salary for the actual hours worked plus four and one-quarter (4-1/4) hours of overtime pay. Excluded from this provision are shift changes which result in details to training sessions, special details, court appearances, unscheduled overtime work and/ or voluntary shift changes made by the employee.

**ARTICLE 23**  
**SICK LEAVE**

Section 23.1. Employees shall accrue sick leave credit at the rate of four and six-tenths (4.616) hours (.0577 hours per each hour in active pay status) for each eighty (80) hours of service exclusive of overtime, or while in active pay status (e.g., during paid vacation, hours on holiday leave, hours on compensatory time, and sick leave). Sick leave credit shall not accrue during any unpaid leave or layoff, or while on paid occupational injury leave. Sick leave is accumulative without limit.

Section 23.2. An employee may request sick leave for the following reasons:

- A. Illness or injury of the employee or a member of his immediate family, (in the case of a member of the family not living in the same household, the Employer may permit sick leave when he believes it is justified, but such cases will be carefully investigated);
- B. Exposure of the employee to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others;
- C. Death of a member of the employee's immediate family;
- D. Medical, dental, or optical examinations or treatment of the employee or a member of his immediate family which cannot be scheduled during non-work hours;
- E. Pregnancy, childbirth and/or related medical conditions.

Section 23.3. For the use of sick leave under Section 23.2, paragraphs A, D and E above, "immediate family" is defined as mother, father, spouse, child (including step-children), or a legal guardian or other person who stands in the place of a parent (loco parentis). For use under paragraph C, the definition shall include brother, sister, grandparent, grandchild, and in-laws.

Section 23.4. Sick leave will be granted to attend to the needs of an ill or injured member of an employee's immediate family only when the attendance of the member is essential and there are no other family members available, or attendance is during serious medical procedures of grave illness.

Section 23.5. Employees absent on sick leave shall be paid at the same basic hourly rate as when they are working.

Section 23.6. An employee requesting sick leave shall inform his immediate supervisor or designee of the fact and reason, a minimum of one (1) hour prior to his scheduled starting time on each day of such absence, unless other arrangements with the employee's supervisor are made. When an employee returns to work following an absence, his supervisor may require such employee to furnish a satisfactory written

statement to justify the use of sick leave. Effective September 1, 2013, if absence due to illness exceeds three (3) consecutive working days, the Employer may require the employee to obtain a certificate from a physician stating the nature of the illness or injury to justify the use of sick leave.

Section 23.7. An employee with more than one (1) year of full-time service who exhausts his sick leave may use his accrued vacation for sick leave purposes. If the leave is for the employee to care for his own serious health condition, to care for his spouse, child or parent who has a serious health condition, or because of the birth, adoption or foster placement of a child, the employee shall be entitled to a Family and Medical Leave of up to twelve (12) weeks per year. The employee's available paid leave (sick and vacation) must be exhausted and is included in the twelve (12) week total. It is intended that this Section comply with the Family and Medical Leave Act of 1993 and that the parties shall take such actions as to ensure compliance.

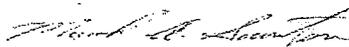
Section 23.8. An employee who retires from active service with the Employer under the Police and Fire Disability Pension Fund with ten (10) or more years of service with the Employer shall be paid twenty-five percent (25%) of the value of the accrued but unused sick leave. Mental/Psychological disability retirements are excluded from this benefit. Payment shall be made based upon the employee's rate of pay at the time of retirement, and shall be made in three (3) equal annual installments, except that if the first payment would be for less than thirty (30) days, the employee will be paid for up to thirty (30) days in the first installment, with the balance in two (2) equal annual installments. Death of an eligible employee shall result in payment of the entitlement to the employee's spouse, designated beneficiary, or to his estate, upon application by the executor of the estate. Sick leave conversion is available only for sick leave earned with the City of Mt. Healthy.

**ARTICLE 31**  
**DETECTIVE POSITION**

Section 31.1. Detective Position: The employer will establish one (1) position for a Detective. The employee assigned to the position of Detective will take part in a competitive exam for the position. The employee ranked number one as a result of the competitive exam will be assigned by the Chief of Police to the position. Any employee assigned by the Chief of Police to the position of Detective must complete a probationary period of six (6) months. An employee who satisfactorily completes the probationary period may thereafter only be removed from the position for cause as defined in Section 15.2 of this contract, unless the position is eliminated through the layoff procedure. An employee that completes the probationary period shall thereafter be paid five percent (5%) above patrol officer rate of pay as contained in Article 19, Section 19.1.1 A, B and C. This increase will be phased in once the employee satisfactorily completes the afore mentioned probationary period. This position will also include an additional \$100.00 per year to the amount established in Section 28.1 for clothing.

In Witness Whereof, the parties have hereunto signed by their authorized representatives this 19 day of NOVEMBER, 2013.

  
Joseph T. Roetting  
Mayor

  
Mark Scranton, FOP/OLC, Inc.  
Staff Representative

  
William Kocher  
City Manager

  
Christopher Jones  
Bargaining Team Member

Approved to form:

  
Stephen Wolf  
Director of Law

REQUESTED BY: CITY MANAGER, BILL KOCHER

DATE OF FIRST READING: 11-4-2013 WAIVE RULES? YES  NO  
FINAL ACTION DATE: 11-19-2013 VOTE:  YES  NO

SUSPENSION OF THREE READING RULE:

YES	NO
<u>      </u>	<u>      </u>

ADOPTION OF ORDINANCE:

YES	NO
<input checked="" type="checkbox"/>	<u>      </u>
<input checked="" type="checkbox"/>	<u>      </u>
<u>ABSENT</u>	<u>      </u>
<input checked="" type="checkbox"/>	<u>      </u>
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<u>ABSENT</u>	<u>      </u>
<u>5</u>	<u>0</u>

DENISE LINGO  
 JAMES WOLF  
 JENNIFER MOODY  
 ROSS BITTNER  
 GERALDINE BRANDY  
 ROBERT PARSONS  
 JEANNE GEORGE  
 TOTALS

ORDINANCE NO. 13-11077

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF MT. HEALTHY AND THE FRATERNAL ORDER OF POLICE OHIO LABOR COUNCIL, INC. REPRESENTING A BARGAINING UNIT OF CITY EMPLOYEES IN THE CLASSIFICATION OF POLICE OFFICER**

**NOW THEREFORE**, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MT. HEALTHY, STATE OF OHIO:

**Section 1.** That the City Manager is hereby authorized to execute an agreement between the City of Mt. Healthy and the Fraternal Order of Police Ohio Labor Council, Inc. representing a bargaining unit of City Employees in the classification of Police Officer, a copy of which is attached hereto and made a part hereof.

**Section 2.** That this Ordinance shall be in full force and effect from and after the first date provided by law.

Passed this 19 day of November ~~October~~, 2013.

[Signature]  
 President of Council

Attest: [Signature]  
 Clerk of Council

Approved this 19 day of November, 2013.

Joseph J. P. [Signature]  
Mayor

Approved as to form:

[Signature]  
Law Director

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF: }

FRATERNAL ORDER OF POLICE, }  
OHIO LABOR COUNCIL, INC., }  
EMPLOYEE ORGANIZATION, }

CASE NO.(S): 11-MED-10-1468  
(Patrol Officers)

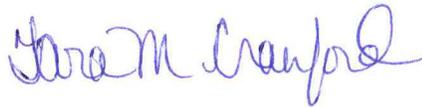
and, }

CITY OF MT. HEALTHY, }  
EMPLOYER. }

FILING OF COLLECTIVE BARGAINING AGREEMENT  
(Addendum)

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

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. Bill Kocher  
[bkocher@mthealthy.org](mailto:bkocher@mthealthy.org)