lbrook 8-1-11 – 7-31-14

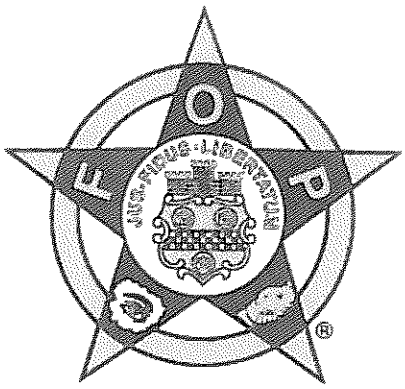
09-CON-02-0898
0898-02
k25930
02/20/2013

AGREEMENT

BY AND BETWEEN

THE CITY OF BELLBROOK, OHIO

and



THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

SERGEANTS
POLICE OFFICERS
DISPATCHERS

August 1, 2011 through July 31, 2014

TABLE OF CONTENTS

		PAGE NO.
ARTICLE 1	- AGREEMENT/PURPOSE	1
ARTICLE 2	- CONFLICTS WITH LAW AND SEPARABILITY	1
ARTICLE 3	- RECOGNITION	1
ARTICLE 4	- FOP/OLC SECURITY/DUES DEDUCTION	2
ARTICLE 5	- FOP/OLC REPRESENTATION	2
ARTICLE 6	- MANAGEMENT RIGHTS	3
ARTICLE 7	- NON-DISCRIMINATION	4
ARTICLE 8	- BULLETIN BOARD	4
ARTICLE 9	- GRIEVANCE PROCEDURE	4
ARTICLE 10	- LABOR/MANAGEMENT MEETINGS	6
ARTICLE 11	- DISCIPLINE	6
ARTICLE 12	- PROBATIONARY PERIOD (PATROL OFFICERS & SERGEANTS)	8
ARTICLE 13	- PROBATIONARY PERIOD (DISPATCHERS)	8
ARTICLE 14	- PERSONNEL FILES	8
ARTICLE 15	- SENIORITY	9
ARTICLE 16	- LAYOFF AND RECALL	9
ARTICLE 17	- HOURS OF WORK AND OVERTIME	10
ARTICLE 18	- CALL-IN PAY	11
ARTICLE 19	- COURT TIME	12
ARTICLE 20	- WAGES	12
ARTICLE 21	- INSURANCE	13
ARTICLE 22	- HOLIDAYS	13
ARTICLE 23	- VACATIONS	14
ARTICLE 24	- SICK LEAVE	14
ARTICLE 25	- INJURY LEAVE	16
ARTICLE 26	- FUNERAL LEAVE/BEREAVEMENT LEAVE	17
ARTICLE 27	- LEAVES OF ABSENCE	17
ARTICLE 28	- SUBSTANCE TESTING	19
ARTICLE 29	- EQUIPMENT/CLOTHING	20
ARTICLE 30	- EQUIPMENT REPLACEMENT	21

TABLE OF CONTENTS CONTINUED

ARTICLE 31 -	VOLUNTARY TRAINING AND SAFETY	21
ARTICLE 32 -	MANDATORY TRAINING	21
ARTICLE 33 -	EMERGENCY MEAL ALLOWANCE	22
ARTICLE 34 -	COMMUNICABLE DISEASES	23
ARTICLE 35 -	TUITION REIMBURSEMENT	23
ARTICLE 36 -	STRIKES AND LOCKOUTS	24
ARTICLE 37 -	RETIREMENT	24
ARTICLE 38 -	SCOPE OF BARGAINING	25
ARTICLE 39 -	COPIES OF AGREEMENT	25
ARTICLE 40 -	DURATION	25
ARTICLE 41 -	PROMOTIONAL STANDARDS FOR SERGEANT	25
ARTICLE 42 -	MERGER OF SERVICES	26
ADDENDUM A -	PAY SCALES	27
	SIGNATURE PAGE	29

ARTICLE 1

AGREEMENT/PURPOSE

Section 1.1. This Agreement entered into by the City of Bellbrook, Ohio hereinafter referred to as the "Employer," or the "City," and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "FOP/OLC," or the "Union," has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth in its entirety, the full and complete understandings and agreements between the parties governing the wages, hours, terms and conditions of employment for those employees included in the bargaining units as defined herein.

Section 1.2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or regulation from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in the Agreement. The provisions of this Agreement constitute the entire Agreement between the parties.

ARTICLE 2
CONFLICT WITH LAW AND SEPARABILITY

Section 2.1. The parties intend this Agreement to supersede and replace any state and local laws on the subjects covered by this Agreement. Where this Agreement makes no specification about a matter, the provisions of applicable law shall prevail. If, by operation of law or by a court of competent jurisdiction, it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

Section 2.2. The parties agree that should any provision of this Agreement be invalid as a matter of law, then, upon written request by either party, the parties to this Agreement shall meet at a mutually agreeable time and attempt to modify the invalid provisions of this Agreement by good faith negotiations, but in the event they are unable to reach agreement, then the City shall retain its inherent rights, subject to its obligations to comply with applicable law and neither party shall have access to dispute resolution procedures of Chapter 4117 of the Ohio Revised Code, but shall have access to the grievance procedure set forth in this contract.

ARTICLE 3
RECOGNITION

Section 3.1. The Fraternal Order of Police, Ohio Labor Council, Inc. is recognized as the sole and exclusive representative for all regular full-time employees in the bargaining units set forth in the certifications issued by the Ohio State Employment Relations Board as follows:

a. 93-REP-02-0019 as certified April 8, 1993: includes all full-time personnel in the rank of Sergeant.

b. 93-REP-02-0020 as certified April 8, 1993: includes all full-time Patrol Officers.

c. 93-REP-04-0086 as certified June 10, 1993: includes all full-time Dispatchers.

d. Excluded: Chief, Lieutenant(s), Administrative Assistant and all other employees.

Section 3.2. The Employer will not recognize any other union, organization, or person as the representative for any of the bargaining unit members unless required by law to do so.

ARTICLE 4
FOP/OLC SECURITY/DUES DEDUCTION

Section 4.1. After sixty (60) days of employment, the City shall deduct from the wages of bargaining unit employees and remit to the FOP/OLC at 222 East Town Street, Columbus, Ohio 43215, or such address as set forth by the FOP/OLC from time to time, an amount certified by the FOP/OLC as monthly dues calculated as the annual dues divided by the number of monthly pay periods, provided the bargaining unit employees shall individually and voluntarily provide the City with dues deduction authorization consistent with the provisions herein and with Section 4117.09(B)(2) of the Ohio Revised Code. The City's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

Section 4.2. The Union will indemnify and save the City harmless from any action growing out of deductions hereunder and commenced by an employee against the City (or the City and Union jointly).

Section 4.3. After sixty (60) days of employment or when a bargaining unit employee elects to revoke their membership during the term of this Agreement, the Employer shall deduct from their pay a fair share fee for the FOP/OLC's representation of such non-members during the term of this Agreement. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes, or any other endeavors not germane to the FOP/OLC's work in the realm of collective bargaining and contract administration. The amount of the fair share fee shall not exceed 100% of the FOP/OLC dues for members.

ARTICLE 5
FOP/OLC REPRESENTATION

Section 5.1. One (1) employee per bargaining unit, as selected by the Union to act as Union Representative for the purpose of processing and investigating grievances under the Grievance Procedure, shall be known as the Associate. The Associate may have an alternate who shall act in his/her absence. The Union shall notify the Employer in writing of all employees selected to hold the position of Associate, alternate Associate, or any other position within the Union or the bargaining unit within a reasonable time period.

Section 5.2. No union meetings or other union activities shall take place during working hours without prior approval of the Chief of Police or his designee, provided that an Associate may discuss a grievance with an employee and/or his/her supervisor, for a reasonable period of time. The Union will make reasonable efforts to conduct its affairs in such a manner as not to interfere with the Employer's business.

Section 5.3. The FOP/OLC shall have reasonable access to all meeting areas of the Employer at reasonable times and only so far as any FOP/OLC meetings do not interfere with the Employer's business.

Section 5.4. FOP/OLC non-employee representatives or Associates shall have reasonable visitation privileges to the Employer's facilities, public or otherwise for the purpose of administering this Agreement or attending meetings.

Section 5.5. A total of twenty-four (24) hours of paid leave per calendar year shall be available for use collectively by all employees covered by this Agreement, for the purpose of attending FOP/OLC functions such as conventions, educational meetings and seminars. Said leave shall be taken in no less than four (4) hour increments. The Employer shall not unreasonably deny the authorization of vacation leave, holidays or the use of compensatory time for a member to attend said functions in addition to the above-mentioned twenty-four (24) hours. Under no circumstances will the Employer be required to provide paid leave to any employee for attending said functions once twenty-four (24) hours of paid leave have been provided, in the aggregate, to employees covered by this Agreement in any calendar year.

Section 5.6. FOP/OLC Associates shall attend to the administration of this Agreement (grievances and negotiation sessions) on a no loss/no gain basis.

ARTICLE 6
MANAGEMENT RIGHTS

Section 6.1. Unless expressly provided to the contrary by a specific provision of this Agreement, management reserves and retains solely and exclusively all of its statutory and common law rights to manage the operation of the Police Department, as such rights existed prior to the execution of this or any other previous agreement.

The Employer's exclusive rights include, but shall not be limited to the following, except as expressly limited by the terms set forth in this Agreement:

A. To develop, alter or abolish policies, practices, procedures and rules to govern the operation of the Department of Police and bring about discipline for just cause.

B. Determine the overall methods, process, means, or personnel by which operations are to be conducted, and establish work schedules, locations or functions in accordance with municipal or departmental needs.

C. To transfer, promote or demote employees; or, to lay off, terminate or otherwise relieve employees from duty for just cause.

D. To recruit, select and determine the number, qualifications and characteristics of employees required.

E. To establish basic and in-service training programs and requirements for upgrading skills of employees.

F. To take such measures as the City or Department of Police may determine to be necessary to carry out the mission of the department as a governmental unit.

To the extent that the above rights are specifically limited by the provisions of this Agreement, alleged violations are subject to the Grievance and Arbitration Procedure.

ARTICLE 7
NON-DISCRIMINATION

Section 7.1. Neither the Employer, its agents, or officials, nor the FOP/OLC or its agents or officers shall discriminate against any employee on the basis of age, sex, marital status, race, color, religion, national origin, political affiliation, disability, or union activity.

Section 7.2. All references in this Agreement to the male gender shall be construed to be equally applicable to females.

ARTICLE 8
BULLETIN BOARD

Section 8.1. The Employer shall provide the Union with a bulletin board, provided that:

1. Such bulletin board shall be used for the posting of notices bearing the written approval of the Union Associate or an official representative of the FOP/OLC and shall be solely for Union business; and,

2. No notice or other writing may contain anything political, controversial or critical of the Employer or any other institution or of any employee or other person; and

3. Upon request from an appropriate official of the Employer, the Union will immediately remove any notice or other writing that the Employer believes violates subparagraphs (1) and (2), but the Union shall have the right to grieve such action through the grievance procedure.

ARTICLE 9
GRIEVANCE PROCEDURE

Section 9.1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a violation of this Agreement, or an allegation that discipline has not been for just cause.

Section 9.2. Disciplinary matters must be brought pursuant to this Grievance Procedure before any appeal to any court or outside agency.

Section 9.3. Grievances will be settled at the earliest possible step of the procedure. The employee must proceed through all steps of the grievance procedure in proper order and within the prescribed time limits, except as otherwise noted.

Section 9.4.

Step 1 - Immediate Supervisor. Any employee or FOP/OLC representative having a grievance shall present his or her grievance in writing to their immediate supervisor, so long as that supervisor is not a bargaining unit member. If there is no such supervisor, the grievance shall proceed to the next step. In order for the grievance to be recognized, it must be presented within seven (7) calendar days

from the date of the incident or when the employee knew or should have known of the incident giving rise to the alleged grievance. Within seven (7) calendar days from the date the employee first presented his or her complaint, the supervisor will attempt to resolve the matter or provide a written response to the grievance.

Step 2 - Department Head. If the grievance is not resolved in Step 1, the employee may pursue the matter by presenting the grievance to the Chief within seven (7) calendar days of the date the reply was received or was due to be received in Step 1. The Chief will meet with the grievant and his/her representative(s) and otherwise attempt to resolve the matter within seven (7) calendar days of receipt of the grievance. The Chief after review and investigation of all matters of fact relative to the grievance shall issue a decision on the grievance form within seven (7) calendar days following the meeting.

Step 3 - City Manager. Where the grievant is not satisfied with the Step 2 response, the aggrieved may submit the grievance to the City Manager within seven (7) calendar days of the date of receipt of the Step 2 answer or the date the answer was due to be received. The City Manager will review the grievance and all responses within seven (7) calendar days following the date he received the grievance.

If the City Manager determines that the previous responses were adequate and proper, he will so inform the grievant within fourteen (14) calendar days following the day he received the grievance.

If the City Manager or designee determines the responses to be incomplete or improper, or that sufficient evidence does not appear on its face to warrant a response, he may exercise the following procedure:

Conduct a meeting with all parties involved in attendance and available for questioning within fourteen (14) calendar days following the day he received the grievance. The City Manager or designee will inform. the grievant of his decision within five (5) calendar days of the meeting.

Arbitration. When the grievant is unsatisfied, the matter may be taken to arbitration by the FOP/OLC, at its sole discretion, by filing, within fourteen (14) calendar days of the decision of the City Manager a Notice of Intent to Arbitrate. Within ten (10) calendar days of receipt of intent to arbitrate under the grievance arbitration procedure, the City and the FOP/OLC shall by joint letter solicit a list of at least seven nominations of an arbitrator to hear the case from the Federal Mediation and Conciliation Services (FMCS area #15 Ohio). Either party may once reject the list and request from FMCS another list of seven (7) names. The parties shall strike from that list. A date for arbitration shall be set as soon as possible in accordance with the wishes of the City, the FOP/OLC and the availability of the arbitrator. The arbitrator shall reduce his award to writing and state his reasons for reaching the decision. Said award shall be provided to the parties as soon as possible after the date of the hearing. All decisions of the arbitrator shall be final and binding upon all parties participating. Both the City and the FOP/OLC shall share equally in the cost of the arbitrator.

The Arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement, and shall be without power or authority to make any decision that is contrary to, or inconsistent with, or modifying or varying in any way the terms of this Agreement or applicable laws.

The Arbitrator shall be without authority to recommend any right of relief on an alleged grievance occurring at any time other than the contract period in which such right originated or make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step I of the grievance procedure, or in matters of discipline, the date the grievant was affected.

Section 9.5. Time limits and steps as set forth in this procedure may be extended or waived by mutual agreement of the parties in writing.

Section 9.6. All grievances under this procedure shall be written on forms provided by the FOP/OLC.

ARTICLE 10
LABOR/MANAGEMENT MEETINGS

Section 10.1. The parties will establish three (3) labor-management committees consisting of no more than two (2) bargaining unit employees per bargaining unit and the Chief of Police which may meet separately or together upon the request of the Chief or the Associate for the bargaining unit (but in no event more than monthly without mutual consent). The committees may meet at agreeable dates and times for the following purpose:

1. To disseminate general information of interest to the parties.

2. To give the FOP/OLC Representatives the opportunity to share the views of their members and/or suggestions on subjects of interest to their members.

3. To discuss ways to improve efficiency within the Department.

4. To promote harmonious relations between the Employer and the FOP in the best interest of the community.

5. To discuss safety and health issues of the Department.

Section 10.2. All bargaining unit employees of the Labor Management Committee shall be paid at their regular rate of pay while performing committee duties on a no loss/no gain basis.

ARTICLE 11
DISCIPLINE

Section 11.1. The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. The Employer may take disciplinary action for actions which occur while an employee is on duty, or which occur while an employee is working under the color of the Employer, or in the instances where the employee's conduct violates his oath of office. Forms of disciplinary action are:

1. Verbal reprimand.
2. Written reprimand.

3. Suspension without pay. (At the option of the employee, and the concurrence of the Employer, accrued vacation, holiday time or compensatory time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.)

4. Reduction in rank.

5. Discharge.

Section 11.2. Whenever the Employer determines that an employee may be disciplined for just cause that could result in suspension, reduction, or termination, a pre-disciplinary hearing will be scheduled to give the employee an opportunity to offer explanation of the alleged misconduct. Prior to the hearing, the employee shall be given written explanation of the charges and evidence supporting such charges. A pre-disciplinary hearing, if any, shall be completed within thirty (30) calendar days from the presentation to the employee of the written explanation of charges. A copy of the Hearing Officers decision will be provided to the employee within ten (10) calendar days following the Pre-disciplinary Hearing. Any disciplinary action to be administered must be issued within forty-five (45) calendar days of the receipt of the hearing officer's decision. Time frames may be extended by mutual agreement.

Pre-disciplinary hearings will be conducted by the City Manager and/or the Chief of Police. The employee may choose to:

1. Appear at the hearing to present oral or written statements in his defense.

2. Appear at the hearing and have an employee or non-employee representative of the FOP/OLC present oral or written statements in his defense.

3. Elect in writing to waive the opportunity to have a pre-disciplinary hearing.

At the pre-disciplinary hearing, the hearing officer(s) will ask the employee or his representative to respond to the allegations of misconduct which were outlined to the employee. At the hearing, the employee may present any testimony, witnesses, or documents which he feels may be germane to the charges. The employee shall provide a list of witnesses, and the name and occupation of his representative, if any, to the Employer as far in advance as possible, but not later than eight (8) hours prior to the hearing. It is the employee's responsibility to notify his witnesses that he desires their attendance at the hearing.

The employee will be permitted to confront and cross-examine witnesses, if called by the Employer. The Employer will decide what discipline, if any, is appropriate.

Section 11.3. Disciplinary action may be appealed through the grievance and arbitration procedure. Appealable disciplinary actions must be filed at the appropriate level of the grievance procedure within seven (7) calendar days from receipt of the notice of discipline by the employee.

Section 11.4. The bargaining unit employee under investigation shall be entitled to the presence of an employee and/or a non-employee O.L.C. representative at any questioning of the member, unless the member consents in writing to being questioned outside the presence of the non-employee representative.

Section 11.5. The City agrees that all disciplinary procedures shall be carried out in a private and businesslike manner.

ARTICLE 12
PROBATIONARY PERIOD
(PATROL OFFICERS AND SERGEANTS)

Section12.1. Every new Police Officer and Sergeant hired (or promoted) by the City of Bellbrook shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer. Police Officers' and Sergeants' probation shall continue for a period of twelve (12) months. During the probationary period, Police Officers shall not have access to the grievance/arbitration provisions of this Agreement with respect to matters of discipline or discharge. Sergeants who fail to successfully complete the probationary period may be returned to their original position without loss of seniority. Absent an arbitrary or capricious or unlawful decision to demote a probationary employee, demotions shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 12.2. An employee who is promoted or upgraded from part-time status to full-time status during their probationary period shall be required to successfully complete the probationary period.

ARTICLE 13
PROBATIONARY PERIOD
(DISPATCHERS)

Section 13.1. Every newly hired bargaining unit employee in the classification of dispatcher shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer. Dispatchers' probation shall continue for a period of twelve (12) months. During the probationary period, employees shall not have access to the grievance and arbitration provisions of this Agreement with respect to matters of discipline or discharge.

Section 13.2. An employee who is promoted or upgraded from part-time status to full-time status during their probationary period shall be required to successfully complete the probationary period.

ARTICLE 14
PERSONNEL FILES

Section 14.1. Personnel files are considered public records in the Ohio Revised Code. Bargaining unit members shall have access to their personnel files.

Section 14.2. Every bargaining unit member shall be allowed to review the contents of his personnel file at all reasonable times upon written request except that any bargaining unit member involved in a grievance or disciplinary matter shall have access at any reasonable time in order to adequately prepare for such process. Memoranda clarifying and explaining alleged inaccuracies of any document in said file may be added to the file by the bargaining unit member.

Section 14.3. All entries of a disciplinary or adverse nature shall be maintained solely in the personnel file which shall be maintained in the office of the Chief of Police. The affected bargaining unit member shall be notified of any such entry and shall be afforded a copy of the entry and an

opportunity to attach a statement. No unfounded complaint shall become part of any bargaining unit member's personnel file.

Section 14.4. Records of counseling, verbal reprimands and written reprimands shall cease to have force and effect twelve (12) months from the date of issuance and shall, upon the written request of a bargaining unit member, be totally removed and without further reference from the personnel file, provided no similar intervening discipline has occurred. Any record of discipline involving suspension shall cease to have force and effect thirty-six (36) months from the date of issuance, provided no similar intervening discipline has occurred, and shall be expunged and sealed.

ARTICLE 15
SENIORITY

Section 15.1. "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the City. A termination of employment lasting less than thirty-one (3 1) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

Section 15.2. An approved leave of absence of one (1) year or less does not constitute a break in continuous service, provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave. This leave may be extended by the Chief of Police for one (1) additional year for educational purposes.

Section 15.3. Employees laid off shall retain their seniority for a period of twelve (12) months from the date of layoff.

Section 15.4. Employees shall have no seniority during their probationary period, but shall be granted seniority upon successful completion of the probationary period, calculated from the date of hire with the City.

Section 15.5. The Employer may hire individuals with prior training or experience to serve as full-time Dispatchers and Officers. The Employer retains the right, to be exercised in its sole discretion, to place such individuals at any pay level on the appropriate pay scale immediately upon hiring consistent with any restrictions contained in Article 20.

ARTICLE 16
LAYOFF AND RECALL

Section 16. 1. When the Employer determines that a long-term layoff or job abolishment is necessary, he shall notify the affected employees thirty (30) days in advance of the effective date of layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible.

Section 16.2. Layoffs in the bargaining unit shall be in inverse order of seniority, with the least senior employee being laid off first. No person shall be hired in or promoted to a bargaining unit position while there are bargaining unit employees on layoff or on voluntary demotion.

Section 16.3. Any employee laid off from the bargaining unit position may, at his option, displace a regular part-time or intermittent employee. Failure to bump or failure to accept a recall to a part-time or intermittent position shall not jeopardize an employee's recall rights to a full-time position.

Section 16.4. Employees who are laid off shall be placed on a recall list for a period of twelve (12) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of reeall. Any training required in this Section shall be at the Employer's expense and time.

Section 16.5. Notice of recall shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

Section 16.6. The employee shall have five (5) calendar days following the date of receipt of the certified mail recall notice to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following the date of receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice. An employee failing to notify the Employer of his intention to return within five (5) days, or failing to report for duty within fourteen (14) days of notice, shall be removed from the recall list and be deemed to have resigned.

Section 16.7. For the purpose of this Article, seniority shall be computed on the basis of uninterrupted length of continuous full-time service with the City.

ARTICLE 17
HOURS OF WORK AND OVERTIME

Section 17.1. The standard work period for all bargaining unit employees shall normally consist of forty (40) hours within a seven (7) day period. The standard work day for all bargaining unit members shall normally consist of eight (8) hours. Dispatchers may, as an alternative work schedule, work twelve (12) hour days, with forty hours of work in a seven day work period.

Section 17.2. Employees required to work in excess of eight (8) hours per work day, or in excess of forty (40) hours within a seven (7) day work period, shall be paid at the rate of one and one-half (1 - 1/2) times their regular hourly rate of pay for all such excess time.

A. For purposes of computing hours of work and overtime compensation, anytime an employee is receiving pay from the employer including vacation time, compensatory time, holidays, personal days and sick leave or any other paid time, shall be considered time worked.

B. There shall be no pyramiding of overtime.

C. 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.

D. With the prior approval of the Employer, an employee may exchange days off or work assignments with another employee. Such exchanges shall not affect 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. Employees

may not exchange for the purpose of creating overtime.

E. Overtime will be calculated within each pay period for hours worked in excess of the employee's regularly scheduled hours. Overtime will be paid with the regular pay for that pay period.

Section 17.3. Compensatory time shall be granted in lieu of overtime compensation at the request of the employee, and shall not be unreasonably denied. Employees may accumulate a maximum of one hundred twenty (120) hours of compensatory time. In the event an employee accumulates one hundred twenty (120) hours of compensatory time, any additional overtime worked shall be compensated with overtime pay. When an employee desires to use compensatory time off that he has accumulated, it shall be scheduled and granted with the mutual consent of the employee and the Chief of Police or his designee in accordance with Section 23.4. On the first regularly scheduled pay day in December, of one of the years 2011, 2012 or 2013, employees may elect to cash in their accumulated compensatory time. If an employee elects to cash in their accumulated compensatory time, they will notify the Chief or designee in writing by the end of September in the cash out year.

Section 17.4. Work schedules shall be posted ten (10) calendar days prior to their effective date. Seven (7) calendar days' notice must be given by the Employer prior to any non-emergency change in a posted schedule. All vacation, compensatory time, training, and other leave requests must be submitted in writing to the Chief of Police or his designee prior to the fifteenth (15th) of the month for inclusion in the following month's schedule. The Employer shall have no obligation to grant any request not submitted in accordance with this Section.

Section 17.5. Except for retraining (up to three (3) months), disciplinary reasons and special assignments (current examples would be DARE or Crime Prevention Officers, and Detectives), all bargaining unit employees shall be assigned to specific shifts based on seniority preference with the most senior member having priority selection. Specialty assignments shall not preclude a member from seniority shift selection.

Section 17.6. In the event of non-emergency shift changes, or reassignments, the changes or reassignments shall be made on a seniority basis, with the least senior bargaining unit employee being reassigned first and subject to the provisions of Section 17.5 of this Article.

Section 17.7. Overtime will be assigned on a rotating basis with the most senior bargaining unit employee having first choice when practicable to do so based on the skills, abilities or assignments of the bargaining unit employees.

ARTICLE 18
CALL-IN PAY

Section 18.1. Call-in time is defined as time for work assigned by the Chief of Police or his designated representative and performed by an employee at a time disconnected from his normal or prescribed hours of work. Call-in time is not extra time at the beginning or end of the normal or prescribed hours of work.

Section 18.2. An employee who is called in will be credited with a minimum of three (3) hours of work at the rate of one and one-half times his normal rate of pay. An employee who is called in and works more than three hours will be paid for actual hours worked at the rate of one and one-half times his normal rate of pay. An employee may elect to receive compensatory time in lieu of pay.

Section 18.3. An employee will be compensated for call-in pay, provided the employee has worked or is in a paid leave status for all regularly scheduled hours by the end of the work period. An employee called in who has not worked all regularly scheduled hours by the end of the work period will be compensated for call-in time at his regular pay rate for actual hours worked until he has a sum of hours equal to regularly scheduled hours. When an employee achieves the sum of hours worked equal to the regular hours normally worked, all call-in time will be compensated for in accordance with Section 18.2 of this Article. An employee may elect to receive compensatory time in lieu of pay.

Section 18.4. The employee on call-in who has worked less than three (3) hours is required to check with his supervising authority on duty if additional necessary work is to be performed at that time before leaving. Except in circumstances unforeseeable to the Employer, the employee shall be notified at the time of call-in that there will be additional necessary work to be performed, and approximately how long such work will take to complete.

ARTICLE 19
COURT TIME

Section 19.1. All employees who are required to appear in court for criminal proceedings or administrative hearings, when off duty, shall be credited with the actual time that they are required to be in court at a time and one-half rate. In no event will an employee receive less than three (3) hours pay at a one and one-half time rate of pay. An employee may elect to receive compensatory time in lieu of pay.

Section 19.2. Employees will not ordinarily be paid for court appearances in civil matters. However, when the appearance of an employee in a civil action is at the request of the City or on behalf of the City in a matter in which the City is directly interested, or the testimony arises out of and is directly related to the performance of the employee's official duties, the employee, if on duty, shall be released from duty without loss of pay. If the employee, in such a case, is not on duty, he shall be paid for the time he is actually required to be at court at a time and one-half rate, provided such time is in excess of his regularly scheduled hours, but in no event is less than three (3) hours time to be paid at one and one-half times the regular rate of pay. An employee may be granted compensatory time off in lieu of pay under this section at a rate of one and one-half hours off for every hour worked consistent with the prior provisions of this Agreement.

ARTICLE 20
WAGES

Effective August 1, 2011, current bargaining unit employees shall receive the hourly wage set forth in the pay schedules attached hereto. New employees shall be placed on the schedule in accordance with the terms of this Agreement. Employees shall move to the next step on the appropriate schedule on the appropriate anniversary date. Police officers promoted to the rank of Sergeant shall be placed on the Sergeant pay scale at a rate that provides at least a five percent wage increase. If the Employer exercises its right to hire an officer or dispatcher and treat such person as a lateral entry pursuant to Article 15 of this Agreement, then the Employer shall have the sole discretion to place such person on the pay scale as follows:

- Lateral Entry Dispatchers or Police Officers who begin work after August 1, 2006, shall be placed on or below step four of the pay scale in effect as of that date.

ARTICLE 21
INSURANCE

Section 21.1. The Employer agrees to maintain for bargaining unit members and their dependents the same Health Care Insurance Plan and Life Insurance Plan offered to all other City of Bellbrook employees. The Life Insurance Plan will be for $50,000.00 minimum per employee. The City may offer employees the option of purchasing additional life insurance coverage through the City's group life insurance provider.

ARTICLE 22
HOLIDAYS

Section 22.1. All full-time bargaining unit employees are entitled to the following paid holidays:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Eve Day
Christmas Day

Section 22.2. The length of the holidays listed above shall be eight (8) hours. All hours worked on the Holiday shall be at the overtime rate.

Section 22.3. On the Sunday after the first pay period paid in December of each year of this agreement, each employee shall be credited with ninety-six (96) hours holiday compensatory time. Holiday compensatory time shall be considered separately from overtime compensatory time. Requests for holiday compensatory time off must be submitted in advance of the time requested, and shall be honored subject to the operational needs of the department, in accordance with Section 23.4.

Section 22.4 On the first regularly scheduled pay day in December of each Agreement year, employees shall be paid, by separate check, for the balance of holiday compensatory time to their credit at their current rate of pay.

Holiday compensatory time credit and cash conversion shall be pro-rated for those employees employed for less than the full December to December period, based upon the holidays which occur or occurred during their period of employment. An employee who separates and who has taken holiday compensatory time in excess of his/her pro-rata entitlement, shall have the excess time deducted from any final compensation due.

ARTICLE 23
VACATIONS

Section 23.1. Bargaining unit employees shall be granted their appropriate vacation leave yearly, with full pay, based on their length of service of full-time employment with the City and subject to the terms of this Agreement.

Section 23.2. Vacation shall be earned as follows:

1. Two (2) weeks vacation after twelve (12) months of continuous service and thereafter in each calendar year after January 1;

2. Three (3) weeks vacation during the calendar year in which the fifth (5th) employment anniversary date occurs;

3. Four (4) weeks vacation during the calendar year in which the fifteenth (15th) employment anniversary date occurs; and

4. Five (5) weeks vacation during the calendar year in which the twentieth (20th) employment anniversary date occurs.

Section 23.3. Vacation time shall be paid at the employee's regular rate of pay in effect at the time the vacation is taken.

Section 23.4. Employee's shall notify the Employer by the fifteenth (15th) of each month of their desire to use vacation or other paid leave during the next month. Employees may request prior to March 1, the dates for that vacation year (January 1 through December 31 of that year) on which they prefer to use their accumulated vacation or other paid leave. These requests shall be honored on the basis of the employee's seniority with the employer subject to the operational needs of the department. Requests submitted after March 1 shall be honored on a first come first serve basis.

Section 23.5. Bargaining unit employees shall be permitted to carry over accumulated vacation leave for up to two (2) years from the date earned; ie, in no event shall total available and/or accrued vacation exceed two times the amount earned in the applicable year.

Section 23.6. Bargaining unit employees who resign or retire are entitled to compensation, at their current rate of pay, for any earned but unused vacation leave at the time of separation.

ARTICLE 24
SICK LEAVE

Section 24.1. Each full-time employee shall be entitled to 4.6 hours of sick leave with pay, up to an accumulation and maximum annual usage of one hundred twenty (120) days for every eighty (80) hours of regular time, not overtime, worked. A written statement by a physician may be required after three (3) consecutive sick leave days, at the discretion of the Chief of Police or the City Manager. Regular time shall be defined as anytime an employee is receiving pay from the Employer including vacation time, compensatory time, Holidays, personal days, sick leave, or any other paid time excluding overtime.

Section 24.2. An employee may use sick leave for absence due to the employee's illness, injury, doctor's or dentist's appointments, or exposure to a contagious disease which could be communicated to other employees.

Section 24.3. An employee may use ten (10) days of sick leave per year to care for an ill or injured member of the immediate family (when the employee is the primary care giver), as defined in Section 24.4 (excluding aunt and uncle). The employer may reasonably request documentation from an attending physician that the employee's presence is necessary.

Section 24.4. For the purpose of this Article, the "immediate family" is defined as only: mother, father, brother, sister, child, spouse, grandparent, grandchild, aunt, uncle, in-laws, legal guardian or other person who stands in the place of a parent.

Section 24.5. Each Police Officer or Sergeant shall notify or cause his supervisor to be notified of his absence not later than one (1) hour prior to the regular starting time of the working day. Dispatchers shall notify or cause their Supervisor to be notified of his absence not later than three (3) hours prior to the regular starting time of the working day.

Section 24.6. Employees shall receive accrued sick leave upon separation from employment (for reasons other than discharge for cause, in which case no accrued sick leave shall be paid) for all days accrued, at the rate of one (1) days pay for each three (3) days accrued but in no event shall any employee receive more than twenty (20) days pay pursuant to this provision if the employee resigns or a maximum of forty-five (45) days of pay upon retirement.

Section 24.7. Any employee who does not utilize sick leave for any one hundred twenty (120) consecutive calendar days period shall be entitled to one (1) earned vacation day.

Earned vacation days must be requested in advance and scheduled with the approval of the Chief of Police or his designee.

The one hundred twenty (120) consecutive day period begins the first day following the last occurrence of sick leave usage and ends one hundred twenty (120) calendar days later.

Earned vacation days must be taken within one year of the date of earning; if not taken within one year, the day shall be paid to the employee.

The use of earned vacation days shall not be deducted from the member's accumulated sick time.

Section 24.8. All members of the bargaining unit shall be eligible for donated sick leave benefits, subject to the terms of this Article, to relieve hardship resulting from an extraordinary and extended illness.

Rules and Procedures:

1. When an employee's sick leave hours are about to be exhausted, he/she or the FOP Representative shall request, in writing, to the Chief of Police, consideration for receipt of donated sick leave hours from other bargaining unit members.

2. The Chief of Police has sole decision-making authority for recipients of this program. The decision regarding applications is not subject to the grievance or arbitration procedure.

3. Upon application, the Chief of Police will respond to the employee within five (5) business days.

4. Upon approval of the request, the Chief of Police will post a sick leave donation request announcement for the employee.

5. Only non-probationary employees are allowed to participate, both in receiving and providing sick leave hours.

6. Any employee providing hours must have a minimum of 200 hours to participate. Only hours above the 200 level may be used.

7. Donation of sick leave hours must be in 40-hour blocks (minimum and maximum), except for employees with less than 240 hours.

8. Donated hours are deducted from an employee's available number of days to use each year. Example – 40 hours donated, 120 days – 5 days + 115 days left.

9. Each employee may donate sick leave hours only once in a calendar year.

10. This program is used only when the employee exhausts all other leave (earned vacation days, vacation and compensatory hours).

11. Once hours are donated to an employee, he/she retains that number of hours. If an employee returns to work before the hours are exhausted, the employee retains all unused, donated hours.

ARTICLE 25
INJURY LEAVE

Section 25.1. No bargaining unit member shall be charged for sick leave or time off against his accumulated sick leave for any time taken as a result of an injury or illness incurred while in the lawful performance of his duties.

Section 25.2. An employee who suffers a service-connected injury incurred in the course of and arising out of employment with the City shall be eligible for injury leave. Injury leave shall be available for a maximum of one hundred eighty (180) working days per injury. After one hundred eighty (180) working days, the employee may utilize sick time or other approved leave of absence.

Section 25.3. When an employee applied for injury leave with pay, he must execute an agreement assigning to the City any such pay from Workers' Compensation during the period of the paid leave, and all necessary forms to process the appropriate claims with the Ohio Bureau Workers' Compensation. After approval of the injury leave by the City, the City will issue a check to the employee each pay period equivalent to the employee's base wage for a pay period.

Section 25.4. The Chief of Police has the right to review the employee's physical and mental status each thirty (30) days of absence in order to determine the member's ability to return to work. In the event of a difference of opinion as to the employee's mental or physical status between the employee's physician and the City's physician, the issue shall be submitted to a third physician specializing in occupational medicine, whose decision regarding the ability of the employee to perform his regular duties shall be final and binding on both parties. The services of the third

physician shall be paid by the City. If the employee and the City are unable to agree upon such third physician, both the City's physician and the employee's physician shall together select such third physician.

Section 25.5. For the purposes of this Article, an injury is defined as a traumatic damage to the body or resulting psychological distress resulting in an inability to perform the essential functions of their position.

ARTICLE 26
FUNERAL LEAVE/BEREAVEMENT LEAVE

Section 26.1. If a death occurs among members of an employee's immediate family as defined in Article 24 of this Agreement, the employee shall be granted three (3) days paid funeral leave/bereavement leave without loss of pay, benefits, days off, holidays or vacation time. Funeral leave may be extended at the discretion of the Chief of Police, based on individual circumstances. Any granted extension of funeral leave/bereavement leave beyond the original three (3) paid days shall be charged to the employee's sick leave.

ARTICLE 27
LEAVES OF ABSENCE

Section 27.1. Leaves Without Pay Employees may be granted the following types of unpaid leaves of absence:

A. Disability Leave. A physically or mentally incapacitated employee who has completed his probationary period may request a disability leave. A disability leave for a period not to exceed six (6) months may be granted when the disability continues beyond accumulated sick leave rights, provided the employee furnishes satisfactory medical proof of such disability along with his written request; and is:

1. Hospitalized or institutionalized;

2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or

3. Declared incapacitated for the performance of the duties of his position by a licensed physician designated by the Employer and the employee selected from a list of three (3) licensed physicians prepared by the Employer. It is the employee's responsibility to request a disability leave since such leave is not granted automatically when the employee's sick leave has expired.

When an employee is ready to return to work, he shall furnish a statement by a physician releasing the employee as able to return to work.

B. Employer Required Disability Leave. The Employer may require an employee to be examined by a licensed physician designated by the Employer and the employee per paragraph (a) above, at the Employer's expense. An employee found to be unable to physically or mentally perform the substantial duties of his position by such physician shall be placed on Disability Leave as described in paragraph (A) above.

C. Leave of Absence. The Employer may grant a leave of absence to any employee for a duration of up to six (6) months for any personal reasons of the employee. Such a leave may not be renewed or extended except for educational purposes.

1. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.

2. The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, employees will advise the Employer sixty (60) days prior to commencement of the desired leave so that the various agency functions may proceed properly.

3. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists.

4. An employee may return to work before the scheduled expiration of leave as requested by the employee and agreed to by the Employer. If an employee fails to return to work at the expiration of an approved leave of absence, such employee, absent extenuating circumstances, shall be removed from his position and shall not receive seniority time for the period of the leave.

5. No benefits shall accrue or be paid during any unpaid leave of absence.

D. Family and Medical Leave. Pursuant to the Family and Medical Leave Act of 1993, FMLA leave may be granted to an employee who has been employed for at least twelve (12) months by the City and who has provided at least 1,250 hours of service during the twelve (12) months before the leave is requested. Eligible employees shall be entitled to a total of twelve (12) workweeks of leave during a rolling twelve (12) month period measured backward from the date on which an employee uses FMLA leave. Such leave may be granted for the following reasons:

1. Because of the birth of a child or placement for adoption or foster care of a child;

2. In order to care for the spouse, son, daughter, parent, or one who stood in place of a parent of the employee, if such spouse, son, daughter, parent, or "in loco parentis" has a serious health condition;

3. Because of a serious health condition that makes the employee unable to perform his employment functions.

The period of FMLA leave shall include any period of sick leave, vacation, other paid leave, or unpaid leave of absence taken due to the above qualifying events.

The employee must provide the Employer with thirty (30) days advance notice of the leave, or such notice as is practicable, if thirty (30) days notice is not possible. The employee must provide the Employer with certification of the condition from a health care provider. The Employer, at Employer expense, may require a second opinion on the validity of the certification.

Should a conflict arise between health care providers, a third and binding opinion, at Employer expense will be sought. An employee seeking FMLA leave must first use paid sick time (if applicable), vacation time, and any other paid time off (except compensatory time) before going on unpaid leave. The total amount of family leave paid and unpaid will not exceed a total of twelve (12) weeks. In any case in which a husband and wife entitled to family leave are both employed by

the Employer, the aggregate number of workweeks of leave to which both may be entitled may be limited to twelve (12) weeks during any twelve (12) month period if such leave is taken because of the birth of a child or placement for adoption or foster care of a child. The employee will be responsible for his share of the health insurance cost during unpaid leave. If the employee does not return from the leave, he is responsible for the total insurance premium paid by the City. The City, as its sole discretion, may waive the insurance premium repayment.

Any eligible employee granted a FMLA leave shall be entitled, on return from such leave, to be restored to the position held by the 'employee when the leave commenced or a similar position of equivalent pay and benefits. In those situations where the Employer is permitted to require a physician's certification before granting a FMLA leave, the Employer may require that a health care provider certify that the employee is sufficiently recovered to return to work and perform the essential functions of the employee's position before reinstating the employee. Should the Employer require such certification, the Employer shall make its request for the certification at least fifteen (15) calendar days prior to the expected return of the employee.

It is intended that this Article comply with the Family and Medical Leave Act of 1993 and the Employer may promulgate policies in furtherance of the Family and Medical Leave Act that are not inconsistent with this Agreement.

Section 27.2. The Employer agrees to comply with State and Federal laws governing paid court and military leaves.

ARTICLE 28
SUBSTANCE TESTING

Alcoholism, drug addiction, or drug abuse (the abuse of a legal drug) are recognized by the parties as interfering with the Department's services and as posing a danger to the public's health and safety. The Employer has the right to insist on an alcohol and drug-free environment. The parties agree to cooperate in encouraging employees afflicted with alcoholism, drug addiction, or drug abuse to undergo a coordinated rehabilitation program.

The Chief or the City Manager may order any employee of the Department to undergo a screening test whenever there is reasonable suspicion to believe an employee has used or is under the influence of illicit drugs, controlled substances, or an abuse of legal substances, or if the employee is under the influence of alcohol while on duty.

Reasonable suspicion must be based upon specific facts and reasonable inferences drawn from those facts, including, but not limited to:

A. Observable phenomena, such as direct observations of the physical symptoms of being under the influence;

B. A pattern of unusual conduct or inconsistent behavior, including excessive leave patterns, compared to other employees in the Department;

C. Arrest or conviction for a drug or alcohol-related offense, including abuse of legal substances, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;

D. Evidence that an employee has tampered with a previous drug test;

E. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

If the screening test is positive, indicating the employee has used illicit drugs, controlled substances, or abused legal drugs, or is under the influence of alcohol on duty, the Chief may order the employee to undergo a confirmatory test. A positive result from an alcohol test means a level of impairment, .02 percent, as outlined under O.R.C. 4511.19(B). The City may also suspend the employee without a loss of pay before the time the confirmatory test result in complete.

A confirmatory test shall be made by a medical professional or institution qualified to administer such a test in accordance with Department of Health and Human Services (DHHS) procedures or equivalent guidelines.

If the screening test and confirmatory test are positive, the Chief may discipline the employee up to and including discharge.

An employee who notifies the Chief after the screening test that he is an alcoholic or drug addict may not be allowed to participate in a rehabilitation program or detoxification program, but shall be subject to appropriate discipline up to and including discharge.

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

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

The Employer shall pay for drug and alcohol screening and confirmatory tests.

ARTICLE 29
EQUIPMENT/CLOTHING

Section 29.1. The Employer will provide all uniforms and accessories at no cost to the employee.

Section 29.2. The Employer will provide all safety equipment including ballistic vests, and shall replace or update said items as necessary or according to manufacturer's specifications. The employer may require employees to use or wear items purchased under this Article. Said items shall fit properly, shall be in good order and free from defects.

Section 29.3. The Employer will replace worn uniform items or equipment, as necessary, and without delay and shall provide dry cleaning at the City's expense if required.

ARTICLE 30
EQUIPMENT REPLACEMENT

Section 30.1. Employees who damage or lose issued equipment or personal property in the line of duty should apply in writing to their immediate supervisor for reimbursement or replacement. The immediate supervisor will investigate the request and turn in an evaluation to the Chief. The Chief will then decide if a requisition or reimbursement shall be made. Each situation will be judged on a case-by-case basis, but replacement or reimbursement shall not be unreasonably denied. If the employee follows this procedure, the Chief will decide the matter and requisition a replacement of comparable value or repair (if the decision is favorable) as soon as possible but in no case later than thirty (30) days of the application. The Chiefs decision shall not be subject to the grievance procedure contained herein.

ARTICLE 31
VOLUNTARY TRAINING AND SAFETY

Section 31.3. All employees will attend training sessions necessary to maintain and improve skills as mutually agreed to by the Chief of Police or his authorized designee. Article 32 will not apply to a voluntary training session or conference as defined in this Article.

Section 31.2. An officer may request authorization from the Chief of Police to attend a training session that is not required, but is optional or voluntary. If an officer is authorized to attend a voluntary training session or conference, the City may, at the discretion of the Chief of Police or his designee, pay for some or all of the cost of attending this training session or conference. If an officer is authorized to use his own vehicle to attend the training session, the City shall reimburse the officer for mileage, pursuant to the current IRS rate, if the location is beyond a reasonable commuting distance of fifty (50) miles from the City.

Section 31.3. The City agrees to maintain safe and healthy working conditions in all facilities, vehicles and equipment furnished by the City to carry out the duties of each bargaining unit position, but reserves the right to determine what those facilities, vehicles and equipment shall be. The FOP/OLC agrees to work cooperatively in maintaining safety in the Department.

Section 31.4. The City agrees to discuss safety conditions and practices with the employees and the employees are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for facilities, vehicles, supplies and equipment provided by the City.

ARTICLE 32
MANDATORY TRAINING

Section 32.1. All employees will attend training sessions necessary to maintain and improve skills as required by the Chief of Police unless otherwise excused by the Chief of Police or his designee.

Section 32.2. Off-duty time spent in required training or instruction connected to the officer's regularly scheduled hours shall be paid at the rate of one and one-half (1-1/2) times the employee's normal rate of pay for actual hours the employee is involved in the training or instruction. Training or instruction disconnected from an employee's normal work schedule shall be treated as call-in time in accordance with Article 18. An employee may be granted compensatory time off in lieu of pay under this section at a rate of one and one-half (1-1/2) hours off for every hour worked consistent with prior provisions of this Agreement.

Section 32.3. When possible, checks for expenses maybe drawn in advance of the actual attendance at a conference, training session, or other official authorized City business. The rate of expenses in advance shall be as follows:

A. Transportation. Current IRS rate at the time for use of personal vehicle or the actual cost of the ticket, if commercial transportation is used. City vehicles shall be used when feasible and approved. When a City vehicle is used, the employee shall obtain authorization from his supervisor.

B. Meals. Meals required to be purchased by the employee because of official business shall be advanced at rates not to exceed:

Breakfast - $10.00 Lunch - $20.00 Dinner - $30.00

C. Lodging. If official City business requires the employee to stay overnight away from the City, advance payment for lodging shall be the actual cost up to $175.00 per night.

D. Travel Time. Reasonable travel time to and from out of town training or schools shall be counted as hours worked to the extent that it exceeds a reasonable commute. For purposes of this Article, reasonable commute is more than twenty (20) miles one way. Should the City provide overnight accommodations only one (1) round trip may be compensated.

E. Miscellaneous. If the official City business requires the employee to be away from the City, $ 10.00 per day will be reimbursed by the City in addition to the expenses listed above in this paragraph to cover miscellaneous expenses.

Section 32.4. Either reimbursement or advance payment shall be reviewed by the Chief and a positive recommendation is necessary before the City Manager can approve the voucher. An employee is entitled to be reimbursed for reasonable actual expenses whether or not an advance payment is made. Receipts for expenditures shall be presented with the voucher so as to accurately determine the actual amount of expenditures.

Section 32.5. This Article does not apply to FOP/OLC business. Expenses related to FOP/OLC business are not chargeable to or reimbursable by the City.

ARTICLE 33
EMERGENCY MEAL ALLOWANCE

Section 33.1. The City will either furnish meals or reimburse employees for meals, provided the employees work in excess of twelve (12) consecutive hours. Reimbursement will not be paid for an employee's regular lunch period. Maximum reimbursement for meals under this Section shall be $6.00 per meal. Whenever practicable and while on City time, employees shall be given a period of thirty (30) minutes in accordance with scheduling requirements for the purpose of eating during each of the above periods. This Section is intended to apply to situations where employees are unexpectedly called for duty because of unforeseeable circumstances or emergencies and shall not apply to double shifts within any days as the result of shift rotation or trading of days.

ARTICLE 34
COMMUNICABLE DISEASES

Section 34.1. The Employer recognizes its obligation to be responsive to the employee's needs regarding communicable diseases. Detailed policy and procedures shall continue to be in place regarding proactive preventative measures. This policy and procedure shall be issued to each bargaining unit member. It shall discuss and describe treatment of citizens and the precautions which should be practiced for one's self protection. Said policy and procedures shall be updated as often as new information is made available.

Section 34.2. The Employer shall issue members all equipment and supplies necessary to reasonably protect the member from contracting communicable diseases within the work environment. The Employer also recognizes the possibility of an employee contracting terminal illness regardless of precautionary measures taken. The Employer agrees to cooperate with members with terminal illness seeking to utilize the pension system disability program and/or retirement system that provide viable options for that affected employee.

ARTICLE 35
TUITION REIMBURSEMENT

Section 35.1 Reimbursement Program

Each full-time employee who is subject to the provisions of this Agreement will be eligible for a reimbursement of all tuition in courses of instruction voluntarily undertaken by him and subject to the following conditions:

A. All courses must be job related and approved by the Employer. All courses must be taken during non-scheduled working hours. All scheduled hours for courses of instruction must be filed with the employee's immediate supervisor and with the City Manager's office. All scheduled times of courses must be approved by the Chief and/or City Manager. Any situation, which in the discretion of the Chief would require a member's presence on the job shall take complete and final precedence over any times scheduled for courses.

B. Any financial assistance from any governmental or private agency available to an employee, whether or not applied for and regardless of when such assistance may have been received shall be deducted in the entire amount from the tuition reimbursement the employee is eligible for under this Section.

C. The City Manager shall create and maintain a current list of approved institutions for which reimbursements for tuition may be made under this Section. Only those institutions listed by the City Manager shall establish eligibility of the employee to receive reimbursement for tuition. The FOP/OLC may submit recommendations of schools. Applications for approval of institutions and courses must be made no later than thirty (30) days prior to enrollment.

D. No reimbursement will be granted for books, papers, supplies of whatever nature, transportation, meals or any other expense connected with any course except the cost of tuition.

E. Reimbursement for tuition will be made when the Employee presents an official certification, or its equivalent, and a receipt of payment from the institution confirming satisfactory completion of the approved course.

F. Reimbursement of tuition will be at ninety percent (90%) if the employee has:

1. A grade of "C " or better, ("B " or better in a graduate level course.);

2. A passing grade in a pass/fail course;

3. In a "Test Out" course either number I or number 2 shall apply.

G. After receiving tuition reimbursement, Employees will be expected to repay the City in the following manner if they voluntarily leave the employment of the City.

Persons working on a Post Graduate/Masters Degree will reimburse the City if they leave within three (3) years after receiving reimbursement.

Persons working on a Bachelors Degree will reimburse the City if they leave within two (2) years after receiving reimbursement.

Persons working on an Associates Degree will reimburse the City if they leave within one (1) year after receiving reimbursement.

H. These regulations do not apply to training which is taken at the specific direction of management and for which the City pays the full cost of tuition and other expenses.

ARTICLE 36
STRIKES AND LOCKOUTS

Section 36.1. The City agrees that so long as this Agreement is in effect there shall be no lockouts. The FOP/OLC, its members, officers, agents and officers covered by this Agreement agree that there shall be no strikes, sit-downs, boycott or interruption of work or interference with public services for any cause whatsoever.

ARTICLE 37
RETIREMENT

Section 37.1. Employees approaching retirement shall be presented with the badge worn during service to the community, department patch, service decorations and name plate suitably encased for presentation. The expense of encasing such items shall be the responsibility of the Employer.

Section 37.2. Retired employees shall be permitted to retain their department credentials. The Employer may exercise the option to stamp said credential with the term "Retired."

Section 37.3. Retired employees may retain one complete set of the department's formal uniform with all accessories.

Section 37.4. Employees within twelve (12) months of retirement shall be allotted one (1) workday at department expense to travel to the Police and Fire Pension System and correlate any retirement related affairs.

ARTICLE 38
SCOPE OF BARGAINING

Section 38.1. The City agrees that conditions of employment relating to wages, hours of work and working conditions not expressly covered by this Agreement which are mandatory subjects of bargaining as defined by law may not be changed unless the FOP is first given notice of the proposed change and an opportunity to bargain regarding the decision and/or effects of the decision on bargaining unit employees as that bargaining obligation is defined by law.

ARTICLE 39
COPIES OF AGREEMENT

Section 39.1. The FOP/OLC will provide each covered employee, at no cost to the employee, a copy of this Agreement.

ARTICLE 40
DURATION

Section 40.1. This Agreement shall be effective as of August 1, 2011, and shall remain in full force and effect until midnight July 31, 2014.

Section 40.2. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date of this Agreement, and no later than sixty (60) calendar days prior to the expiration date of this Agreement.

ARTICLE 41
PROMOTIONAL STANDARDS FOR SERGEANTS

Section 41.1. All current bargaining unit members holding the rank of Patrol Officer applying for promotional consideration to the rank of Sergeant will be required to meet the following criteria. All dates refer to the date of the promotional test. Promotional testing procedures are detailed in the City of Bellbrook Police Department's General Orders.

Section 41.2. All such applicants must:

A. Have completed five years of full-time service as a Patrol Officer;

B. Have actively served as a Field Training Officer for the City of Bellbrook within the last three years;

C. Have not been subject to any disciplinary suspensions for the last three years while employed with the City of Bellbrook;

D. Be current in all training and certifications; and

E. Have received positive evaluations for the last three years while employed with the City of Bellbrook.

Section 41.3. The Employer shall, in its sole discretion, determine if an applicant is qualified to sit for the Sergeant's test in light of the foregoing criteria. The Employer's judgment in that regard shall be final.

Section 41.4. Any or all of the foregoing may be waived by the Employer, in its sole discretion, if the applicant pool contains two or fewer Patrol Officers.

Section 41.5. Nothing in this Article shall limit the Employer's rights under Article 6 and 15 to hire new employees.

ARTICLE 42
MERGER OF SERVICES

Section 42.1. Should a merger of services occur with the City of Bellbrook and any other Government entity and the City becomes the jurisdiction of name either by retaining the name of "The City of Bellbrook" or by changing it's name, all existing employees of The Bellbrook Police Department shall retain their jobs and benefits under the current agreement without being required to reapply for those positions.

ADDENDUM "A"

PAY SCALES

8/1/11 - 7/31/12: - 2 % increase

	OFFICERS WAGES	*DISPATCHERS WAGES*	*SERGEANTS WAGES*
STEP			
1	$22.46	$16.70	$25.12
2	$23.75	$17.76	$26.28
3	$25.01	$18.84	$27.54
4	$26.31	$19.90	$28.77
5	$27.59	$20.95	$30.20
6	$28.92	$22.04	$31.74
7	$30.22	$23.16	$33.28
8			$34.69

8/1/12 - 7/31/13: 1 % increase

	OFFICERS WAGES	*DISPATCHERS WAGES*	*SERGEANTS WAGES*
STEP			
1	$22.68	$16.87	$25.37
2	$23.99	$17.94	$26.54
3	$25.26	$19.03	$27.82
4	$26.57	$20.10	$29.06
5	$27.87	$21.16	$30.50
6	$29.21	$22.26	$32.06
7	$30.52	$23.39	$33.61
8			$35.04

Bellbrook 8-1-11 – 7-31-14
8/1/13 – 7-31-14: - 2 % increase

	OFFICERS WAGES	***DISPATCHERS WAGES***	***SERGEANTS WAGES***
STEP			
1	$23.13	$17.21	$25.88
2	$24.47	$18.30	$27.07
3	$25.77	$19.41	$28.38
4	$27.10	$20.50	$29.64
5	$28.43	$21.58	$31.11
6	$29.79	$22.71	$32.70
7	$31.13	$23.86	$34.28
8			$35.74

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorization representative

This 15th day of March, 2011.

FOR THE CITY OF BELLBROOK:

FOR THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.:

FOP/OLC, STAFF REPRESENTATIVE

NEGOTIATING COMMITTEE

NEGOTIATING COMMITTEE

NEGOTIATING COMMITTEE