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AGREEMENT BY AND BETWEEN

THE CITY OF WILMINGTON

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

January 1, 2010

to

December 31, 2012

51

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PREAMBLE

This Agreement, entered into by the City of Wilmington, Ohio, hereinafter referred to as the "Employer", and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "FOP", has as its purpose the following:

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

ARTICLE 1 – FOP RECOGNITION

Section 1.1. The Employer recognizes the FOP as the sole and exclusive representative for those employees included in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed by the Employer in the classification of Patrol Officer and as certified by the Ohio State Employment Relations Board in Case Number 85-RC-12-4850, on May 7, 1986.

Section 1.2. All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

ARTICLE 2 – MANAGEMENT RIGHTS

Section 2.1. The Employer possesses sole right to operate the Department and all management rights reposed in it. The Employer's exclusive rights shall include, but shall not be limited to the following, except as limited by the terms and conditions set forth in this Agreement:

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

B. Direct, supervise, evaluate, and/or hire employees;

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

D. Determine the overall methods, process, means or personnel by which operations are to be conducted;

E. Suspend, discipline, demote, or discharge for just cause; or layoff, transfer, assign, schedule, promote, or retain employees;

F. Determine the adequacy of the work force;

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

H. Effectively manage the work force;

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

Section 2.2. The FOP recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the function of the Employer.

ARTICLE 3 – NON-DISCRIMINATION

Section 3.1. Neither the Employer nor the FOP shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, handicap, or national origin. The Employer, however, reserves the right to establish bona fide occupational qualifications, which all employees and prospective employees must satisfy as a term or condition of employment.

Section 3.2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 4 - FOP SECURITY

Section 4.1. The Employer agrees to deduct FOP membership dues in accordance with this Article for all employees of the bargaining unit upon the successful completion of their individual probationary periods.

Section 4.2. The Employer agrees to deduct regular FOP membership dues once each month from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. A signed payroll deduction form as provided by the Employer must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct FOP dues from the payroll check for the next pay period following the pay period in which the authorization was received by the Employer.

Section 4.3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of FOP dues. The FOP hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the FOP, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP.

Section 4.4. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization in accordance with the terms of this Agreement; or (6) resignation by the employee from the FOP.

Section 4.5. The Employer shall not be obligated to make dues deductions from any employee who, during any dues payment period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of FOP dues.

Section 4.6. The rate at which dues are to be deducted shall be certified to the Employer by the treasurer of the FOP during January of each year. One (1) month advance notice must be given to the payroll clerk prior to making any changes in an individual's dues deductions.

Section 4.7. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

ARTICLE 5 – FOP REPRESENTATION

Section 5.1. Representative(s) of the FOP shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the FOP Representative shall identify himself to the Employer or the Employer's designated representative.

Section 5.2. The Employer shall recognize employees designated by the FOP to act as FOP representatives for the purposes of representation as outlined under this Agreement.

Section 5.3. The FOP shall provide to the Employer an Official Roster of its officers and FOP Representatives which is to be kept current at all times and shall include the following:

A. Name

B. Address

C. Home telephone number

D. Immediate Supervisor's name and phone number

E. FOP office held

No employee shall be recognized by the Employer as a FOP representative until the FOP has presented the Employer with written certification of that person's selection.

Section 5.4. Rules governing the activity of FOP representatives are as follows:

A. The FOP agrees that no official of the FOP, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The FOP further agrees not to conduct FOP business during working hours except to the extent specifically authorized herein.

B. The FOP Representatives shall not enter any work areas of the Employer without obtaining permission of the Employer or the designated representative of the Employer, and shall not conduct FOP activities in any work area(s) without notifying the supervisor(s) in charge of that area(s) of the nature of the FOP activity.

Section 5.5. The FOP shall be permitted, upon prior written request to the Employer or his designee, to place a ballot box in the Employer's facility to collect ballots on FOP issues subject to ballot. Ballot boxes may not be placed in the Employer's facility in excess of twenty one (21) days per calendar year without written permission of the Employer or his designee. Ballot boxes and

their content are the property of the FOP, and shall not be subject to review by the Employer or non-bargaining unit staff. The Employer shall bear no responsibility for any ballot boxes placed within the Employer's facility.

ARTICLE 6 – BULLETIN BOARDS

Section 6.1. The Employer agrees to provide space for the FOP bulletin board in an agreed upon area of the Employer's facilities.

Section 6.2. All FOP notices of any kind posted on the bulletin boards shall be signed, posted or removed by an FOP representative. It is understood that no material may be posted on the FOP bulletin board at any time which contains the following:

A. Personal attacks on any other member or any other employee;

B. Scandalous, scurrilous or derogatory attacks upon the Employer, or any other governmental units or officials;

C. Attacks on and/or favorable comments regarding a candidate for public office.

Section 6.3. No FOP related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the FOP bulletin board.

Section 6.4. Upon the request of the Employer or his designee, the FOP shall cause the immediate removal of any material posted in violation of this Article.

Section 6.5. The same FOP bulletin board shall be used by all FOP bargaining units.

Section 6.6. All items posted on the bulletin board shall be initialed by the person who posts the item.

ARTICLE 7 – LABOR/MANAGEMENT MEETINGS

Section 7.1. In the interest of sound labor/management relations, unless mutually agreed otherwise, twice each year on a mutually agreeable day and time, the Employer and/or his designee shall meet with not more than three (3) representatives of the bargaining unit to discuss pending problems and to promote a more harmonious labor/management relationship.

Section 7.2. An agenda will be furnished by the party requesting the meeting at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meetings. If the FOP requests the meeting, the names of the FOP representatives who will be in

attendance will be provided to the Employer along with such list. The purpose of such meeting shall be to:

A. Discuss the administration of this Agreement.

B. Notify the FOP of changes made by the Employer which affect bargaining unit members of the FOP.

C. Discuss grievances which have not been processed beyond the final step of the grievance procedure.

D. Disseminate general information of interest to the parties.

E. Discuss ways to increase productivity and improve efficiency.

F. To consider and discuss health and safety matters relating to employees.

Section 7.3. It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

ARTICLE 8 – WORK RULES-GENERAL ORDERS

Section 8.1. The Employer agrees that all work rules and general orders shall be applied uniformly within the group or groups of employees to whom such work rules and/or general orders are directed.

Section 8.2. Any additions or amendments to departmental directives shall be reduced to writing, posted, and signed by all employees to acknowledge awareness of the addition or amendment within five (5) working days of the posting. Any employee on leave of absence, sick leave or vacation shall be required to sign the acknowledgment within three (3) working days upon return to work. This Article does not limit the right of the Employer to implement any work rules and/or general orders prior to the conclusion of the acknowledgment period.

Section 8.3. One (1) copy of the City of Wilmington Personnel Policy and Procedure Manual shall be provided to the chairman of the FOP grievance committee. Copies of any additions to said manual will also be provided.

ARTICLE 9 – HEALTH AND SAFETY

Section 9.1. It is agreed that the health and safety of the work force is a prime concern and responsibility of both parties. Therefore, the Employer accepts its responsibility to provide safe

working conditions, equipment and working methods for its employees. The employees accept the responsibility to follow all safety rules and safe working methods of the Employer.

Section 9.2. All alleged unsafe working conditions or health hazards must be reported to the immediate supervisor as soon as such alleged conditions or hazards are known. The immediate supervisor shall investigate the condition as promptly as warranted and determine whether such condition does in fact present a significant threat to the safety or health of the employee(s) involved and, if necessary, initiate appropriate corrective action.

Section 9.3. In the event that a bargaining unit member is confronted with working conditions which the member reasonably believes present an imminent danger of death or serious harm, he may employ the provisions of the Public Employment Risk Reduction Act. This provision applies only in the case of working conditions which normally exist for, or reasonably might be expected to occur, in the law enforcement profession.

Section 9.4. An employee who utilizes this Article with intent to violate the purpose of this Article may be subject to discipline.

Section 9.5. Fitness Program.

1. Overview. The Employer and the FOP hereby establish a Fitness Program as follows:

2. Goal. The Fitness Program is intended to encourage members of the Employer's Police Department ("Members") to adopt and maintain healthier lifestyles and achieve and maintain higher levels of physical fitness. The Employer will facilitate this goal by holding fitness tests twice a year for non-probationary employees, as well as separate fitness tests for probationary employees.

3. Newly Hired Employees. Employees hired on or after the effective date of this collective bargaining agreement must undergo the Employer's physical fitness test upon employment or as soon thereafter as the Employer deems practical. Such employees must achieve the 50th percentile level on the Cooper Scale Single Fitness Norms (the Cooper Scale is explained in a document attached to this Agreement) when they take a fitness test and must maintain that level in physical fitness testing while serving their new hire probationary period. Probationary employees who fail to achieve the 50th percentile on the Cooper Scale Single Fitness Norms may be terminated or subject to other discipline, in the Employer's discretion.

Non-probationary employees hired on or after the effective date of this collective bargaining agreement are strongly encouraged to undergo physical fitness testing twice a year. When such an employee takes a fitness test directed by the Employer under this Article and achieves a level of the 60th percentile on the Cooper Scale Single Fitness Norms, the employee is entitled to a Fitness Incentive Payment, as specified in Section 9.5.5 below.

4. Existing Employees. Non-probationary employees who were hired prior to the effective date of this collective bargaining agreement may choose to participate in the fitness testing given by the Employer twice a year. Such employees who participate in the testing and who achieve a

level of the 60th percentile on the Cooper Scale Single Fitness Norms are entitled to a Fitness Incentive Payment, as specified in Section 9.5.5 below. Non-probationary employees who were hired prior to the effective date of this collective bargaining agreement and who participate in the testing, but fail to achieve the 50th percentile level on the Cooper Scale Single Fitness Norms, must prepare and submit an improvement plan to the fitness coordinator who will be appointed by the Chief. The fitness coordinator will be responsible for assisting members to increase their fitness level.

5. Fitness Incentive Payment. Non-probationary employees will receive a payment of three hundred dollars ($300.00) after successfully completing each of the two (2) physical fitness tests per year. For purposes of the Fitness Incentive Payment, an employee successfully completes a test by meeting or exceeding the 60th percentile level on the Cooper Scale Single Fitness Norms. Thus, a non-probationary employee who meets or exceeds the 60th percentile level on the Cooper Scale Single Fitness Norms on both of the physical fitness tests held in a year will earn an additional six hundred dollars ($600.00) in that year.

6. Impact on Assignments. The Chief of Police may consider failure to meet the fitness test standards in determining eligibility for elective training programs, assignments to the Detective Bureau, or other voluntary assignments. The Chief of Police agrees that a member's choice not to participate in the fitness program will in no way impact their eligibility for assignments.

7. Annual Physical. All employees are required to receive an annual health examination, conducted by a health care provider of the Employer's choosing. This examination shall include both a general health screening and a fitness for duty examination and will be paid for by the Employer. An employee may elect to have a health care provider of his/her choosing perform the physical, but in that situation, the employee will be responsible for any costs of the physical that exceed applicable medical insurance coverage.

7.1. Given that fitness for duty includes both physical and mental health, for the purposes of this Article, "health care provider" includes, but is not limited to, both physical and mental health professionals.

7.2. The Employer will attempt to schedule physicals during employees' regular work hours. Nevertheless, such time shall be treated and compensated as required regular duty and will not be paid as overtime, regardless of when it is scheduled.

7.3. The annual health and fitness for duty examination will include, any test that the examining health care professional determines to be necessary to assess the employee's ability to perform the essential functions of his or her position. Professional consultation and educational material will be available to each member during this screening.

7.4. The chosen health care provider will be given a copy of the employee's current position description for reference during the physical. Unless the parties agree, through a Memorandum of Understanding, to use a different position description, the description to be used for the physical is the version attached to this agreement as Appendix B.

However, the Employer retains the right to change the position description for all other purposes.

After completing the physical, the chosen provider(s) will certify whether or not the employee is capable of performing all of the essential functions of the position. If the employee's chosen provider deems the employee is unable to perform any of the essential functions of the position, he/she will inform the Employer of this assessment and will inform the employee of the needed accommodation, if any, to request from the Employer in order to continue employment. In the event that the health care provider chosen by the Employer determines an employee is unable to perform the essential functions of his/her position, the Employer may, if applicable, implement appropriate action for cause under Article 10 of this Agreement. Regardless of whether the health and fitness for duty examination is conducted by an employee's chosen provider or an Employer's chosen provider, the employee will authorize, in writing (if requested by the provider), the release of the fitness assessment to the Employer.

7.5. Notwithstanding these scheduled annual examinations, the Employer reserves the right to send any employee to a health care provider for a fitness for duty examination at any other time if the Employer has probable cause to believe that such an examination is needed. For example, the Employer receives notice from the employee's chosen provider that he/she is unable to perform the essential functions of his/her position.

8. Fitness Standards. All scored fitness categories will be evaluated at the 60th percentile for the Cooper Scale Single Fitness Norms.

9. Fitness Testing. Fitness testing shall be administered by fitness coordinators and shall be conducted twice a year. The specific dates will be determined by the Chief in conjunction with the fitness coordinators.

9.1. The Employer expects to conduct fitness testing within its city limits.

9.2. The Employer will attempt to schedule fitness testing during Members' regular work hours. Fitness testing shall be treated and compensated as required duty.

9.3. Tests will consist of: A 1.5-mile run or equivalent (treadmill or bike), 1 bench press repetition (max) on a free weight system or push-ups to maximum, 1 leg press repetition (max) on a universal weight system or the vertical jump, sit-ups for 1 minute.

9.4. Members' work out time is not required duty and will not be compensated.

10. Fitness Coordinators. The Chief will appoint one or more Members to be "Fitness Coordinators." Fitness Coordinators shall be chosen from Members who volunteer for the role.

10.1. There shall be no additional compensation for service as a Fitness Coordinator.

10.2. All fitness Coordinators shall complete the Fitness Specialist class at the Ohio Peace Officer Training Academy. All training fees shall be paid by the Employer.

11. Fitness Statement. No Member may participate in the physical fitness program unless he/she signs a statement confirming the Member has no known medical or other condition which would restrict his/her participation in the physical fitness program.

12. Recognition of Participants in the Incentive Program. Members who participate in the physical fitness program shall be recognized as follows:

12.1. Members who successfully meet the 60th percentile physical fitness standards at least once during a calendar year will be awarded and authorized to wear a physical fitness award ribbon.

12.2. Members who have successfully completed their probationary periods and who thereafter successfully meet the 60th percentile physical fitness standard on one of the fitness tests held under this provision shall be awarded a Fitness Incentive Payment as described above in Section 9.5.5 of this Article.

12.3. Members who participate in the physical fitness program, but fail to meet the 60th percentile standards during a year, will be awarded a Certificate of Participation.

13. Temporary or Permanent Condition Preventing Participation in Testing. Employees can be excused from taking a physical fitness test called for under this Article if they have, and provide documentation from their physician confirming that they have, a temporary medical condition that would prevent the employee from participating in the testing. In such an event, the Employer will postpone the test for a defined period of time.

The Employer recognizes that employees with disabilities who can perform the essential functions of their job with or without reasonable accommodation may also experience difficulty in participating in the fitness tests called for under this Article. The Employer may amend the fitness test in appropriate ways to accommodate the condition of disabled employees.

ARTICLE 10 – DISCIPLINE

Section 10.1. The tenure of every bargaining unit employee of the City of Wilmington Police Department shall be during good behavior and efficient service. No employee shall be reduced in pay or position, suspended, discharged, transferred or removed except for grounds stated in this Agreement. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. The Employer may take this type of action for infractions by the employee while the employee is on duty, working under the colors of the Employer, or off-duty representing himself as an employee of the Police Department. The employee may not be disciplined for actions on his own personal time that do not reflect directly on the Police Department or the City of

Wilmington, or do not violate any State or Federal statutory provision. Forms of disciplinary action are:

A. Verbal warning (record of instruction and cautioning)

B. Written reprimand

C. Suspension without pay

D. Reduction in classification

E. Discharge from employment

Section 10.2. Except in instances where an employee is charged with a serious offense, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct. The form of disciplinary action implemented and the severity of the disciplinary action implemented shall be based on the specific circumstances of each infraction.

Section 10.3. Anytime the Employer or any of his authorized representatives has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 10.4. Whenever the Employer or his designee determines that an employee may be disciplined for cause (including only suspensions, reductions or terminations), a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct. Predisciplinary conferences shall be held within a reasonable time following discovery of the alleged misconduct.

Section 10.5. The Employer shall select the person to hear the employee's explanation of the charges.

Section 10.6. Not less than two (2) working days prior to the scheduled starting time of the conference, the Employer will provide to the employee a written outline of the charges which may be the basis for disciplinary action. The employee must choose to: (1) appear at the conference to present an oral or written statement in his defense or (2) appear at the conference and have a chosen representative present an oral or written statement in defense of the employee; or (3) elect in writing to waive the opportunity to have a pre-disciplinary conference. If the employee fails to appear at the scheduled pre-disciplinary conference, it will be assumed that he has elected to waive his right to such conference, unless such non-appearance is reasonably caused by circumstances beyond the employee's control.

Section 10.7. At the pre-disciplinary conference, the supervisor in charge of the conference will ask the employee or his representative to respond to the allegations of misconduct which were outlined to the employee. Failure to respond or respond truthfully may result in further disciplinary action.

Section 10.8. At the conference, the employee may present any testimony, witnesses, or documents which explain whether or not the alleged conduct occurred. The employee shall provide a list of witnesses to the neutral as far in advance as possible, but not later than four (4) hours prior to the pre-disciplinary conference. It is the employee's responsibility to notify witnesses that their attendance is desired. The employee or his representative will be provided copies of all statements and charges and any evidence or witness statements obtained by the City for use in the Arbitration against the member. Any additional material obtained by the City after this time must be provided to the employee at least 72 hours in advance of any Arbitration proceeding. Newly discovered evidence may be considered by an Arbitrator upon a proper showing of no surprise or prejudice.

Section 10.9. If after the conclusion of the conference, the Employer decides that the employee is to be disciplined, before such discipline is imposed, a written notice will be given to the employee containing the nature of the offense and a summary of the facts supporting the allegations. Such notice will be given within a reasonable length of time following the conclusion of the conference. Grievance time limits will commence from the date of receipt of such notice by the employee.

Section 10.10. If it is determined that discipline shall be administered to an employee, who is on a vacation leave, personal day leave, or other scheduled leave, the City shall consider all facts and circumstances surrounding the offense which, the employee has been determined to have committed, and barring reasonable cause to suspend the employees leave, said discipline shall be administered upon completion of that leave.

ARTICLE 11 – GRIEVANCE PROCEDURE

Section 11.1. The term "grievance" shall mean an allegation by a bargaining unit employee or the Employer that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to affect changes in the Articles of this Agreement nor those matters which are controlled by the provisions of Federal and/or State Laws and/or by the Constitutions of the United States and/or the State of Ohio.

Section 11.2. All grievances must be processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed by the employee within the time limits provided, shall be considered resolved based upon the Employer's last answer.

Any grievance not answered by the Employer within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties.

Any grievant may, if he so desires, have an FOP representative or any representative of his choice accompany the grievant at any step or meeting provided for in this Article.

Section 11.3. It is the mutual desire of the Employer and the FOP to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the FOP to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedures shall be followed:

Step 1: In order for an alleged grievance to receive consideration under this procedure the grievant must identify the alleged grievance to the Police Chief within ten (10) calendar days after the employee knows or should have reasonably known the facts giving rise to the grievance. Such grievance shall be in writing on a mutually agreed to grievance form. The Police Chief shall investigate and provide an appropriate answer directly to the grievant or a representative of the grievant within ten (10) calendar days following the date on which the grievance was presented.

Step 2: If the grievance is not resolved in Step 1, the employee may within ten (10) calendar days following the Step 1 reply, refer the grievance to the Safety/Service Director. The Safety/Service Director shall have ten (10) calendar days in which to schedule a meeting, if he deems such necessary, with the aggrieved employee. The Safety/Service Director shall investigate and respond in writing to the grievant within ten (10) calendar days following the meeting date or ten (10) calendar days following receipt of the grievance, whichever is later.

Step 3: If the grievance is not resolved in Step 2, the employee may refer the grievance to the Mayor, within ten (10) calendar days after receiving the Step 2 reply. If the Mayor determines that a meeting is to be held, the Mayor shall have ten (10) calendar days in which to schedule a meeting with the aggrieved employee and an FOP representative. The Mayor may investigate the circumstances surrounding the grievance. If the meeting is held, the Mayor will respond to the grievant and/or appropriate representative within fourteen (14) calendar days following the meeting. If the Mayor does not hold a meeting, the decision of the Safety/Service Director at Step 2 is deemed to have been adopted by the Mayor.

Step 4: A grievance unresolved at Step 3 may be submitted to arbitration upon request of the FOP in accordance with provisions of Section 4 of this Article hereinafter set forth.

Section 11.4. The FOP, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within twenty-one (21) calendar days from the date of the final answer on the grievance from Step 3, the FOP shall notify the Employer of its intent to seek arbitration of an unresolved grievance. The representatives of the parties shall schedule a meeting to be held within thirty (30) calendar days after notification of a request to arbitrate to begin the selection procedures outlined below. The FOP may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party or parties canceling the arbitration. Any grievance not submitted within the twenty-one (21) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer or his representative(s).

After receipt of a request to arbitrate, the representatives of each of the parties shall select an arbitrator. The arbitrator shall be selected in the following manner: the Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of seven (7) arbitrators

from FMCS area #15 (Ohio). The parties shall meet within thirty (30) calendar days of receipt of the list of arbitrators to alternately strike the names of the arbitrators until only one (1) name remains. Either party may once reject the entire list of arbitrators and request an additional list of seven (7) arbitrators.

The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of specific Articles of this Agreement. He may not modify or amend this Agreement. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is arbitrable, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding on the grievant, the FOP and the Employer. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.

The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, or the hearing room, shall be borne equally by the parties. The expenses of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one, or split equally by the parties if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

Section 11.5. All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties:

A. Aggrieved employee's name and signature

B. Aggrieved employee's classification

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

D. Date grievance was filed in writing

E. Date and time grievance occurred

F. The location where the grievance occurred

G. A description of the incident giving rise to the grievance

H. Specific Articles and Sections of the Agreement violated

I. Desired remedy to resolve the grievance

The FOP shall have the responsibility for the duplication, distribution, and its own accounting for the grievance form.

Section 11.6. A grievance may be initiated by any employee covered by this Agreement or by the designated FOP representative as provided for in Article 5 of this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

Section 11.7. Whenever any time limit specified in the Article ends on a Saturday, Sunday, or legal holiday, the end of such time limit shall be extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

Section 11.8. When an employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate FOP representative will be notified of his right to be present at the adjustment.

Section 11.9. The investigation of a grievance (alleged or filed) shall be on non-work time. Writing of grievances by representatives may be performed during working hours when such activity does not interfere with the performance of the representatives' assigned duties. If grievance hearings are scheduled during representatives' or employees' regular duty hours, the representative(s) and/or employee(s) shall not suffer any loss of pay while attending the hearings.

Section 11.10. Disciplinary actions of verbal warning (record of instruction and cautioning) and/or written reprimand taken by the Employer against any bargaining unit employee may be appealed to steps one, two, and three of the grievance procedure, but shall not be appealed to step four (arbitration).

Disciplinary actions of suspension without pay, reduction in classification, and or discharge from employment taken by the Employer against any bargaining unit employee may be appealed to steps three and four of the grievance procedure. Such grievances shall be submitted directly to step three.

If an employee appeals a disciplinary action of suspension without pay, reduction in classification, or discharge from employment to step four of the grievance procedure, the grievance hearing arbitrator shall consider whether any prior verbal warning(s) (record of instructioning and cautioning) and/or written reprimand(s) were proper when ruling upon more severe disciplinary actions.

Section 11.11. If the grievance pertains to the conduct or decision of a City official who is part of the grievance procedure, the employee may initiate the grievance process at the step above the individual to whom the grievance relates.

ARTICLE 12 – PROBATIONARY PERIODS

Section 12.1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of twelve (12) months for Patrol Officers. A newly hired probationary employee may be terminated any time during his probationary period and shall have no right to the grievance procedure. During the probationary period, the wages and benefits of probationary employees shall be established by applicable City ordinances, policies and procedures, except as otherwise set forth in this agreement.

ARTICLE 13 – SENIORITY

Section 13.1. "Service Credit" shall be computed on the basis of uninterrupted length of continuous service with the Employer, or with previous municipal or other political subdivisions of Ohio Employers as provided for in the Ohio Revised Code. A termination of employment lasting less than thirty-one (31) 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 service credit.

Section 13.2. An approved leave of absence, unless fraudulently obtained, 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.

Section 13.3. Employees laid off shall retain their service credit for a period of one thousand ninety-five (1095) calendar days from the date of layoff.

Section 13.4. Department seniority shall be computed on the basis of uninterrupted length of continuous service in the Police Department.

Section 13.5. Classification seniority shall be computed on the basis of uninterrupted length of continuous service in the classification of Patrol Officer.

ARTICLE 14 – VACANCIES

Section 14.1. The parties agree that all appointments to the position of Patrol Officer shall be from eligibility lists as requested by the Chief of Police, and in accordance with applicable law.

Section 14.2. Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis.

ARTICLE 15 – LAYOFF AND RECALL

Section 15.1. When the Employer determines that a long term layoff or job abolishment is necessary, he shall notify the affected employees as soon as possible but not less than ten (10) calendar days in advance of the effective date of the 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. The Employer, upon request from the FOP agrees to discuss with representatives of the FOP, the impact of the layoff on bargaining unit employees. The layoff procedure shall not be used for disciplinary purposes.

Section 15.2. Layoff order shall be in the inverse order of classification seniority. Employees who are laid off shall be placed on a recall list for a period of one thousand and ninety-five (1095) calendar days. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the work section to which they are recalled. It is the responsibility of the employee to retain all job qualifications and be able to report to work from recall fit for duty. Any training necessary for a laid off employee to meet minimum requirements, as specified in the Ohio Revised Code so he can be recalled from layoff, shall be paid by the Employer.

Section 15.3. Notice of recall shall be sent to the employee by certified mail with a copy to the FOP. 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. It is the responsibility of the employee to provide the Employer with a written notice of any change of address and/or telephone number during his period of layoff.

Section 15.4. The recalled employee shall have five (5) calendar days following the date of receipt or attempted delivery of the recall notice to notify the Employer of his intention to return to work and shall actually return to work as soon as possible, but not more than fourteen (14) days following the receipt or attempted delivery of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 15.5. The Employer agrees that no layoffs of bargaining unit members shall take place in the calendar years 2010 and 2011. The Employer shall maintain the personnel levels of bargaining unit members at a minimum of fifteen (15) officers during the calendar years 2010 and 2011. Should the personnel levels within the patrol officer bargaining unit drop below fifteen (15) officers during calendar years 2010 or 2011, the Employer will hire a replacement officer from a civil service list of patrol officers.

ARTICLE 16 – PERSONNEL FILES

Section 16.1. Each employee may inspect his personnel file maintained by the Employer at a mutually agreeable time during the regular scheduled working hours of the administrative staff of any documents contained therein. An employee shall be entitled to have a representative of his choice accompany him during each review.

Section 16.2. If the employee feels that any document, statement, or notation in his personnel file is inaccurate or unfavorable to him, he shall be given the right to place a statement of rebuttal or explanation in his file. Such statement shall not contain any defamatory or scurrilous attacks upon any employee, supervisor, or the Employer. No anonymous or unsubstantiated material of any type shall be included in the employee's personnel file.

Section 16.3. Records of verbal warnings (record of instruction and cautioning) and written reprimands shall cease to have force and effect eighteen (18) months from the date of issuance, provided no intervening discipline has occurred. Any other record of discipline of any kind shall remain in force and effect three (3) years from the date of issuance provided no intervening discipline has occurred.

Section 16.4. Employees will not be required to sign any documents relating to personnel matters except to acknowledge receipt of that document. He shall, upon request, be given a copy of any such document.

Section 16.5. There will only be one (1) personnel file for each member of the bargaining unit.

ARTICLE 17 - HOURS OF WORK AND OVERTIME

Section 17.1. The standard work period for all bargaining unit employees shall consist of eighty (80) hours in active pay status in a fourteen (14) day work period. The standard work period for Patrol Officers shall consist of twelve hours (12) per day allowing for one eight (8) hour day per period. Every attempt will be made in the scheduling to schedule necessary short days either the last work day before break days or the first work day following break days. An exception to this work schedule shall be deemed accepted when the Employer and Employee(s) mutually agree to do so (e.g., four [4] ten [10] hour days or five [5] eight [8] hour days). The start time for these shifts will be 0600 and 1800, although the Chief may establish a start time up to one hour earlier or one hour later than those listed to accommodate an overlap shift if desired. Upon the mutual agreement of the Chief of Police and the affected bargaining unit member, other starting times for job-related reasons may be established. For the purpose of this Article, active pay status shall be defined as all scheduled hours on duty, all hours on vacation, personal day and all hours on compensatory time status.

Section 17.2. Bargaining unit employees required to work in excess of eighty (80) hours in active pay status in any fourteen (14) day work period shall be compensated at the rate of one and one-half (1-1/2) times his regular hourly rate of pay for all such excess hours actually worked. Payment for overtime shall be made in the pay period which follows the end of a fourteen (14) day work period. There shall be no pyramiding of overtime. For purposes of calculating overtime compensation, approved sick leave used in accordance with the terms of this agreement shall be deemed hours in active pay status.

Section 17.3. No employee shall be required to begin two (2) shifts within the same calendar day. This does not prohibit requesting an officer to be held over or brought in early for up to four (4) hours.

Section 17.4. Any member of the bargaining unit may request that any or all of his hours in active pay status in excess of eighty (80) hours within any fourteen (14) day work period be paid in the form of compensatory time at the rate of one and one-half (1-1/2) hours of compensatory time off for each hour worked in excess of eighty (80) hours. The granting of such compensatory time shall be at the sole discretion of the Employer and shall not interfere with the effective and efficient operation of the department. Except for and not including the one-time grant of compensatory time contained in Section 17.5 of this agreement, employees may accrue a maximum of eighty (80) hours of compensatory time per calendar year. Once an employee has accrued eighty (80) hours of compensatory time in a calendar year, that employee is ineligible to accrue any more compensatory time for the balance of the calendar year, notwithstanding that through the employee's authorized use of compensatory time, the employee's accrued compensatory time balance may then be less than the eighty (80) hour maximum. At the end of each calendar year, the Employer will cash out each employee's accrued, unused compensatory time at the employee's wage rate applicable at the time the compensatory time was accrued. The Employer will pay such cashed out compensatory time in January following the calendar year in which it was accrued. Employees may request to use compensatory time in maximum increments of one (1) week per request.

Section 17.5. The Employer will grant two (2) full work days of compensatory time to bargaining unit employees for use in calendar year 2010 only. This award of compensatory time off will be available to each bargaining unit member as a separate compensatory time balance during calendar year 2010. For employees working twelve hour shifts, the Employer grants a total of twenty-four (24) hours of compensatory time. For employees working eight hour shifts, the Employer grants a total of sixteen (16) hours of compensatory time. This grant shall not add to the maximum accrual limits set forth in Section 17.4 of this agreement, nor shall it be construed to change the rules governing the use and accrual of compensatory time contained in Section 17.4. This grant is in addition to and wholly separate from the compensatory time accrued by employees pursuant to Section 17.4 of this agreement. The Employer will not cash out or roll over the compensatory time hours granted under this Section.

ARTICLE 18 - WAGES

Section 18.1. Effective on January 1 of 2010, the pay ranges to which bargaining unit employees are assigned shall be frozen at the 2008 level in accordance with Appendix A of this Agreement, except for employees who received a step increase in 2009, who shall retain that step increase. The parties agree to re-open this Agreement for Article 18 – Wages on or about November 1, 2010 for 2011 and November 1, 2011 for 2012. The parties acknowledge that the Dispute Resolution Procedures under R.C. 4117.14 are available to the parties if impasse is reached in either the 2010 or 2011 reopener negotiations.

In the event that the Employer grants any group of bargaining unit or non-bargaining unit employees an annual wage increase, including by way of fact finding and/or conciliation, in excess of the 0% annual increase provided by this agreement, the increase provided by this agreement shall be amended to conform to that higher percentage increase. This provision does not apply in situations where the Employer grants individual employees wage increases due to wage corrections, enhanced compensation for out of classification or other extraordinary work assignments, or similar increases in compensation addressing unique situations of individual employees.

Section 18.2. Except in 2010, each bargaining unit employee who has not reached the top step in his salary range in the Employer's pay plan shall be granted the appropriate step level increase on his anniversary date as provided for in such pay plan. The parties shall address whether or not such step increases shall be awarded as part of the reopener negotiations for the 2011 and 2012 wages.

Section 18.3. The Employer will pay a shift differential to the members of the bargaining unit. The shift will be determined by the majority of time spent in any set of hours. Second shift: 1800 hours to 0600 hours. Employees eligible for shift differential will receive such shift differential for all hours of the shift, including the hours outside of the above limits which are a normal part of the shift.

Section 18.4. The employees will receive shift differential payment only for time actually worked, not for sick leave, disability leave, vacation, personal leave, holiday time off or compensatory time off. Authorized shift differential will be expressed as (flat rate) cents per hour. The established rate shall be seventy cents ($0.70) per hour.

Section 18.5. Employees who are assigned to serve on the Special Response Team (SRT) will receive a five percent (5%) increase in their base wage rate applicable while assigned to that team. To the extent that an employee's SRT assignment extends over the course of more than one calendar year, the employee's base wage rate in the succeeding year is not compounded by the prior year's SRT pay. In no event will any employee be entitled to this wage increase unless the Chief has assigned him/her to serve on the Team. The City will continue staffing an SRT for the duration of this agreement, and the current SRT employees will retain the 5% as part of their base wage for the duration of the agreement so long as they continue to be members of the Team.

Section 18.6. The Employer will pay five dollars ($5.00) per day, for each of the 365 days in a year (for an annual total of $1,825.00), to the Canine Officer for dog maintenance expenses. This amount shall be included in each paycheck received by this officer. This sum is intended to cover all dog maintenance expenses, other than dog food and veterinarian bills, and is specifically intended to cover, but is not limited to, grooming and boarding costs. The Canine Officer will not become entitled to payment exceeding this sum from the Employer for dog maintenance expenses, other than payment or reimbursement of veterinarian bills and dog food expenses, even if the Canine Officer actually incurs greater expenses than covered by the stated sum. This provision supersedes the general expense reimbursement provisions of Article 27 of this agreement with regard to dog maintenance expenses incurred by the Canine Officer.

Section 18.7. Effective July 1, 2006, the Employer shall pay all bargaining unit employees by electronic funds transfer. Such electronic funds transfer shall take place in one of two ways,

depending upon the employee's election: (1) direct deposit into an account at the employee's financial institution; or (2) stored-value debit card, which shall be opened in the employee's name and provided to the employee. Employees shall authorize the Employer to make direct deposits by completing the appropriate authorization agreement and providing the appropriate account information. Employees electing to receive a stored-value debit card shall cooperate with the Employer and the Employer's financial institution to create the stored-value debit card for the employee's benefit.

ARTICLE 19 – CALL-IN TIME

Section 19.1. Any bargaining unit employee who is called in to work at a time which does not abut his scheduled working hours shall be credited with the actual hours worked which shall not be less than three (3) hours. This three (3) hour minimum work assignment shall be included for the purpose of determining the total number of hours worked in the work period during which the call in occurred. Portions of hours worked shall be calculated in compliance with Article 17 of this Agreement.

ARTICLE 20 – COURT TIME/JURY DUTY

Section 20.1. Whenever a bargaining unit employee is required by the Employer or by the proper legal action of any Municipal, County, State or Federal court to appear before such court on off-duty time for matters pertaining to or arising from the employee's official duties, the employee shall have all time spent at the location of the court counted as hours worked during the work period in which the court appearance occurs.

Notwithstanding the foregoing, a bargaining unit employee required to attend court shall be credited with actual hours of work on the basis of the following:

- Two (2) hours of credited time for court attendance of up to one half (1/2) hour;
- Three (3) hours of credited time for court attendance more than one half (1/2) hour;
- Actual time for court attendance more than three (3) hours.

Section 20.2. All members of the bargaining unit shall receive their base pay for any and all time spent on jury duty when it conflicts with their normal scheduled hours of work. In return for such payment, the members of the bargaining unit agree to forward any and all payments received from the court for jury duty to the City.

ARTICLE 21 – OFFICERS IN CHARGE

Section 21.1. If the Employer determines that it is necessary to designate a full-time member of the bargaining unit as the officer in charge of a work shift, such employee shall be paid an additional ten percent (10%) above his normal rate of pay for all hours on duty as the officer in charge.

ARTICLE 22 – VACATION

Section 22.1. Full-time employees in the bargaining unit shall earn vacation leave with pay as follows:

A. Less than one (1) year of completed service: employees accrue vacation at the rate of 3.08 hours of vacation leave per fourteen (14) day pay period with a maximum accumulation of eighty (80) hours per anniversary year. Employees may not take vacation leave until they have completed one (1) year of service with the department.

B. One (1) year of service, but less than seven (7) years completed: 3.08 hours of vacation leave shall accumulate per each fourteen (14) day pay period with a maximum accumulation of eighty (80) hours per anniversary year.

C. Seven (7) years of service, but less than fourteen (14) years completed; 4.62 hours of vacation leave shall accumulate per each fourteen (14) day pay period with maximum accumulation of one hundred twenty (120) hours per anniversary year.

D. Fourteen (14) years of service, but less than twenty (20) years completed; 6.15 hours of vacation leave shall accumulate per each fourteen (14) day pay period with maximum accumulation of one hundred sixty (160) hours per anniversary year.

E. Twenty (20) years of service or more completed; 7.69 hours of vacation leave shall accumulate per each fourteen (14) day pay period with a maximum accumulation of two hundred (200) hours per anniversary year.

F. Eight (8) additional hours of vacation leave earned per anniversary year for each year completed service in excess of twenty (20) years.

Section 22.2. In addition to computation under Section 22.1, bargaining unit employees who have prior public service, as allowed and recorded by the Ohio Police and Fire Pension Fund, shall receive credit for such prior public service subject to the following:

(a) Notwithstanding the number of years of prior public service, such service shall only entitle a bargaining unit employee to accrue up to a maximum of one (1) additional week of vacation leave per year beyond his/her current contractual entitlement. For example, an employee with thirteen (13) years of prior service with another public employer and one (1) year

of service with the City would be entitled to accrue at the rate of one hundred twenty (120) hours of vacation leave per year.

(b) Consideration of prior public service shall not entitle a bargaining unit employee to accrue more than two hundred (200) hours of annual vacation leave. For example, a bargaining unit employee with twenty (20) years of completed service with the City and one (1) year of prior public service shall only be entitled to accrue two hundred (200) hours of vacation leave per year.

(c) Consideration of prior public service shall not entitle employees to accrue any additional hours of vacation provided by Section 22.1.F above. For example, a bargaining unit employee with twenty-one (21) years or more of completed service with the City shall be entitled to only accrue an additional eight (8) hours of vacation leave for each year of completed service in excess of twenty (20) years, regardless of the amount of prior public service.

Section 22.3. Earned vacation leave may be carried over from one anniversary year to the next by any full-time bargaining unit member provided that the total accumulation at the beginning of each anniversary year shall not be more than equal to the number of hours that each bargaining unit member can earn in the same anniversary year. Any vacation leave above the maximum allowable accumulation that is not used prior to the end of the employee's anniversary year shall be dropped from that employee's total of accumulated vacation leave. If the Employer reasonably denied carry-over vacation during the last sixty (60) days of the anniversary year of the bargaining unit employee, then such carry-over vacation may be mutually rescheduled during the first sixty (60) days of the next anniversary year. If not taken by that date, then such carry-over vacation time shall be dropped from the employee's total of accumulated vacation leave.

Section 22.4. If a full-time member of the bargaining unit becomes hospitalized during his vacation leave period, the Employer shall change the status of the employee to sick leave with pay for all actual days of hospitalization, provided that the employee provides a written request to do so if he is so able, and has accumulated sick leave available as provided for elsewhere in this Agreement.

Section 22.5. Upon retirement or termination for any reason, all accumulated vacation leave shall be paid to the employee at the rate at which it was earned, provided the employee has complied with all termination requirements of the Employer. In the case of the death of a full-time member of the bargaining unit, the employee's accumulated but unused vacation leave shall be paid to the employee's beneficiary as previously designated by the employee in writing. If there is no official designation of beneficiary, the payment shall be made to the fiduciary of the employee's estate, upon application by the executor of the estate.

Section 22.6. Vacation leave accumulates while an employee is on vacation leave, sick leave, or any other paid leave as provided for elsewhere in this Agreement. No vacation leave shall accumulate while an employee is on any unpaid leave, in layoff status, or while he is on disciplinary suspension. Prorated vacation leave shall be given for any partial twenty-eight (28) day work periods.

Section 22.7. Vacation scheduling shall not interfere with the efficient and effective operation of the department.

Section 22.8. All members of the bargaining unit with a minimum of fourteen (14) years of service with the City shall upon request receive payment for two (2) weeks of their accrued but unused vacation leave each year. Such payment shall be issued the next full pay period following the request.

ARTICLE 23 - HOLIDAYS

Section 23.1. Full-time employees in the bargaining unit shall receive holiday pay as defined below for the following holidays:

New Year's Day	January 1st
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Day	December 25th

Section 23.2. Employees who are not available for duty on any of the above designated holidays due to sick leave, unpaid leave as defined elsewhere in this Agreement, or due to disciplinary suspension, shall not be eligible for holiday pay for that holiday.

Section 23.3. On the first regularly scheduled pay day following Thanksgiving, each full-time employee of the bargaining unit shall receive a check for all holidays that he was available for duty, as defined in this Article, during the previous twelve (12) months. Such check shall be for eight (8) hours pay for each holiday that the employee was available for duty when the employee does not work on a specified holiday and for twelve (12) hours pay when the employee works five (5) or more hours during the twenty four (24) hour period of the holiday. Such check shall be at the rate of pay that was in effect for the employee on the actual date of the holiday for which he is being paid.

Section 23.4. In the event that the Employer grants any individual, group of bargaining unit or non-bargaining unit employee(s) a holiday or holidays which causes the total number of holidays for said individual, bargaining unit or non-bargaining unit employee(s) to be greater than the total number of holidays received by the bargaining unit employees covered in this Collection Bargaining Agreement, additional holiday(s) shall be added to the bargaining unit members covered in this Collective Bargaining Agreement to bring their total equal to that of the individual, group or

bargaining unit or non-bargaining unit employee(s). For purposes of this Article, "Employer" means the Mayor.

ARTICLE 24 – INSURANCES

Section 24.1. Employer shall make the same comprehensive major medical, health and Dental insurance with family or individual coverage available to all full-time employees in the bargaining unit as the Employer makes available to other City employees. Effective thirty (30) days after the date upon which non-union City employees of the City of Wilmington begin paying 10% of their health care premiums, such 10% co-payment will apply to members of the FOP bargaining unit. In no event will bargaining unit members pay more for health care premiums than any other City employee.

Should the State or Federal government or the courts mandate that the parties to this agreement participate in a national, state or local health care plan which is not solely within the control of one or more of the parties to this agreement, the Employer shall offer to meet within thirty days of the effective date of such legislation, action or decision to negotiate replacement language for the contract which complies with such legal mandate. No new level of benefit will be implemented prior to such offer to negotiate and the parties reaching an agreement or impasse.

Section 24.2. The Employer shall provide for each full-time bargaining unit employee term life insurance coverage in the amount of twenty thousand dollars ($20,000.00), plus twenty thousand dollars ($20,000.00) additional for accidental death.

Section 24.3. The insurance carrier and/or the method of providing all insurances provided for within this Article shall be solely within the discretion of the Employer. The major medical and health insurance shall remain equitable to the type of coverage that was in effect upon the ratification of this Agreement.

Section 24.5. The Employer agrees to indemnify and defend any bargaining unit employee from actions arising out of the lawful performance of his official and/or assigned duties.

Section 24.6. Effective January 1, 2007, employees who are able to obtain health insurance coverage through a spouse or other source may choose to decline coverage under the Employer's group health insurance plan. Each eligible employee who is entitled to, but elects to decline, family coverage will receive from the Employer an amount equal to the 10% premium payment the employee would have otherwise made if he/she had elected family coverage, and each eligible employee who is entitled to, but elects to decline, individual coverage will receive from the Employer an amount equal to the 10% premium payment the employee would have otherwise made if he/she had elected individual coverage. Employees are not entitled to receive two separate cash-in-lieu-of insurance payments for declining both family and individual coverage. Where spouses both work for the City of Wilmington, and either of the spouses obtains Employer-supplied family coverage, the other spouse is not eligible to receive cash-in lieu-of family or single coverage. The Employer will make payments authorized by this section once a year at the end of the year, with the

Employer having sole discretion to determine which twelve month period constitutes a "year" for purposes of this section.

Employees who have opted out of the Employer-supplied group health insurance coverage under this provision may later decide to obtain coverage under the Employer's group health insurance plan by submitting a completed, signed form to the Employer during the next annual enrollment period. Employees who have opted out of Employer-supplied group health insurance coverage and who subsequently lose their alternative source of group health insurance coverage may apply to the Employer to join or rejoin the Employer-supplied group health insurance plan at times other than the annual enrollment period, although the Employer reserves the right to require documentation establishing the loss of alternative coverage. In the event that an employee has exercised the option to take cash-in-lieu-of insurance under this section, but later obtains Employer-supplied group health insurance coverage for part of the year for which the employee would have received cash-in-lieu-of coverage, the employee's end of the year cash payment will be determined on a pro rata basis.

ARTICLE 25 - UNIFORMS AND EQUIPMENT

Section 25.1. The Employer shall supply at no cost to the employees all uniforms and equipment required by the Employer, excluding socks and underwear, in quantities specified by the Employer.

Section 25.2. All uniforms and equipment issued by the Employer are and shall remain the property of the Employer. Upon termination of employment of any bargaining unit employee, all uniforms and equipment shall be returned to the Employer in the conditions as when issued, allowing for reasonable wear and tear, prior to the issuance of any final compensation to the employee.

Section 25.3. A uniform and equipment cleaning and maintenance allowance of four hundred dollars ($400.00) shall be paid to each full-time bargaining unit employee by separate check on the first date in December on which the Auditor issues checks.

Section 25.4. Equipment and other items not issued or required by the Employer may be utilized or worn only with the permission of the Police Chief.

Section 25.5. Where a bargaining unit employee supplies evidence that he sustained damage to personal property while performing the duties of his assigned work, provided that such damage was not the result of willful misuse or negligence on the part of the employee, the Employer shall reimburse the employee for the cost of necessary repairs or replacement up to a maximum of one hundred dollars ($100.00) per year, or, in the case of eyeglasses, the actual replacement of the exact same, or their equivalent if destroyed, eyeglass, but no more than fifty dollars ($50.00) for jewelry items. The employee shall present the damaged property for the Employer's inspection prior to the repair or replacement of said property. Repair or replacement of said property shall be at the Employer's option. Any restitution ordered by the Court shall be turned over to the City in cases where personal property was replaced/repaired by the City under this section.

Section 25.6. When uniforms or equipment that are property of the Employer are damaged or lost through willful damage or through neglect by the employee, the repair or replacement cost of such items shall be deducted from the pay of the responsible employee. When such loss or damage occurs as the result of an incident that is beyond the reasonable control of an employee, repair or replacement shall be made at the expense and discretion of the Employer.

Section 25.7. Members on plain clothes assignment for a period in excess of six months shall receive $750 per year. Employees will provide clothing receipts for the expenditure of said funds. The Employer will not invoke a specific dress design or color for officers so assigned. Members receiving an allowance pursuant to this subsection shall not be eligible for any clothing repair or clothing reimbursement pursuant to Section 25.5 of this Agreement. The Employer will not reassign officers in attempt to circumvent the intent of this Article.

Section 25.8. Ballistic vests shall be properly fitted and shall be promptly replaced according to manufacturer's specifications/expiration date. The City shall keep a list of ballistic vest expiration dates and begin the replacement procedures within two months of the expiration date to assure no officer will be required to wear an expired vest.

ARTICLE 26 – TRAINING AND EDUCATION

Section 26.1. When the Employer or his/her designee requires any bargaining unit employee to attend any school, class, training session, etc., the employee shall have all hours spent at such training opportunity that occur during his/her normal work schedule included in his/her hours worked during the work period in which the training session occurs, not to exceed eight (8) hours in any calendar day.

Section 26.2. When the Employer requires that a bargaining unit employee travel to any training opportunity during his/her normal work shift, the employee shall have all travel hours that would fall within his/her normal shift included in his/her hours worked during the work period in which such travel occurs.

Section 26.3. The expenses for tuition, registration, fees, etc. of any training opportunity required by the Employer shall be paid by the Employer.

Section 26.4. Tuition Reimbursement. On an annual basis, the Employer will appropriate sufficient funds to ensure that $6,000 is available to be used for tuition reimbursement of patrol officer bargaining unit members, provided under the terms of this Article. Unused tuition reimbursement funds do not accumulate over the course of time; if the entire $6,000 is not consumed during the course of a given year, the Employer is required only to bring the level of available funds up to the $6,000 level in the following year.

Each full-time employee who has completed more than one year of continuous service as a full-time employee of the City, following successful completion of his/her probationary period, may apply

for preapproval and reimbursement up to $2,000.00 per year for tuition and laboratory fees that he/she paid for courses of work-related continuing education in which the employee enrolls after he/she has completed one year of service and his/her probationary period and for which he successfully earns accredited college credits from any masters, bachelors or associates degree program, or any trade, business or correspondence school. Work-related shall be defined as that which is applicable to the employee's current job description or the job description of a position to which the employee could be promoted. Reimbursement, if preapproved, shall be only for that part of tuition and laboratory fees not otherwise paid, or to be paid, from grant or scholarship funds from other sources. The Police Chief shall have discretion to determine whether or not to approve reimbursement under this Section. The Police Chief will not approve tuition reimbursement unless sufficient monies are appropriated for that purpose.

In the event that an employee makes an application for tuition reimbursement otherwise complying with the requirements of this Article, and insufficient funds remain in the annual tuition reimbursement budget, the Police Chief will notify the City Council of the request. The City Council shall have the authority and sole discretion to appropriate additional money to comply with the request, or to refuse to do so. The Police Chief will not approve tuition reimbursement unless sufficient monies have been appropriated by the Employer and are available for that purpose in the Police Department college reimbursement appropriation at the time the employee submits the request for reimbursement.

If the occasion should arise that two or more bargaining unit employees request tuition reimbursement for the following term, and it is determined that insufficient funds are available for all requests to be granted, the Police Chief shall grant such request on a first come first served basis until the appropriation is exhausted. In the event two or more employees submit a reimbursement request on the same date and there are insufficient funds to pay those fees in full, the available funds shall be pro-rated among the applicants using a formula based upon the total expenses of each employee.

Section 26.5. Calculation of Tuition Reimbursement. Any reimbursement that is granted shall be calculated on the balance remaining from tuition costs after deducting the amount of all grant, scholarship funds, or institutional discounts received, or to be received, from other sources and shall be available only for work-related courses successfully completed and accredited college credits earned according to the following schedule:

For graded courses:

Grade Earned	Percentage Reimbursement
A	100%
B	85%
C	75%
D or below	No reimbursement

For ungraded courses, including pass/fail: 75% reimbursement if passed or if credits earned.

Section 26.6. Procedure for Tuition Reimbursement. No reimbursement shall be made to any employee unless such employee has first done each of the following:

a) Submitted a completed and signed work-related tuition reimbursement notice form to the Police Chief on or before six (6) weeks prior to the beginning of the course for which the reimbursement credit is claimed.

b) Submitted a completed and signed tuition reimbursement application form to the Police Chief on or before sixty (60) days following completion of the course for which the reimbursement is claimed.

c) Presented evidence supplied by the institution offering the course of the grade earned by the employee, or if the course is pass/fail or ungraded, evidence of the employee's passage or of credits earned in the course.

d) Presented evidence from the institution offering the course of the tuition and laboratory fee costs.

e) Presented proof of payment of tuition and laboratory fee costs exclusive of other incidental costs.

f) Disclosed all grant, scholarship funds, or institutional discounts received, or to be received, by said employee from other sources in payment of all or any part of the tuition and laboratory fees for which reimbursement is sought from the City.

The City reserves the right to contact the institution offering the course to verify any information required by this section, and, by requesting reimbursement, the employee automatically authorizes the City the authority to do so.

Section 26.7. If a bargaining unit member separates from City employment, for any reason, he/she shall pay back to the City any tuition reimbursement the City has paid within the two (2) year period prior to separation. The City will withhold this amount, and the employee so authorizes, from the employee's final paycheck. If the employee's final paycheck is not sufficient to repay the tuition fees, the employee will nevertheless be obligated to repay the difference to the City.

ARTICLE 27 - REIMBURSEMENT OF EXPENSES

Section 27.1. If the Employer requires any bargaining unit employee to expend personal funds in connection with the performance of his assigned duties or any required training opportunities, such funds shall be reimbursed by the Employer.

Section 27.2. The maximum allowable reimbursement for meals shall be set at the citywide standard.

Section 27.3. Overnight lodging reservations when required by the Employer shall be made by the Employer at a motel or hotel providing reasonable lodging facilities.

Section 27.4. When the Employer requires that a bargaining unit employee use his own vehicle for travel required by the Employer, the employee shall be compensated at the citywide standard rate. All parking expenses shall also be reimbursed.

Section 27.5. Before an employee can be reimbursed for any expenses provided for in this Article, he must provide receipts of all expenditures to the Employer or his designee.

ARTICLE 28 - SICK LEAVE

Section 28.1. An employee may request sick leave, provided he follows the notification and request procedures as required by the Employer. Sick leave may be requested for the following reasons:

A. Illness or injury of the employee;

B. Illness or injury of a member of the employee's immediate family where attention by the employee is reasonably necessary;

C. Exposure of the employee or a member of his immediate family with whom he resides to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.

D. Death of a member of the employee's immediate family.

E. Medical, dental or optical examinations or treatment of employee or a member of his immediate family when such appointments cannot reasonably be scheduled during non-work time; and

F. Injury, illness, or disability related to pregnancy, childbirth and/or related medical conditions.

For purposes of this provision, the "immediate family" is defined as only: mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, step-mother, step-father, step-brother, step-sister, step-child, legal guardian, or other person who stands in the place of a parent.

Section 28.2. The Employer maintains the right to investigate any employee's absence.

Section 28.3. For each completed hour in active pay status, an employee earns .0575 hours of sick leave to a maximum accrual of one hundred twenty (120) hours in any calendar year. Active pay status for the purpose of this Article shall be defined as hours worked, hours on vacation, hours on

personal leave, and hours on paid sick leave. Sick leave credit shall not accrue while an employee is on any unpaid leave of absence, in layoff status, on disciplinary suspension, or in overtime status. Advance use of sick leave shall not be granted.

Section 28.4. Sick leave accumulation and conversion shall be:

A. Each full-time employee of the bargaining unit who had accumulated sick leave time prior to November 3, 1985, at 12:01 a.m., shall retain sick leave time in a classification designated "Accumulated Sick Leave Bank I". Provided, further, that all sick leave time accumulated from and after November 3, 1985, shall be in a classification designated "Accumulated Sick Leave Bank II."

B. Upon qualifying for eligibility to receive his public employee retirement pension benefits, each full-time bargaining unit employee shall be entitled to receive payment for sick leave accumulated at retirement as follows:

1. In an amount equal to three-fourths the number of days of such accumulated sick leave in "Accumulated Sick Leave Bank I" at the rate equivalent to such employee's daily pay on the date of retirement.

2. In an amount equal to one-fourth the number of days of such accumulated sick leave in "Accumulated Sick Leave Bank II" at the rate equivalent to such employee's daily pay on the date of retirement, provided further, however, that payment for accumulated sick leave from "Accumulated Sick Leave Bank II" shall be limited such that the maximum payment which may be made from accumulated sick leave in "Accumulated Sick Leave Bank II" shall be for one-fourth (1/4) of one thousand two hundred (1200) hours.

C. A full-time employee of the bargaining unit having accumulated sick leave in "Accumulated Sick Leave Bank I" may use such sick leave as provided in this Article, provided, however, that sick leave used from "Accumulated Sick Leave Bank I" may not be replaced. All sick leave accumulated from and after November 3, 1985, shall be accumulated in the classification designated "Accumulated Sick Leave Bank II".

D. Each full-time employee of the bargaining unit who has more than one thousand two hundred (1200) hours accumulated sick leave in "Accumulated Sick Leave Bank II" shall, on December 1 of each calendar year, have the option with regard to the sick leave which he has become entitled during that calendar year and which is in excess of one thousand two hundred (1200) hours in such employee's "Accumulated Sick Leave Bank II" as follows:

1. Carry forward the balance of sick leave credit.

2. Receive a cash benefit conversion for the unused balance of sick leave credit. The cash benefit conversion shall be equal to one (1) hour of the employee's base rate of pay for every four (4) hours of unused sick leave credit that is converted.

3. Carry forward a portion of the balance of sick leave credit and receive a cash benefit conversion of a portion of the sick leave credit.

The option for conversion of sick leave credit provided herein can only be utilized for sick leave credited an employee in the calendar year in which the credit is given. All sick leave credit balances that are carried forward are excluded from further cash benefits provided in this Section. The failure of an employee to utilize one of the sick leave conversion options provided in this Article shall result in the automatic carry-forward of any balance of sick leave credit. Any employee who separates from service during the year shall not be eligible under this Article for the cash conversion benefit of unused sick leave credit which has been credited during that calendar year.

Any cash benefit conversions of sick leave made in a calendar year under the provisions of this Article shall not be subject to contributions to any of the retirement systems either by the employee or the Employer.

An employee eligible to receive a cash benefit conversion or sick leave credit during a calendar year must indicate his desire to convert all or any part of such sick leave no later than December 1 of each year. For such notice to be effective, the employee must give such notice in writing to the Employer.

Section 28.5. Sick leave shall be charged in minimum amounts of one (1) hour.

Section 28.6. Employees absent on sick leave shall be paid at the same basic hourly rate as when they are working.

Section 28.7. An employee requesting sick leave for the purpose of medical, dental or optical examination appointments shall notify the Employer of the fact as far in advance as possible, in order that scheduling and work priorities might be adjusted accordingly. Such examinations shall be scheduled during an employee's non-work time whenever possible. An employee requesting sick leave for other proper purposes shall inform the Employer of the fact and the reason at least ninety (90) minutes prior to the employee's starting time on the first day of absence and on each day of absence thereafter unless circumstances prevent such notification. Failure to do so may result in denial of sick leave for the period of absence. The employee will submit to such medical examination, including drug and alcohol screen, if appropriate, which the Employer deems necessary. The cost of such examination shall be absorbed by the Employer.

Section 28.8. Upon return to work, an employee shall complete and sign a request for sick leave use on a form provided by the Employer to justify the use of sick leave. The Employer may, when an employee utilizes sick leave for medical appointments as provided for in Section 28.7 above, or when an absence is for three (3) or more consecutive days, require the employee to furnish a statement from a Licensed Medical Practitioner. Such statement shall include the general nature of the illness or injury, and the expected return to work date. Failure of the employee to provide such statement when requested shall result in the denial of sick leave pay.

Section 28.9. Vacation leave may be used for sick leave purposes at the employee's request and with the approval of the Employer after sick leave is exhausted. Employees who have exhausted all sick leave and vacation leave credits may, at the discretion of the Employer, be granted a personal leave of absence without pay for a period not to exceed six (6) months as provided elsewhere in this Agreement. Employees who qualify for FMLA leave will be subject to the provisions of such including the "rolling year" definition for the 12 week period.

Section 28.10. A full-time bargaining unit employee who is employed by the Employer, and who has unused sick leave that was accumulated while employed by a previous Employer as provided for by applicable State law, may transfer such accumulated sick leave to the City of Wilmington. Such transferred sick leave shall be placed in "Accumulated Sick Leave Bank II" as defined elsewhere in this Article.

Section 28.11. NO FAULT PROVISION

1. An employee receives 8 points per month for perfect attendance during the month. Maximum accrual is +100 points. For the first year of the contract beginning January, 1998, each member of the bargaining unit will be advanced +16 points. On July 1, 1999, the 16 point advance will be returned to the City.

2. For each absence due to illness or injury to themselves or their immediate family, the employee receives (-1) point for each hour of leave that is utilized. One to three days of consecutive absence for the same illness or injury will be counted as "one occurrence" and a deduction of only eight (8) points will occur. Absences of more than three (3) consecutive work days shall be deducted at the rate of eight (8) points per day until an appropriate FMLA leave is applied for and approved. No deduction will be made for leave time utilized for an illness or injury which qualifies as a severe illness or injury pursuant to the FMLA.

3. In addition to the above, points will not be deducted for vacation leave, personal days, jury duty, funeral leave, compensatory leave or FMLA leave.

4. Tardiness will be treated in 15 minute intervals for deduction purposes. (i.e. 1-15 minutes tardy will result in -.25 points; 16-30 minutes tardy will result in -.50 points; 31-45 minutes tardy will result in -.75 points).

5. Leaving the job before the end of a shift will be treated in the same 15 minute intervals as tardiness.

PENALTIES: Each time an employee attains any of the totals listed below, the discipline indicated will be administered:

-30 points, job counseling

-40 points total, written reprimand

-60 points total, 3 day suspension

-80 points total, 5 day suspension

-100 points total, termination

Two (2) penalties of the same type within any one calendar year automatically progresses to the next step on the third occurrence. More than three (3) penalties of the same type within any one calendar year automatically progresses to at least the next step.

Point totals to be utilized will be calculated at the time of utilization. Example: If an employee has -35 points on June 15th and then utilizes 8 hours of sick leave on June 16th, the employee will be considered to have -43 points and will be subject to a penalty of a written reprimand.

*Subject to FMLA considerations

Any sick leave which is used for the same illness or injury, even if the usage is not on consecutive days, will count as a single incident. For example, an off duty Employee who is bitten by a dog, may receive rabies shots on a series of days over several weeks. In this instance, each of these sick days would be one part of a single incident for purposes of this section.

ARTICLE 29 – INJURY LEAVE

Section 29.1. In the event of an occupational injury incurred as a direct result of performing an assigned or sworn function within the scope of the employee's authority, which injury is not the result of "horse-play", negligence, recklessness or self-infliction by an employee, and upon the employee's application, the Employer may grant the employee, beginning on the eighth (8th) calendar day of absence or on the first (1st) day the employee is admitted to a hospital as an in-patient, whichever is earlier, Occupational Injury Leave (OIL) for a period not to exceed ninety (90) work days. The authorization of an OIL is a matter of administrative discretion, and the Employer will decide in each individual case if OIL is to be granted.

Section 29.2. An employee applying for OIL hereunder, shall authorize the release to the Employer of all medical information pertinent only to the occupational injury possessed by the employee's treating physician(s) and treatment facility(ies), if so requested by the Employer or his designee, and/or shall agree to be examined by a Licensed Medical Practitioner selected and paid for by the Employer.

Section 29.3. Any employee claiming an occupational injury under this Article shall file an injury claim with the Ohio Bureau of Workers' Compensation as soon as possible. Upon approval of the claim by Workers' Compensation, an OIL granted on the eighth (8th) day of absence shall be made retroactive to the first (1st) day of absence, and any sick leave, compensatory time or vacation used by the employee during the first eight (8) days of absence shall be restored to his credit. The employee shall remit to the Employer all income benefits paid by Workers' Compensation for the

period during which the employee received full pay from the Employer while on OIL. In the event the claim is denied by Workers' Compensation, the employee shall revert to sick leave status, and shall be charged with sick leave, and/or vacation leave for all time paid by the Employer for OIL.

Section 29.4. During the OIL period, the employee may request that any accumulated but unused sick and/or vacation hours be used to make up the difference between the amount of compensation provided by the Ohio Bureau of Workers' Compensation and the employee's normal rate of pay.

Section 29.5. In lieu of granting OIL, the Employer may assign the employee to light duty with the approval of, and within the limitations set by, the employee's treating physician.

ARTICLE 30 – PERSONAL DAY LEAVE

Section 30.1. Full time bargaining unit employees shall be granted three (3) personal days of leave each calendar year. Such personal day leave shall not be deducted from any accumulated but unused sick or vacation leave that the employee may have accumulated.

Section 30.2. The employee must request personal day leave usage a minimum of twelve (12) hours in advance of intended usage. The Employer has the discretion to refuse to grant any personal day, however, personal day leave will be given priority for time off and will not be unreasonably denied. If more than one member of the bargaining unit requests the same leave time off, seniority will prevail in the granting of the leave time. The only exceptions to this seniority provision are for funeral leave and vacation time that has had prior approval.

ARTICLE 31 – FUNERAL LEAVE

Section 31.1. Any member of the bargaining unit will be granted the use of accumulated but unused sick leave upon the approval of the Employer for a maximum of three (3) working days in the event of the death of a member of the immediate family. One of the three (3) days must be the actual date of the funeral. The Employer may approve additional days.

Section 31.2. Before sick leave usage as provided for within this Article can be paid to an employee, the employee must furnish proof of death and relationship to the deceased to the satisfaction of the Employer.

Section 31.3. Immediate family as provided for in this Article shall include and be limited to: mother, father, sister, brother, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, legal guardian, or other person who stands in place of the employee's parent.

ARTICLE 32 - MILITARY LEAVE

Section 32.1. Any members of the bargaining unit who are members of the Ohio National Guard, the Ohio Defensive Corps, the State or Federal Militia, or members of other reserve components of the Armed Forces of the United States shall be granted leave of absence from their regularly assigned duties for such time period as they are required by such military unit for field training or active duty.

Section 32.2. Prior to the approval of such military leave, the bargaining unit employee must provide the Employer with a copy of his military orders defining the length of the required military leave and the rate of pay that the bargaining unit employee will earn during such period of military leave.

Section 32.3. Upon completion of military leave, the bargaining unit employee must provide the Employer with a detailed list of military pay and benefits that he received. Upon receipt of this proof of pay, the Employer shall grant to the employee the difference between the pay that the employee would have earned if he had performed his normally assigned duties, and the pay as provided by the military unit. The maximum period for which the Employer shall provide such pay differential is thirty one (31) eight (8) hour days during each calendar year (total of one hundred seventy six (176) hours).

ARTICLE 33 – LEAVE WITHOUT PAY

Section 33.1. Upon receiving a written request, the Employer may grant a leave of absence without pay to any bargaining unit member. Such leave shall not exceed six (6) months, unless otherwise provided for in this Article.

Section 33.2. The maximum duration of a leave of absence without pay for the purposes of education, training, or specialized experience that would be of benefit to the Employer shall not exceed two (2) years.

Section 33.3. Any employee who fails to return to work upon the expiration of any approved leave of absence without pay shall be terminated from employment. If the Employer determines that any bargaining unit employee is abusing the stated purpose of his leave of absence without pay, the Employer may terminate the leave and require the employee to immediately report to duty.

Section 33.4. The approval of any leave of absence without pay shall be at the sole discretion of the Employer, and each request shall be decided by the Employer on its own merits.

Section 33.5. Upon written request of the employee, the Employer may permit the employee to return to work prior to the stated expiration of any approved unpaid leave of absence. Failure of the Employer to grant such request shall not be subject to the grievance procedure.

Section 33.6. Absent an Act of God or other circumstance making it impossible for an employee to request such leave in advance, all leave without pay must be requested in writing and approved, in advance, by the Chief. Any employee who takes an unapproved leave of absence without pay will be subject to disciplinary action.

ARTICLE 34 – SEPARATION FROM EMPLOYMENT

Section 34.1. Upon separation from employment for any reason, all unpaid wages shall be paid to the employee at the rate of pay that was in effect on the date of separation.

Section 34.2. Upon separation from employment for any reason, all accrued but unpaid holiday leave and/or vacation leave shall be paid to the employee at the rate of pay at which such leave was earned.

Section 34.3. If the reason for separation is due to the death of the employee, the payment of wages and benefits provided in this Article shall be paid in accordance with applicable State law.

Section 34.4. Upon separation from employment for any reason, all monies owed to the Employer by the employee must be paid to the Employer prior to the issuance of any separation pay provided for in this Article or prior to the issuance of any payment for accrued but unused sick leave as provided for in Article 28 of this Agreement. At the option of the Employer, all monies owed may be deducted from separation pay and/or sick leave accrual pay specified in this Section.

Section 34.5. Upon retirement from employment with ten (10) or more years of service in the bargaining unit or upon the death of a bargaining unit employee, the employee's badge will be presented to the employee or his family. The badge will be mounted in an appropriate presentation case or plaque.

Section 34.6. Upon retirement from employment with fifteen (15) or more years of service in the Police Department, the City will without charge present and transfer ownership of the employee's duty handgun to the employee, unless otherwise prohibited from doing so by law.

ARTICLE 35 – NO STRIKE/NO LOCKOUT

Section 35.1. The Employer and the FOP recognize that a work stoppage of any kind would create a clear and present danger to the health and safety of the public, and that this Agreement provides machinery for the orderly resolution of grievances. Therefore, the parties agree that:

A. During the term of this Agreement, the FOP shall not, for any reason, authorize, cause, engage in, sanction, or assist in any sick call, work stoppage, strike, sympathy strike, slowdown, or any other concerted activity which would interrupt the operations or services of the Employer during the life of this Agreement.

B. During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout of the bargaining unit employees unless those employees shall have violated Section 35.1(A) of this Article.

Section 35.2. In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 35.1(A) of this Article shall be subject to discipline or discharge by the Employer.

Section 35.3. In the event of any violation of Section 35.1(A) of this Article, the FOP shall promptly do whatever it can to prevent or stop such unauthorized acts.

Section 35.4. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 36 – SEVERABILITY

Section 36.1. This Agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 36.2. The parties agree that should any provision of this Agreement be found to be invalid, that they will schedule a meeting within thirty (30) days at a mutually agreeable time to discuss alternative language on the same subject matter.

ARTICLE 37 – WAIVER IN CASE OF EMERGENCY

Section 37.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Sheriff of Clinton County, the Federal and State legislature, or the Mayor of the City of Wilmington, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

A. time limits for the processing of grievances; and,

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

Section 37.2. Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they, the grievance(s), had properly progressed prior to the emergency.

ARTICLE 38 – SCOPE OF BARGAINING

Section 38.1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the FOP and all prior agreements, practices and policies, either oral or written, are hereby canceled.

Therefore, the Employer and the FOP, for the life of this Agreement, each voluntarily and unequivocally waive the right, and each agree that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE 39 – REQUIRED INOCULATIONS

Section 39.1. The Employer shall provide, at no cost to the employee, Hepatitis B (HBV) and Rabies vaccinations (either HDCV or PCEC) for all bargaining unit employees. Arrangements for Hepatitis and Rabies vaccinations shall be made within thirty (30) days after completion of the employee's probationary period.

Section 39.2. After completion of the series of Hepatitis vaccinations the Titer Level of each bargaining unit employee will be checked and maintained. The Employer shall provide, at no cost to the employee, re-vaccinations for Hepatitis, as recommended by the local medical authority, Clinton Memorial Hospital, and will be based upon a tested Titer Level determination on an individual basis for each employee. The City shall request the aforementioned Titer Level determination on each bargaining unit member from Clinton Memorial Hospital be in writing and keep the written determination on file for reference in keeping the bargaining unit member's Titer Level maintained. Information regarding testing, vaccination will be kept in the employee's medical file.

Section 39.3. The Employer shall provide, at no cost to the employee, re-vaccinations for Rabies, as recommended by the local medical authority, Clinton Memorial Hospital.

Section 39.4. A bargaining unit member may be excused from receiving the Hepatitis and/or the Rabies vaccination(s) if he can show why he should not receive the shots for a medical reason verified by a Licensed Medical Practitioner. The employee will submit to such medical examination, which the Employer deems necessary to verify the employee's claim.

Section 39..5 Within fourteen days following the execution of this Agreement, the Union shall provide the Employer with a list of names of all current bargaining unit employees who request to

be excused, as provided for in Section 39.4, from receiving the initial Hepatitis and/or Rabies vaccinations .

ARTICLE 40 – DISPATCHING TRAINING

Section 40.1. Officers shall not be required to dispatch except under emergency circumstances declared by the President, Governor or Mayor.

ARTICLE 41 - FLASHLIGHT

Section 41.1. The City shall issue each patrol officer flashlights, batteries and bulbs for use on duty. Upon written request on the standard IOC form to the shift supervisor, the City shall also supply replacement flashlights, batteries and bulbs. The flashlight, batteries and/or bulb being replaced must be surrendered to the City at the time of replacement. The Chief of Police shall choose the type of equipment purchased by the City.

ARTICLE 42 - BIDDING

Section 42.1. All shifts shall be bid by seniority.

The Chief of Police shall post all shift schedules for bidding to be effective on January 1 of each year, except for any shift schedule which the Chief assigns for a valid business reason. The City will assign shifts in accordance with bids, accordingly from most senior officer to the least senior officer. Should no senior officers desire the vacant position it shall then be assigned to the least senior officer.

ARTICLE 43 – DRUG FREE WORKPLACE AND DRUG/ALCOHOL TESTING

Section 43.1. DEFINITIONS

A. Employee means any bargaining unit member.

B. Employer means the City of Wilmington, Ohio.

C. Controlled substance means a controlled substance contained in Schedules I though V of Section 202 of the Controlled Substance Act (21 USC 812; or as defined in 3719.01 ORC).

D. Conviction means any finding of guilt, [includes a plea of nolo contendere (no contest) or the imposition of a sentence, or both], by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

E. Criminal drug statute means a Federal, State or local criminal statute or ordinance involving the manufacture, distribution, dispensing, use or possession of any controlled substance.

F. Reasonable suspicion is defined as an apparent state of facts and or circumstances found to exist on inquiry by the supervisor which would warrant a reasonable, prudent person to believe the employee was under the influence of drugs/Narcotics/alcohol.

Section 43.2. Drug-Free Workplace Article.

A. It is the policy of the City of Wilmington to maintain a safe and productive "Drug-free" workplace for its employees; employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance.

B. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or alcohol by any employee which takes place in the workplace is strictly prohibited and will result in criminal prosecution and employee discipline.

C. Any employee convicted of any Federal or State criminal drug statute must cause the Employer to be notified in writing of that fact within five (5) calendar days of the conviction. Notification by the employee shall not excuse such employee from possible disciplinary action, including termination of employment, in accordance with Article 10 of this Agreement. Any employee who fails to notify the Employer within five (5) calendar days of the conviction will be terminated from employment, forever barred from future employment by Employer.

D. Any employee who reports for duty in an altered or impaired condition, which is the result in whole or in part of the illegal use of a controlled substance or alcohol, will be subject to disciplinary action. Any decision to take disciplinary action may be held in abeyance pending the successful completion by the employee of a drug/alcohol rehabilitation program approved by the Employer. The Employer may hold disciplinary action in abeyance while an employee participates in drug/alcohol rehabilitation. Employee participation in a drug/alcohol rehabilitation program will remain confidential to the extent permitted by Ohio's Open Records Act and pertinent Federal authority. However, the Employer's authorization for the employee to participate in a drug/alcohol rehabilitation program under this subsection (2.d) is conditioned upon the employee's execution of a release (or releases, if periodic releases are necessary) authorizing the entity administering the program to disclose information regarding the employee's progress in the program to the Employer. Such release must satisfy the requirements of Federal and State law.

Section 43.3. Distribution of Drug-Free Workplace Article.

A. All bargaining unit members will receive a copy of the City's Drug-Free Workplace Statement and its Drug-Free Workplace and Drug/Alcohol Testing Article and will be required to sign for receipt of those copies which will become a permanent part of the employee's personnel file.

B. All current employees will be asked to voluntarily sign a statement supporting the strict enforcement of this section.

C. All bargaining unit members will be given notice that the City reserves the right to order employees to submit to drug testing in accordance with this Article.

Section 43.4. Employee Drug /Alcohol Testing.

A. The Employer reserves the right to require employees, as a condition of continued employment, to submit to physical examinations including blood or urine tests for alcohol, illegal drugs, or the misuse of legal drugs where there is reasonable suspicion that an employee's work performance is affected by the condition. The Mayor or his/her designee shall base reasonable suspicion as defined by this Article on reliable and verifiable information provided to him/her.

B. Any employee whose actions or failure to act contributes to an accident, or cannot be completely discounted as a contributing factor to an accident, must be administered a drug/alcohol test. For purposes of this paragraph, an "accident" shall mean an occurrence associated with the operation of a motor vehicle or other motorized equipment in which an individual dies, is injured, or property is damaged. The blood or urine sample for such drug/alcohol test shall be collected immediately, or as soon thereafter as the Employer can implement testing after the accident.

C. The Employer reserves the right to administer random drug and/or alcohol testing. All City Employees will have equal probability of being selected for testing, but testing will be conducted through a citywide, multiple-pool system. All bargaining unit employees will be placed in a pool consisting solely of bargaining unit employees. Employees will remain in the pool throughout the process. All testing will be subject to the conditions as set forth in Section 44.5 of this Article.

> Random Drug and Alcohol: In accordance with Section 44.5, the number of tests to be performed in the bargaining unit employees' pool annually will not exceed 50% of the number of members of the bargaining unit.

D. The Employer will not use the results of a test conducted pursuant to this Article for criminal purposes. However, the parties agree that the Employer will respond if test results are subpoenaed, or requested through other legal discovery, or information requests are made.

Section 43.5. Drug/Alcohol Test.

A. For purposes of the Drug Testing Article, "drug test" shall mean any substance abuse test conducted under this section in conformity with the "Mandatory Guidelines for Federal Workplace Drug Testing Programs."

B. Upon direct orders by the Employer pursuant to this Drug Testing Article, the employee shall, at the expense of the City, submit to such test, and, upon request, the employee will sign an appropriate release form authorizing withdrawal of a specimen of blood or urine and the release of test results to the Employer.

C. Refusal by an employee to submit to a test under this Drug Testing Article, as instructed, or the refusal to sign a release form, as ordered, or the failure or refusal to provide either a specimen of urine or blood, as ordered, shall constitute a presumption of impairment and may result in such employee's discipline.

D. Any employee whose drug test results are positive may insist upon a second test of the original blood or urine specimen at the Employer's expense. In order to ensure measures are taken to permit a third test, an employee must notify the Employer that the employee seeks to preserve a sample for a third test in advance of the drawing of the employee's blood and/or urine sample.

E. Prior to supplying the blood and/or urine sample for testing in accordance with the foregoing Sections, the employee may request that a third sample be taken from the specimen and sent to a drug testing facility of the employee's choice. The facility must perform drug tests in conformity with the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" as promulgated by the U.S. Department of Health and Human Services (53 FR 11170), as may be amended, and must adhere to those regulations in performing the test in question here. The employee is responsible for all costs associated with this test, including, but not limited to, any expenses incurred by the facility in obtaining and maintaining the sample for this test.

F. Any bargaining unit employee who has been ordered to undergo blood or urine testing may, upon timely request, be accompanied to the testing site by any steward or co-worker. No test will be delayed due to the tardiness of the employee's representative or co-worker.

G. To the extent permitted by law, results of all tests administered pursuant to this Drug Testing Article shall constitute medical information and shall not constitute a public record.

H. No bargaining unit member will be called in for testing of drug or alcohol while that member is on any type of leave or time off. However, employees may not schedule leave for any period of time after learning that they will be subjected to testing under this Article during that period.

I. The maximum accepted tolerance for alcohol will be .04.

Section 43.6. Distribution of Article. Each employee will receive annually an information package containing:

1. Information concerning the dangers of drug/alcohol abuse in the workplace;

2. A current copy of the City's published statement;

3. A current copy of the City's Drug-Free Workplace Article;

4. A current copy of the City's Drug Testing Article;

5. Information concerning any available drug/alcohol counseling, rehabilitation and employee assistance programs;

6. Information concerning the penalties that will be imposed for the breach of the City's Drug-Free Workplace Article;

7. Notice to the employee that any work-related conviction of any Federal, State or local criminal drug statute or ordinance must be reported in writing to the Employer within five (5) calendar days after such conviction.

Section 43.7. Training. All employees will receive annual training in the dangers of drug/alcohol abuse.

ARTICLE 44 – DISABILITY LEAVE

Section 44.1. If an employee has exhausted his accumulated sick leave balance and continues to be physically unable to perform the essential duties of his position due to a nonoccupational injury or illness, such employee may apply to the Police Chief for "Disability Leave" without pay for a period not to exceed six months. An employee seeking disability leave, unless he is physically unable to do so, must submit a written request not less than two weeks before the first day of the desired leave. The request shall include a statement from a qualified, Licensed Medical Physician stating the nature of the employee's illness or disability and giving the physician's estimate as to the length of time the illness or disability will continue. The City, through the City Doctor or other Licensed Medical Practitioner selected by the City, shall determine whether or not to grant requests for disability leave. Such decision shall be made based upon the City Doctor's professional judgment whether or not the employee is able to perform the duties of his or her position. In deciding whether to grant disability leave, the City reserves the right to require employees who submit requests for leave to undergo a physical examination by a physician selected by the City. The City will pay for such examination if it is required. Abuse of this leave provision shall be grounds for disciplinary action. Nothing in this section precludes the City from requiring an employee to be placed on disability leave if the City Doctor determines that the employee is unable to perform all of his or her duties.

Section 44.2. An employee who is granted a disability leave shall accrue seniority within the City during such period of absence, but shall not accrue sick leave, vacation leave or other benefits. All insurance benefits shall continue for up to six months.

Section 44.3. An employee who has been granted such disability leave may return to work upon presentation to the City written certification from a qualified, Licensed Medical Physician that such employee is fully capable of performing the essential duties of his or her position. An employee's application for reinstatement must be made no less than two weeks before he intends to return to work. In determining whether an employee shall be allowed to return to work, the City reserves the right to require the employee to undergo a physical examination by a physician selected by the City. The City will pay for such examination and travel expenses if it is required.

Section 44.4. The City shall have the discretion to eliminate any time requirements contained in this Article.

ARTICLE 45 – NOTIFICATION OF TIME CARD CHANGE

Section 45.1. If any person having the authority changes any time card, hours worked or otherwise refuses to pay for any hours or overtime hours noted by the member, the member shall be notified in writing immediately when it is done.

ARTICLE 46 – PRODUCTIVITY STANDARDS

Section 46.1. Employees will be subject to reasonable productivity standards which will be issued in writing from time to time.

Section 46.2. The Employer may not discipline an employee more than once during any six month period for violating productivity standards.

Section 46.3. The Employer will consider the overall productivity during each six month period in determining the appropriate discipline.

Section 46.4. Discipline for violating or failing to meet productivity standards shall be progressive.

Section 46.5. The Union may raise, in any disciplinary hearing, the reasonableness of the standards, the progression of the discipline, or just cause.

ARTICLE 47 – DURATION

Section 47.1. The provisions of this Agreement shall be effective upon execution by the parties, except as otherwise specifically provided, and shall remain in full force and effect from January 1, 2010 through December 31, 2012.

Section 47.2. If either party desires to modify or amend 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, and no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be certified by mail with return receipt requested. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent. All other provisions of ORC 4117 shall apply unless otherwise mutually agreed upon.

Section 47.3. The Parties agree to re-open this Agreement for Article 18 – Wages effective November 1, 2010 for 2011 and 2011 for 2012. The Parties acknowledge that the Dispute Resolution Procedures under 4117.14 are available to the parties if impasse is reached in either 2010 or 2011 re-opener.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 3rd day of June, 2010

FOR THE CITY OF WILMINGTON

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

APPROVED TO FORM:

Approved and journalized by the Wilmington City Council on _____, 20__, by Ordinance Number _____.

APPENDIX A: WAGE SCALE

2010*	STEP A YEAR 2	STEP B YEAR 3	STEP C YEAR 4
HOURLY	$17.911	$20.077	$22.501
ANNUAL	$37,255.	$41,760.	$46,802.

NOTE: Hourly rates were computed by increasing the previous year's rates by 3%; the annual rates were computed by multiplying the rounded hourly figure shown in the table by 2080 hours, and rounding to the nearest dollar.

*** Although noted as the 2010 scale, this is the 2008 scale that was in effect for employees in 2008 and 2009. This scale continues the wage freeze for 2010. In 2008 and 2009 employees received step increases if they were eligible. This scale provides that no step increases will be given in 2010.**

Blaugrund, Herbert, Kessler, Miller, Myers & Postalakis

I N C O R P O R A T E D

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June 11, 2010

State Employment Relations Board
65 E. State Street
Columbus, Ohio 43215-4213

Re: *Collective Bargaining Agreement*
City of Wilmington and Fraternal Order of Police, OLCI (Patrol Officers)
January 1, 2010 to December 31, 2012

Dear Sir or Madam:

Enclosed please find the original and four copies of the CBA referenced above. Please retain the number of copies that you require and return the remainder to me in the envelope provided for that purpose.

If you have questions, please do not hesitate to contact me.

Very truly yours,

Janice J. Williams
Legal Assistant

Enclosures

STATE EMPLOYMENT RELATIONS BOARD
2010 JUN 14 P 1:50