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AGREEMENT

BETWEEN

HUBER HEIGHTS

AND

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

COMMAND UNIT

June 28, 2011 through June 27, 2014

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ARTICLE 1
AGREEMENT

Section 1.1. Agreement. This Agreement, is by and between the City of Huber Heights, Ohio, hereinafter referred to as the "City" or "Employer" and the Fraternal Order of Police, Gary Sherman Lodge 161, The Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "Lodge" or "Labor Council".

Section 1.2. Purpose. The purpose of this Agreement is:

A. 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.

B. To prevent interruptions of work and delivery of service to the citizens of Huber Heights.

C. To establish a procedure for the resolution of grievances.

Section 1.3. Modification of Agreement. The express provisions of this Agreement may be changed only by mutual agreement between the parties, reduced to writing, dated, and signed by the parties to this Agreement.

Section 1.4. Savings Clause. This Agreement supersedes and replaces all pertinent statutes, ordinances, resolutions, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. Should any portion of this Agreement contained herein be declared invalid by operation of law or by a court of competent jurisdiction, such invalidation of said part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In addition, within thirty (30) calendar days following the effective date of such declaration of invalidity, the parties shall meet in good faith negotiations to attempt to modify such provision to comply with applicable law.

Section 1.5. Waiver in Case of Emergency. In cases of emergency declared by the President of the United States, the Governor of the state of Ohio, the Montgomery County Sheriff, the City Manager of Huber Heights, or any other authorized governmental official, for acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer

A. Time limits for the processing of grievances; and

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

Section 1.6. Waiver of Bargaining. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties agree that for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or

ARTICLE 2
RECOGNITION

Section 2.1. **Recognition.** The City recognizes the Labor Council, as identified in Section 1.1 of this agreement, as the sole and exclusive bargaining representative with respect to wages, hours, and other terms and conditions of employment for all full-time employees that were certified by the State Employment Relations Board in Case Number 84-RC-07-1635, as amended on October 9, 1985 in case numbers 85-AC-06-3881 and 85-AC-06-3882, in the following unit:

Included: All Full-time Law Enforcement Officers with the rank of Sergeant, and Lieutenant employed by the Police Department, City of Huber Heights, Ohio.

Excluded: Chief of Police, Patrol Officers, Detectives, Corporals, Dispatchers, Clerks/Secretaries, Chiefs Secretary, and all other employees.

Section 2.2. **Other Positions.** Any new, full-time sworn positions within the department shall be subject to challenge by the Labor Council to the State Employment Relations Board, for inclusion or exclusion as bargaining unit members, pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

ARTICLE 3
LODGE/LABOR COUNCIL SECURITY

Section 3.1. **Dues Deductions.** The Lodge and Labor Council will notify the City in writing of the dues it charges and its current membership, and will update this information as needed to be accurate. The Labor Council shall provide at least thirty (30) days written notice to the Director of Finance of the amount of Labor Council dues and /or representation fee to be deducted from the wage of employees in accordance with this section. Any change in the amount determined will be provided to the Director of Finance at least thirty (30) days prior to its implementation. Said change is to be made only by proper written notice from the Labor Council and shall not be made more than twice a calendar year. Exceptions may be made upon written requests from the Labor Council and the written approval by the City Manager.

The Lodge/Labor Council shall obtain from the employee a completed check-off authorization form which shall conform to the respective state and federal laws concerning that subject, or any interpretation made thereof. The City's Director of Finance may return an incomplete or incorrectly completed form to the Labor Council and no check-off shall be made until such deficiency is corrected.

The Director of Finance will withhold the Labor Council membership dues of any Labor Council member from the available wages earned by such Labor Council member bi-monthly, and transmit the same to the Labor Council, 222 East Town Street, Columbus, Ohio, 43215, within thirty (30) days after the last deduction for the month, upon presentation of written authorization from the Labor Council member (Appendix "A" is a current example).

The Director of Finance will withhold the Lodge membership dues of any Lodge member from the available wages earned by such Lodge member bi-monthly, and transmit the same to the designated lodge official within thirty (30) days after the last deduction for the month, upon presentation of written authorization from the lodge member.

The City shall check off only obligations which become due at the time of check-off and will make check-off deductions only if the employee has enough pay due to cover such obligation, and will not be responsible to the employee if the employee has duplicated a check-off deduction by direct payment to the Labor Council.

The City's remittance will be deemed correct if the Lodge/Labor Council does not give notice, in writing, to the Director of Finance within four (4) weeks after a remittance is sent, with reasons stated therefore, that the remittance is incorrect.

No other employee organization's dues shall be deducted from the pay of any bargaining unit member during the life of this Agreement.

Section 3.2. Indemnification. The Lodge and Labor Council shall indemnify and save the City harmless against any and all claims that shall arise out of or by reason of action taken by the City in reliance upon the Authorization for Dues Deduction. The Lodge/Labor Council assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Lodge/Labor Council.

Section 3.3. Lodge/Labor Council Membership. It shall not be a condition of employment for any employee to either acquire or maintain membership in the Lodge or the Labor Council. Any employee who is a member of the Lodge or Labor Council may withdraw authorization for dues deduction by the City by directing a request thirty (30) days in advance, in writing to the City Finance Director with a copy to the Lodge or Labor Council.

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

A. Resignation or discharge of the employee;

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

C. Revocation of the dues deduction authorization.

Section 3.4. Fair Share Fee. All Bargaining Unit members who are not members of the Labor Council, shall pay the Labor Council, through payroll deduction, a fair share fee as provided for and determined by the provisions of Section 4117.09(C) of the Ohio Revised Code. The fair share fee is automatic and does not require any employee to become or remain a member of the Labor Council, nor shall the fair share fee exceed the dues paid by members of the Labor Council. The Labor Council will certify to the City the amount of the fair share fee. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of the cost of collective bargaining, contract administration and pursuing matters directly affecting wages, hours and other terms and conditions of employment of bargaining unit employees. The City shall implement the fair share deductions subject to the provisions of this section. The Labor Council represents to the City that it has in place a rebate and challenge procedure, which complies with Section 4117.09(C) of the

Council agrees to abide by all rules and decisions of the State Employment Relations Board or the courts in regard to the fair share fee deductions.

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

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

Section 3.5. Bulletin Boards.

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

    1. Recreational and social events.
    2. Elections and election results.
    3. General membership meetings and other related business meetings.
    4. General Lodge and Labor Council business of interest to members.

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

    1. Personal attacks upon any City employee.
    2. Scandalous, scurrilous or derogatory attacks upon management;
    3. Attacks on any other employee organizations;
    4. Any obscene or ethnic material;
    5. Any political material containing partisan or non-partisan issues.

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

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

Section 3.7. Place for Meetings. Meetings of the Committees of the Lodge and Labor Council will be permitted on City property when and where work is not interrupted by such meetings, and when such meetings are not held during the regularly scheduled duty hours of the

participants on the day in question. The Lodge and Labor Council will work with the City to identify space in the police department for such meetings.

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.1. Management Rights. The Lodge and Labor Council recognize that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct or supervise the operations of the Huber Heights Police Department and its employees are vested solely and exclusively in the Employer.

Nothing contained herein shall be considered to deny or restrict the City of its rights, responsibilities, and authority under the laws of the State of Ohio or any other national, state county, district, or local laws or regulations as they pertain to conducting the affairs of the City. Those rights include, but are not limited to the following:

A. To 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 Employer, standards of services, its overall budget, utilization of technology, and organizational structure;

B. To direct, supervise, evaluate, or hire employees;

C. To maintain and improve the efficiency and effectiveness of operations and programs;

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

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

F. To determine the adequacy of the work force;

G. To determine the mission of the Department as a unit of City government;

H. To effectively manage the work force;

I. To take action to carry out the mission of the Employer as a governmental unit.

Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of City policy, the operation of the City and the direction of the employees are vested ultimately in the City Manager and delegated exclusively to the Chief of Police.

ARTICLE 5
NON-DISCRIMINATION

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

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

Section 5.3. Gender. All references to employees in this Agreement designate both sexes, and wherever either gender is used, it shall be construed to include male and female employees.

ARTICLE 6
LODGE/LABOR COUNCIL BUSINESS

Section 6.1. Lodge/Labor Council Business. The Lodge/Labor Council agree that except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in union activity during working hours. The City, the Lodge and the Labor Council agree to work toward the goal of scheduling meetings at a date and time which minimize the loss of manpower to Department.

Section 6.2. Representation. The Labor Council may select one (1) Representative and one (1) alternate Representative to act in the absence of the Representative, for this bargaining unit. The Labor Council shall notify the City in writing of the names of the Representatives and will promptly update such names as necessary to be accurate. Only those Representatives listed by the Labor Council in writing will be permitted to conduct business on behalf of the Labor Council.

Section 6.3. Grievance Investigations. A Labor Council Representative may investigate grievances as defined herein and formal disciplinary action, once it has been issued by the City. To the extent practicable, such investigation will be conducted so as not to interfere with normal duty hours of the Labor Council Representative or any other Bargaining Unit Member. With the prior permission of the Chief of Police or designee, the Labor Council Representative may be allowed reasonable time without loss of pay for such investigation. Permission will not be unreasonably denied.

Section 6.4. Labor Council Release Time. The City will make provisions for a total of twenty-four (24) hours authorized leave annually for Labor Council Officials (or designees) and twenty-four (24) hours authorized leave annually for Lodge officials (or designees) to attend conventions or other major business meetings. An employee may use such leave in half-hour (1/2) increments or more. Partial increments will be "rounded up" to the next complete half hour. (For example, forty-five minutes will be "rounded" to one hour and twenty minutes will be "rounded" to one-half hour.) The above time off for such officials (or designees) shall be time off with full pay at no expense to the employee's accrued leave time.

Officials of the Lodge/Labor Council shall, at least thirty (30) days prior to the date of the function submit notice to the Chief of Police identifying the function, certify the member attending, and indicate the starting and ending date and applicable scheduled hours for each employee. The Chief will approve the request within three working days after receipt, provided Division Operations will not be unreasonably affected on the scheduled days in question.

Section 6.5. **Negotiations.** The Labor Council will identify the members of its negotiating team at the time it provides the City with written notice of a desire to renegotiate terms of this Agreement. No more than three (3) Officers shall be included on the Labor Council negotiating team. The City will transfer any member working shifts other than day shifts to day shifts on the days negotiations take place and allow members of the Labor Council negotiating team time without loss of pay to participate in negotiation meetings with the City. If an agreement is not reached through negotiations, including mediation, the City will allow time without loss of pay for meetings called by the Fact Finder or Conciliator for only the Labor Council's Chief Negotiator (or designee) and the other members of the Labor Council's negotiating team.

Section 6.6. **Labor Council Staff Representative.** The Business Staff Representative may consult with employees before the start of or at the completion of the day's work. Such representative shall be permitted in the assembly area at all reasonable times only for the purpose of adjusting grievances, assisting in the settlement of disputes, and for the purpose of carrying into effect the provisions and aims of this Agreement. However, the Representative must notify management when such representative will be present in the assembly area. The staff representative shall not disrupt the normal operation of the Police Department.

ARTICLE 7
NO STRIKE/NO LOCKOUT

Section 7.1. **No Strike.** During the life of this Agreement, the Labor Council shall not cause, authorize, sanction or condone, nor shall any member of the Labor Council take part in any strike, sit-down, stay-in, slow-down, work stoppage, curtailment of work, concerted use of paid leave time, restriction of work, or interference with the operations of the Police Department or City of any kind for any reason, including a labor dispute between the City and any other labor organization.

The Labor Council agrees that it (and its officers) will take prompt affirmative action to prevent or stop unauthorized strikes, sit-downs, slow-downs, work stoppages, curtailment of work, concerted use of paid leave time, restrictions of work or interference with the operation of the Police Department or City by notifying the Employees and the public in writing that it disavows these acts. The Labor Council further agrees that the Chief of Police and the City have the right to discipline (including discharge) any or all employees who violate this Article, except that the Grievance Procedure shall be available to such employees only to contend that they had not participated or engaged in such prohibited conduct.

Section 7.2. **No Lockout.** During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout of the bargaining unit employees.

ARTICLE 8
LABOR-MANAGEMENT COMMITTEE

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

Section 8.2. **Agenda.** The party requesting the meeting shall furnish an agenda with the request for the meeting. The Labor Council will furnish the names of the employees who will be attending.

Section 8.3. **Meetings /Attendance.** The time, date and location of meetings shall be mutually agreed upon by the City and the Labor Council. Employee representatives attending Labor/Management meetings shall not suffer a loss in pay for hours spent in such meetings, if held during the employee's regular scheduled hours of work. Meetings may be rescheduled to avoid shift coverage on an overtime basis.

ARTICLE 9
GRIEVANCE PROCEDURE

Section 9.1. **Grievance Defined.**

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

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

   2. The discipline of any Bargaining Unit Member; or

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

B. A group grievance is a grievance as defined in Paragraph A above, which uniformly affects a group of employees. The group will be comprised of only those bargaining unit members who sign the grievance when it is first presented in writing.

C. Grievances involving the equivalent of verbal and written reprimands may be grieved up to the City Manager, but are not subject to the arbitration procedure.

D. Grievances involving lost time, lost pay or demotion shall be submitted directly to Step Three.

Section 9.2. Jurisdiction. Nothing in this section is intended to deny a Bargaining Unit Member or the Labor Council any rights available at law to achieve redress of their legal rights. However, suspensions, reductions in rank, and discharges are subject to this Grievance and Arbitration Procedure and may not be the subject of a civil service appeal. Once the bargaining unit member or the Labor Council elects a remedy through some other official body (and that body takes jurisdiction), they are thereafter denied the remedy of the Grievance Procedure provided herein. However, to the extent a grievable grievance matter is or can be made the subject of a related SERB unfair labor practice charge, the parties agree that deferral to arbitration will in all cases be the preferred remedy in that the resolution of the matter through arbitration will serve as the sole exclusive remedy.

Section 9.3. Procedure. All employees will make an earnest and honest effort to settle differences and disputes with their immediate supervisor without filing a grievance. In the event that an agreement cannot be reached, then the following steps shall be taken with respect to any grievance. Grievances will be settled at the earliest possible step of the procedure. Any grievance not initiated or taken to the next step within the time limits specified herein will be considered to be resolved. Any answer to a grievance that has not been timely filed shall permit the Labor Council to appeal the grievance to the next higher step in the grievance process. Time limits for invoking the next higher step in the grievance procedure shall commence on the date the grievance answer is due. The Bargaining Unit Member must proceed through all steps of the grievance procedure in a proper order and within the prescribed time limits, except as otherwise provided in this procedure. A grievant may have a Labor Council representative, or may waive the right to have one present at any step of the procedure.

Step One: An employee having an individual grievance will first attempt to resolve it informally with the supervisor whose actions gave rise to the incident. Such attempt at informal resolution shall be made by the employee with or without Labor Council representation, within seven (7) days following the events or circumstances giving rise to the grievance having occurred, or within seven (7) days of when the events or circumstances should have become known to the employee. At this step, there is no requirement that the grievance be submitted in writing. If a supervisor grants a grievance at verbal levels, written acknowledgment of granting such grievance must be furnished. If the employee is not satisfied with the oral response from the supervisor, which shall be given within three (3) days of the submission of the grievance at this step.

The grievance may be referred to Step Two of the grievance procedure within five (5) days after receipt of the decision rendered in Step One.

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

Step Three: If the grievance is not resolved in Step Two, it may then be appealed by the employee to the City Manager. Within seven (7) workdays, a mutually agreeable date shall be scheduled for said hearing. Each party may have a representative and

any necessary witness present for the hearing. The City Manager (or designated representative) will answer the grievance within seven (7) workdays after the hearing has concluded. If the City fails to reply within the above time limit, the grievance may be referred to the next step by the Labor Council within seven (7) workdays.

Step Four: If the grievance is not satisfactorily resolved at Step Three, the grievance may be appealed by the Labor Council to arbitration pursuant to the terms of this Step Four.

A. Notice of the appeal to arbitration must be served on the City Manager in writing within twenty-one (21) calendar days after the written answer was given at Step Three. Either party, within ten (10) calendar days thereafter, may request a panel of nine (9) arbitrators from the Federal Mediation and Conciliation Service (FMCS), or other similar service. The parties shall alternately strike the names of arbitrators until only one (1) name remains. Each party has the right to reject one submitted panel and request another. The parties may, by mutual agreement, select an arbitrator without requesting a panel from the FMCS or other similar service. A date for arbitration shall be set in accordance with the wishes of the parties and the availability of the arbitrator.

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

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

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

Section 9.4. Extensions of Time. Upon the mutual agreement of the parties expressed in writing, the time limits set forth in this Article may be extended or the steps herein waived. All time periods cited in this article shall be interpreted to exclude Saturdays, Sundays, and legal holidays. Except as otherwise expressly provided "days" as listed in this procedure shall be working days for the moving person at each step.

Section 9.5. Content of Grievances. All written grievances must contain the following information on a Labor Council Grievance Form to be considered.

A. Aggrieved employee's name and signature.

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

C. Date grievance was filed in writing.

D. Date and time grievance occurred.

E. Location where the grievance occurred.

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

G. The specific sections of this Agreement which are alleged to have been violated, misinterpreted or misapplied.

H. Desired remedy to resolve the grievance.

ARTICLE 10
INVESTIGATIONS, INTERVIEWS AND DISCIPLINE

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

Section 10.2. Police Investigations Procedures. The City will use the existing chain of command structure to clarify complaints or allegations regarding members of the Police Department. In general, unless a special Grand Jury has been convened, the Police Department will be used to investigate complaints or allegations against employees unless the Chief defers to other qualified law enforcement agencies. Any criminal investigation will first be prefaced by a review of the complaint or allegation by the Chief of Police.

Section 10.3. Internal Investigations.

A. Employees shall be notified in writing at the beginning of a formal internal investigation unless such notification would jeopardize such investigation.

B. Employees will be paid for the time during which they are being interviewed. The interviews will be held at the Police Division, or at a location designated by the Chief of Police. An employee will be permitted to have a Labor Council representative and/or legal counsel present during an interview, should the employee feel such interview could lead to discipline.

C. The employee shall be informed of the nature of the investigation prior to questioning and shall be informed to the extent known at that time, whether the investigation is focused on the member for potential disciplinary charges.

D. The Chief of Police shall be updated in writing every forty-five (45) days an investigation is still open. The Chief shall report the status of such investigations to the Labor Council within three (3) days.

E. When the City orders an employee to provide information in an investigation, such information may not be used in any criminal proceedings against the employee. Such information may be used by the City in taking action and in defending such action with respect to discharge or discipline of the employee. Before an employee may be charged for refusal to answer questions or participate in an investigation, the employee shall be advised that refusal to answer such questions or participate in such investigation may be the basis of such a charge, in itself.

F. An employee may be required, at City expense, to undergo alcohol and/or substance abuse testing in accordance with Article 14 of this Agreement, and/or a fitness for duty evaluation, which may include both physical and mental fitness.

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

H. An employee may be given a polygraph examination or a voice stress examination if the Chief has reason to believe the employee is a witness to an incident or occurrence being investigated; at the employee's written request directly to the Chief; or if the employee is a focus of an investigation specifically related to the performance of the employee's official duties. An employee shall not be disciplined based solely on the results of such examination.

I. An employee, who has been under investigation, will be informed of the outcome of the case within seven days following the conclusion of the investigation, culminating with the concurrence of the Chief of Police.

Section 10.4. Discipline.

A. No employee shall be disciplined, reduced in pay or position, suspended, or discharged, without just cause. The City agrees to begin the disciplinary process within ten (10) calendar days of receipt of knowledge of any act requiring discipline or within ten (10) calendar days of the conclusion of an investigation that results in discipline. The time limits for commencing discipline shall be extended in cases of pre-approved vacation and leave days. Documented warnings and reprimands that do not involve a reduction in pay or position, suspension, or discharge are not appealable to binding arbitration.

B. The principles of progressive disciplinary action normally shall be followed with respect to minor offenses. It shall be corrective in nature, and applied in a uniform manner. Normal progressive discipline shall consist of, but not be limited to, a documented verbal warning, written warning, written reprimand, short-term unpaid suspension [one (1) to ten (10) days], a long-term unpaid suspension, (more than ten (10) days), reduction in rank and discharge. A letter of counseling will be considered pre-disciplinary in nature, and will not be subject to the grievance procedure.

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

D. The City agrees not to suspend without pay, demote or discharge an employee without first conducting a hearing. The hearing will be held among the City, the employee, and a

Labor Council representative if the employee so desires. A copy of the charges will be sent to the employee not less than three (3) working days prior to the date of the hearing.

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

F. No public disclosure shall be initiated by the City of any disciplinary action taken or proposed against a Bargaining Unit Employee unless and until criminal charges have also been filed. Nothing in this section shall preempt and/or violate State or Federal law.

G. The Labor Council recognizes that the Employer may take disciplinary action for actions occurring while the employee is working off-duty details, while wearing the uniform of the Employer, or while off duty representing themselves as an employee of the Employer.

Section 10.5. Effect of Disciplinary Action.

1) Oral Reprimands. Records of oral reprimands shall cease to have force and effect or be considered in future discipline matters nine (9) months after their effective date, providing there are no intervening disciplinary actions taken during that time period.

2) Written Reprimand. Records of written reprimands shall cease to have force and effect or be considered in future disciplinary matters fifteen (15) months after their effective date, providing there are no intervening disciplinary actions taken during that time period.

3) Suspensions/ Other Discipline. Records of suspension or any other discipline shall cease to have force and effect or be considered in future discipline matters thirty-six (36) months after their effective date, providing there are no intervening disciplinary actions taken during that time period.

ARTICLE 11
PERSONNEL RECORDS

Section 11.1. Access to Personnel Records. Upon written request to the Chief of Police, an employee shall have access to the employee's records during normal office hours of the records custodian. Such access to personnel records shall be within a reasonable time of said request. Such request shall not interfere with the employee's regularly scheduled working hours. Review of the records shall be made in the presence of the Chief or the Chief's designated representative.

Section 11.2. Copies of Personnel Records. An employee may copy documents in that employee's personnel records. The City may, at its discretion, charge reasonable copying cost to the employee for requested copies furnished to the employee.

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

in the employee's personnel file, within five (5) days of the employee's knowledge of such material in the file.

Section 11.4. Requests for Release of Personnel Records. To the extent allowed by State or Federal Law and by State or Federal Court Decisions, personnel records shall be considered as public records. Whenever a request for disclosure of a personnel record is made by a member of the public, notice of such request and the identity of the requestor, will be given to the affected employee(s). The employee may request a meeting with the keeper of the records to discuss any appropriate reason some records should not be released. In the event that the employee believes that some of the records should not be released, it shall be the responsibility of the employee to notify the Chief of Police or the City Manager of the concern. No personal family information shall be released to anyone except as may be required by law or ordered by a court.

ARTICLE 12
SENIORITY

Section 12.1. Definition.

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

B. **Bargaining Unit Seniority.** Bargaining Unit seniority shall mean an employee's length of continuous service in the Bargaining Unit classification based on the original date of appointment in the department or transfer into the department.

C. **Rank Seniority.** Rank seniority shall mean the length of continuous service in a rank commencing form the date of the employee's service in each rank and shall include the period of time occupying an equal or higher rank. Watch Commanders shall have rank seniority in the classification of Sergeant.

Seniority shall not be broken by approved leaves of absence or suspensions. Employees who are employed on the same date shall be placed on a seniority roster in alphabetical order of surnames.

Section 12.2. Seniority List. The Employer will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin board each year or when updated whichever is less. The names of all employees shall be listed on the seniority list in order of their last hiring date, and the date of entry into the department, starting with the senior employee at the top of the list. The City shall furnish a copy of the seniority list to the Labor Council when it is published.

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

A. Discharge;

B. Resignation;

C. Retirement;

D. Layoff for more than twenty-four (24) months or the length of the employee's seniority, whichever is less;

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

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

G. Absent without leave for three (3) consecutive working days unless later excused by the Chief of Police.

H. New full-time employment elsewhere without written permission.

ARTICLE 13
PROBATIONARY PERIOD

Section 13.1. Probationary Period Newly promoted bargaining unit employees are required to successfully complete a probationary period as follows:

A. The employee shall be on job probation in the promoted rank for a period of six (6) months. The purpose of the job probation is to give the City an opportunity to observe the employee at work in such classification and to form an opinion as to whether the employee has the ability, knowledge and skills required to satisfactorily perform the job duties. During the job probation, the employee may be demoted at any time the employee demonstrates the inability to satisfactorily perform the requirements of the job, or at the employee's request. If so demoted, the employee shall be returned to the last previous rank the employee permanently occupied. Such demotion is specifically excluded from the grievance procedure.

B. If an employee is not in active pay status during any period of time during the probationary period, then the time of such leave or inactive status is not counted as part of the probationary period. For the purpose of extending the probationary period, any leave of less than six (6) workdays will not be considered.

ARTICLE 14
SUBSTANCE TESTING

Section 14.1. Purpose of Policy. The purpose of this policy is to assure employees are fit for duty and to protect our employees and the public from the risks posed by the use of drugs and alcohol.

The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with the objective to maintain a drug and alcohol-free workplace. To further our commitment of maintaining a drug and alcohol-free workplace in order to provide a safe work environment for employees and safe service delivery to the public, it is our policy to:

A. Ensure that employees are not impaired in their ability to perform their work in a safe, productive manner,

B. Conduct pre-employment, reasonable suspicion, and post-accident drug and alcohol testing, and

C. Encourage employees to seek professional assistance any time alcohol or drug use adversely affect their ability to perform their work assignments.

Section 14.2. Employees Covered. This policy applies to all employees covered by this agreement.

Section 14.3. Prohibited Conduct.

A. "Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl (rubbing) alcohol. Employees must not consume alcohol:

1. On the job, during hours of work, during city meal periods (paid or unpaid), or during city rest periods, or

2. Up to four (4) hours following an accident or until the employee undergoes a post-accident test, whichever occurs first.

B. Alcoholic beverages may be served at City-organized and hosted functions only with the express written consent of the City Manager or designee. Employees working at the function are not to consume alcoholic beverages while on duty. Employees in approved social attendance at functions where alcohol is served may consume alcoholic beverages so long as this is done in proper moderation and with decorum.

C. "Controlled substance" means those substances identified as such in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) and as further defined by 21 CFR 1300.11 through 1300.15. Employees must not consume any controlled substance without a prescription from a licensed doctor of medicine or osteopathy. This includes: marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine.

D. Employees must not refuse to take a required drug or alcohol test. Refusal to take a test will be considered a positive test for purposes of this policy.

E. Employees must not be under the influence of or in possession of alcohol or drugs while on duty (except authorized, duty-related possession) and must not carry/store drugs or alcohol in any vehicle in which they are a passenger while on duty.

4) The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the City of Huber Heights workplace. An employee convicted of violating a criminal drug statute in the workplace must notify the Human Resources Director no later than five (5) working days after such conviction. The Human Resources Director will notify the U.S. Department of Commerce of the criminal violation within ten (10) working days.

Section 14.4. Legal Drugs. The appropriate use of legally prescribed medications and non-prescription medications is not prohibited. Employees are required to notify their supervisor prior to the use of any medication which may adversely affect their ability to perform their job.

In such case, the employee may be assigned to perform work that can be safely performed while using such medication or placed on paid sick or other paid or unpaid leave. If reasonable suspicion exists that an employee is under the influence of an illegal substance or alcohol, a reasonable suspicion test will be conducted. This information should be handled in a confidential manner, the same as any other medical information.

Section 14.5. Drug/Alcohol Testing. Drug/alcohol testing shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. Under no circumstances may the results of drug/alcohol screening or testing be released to a third party for use in a criminal prosecution against the affected employee. The City conducts the following types of drug/alcohol testing to determine if employees are in compliance with this policy and associated rules of conduct: pre-employment, reasonable suspicion, and post-accident. In addition, employees are tested prior to returning to duty after a positive drug or alcohol test and subject to follow-up testing conducted during the course of a rehabilitation program recommended by a substance abuse professional. A Medical Review Officer (MRO) reviews test results and determines which tests are positive and which are negative.

The City shall test for the following drugs: marijuana, amphetamines, opiates, phencyclidine (PCP), cocaine, barbiturates, benzodiazepines, methadone, methaqualone, and propoxyphene. An initial drug screen is conducted on each specimen. For those specimens that are not negative, a confirmatory gas chromatography/mass spectrometry (GC/MS) test is performed. The test is considered positive if the amounts present are above the minimum thresholds established in 49 CFR Part 40.

An alcohol concentration of .04 percent or greater is considered a positive alcohol test, and in violation of this policy.

If a drug or alcohol test produces a positive result, the City may take such actions as authorized in Section 14.6 herein. Sick leave and/or other paid leave may be used while participating in a rehabilitation program. Otherwise, the employee will be placed on leave without pay until return to work following a negative alcohol/ drug test and authorization by the SAP.

A. **Pre-Employment Testing.** The City of Huber Heights performs drug and alcohol testing on potential employees after a conditional offer of employment.

B. **Reasonable Suspicion Testing.** Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

1. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;

2. A pattern of abnormal conduct or erratic behavior;

3. Conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking. The employee is responsible for notifying the City, within five (5) working days, of any drug-related conviction;

4. Information provided by reliable and/or credible sources or independently corroborated regarding an employee's substance abuse;

5. Evidence that an employee had tampered with a previous drug test, and

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

The City representative must make a written record of the observations leading to a drug or alcohol test within twenty-four (24) hours of the observed behavior or before the test results are reported, whichever is earlier.

Any employee who demonstrates job performance impairments consistent with reasonable suspicion characteristics shall be relieved of duty with pay pending an investigation and testing of condition. In such case the employee shall be transported by City personnel to the sample collection location and to his/her home. Employees with a negative drug test and/or alcohol test below 0.04 will be returned to duty if not otherwise in violation of this policy.
Testing under this section may be for drugs or alcohol or both.

C. **Post-Accident Testing.** Post-accident testing will be conducted on employees whenever an accident occurs, regardless of whether there is an injury. An "accident" is an unplanned, unexpected or unintended event that occurs on City property, during the conduct of City business, during work hours, or which involves a City motor vehicle or motor vehicles used in conducting City business, or is within the scope of employment, and which results in any of the following:

1. A fatality of anyone involved in the accident; or

2. Bodily injury to the employee and/or another person that requires off-site medical attention away from the City's place of employment; or

3. Vehicular damage in apparent excess of $2,000, or

4. Non-vehicular damage in apparent excess of $2,000.

When such an accident results in one of the situations above, any employee who may have contributed to the accident will be tested for drugs or alcohol use or both.

D. **Drug/Alcohol Testing After an Accident.** Urine specimen collection (for drugs) or breath/saliva collection (for alcohol) is to occur as quickly as possible after a need to test has been determined. At no time will a urine specimen be collected after sixteen (16) hours from the time of an employment-related accident. Breath or saliva alcohol testing will be performed as quickly as possible, but no later than four (4) hours after the accident, or it will be documented but not performed. If the employee responsible for an employment-related accident is injured, it is a condition of employment that the employee grant the City the right to request that attending medical personnel obtain appropriate specimens (breath or urine) for the purpose of conducting alcohol and/or drug testing. Further, all employees grant the City access to any and all other medical information that may be relevant in conducting a complete and thorough investigation of the employment-

related accident including a full medical report from the examining physician(s) or other health care providers. A signed consent to testing form is considered a condition of employment. Any employee involved in an accident must refrain from alcohol use for four (4) hours following the accident, or until he/she undergoes a post accident alcohol test. Any employee who leaves the scene of an accident without justifiable explanation prior to submission to drug and alcohol testing is considered to have refused the test. The City reserves the right to determine who may have caused or contributed to an employment-related accident and may choose not to test after minor accidents if there is no violation of a safety or work rule, minor damage and/or injuries and no reasonable suspicion.

E. **Return-To-Duty Testing.** Any employee who has tested positive on a drug and/or alcohol test, and who was afforded the opportunity to return to work, must test negative for drugs and/or alcohol and be evaluated and released to duty by the Substance Abuse Professional before returning to work.

F. **Follow-Up Testing.** Any employee who has tested negative on a return-to-duty drug and/or alcohol test and been returned to duty shall be required to undergo frequent unannounced drug and alcohol testing during the period of time recommended by the Substance Abuse Professional. A maximum of four (4) follow-up tests shall be conducted within the twelve (12) months following the violation, which period may be extended up to one (1) additional year. Employees subject to follow-up testing will continue to perform their duties if not otherwise in violation of this policy.

G. **Who Pays for Testing.** The City shall pay for all reasonable suspicion, post-accident, return-to-duty, and follow-up drug and alcohol tests for employees. Employees shall reimburse the City through payroll deduction for all employee-requested confirmatory tests.

H. **Refusal to Submit to Testing.** A refusal to comply with a request for testing, submission of false information in connection with a test, or any attempt to falsify test results through tampering, contamination, adulteration, or substitution, shall be considered a refusal to submit to testing and will be treated the same as a positive test result. Refusal shall include an inability to provide a specimen or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test.

Section 14.6. Drug/Alcohol Treatment. Employees who have completed probation and who test positive for the presence of illegal drugs or alcohol will be referred to a Substance Abuse Professional (SAP) for evaluation. An SAP is a licensed or certified physician, psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of, and clinical experience in, the diagnosis and treatment of drug and alcohol-related disorders. The SAP will evaluate the employee to determine what assistance, if any, the employee needs to resolve problems associated with prohibited substance abuse or misuse of alcohol.

Under certain circumstances, including a positive drug and/or alcohol test, an employee may be required to undergo treatment for substance abuse. After the employee's return to duty after such evaluation and/or treatment, he/she must follow the rehabilitation program prescribed by the SAP, pass a return-to-duty drug and alcohol test(s), and be subject to unannounced follow-up tests for a period of at least one (1) year as determined by the SAP or as required by applicable

law. Any employee who refuses treatment when required, or fails to comply with the regimen prescribed by the SAP for treatment, aftercare, or return-to-duty, shall be subject to disciplinary action, up to and including termination of employment.

Section 14.7. Employee-Requested Confirmation Testing. An employee who questions the results of a required drug test may request that an additional test be conducted at a different USDHHS-certified laboratory. The test must be conducted on the split sample that was provided at the same time as the original sample. The cost of the second test will be borne by the employee, unless the second test invalidates the first.

The method of collecting, storing, and testing the split sample will follow Department of Transportation guidelines. The employee's request for a split sample test must be made to the Medical Review Officer (MRO) within seventy-two (72) hours of notice of the initial test result. Requests after seventy-two (72) hours will be accepted only if the delay was due to document able facts that were beyond the control of the employee.

Section 14.8. Confidentiality. Positive and confirmed laboratory reports or test results shall not appear in an employee's general personnel folder. Information of this nature will be secured in a separate confidential medical folder in the Department of Human Resources. The reports or test results may be disclosed to the City Manager and Chief of Police and shall be disclosed to the tested employee.
The City may disclose information required to be maintained pertaining to an employee to the employee or to the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual and arising from the results of an alcohol and/ or controlled substance test administered under this part, or from the employer's determination that the employee engaged in prohibited conduct (including, but not limited to, a worker's compensation, unemployment compensation, or other proceeding relating to a benefit sought by the employee).

ARTICLE 15
LAYOFF AND RECALL

Section 15.1. Layoff Notification. When the City determines that a long term layoff or job abolishment is necessary, they shall notify the affected employees thirty (30) 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.

Section 15.2. Layoff. The City shall determine in which classifications layoffs will occur and layoffs of bargaining unit members will be by classification. Within the police department, provisional employees shall be laid off first followed by part-time employees and then probationary employees. Bargaining unit members shall be laid off within each classification in order of departmental seniority, beginning with the least senior and progressing to the most senior up to the number of bargaining unit members that are to be laid off. When an employee is removed from a classification within the Department as a result of a layoff, the employee may be allowed to bump the least senior employee in the next lowest-payment classification as provided by rank seniority, providing the employee can perform the available work.

Section 15.3. Recall. The City shall create a recall list for each classification with layoffs for a period of twenty-four (24) months or for the bargaining unit member's length of seniority,

whichever is less. The City shall recall bargaining unit members according to seniority, beginning with the most senior employee in the classification and progressing to the least senior employee up to the number of employees to be recalled.

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

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

Section 15.6. Recall Probationary Period. Recalled bargaining unit members shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at layoff shall be required to finish such probationary period.

ARTICLE 16
RULES AND REGULATIONS

Section 16.1. Rules, Regulations, Policies and Procedures. The City agrees that Rules, Regulations, Policies and Procedures of the Police Department shall be furnished to all members of the bargaining unit in written form.

The Chief of Police agrees under normal circumstances to notify the Labor Council of any new or amended rules and regulations or general orders prior to their general issuance and upon request to discuss the matter with the Labor Council prior to general issuance thereof.

The Rules, Regulations, Policies and Procedures shall be applied and interpreted consistently by the City, taking into consideration the facts and circumstances of each situation in which they are applied and interpreted.

The City shall retain the sole right to establish, change, amend, and enforce rules for employees to follow; and the right to warn, reprimand, discharge, demote, suspend, or transfer any and all employees who violate these rules. The Labor Council retains the right to grieve the reasonableness of the City's action. The City also may issue or establish reasonable regulations or general orders not in conflict with this Agreement.

ARTICLE 17
PROMOTIONS

Section 17.1. Intent. This Article is intended to apply to any promotional process for the position of Lieutenant within the Huber Heights Police Department.

Section 17.2. Eligibility. To be eligible for a promotional examination for the position of Lieutenant the applicant must have had at least one (1) year of full-time law enforcement service

as a Sergeant with the Huber Heights Division of Police at the time of position posting, and had no lost time discipline within the previous twelve (12) months. The applicant must have a rating acceptable or above on all evaluations in the prior twelve (12) months.

When a vacancy occurs in the Deputy Chief classification, the vacancy shall be posted and employees in the classification of Lieutenant who are interested in filling the vacancy will be offered an interview for the position.

Section 17.3. Examinations. The examination announcement shall provide a complete list of study materials and be posted at least forty-five (45) days prior to the examination. The City will administer a multi-part promotional examination, including written and oral components with command input. The weights of the various components will be determined by the City and disclosed to the Labor Council in advance of the examination. A portion of the written component may be purchased from a recognized testing agency. An employee shall be entitled to receive a report on that employee's individual performance. At no time will any member of the bargaining unit receive any test questions or content of answers in advance of the promotional test.

Section 17.4 Promotional Lists. Promotion to position of Lieutenant shall be filled from eligibility lists established by promotional examinations given to members of the Huber Heights Division of Police. Lost time discipline imposed after the testing phase shall remove a candidate from the promotional list. Promotional eligibility lists shall be in effect for one (1) year and may be extended by the City Manager to two (2) years from the certification date of the list.

ARTICLE 18
HOURS OF WORK AND OVERTIME

Section 18.1. Intent. This Article is intended to define the hours of a workday, hours of a workweek, and to define the basis for the calculation of overtime.

Section 18.2. Work Day, Work Week, Work Year and Overtime. Bargaining unit members working an eight (8) hour per day or eight and one-half (8 1/2) per day schedule shall be paid for all time worked in excess of the scheduled work day in any twenty-four (24) hour period computed on the basis of time and one-half (1-1/2) their regular hourly rate of pay. The term "hours worked" for overtime purposes shall include all hours during which the Bargaining Unit Member is in paid status.

For purposes of compliance with the Fair Labor Standards Act, the City shall pay overtime for all hours actually worked over one hundred seventy-six (176) in any twenty-eight (28) day period in accordance with the Act. For purposes of compliance with the Article, the City shall comply with this Article.

The work year for non-investigative personnel covered by this agreement is hereby defined as being two hundred and fifty-three (253) workdays.

Section 18.3. Compensatory Time. In lieu of receiving overtime premium pay, an employee may elect to receive compensatory time off in lieu of the overtime payment. An employee shall elect to be paid the overtime premium or receive compensatory time off at the time the overtime hours are actually worked. Compensatory time off will be scheduled with the approval of the

Chief or designee. Compensatory time off shall be granted on the basis of the overtime rate applicable for each overtime hour actually worked. Compensatory time off will be granted in half hour (1/2) hour increments or more. Partial increments will be "rounded up" to the next complete half hour. (For example, forty-five minutes will be "rounded" to one hour and twenty minutes will be "rounded" to one half-hour). Compensatory time off may be accumulated to a maximum of eighty (80) hours.

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

Employees in the bargaining unit may cash-out or receive pay in lieu of time off for accumulated compensatory time. Employees must cash-out time in increments of 8 hours, and may only cash out compensatory time one time each calendar year during the first pay period in November of each year. Employees in the unit may cash out up to six (6) days (48 hours).

Section 18.4. Schedules. A work schedule shall be posted at least two (2) weeks in advance of its effective date covering a minimum of thirty (30) calendar days indicating the normal workdays of every member of the bargaining unit.

Changes may be made in the posted shift schedule by the Chief of Police as may be required to meet the needs of the Police Department. The City agrees to schedule the changing of shifts in such a manner so that an officer will not be required to work two (2) consecutive eight (8) hour shifts.

Section 18.5. Temporary Transfers. The City shall have the right to temporarily transfer employees within the Bargaining Unit, irrespective of their seniority status, from one job classification to another to cover the employees who are absent from work due to illness, accident, vacations, or leaves of absence for the period of such absences. The City shall also have the right to temporarily transfer employees from one classification to another within the Bargaining Unit, irrespective of their seniority status, to fill job or temporary vacancies and to take care of unusual conditions or situations, which may arise for a period not to exceed ninety (90) days in any calendar year. It is understood and agreed that any employee within the unit temporarily transferred in accordance with the provisions of this section shall not acquire any permanent title or right to the job to which the employee is temporarily transferred, but shall retain seniority in the permanent classification from which the employee was transferred. A temporarily transferred employee shall receive the higher classification rate of pay for each full day the employee performs the function of the higher classification.

Section 18.6. Shift Bidding.

A. Shift bidding is limited to Patrol Sergeants assigned as Watch Commanders, except that in the event Lieutenants are returned to watch duty assignments, they shall be permitted to bid.

B. Officers permitted to bid shall submit their first and second choices of shift assignment by November 1 of each year. By November 30, the Employer will post the shift assignment for the following calendar year. Shift assignment shall be awarded based

upon the rank seniority of the employees. No employee may bid for and receive the same shift more than three (3) consecutive times during the life of this Agreement.

C. Temporary shift reassignments may be made by the Employer due to operational needs (e.g., seasonal requirements, special events, injury leaves, training, training period for newly-promoted employees, etc.). Such reassignments will not necessarily be made on the basis of seniority. Once the need is over, the reassigned employee will be returned to his regular shift. It is specifically understood that these reassignments are not grievable.

D. Patrol Sergeants will be given the opportunity to re-bid their work shifts if any permanent change is made to their work week or shift rotation.

ARTICLE 19
COMPENSATION

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

a. **Police Sergeant.** The pay of members in the classification of Police Sergeant shall be sixteen percent (16%) higher than the top pay step for the classification of Police Officer.

b. **Police Lieutenant.** The pay of members in the classification of Police Lieutenant shall be fourteen percent (14%) higher than the top pay step for the classification of Police Sergeant.

Wage Scale

a. Effective at the beginning of the pay period containing August 15, 2011, a 2.83% increase:

	Hourly	Bi- weekly	Annually
Sergeant	$36.7729	$2,941.83	$76,487.58
Lieutenant	$41.9211	$3,353.69	$87,195.94

b. Effective at the beginning of the pay period containing June 28, 2012 a 0% increase:

	Hourly	Bi- weekly	Annually
Sergeant	$36.7729	$2,941.83	$76,487.58
Lieutenant	$41.9211	$3,353.69	$87,195.94

c. Effective at the beginning of the pay period containing June 28, 2013 a 0% increase:

	Hourly	Bi- weekly	Annually
Sergeant	$36.7729	$2,941.83	$76,487.58
Lieutenant	$41.9211	$3,353.69	$87,195.94

d. Annual salaries shown above are for informational purposes only. All bargaining unit employees are hourly employees.

Section 19.2. **Call-In Pay.** The City agrees to pay employees for a minimum of four (4) hours at one and one-half (1-1/2) times the employee's rate of pay if the officer is called-out for duty,

as determined by a supervisor, at a time other than that for which the employee has been scheduled, thus necessitating additional travel to and from work. If the employee is notified that the call-in is cancelled before arriving at the location, the employee shall be paid for a minimum of two (2) hours at one and one-half (1-1/2) times the employee's rate of pay.

Section 19.3. Court Time/Overtime. In instances where an officer is required to work scheduled overtime, including court time, the City agrees to pay employees for a minimum of three and one-half (3 ½) hours at one and one-half (1-1/2) times the employee's hourly rate of pay. Court time on an employee's scheduled day off shall be a minimum of four (4) hours at one and one half (1-1/2) times the employee's hourly rate of pay. If the scheduled overtime, as outlined above, overlaps the officer's regularly scheduled duty time, the employee will only be eligible for overtime compensation for that time not on duty. If the scheduled overtime, as outlined above, begins one-half (1/2) hour or less after the officer's regular shift, the officer shall only be paid for the actual time worked. A Departmental vehicle will be provided for employee's attending out of town training sessions. If no vehicle is available, employees will be reimbursed in accordance with the City's travel policy.

Section 19.4. Supervisor –In- Charge. A bargaining unit member who has been temporarily assigned to perform the duties and assume the responsibilities of a higher classification by the Chief of Police (or designee) shall receive the rate of pay of that classification for all such hours.

Section 19.5. Pension Pick-up. Effective throughout the life of this Agreement, the City shall pay one percentage (1%) point of the employee's state-mandated contribution to the Police and Fireman's Pension Fund. The remaining portion of the employee's contribution shall be paid by the employee. However, the City shall "shelter" members pension contribution for personal income tax purposes.

Section 19.6. Pyramiding. There shall be no pyramiding of premium pay for the same hours worked.

ARTICLE 20
HOLIDAYS AND PERSONAL LEAVE DAYS

Section 20.1. Holidays. The employees shall receive holiday pay as defined below for the following holidays, which shall be observed on the days indicated:

New Year's Day	January 1st
Martin Luther King Day	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
Friday after Thanksgiving Day	Fourth Friday in November
Christmas Day	December 25th

Any Special holiday, as designated by the City, when the City offices are closed for the entire day, will also be observed as a holiday under this Article.

Section 20.2. Holiday Payment.

A. For each holiday listed above, employees shall receive their regular daily rate of pay as holiday pay, regardless of whether they work the holiday or not, provided they were employed during the holiday. Employees who work on a holiday as a scheduled work day shall be paid their regular daily rate of pay for working such holiday. In addition, employees who work on a holiday shall be paid four (4) additional hours of holiday pay at their regular hourly rate. This results in sixteen (16) hours of pay for the employee not scheduled to work, and twenty (20) hours of pay for the employee scheduled to work. For clarification, a continuous shift beginning or ending on a holiday shall qualify for holiday pay as defined in this section.

B. In regards to shifts that straddle midnight, only one working day will be counted as a holiday for which this benefit is intended.

Section 20.3. Personal Leave. All bargaining unit employees shall receive twenty-eight (28) hours of personal leave annually. An employee may elect to use the personal days as leave days from work in half hour (1/2) increments or more. Partial increments will be "rounded up" to the next complete half hour. (For example, forty-five minutes will be "rounded" to one hour and twenty minutes will be "rounded" to one-half hour.)

ARTICLE 21
VACATION

Section 21.1. Vacation Accrual. Bargaining unit employees shall earn vacation leave, on a pay period by pay period basis, according to their number of years of continuous service with the City as a member of the Police Division. Accrual rates will be based on the table below:

YEARS OF SERVICE	ACCRUAL PER PAY PERIOD	APPROXIMATE NUMBER OF VACATION DAYS ANNUALLY
Less than 5 years of service	3.0769 hours	10-vacation days
5 years of service but less than 10	4.9231 hours	16-vacation days
10 years of service but less than 15	6.1538 hours	20-vacation days
15 years of service but less than 20	7.3846 hours	24-vacation days
20 years of service but less than 25	8.6154 hours	28-vacation days
25 or more years of service	9.8461 hours	32-vacation days

Vacation time shall be accrued on the basis of complete pay periods of employment, and shall begin on the date of hire for each employee. No employee will be permitted to use vacation time that has not been accrued. It is the employee's responsibility to complete a standard leave request and submit the request to the Chief of Police.

Section 21.2. Vacation Carry Over. Year-to year carry-over allowed is equal to the total hours accrued in a calendar year. Vacation amounts in excess of the above to an employee's credit as of December 31 shall be automatically carried over to the following calendar year, but such excess vacation is to be used by March 31 of the following year. Any excess not used by March 31 shall be forfeited, unless the employee is eligible to convert vacation to pay as described in Section 21.5. In such cases, all excess vacation as of March 31 shall be converted to

cash up to the conversion limits described in Section 21.5. Any amounts as of March 31 that are over the conversion limits shall be forfeited.

Section 21.3. Vacation Scheduling. Vacations leave shall be granted by the Chief or designee at such times as they least interfere with the efficient operation of the Police Department. Vacation requests must be made by December 15, preceding the period requested. Officers who make the request by December 15 shall be granted vacation preference in accordance with rank seniority. Officers in the Detective Division shall select vacation time off on a schedule that is separate from all other employees in the Department. Should two (2) or more employees request the same vacation time off for the same day, vacation shall be granted by seniority.

Vacation leave shall be used in minimum increments of one-half (1/2) hour or more. Partial increments will be "rounded up" to the next complete half hour. (For example, forty-five minutes will be "rounded" to one hour and twenty minutes will be "rounded" to one-half hour.)

Section 21.4. Prior Public Service Credit. Employees shall be credited with prior service credit for time worked fulltime with other Ohio political subdivisions for the purpose of determining vacation entitlement.

Section 21.5. Annual Vacation Cash-Out. Employees in the bargaining unit may receive pay in lieu of time off for accumulated vacation leave. Employees with five (5) or more years of service may cash-out up to six (6) vacation days in a calendar year. Employees with ten (10) or more years of service may cash-out up to twelve (12) vacation days in a calendar year.

Section 21.6. Substitution of Other Discretionary Paid Leave. An employee whose use of vacation leave, compensatory time, or personal leave has been approved, but who has an insufficient balance of such leave available for leave taken, shall be paid for the time used from accrued vacation, compensatory time, or personal leave, in that order, up to the accrued leave available.

Section 21.7. Terminal (Separation) Pay. Accrued but unused vacation hours shall be paid as terminal (separation) pay if an employee leaves employment in good status and has completed six (6) months of continuous service with the City; provided the employee gives not less than fourteen (14) calendar days' advance notice of such action to the Chief. An employee who is laid off shall be paid for accrued vacation. The employee shall be remunerated for all accrued vacation at their last rate of pay with the City at the time the employee leaves employment. In the event of the death of an employee, such compensation shall be paid to the surviving spouse or the employee's estate.

ARTICLE 22- MEDICAL INSURANCE COVERAGE

Effective January 1, 2010, this article will be amended as follows:

Section 22.1. The Employer shall provide to all bargaining unit employees who elect coverage, health care through a qualified High Deductible Health Plan ("HDHP") in conjunction with a Health Savings Account ("HSA"). Dental and vision insurance coverage shall be the same coverage provided to other groups of Huber Heights City Employees. Effective January 1, 2010

no other coverage will be offered. Eligible employees will be required to sign up during the open period for the period effective January 1, 2010.

Section 22.2. For the term of this Agreement, the Employer shall make available to bargaining unit employees, to the extent possible, a level of health care benefits substantially equivalent to the Anthem High Deductible Health Plan- Lumenos Option 8 ("Lumenos Option 8 Plan"). Substantially equivalent coverage shall mean that the coverage shall be similar to the extent that the carriers will be asked to quote on their standard products which most closely match current plan design; however, custom plan design need not be requested and exact match of plan design need not be sought or acquired.

Section 22.3. For each year covered by this Agreement, the Employer will pay the premium cost and will contribute 80% of the deductible for the HDHP for those bargaining unit employees who elect coverage. The participating Union member shall be responsible for the remaining 20% of the deductible.

Section 22.4. The Employer shall tender payments of its share of the deductibles to the Health Savings Accounts ("HSA") of Union members who chose to participate in the HDHP, then in effect, on or before the first banking day following January 1, April 1, July 1 and October 1 for each year of the Agreement.

Section 22.5. In the event that a Union member or a member of his or her family who is enrolled in and covered by the HDHP suffers an illness or injury for which the cost of medical attention exceeds the Employee contribution and the annual Employer contribution paid to date, the Employer shall accelerate payments of the remaining deductible contributions for that calendar year to assist the Union member in paying health care related expenses.

The Union member must submit to the Employer a written request for acceleration and provide documentation showing the costs of the illness or injury. Acceleration of the Employer's payment of its portion of the deductible shall not be available for elective procedures, including surgery and/or outpatient treatments.

Section 22.6. The HSA accounts shall be set up with a bank selected by the Employer. The Union members are solely responsible for any and all charges or fees assessed by the bank for the administration of and/or transactions involving each Union member's HSA. The Employer shall be responsible for any fess or costs associated with its decision to change insurance carriers or banks.

Section 22.7. The Employer agrees to deduct from each participating Union member's biweekly paycheck the amount designated by that individual Union member through an authorization form to be provided by the Employer. These amounts shall be paid into the participating Union member's HSA.

Section 22.8. The Union member is solely responsible for the management of the members own HSA. The Employer makes no representations or promises regarding the operation of the HSA, the tax implications of the HSA or the maximum a Union member may contribute to the HSA.

Section 22.9. Except for paragraphs 22.6 and 22.8, all matters relating to the rights and obligations of the Employer and Union member as set forth herein shall be subject to the grievance procedures set forth in Article 9 of this Agreement. Matters regarding occurrences

which follows the Employer's deposit of its portion of the deductible and deposit of the Union member's authorized pay deductions, if any, are beyond the control of the Employer, and therefore are not amenable to the grievance procedure.

Section 22.10. The Employer and representatives of its bargaining unit employees, including the Union, shall form a committee to meet and confer regarding health care coverage. The committee will evaluate and agree upon recommended changes to the health care coverage of the bargaining unit. In the event that the committee is unable to reach an agreement on a recommendation for health care coverage, either the employer or the Union may immediately file a request for arbitration pursuant to the American Arbitration Association's Expedited Labor Arbitrations rules to determine if the HDHP selected by the City is substantially equivalent to the Lumenos Option 8 Plan or the plan then in effect.

Section 22.11. Union members shall be responsible for five (5%) percent of the premiums for the plans providing vision and dental coverage.

Section 22.12. The insurance carriers and/or method of providing the benefits referred to in this Article shall be solely at the discretion of the Employer.

Section 22.13. The Employer shall continue to offer an Employee Assistance Program designed to assist employees with personal problems that often interfere with their work.

Section 22.14. In the event that a Union member declines coverage under the HDHP then in effect, the Employer agrees that it will pay the non-participating employee two-thousand five hundred dollars ($2500.00), in lieu of providing health care coverage. Payments of six hundred twenty five dollars ($625.00) shall be made to the employee quarterly, on the dates set forth in Section 22.4. Union members will not receive compensation should they choose not to participate in the City's vision or dental plan.

In order to qualify for this benefit, the employee must present proof satisfactory to the Employer that he or she is covered under a health care plan other than the HDHP provided by the Employer.

Section 22.15. Life Insurance. The Employer shall provide for each bargaining unit employee term life insurance and double indemnity coverage in the amount of thirty thousand dollars ($30,000.00). The costs of said term life insurance shall be at the expense of the City. The choice of insurance carriers shall be solely within the discretion of the City. A copy of the insurance policy shall be provided to the Labor Council by the City.

The City agrees to provide its employees the opportunity to purchase (at the employee's cost) voluntary group term life insurance for themselves and/or their dependents. The plan will attempt to provide flexibility that allows for various coverage options and choices for the employee. The provider selection process will allow the City to "shop" for affordable group rates, minimum/maximum levels of life insurance, as well as guaranteed issue provisions.

Section 22.16. Liability Insurance The City shall maintain professional liability insurance for employees of the bargaining unit for the duration of this Agreement provided such insurance is reasonably available to the City. The costs of said liability insurance shall be at the expense of the City. The choice of insurance carriers shall be solely within the discretion of the City. A copy of the insurance policy shall be provided to the Labor Council by the City.

ARTICLE 23
UNIFORMS

Section 23.1. Uniforms. Employees will receive uniforms and equipment paid for by the City, and updated within the City's discretion, as described in Appendix B attached hereto. The lists of items in Appendix B are initial issue items and amounts. All items damaged in the line of duty or worn out from normal wear shall be replaced as needed. These lists shall be reviewed as needed (at least annually) for the purpose of adding, deleting, or changing items and amounts. Should the City during the life of this Agreement, change its uniforms or accessories the City will supply each covered employee with the changed items. No employee is authorized to wear or use departmental clothing and equipment except in the official performance of their duty, except as otherwise approved by the Chief of Police.

Section 23.2. Investigative Section. One employee from the Unit assigned to the investigative section at the discretion of the Chief shall receive an annual clothing allowance of one thousand three hundred dollars ($1,300.00) to paid semi-annually based on a prorated basis of service in the investigative section for the preceding six (6) months. From this allowance, investigative section employees shall purchase all necessary clothing as per division policy, and maintain at least one (1) complete set of uniform garments as described in Appendix B herein at a minimum.

Upon initial assignment to the investigative section in other than a temporary capacity, an employee shall be provided with one-half (1/2) of the annual entitlement.

Section 23.3. Personal Items If, in the course of performing work related activities for the Employer, an employee loses or damages personal items, (eg. Watches, sunglasses, contact lenses, eyeglasses, hearing aids, and dentures) the items will be replaced by the Employer. The total replacement cost in one (1) calendar year per employee shall not exceed two hundred dollars ($200.00). Damages to eyeglasses, contact lenses, hearing aide, and dentures is subject to reimbursement by Workers' Compensation. In the event Workers Compensation does not cover full replacement cost, the employee is eligible for replacement cost reimbursement as outlined above. Pagers, cellular phones, and other such personal equipment owned and used by the employee are not subject to replacement or reimbursement.

Section 23.4. Footwear and Miscellaneous Equipment Maintenance Allowance. The City will, after initial issuance, provide an allowance of six hundred twenty five dollars ($625.00) annually, with the second check in January, for the officer's footwear, duty bag, flashlight, and flashlight batteries, which the City will no longer purchase as part of the provided uniform.

ARTICLE 24
SICK LEAVE

Section 24.1. Rate of Accrual. All full-time employees shall be credited with five (5) hours of paid sick leave per pay period.

Section 24.2. Permissible Uses. Sick leave may be granted to an employee, upon approval by the Employer, for the following reasons:

A. Illness, injury or pregnancy related condition of the employee.

B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees or the public.

C. Examination of the employee, including medical, psychological, dental or optical examination, by an approved practitioner, which cannot be scheduled during non-work time.

D. Illness, injury or pregnancy related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.

E. Examination, including medical, psychological, dental or optical examination, of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary.

For the purpose of this Article, the definition of immediate family shall be: spouse, child, step-child, parents, step-parents, parent-in-law, siblings, significant other (as determined by the City Manager) or dependents residing full-time in the employee's household.

Section 24.3. Notification. For sick leave use, each bargaining unit member shall notify the Chief or the Chief's designee as early as possible, but no later than two (2) hours prior to the employee's shift starting except day shift, which shall be one (1) hour before the beginning of the shift on the day of absence from work. Failure to promptly notify the City may result in denial of sick leave pay. All sick leave to be so classified shall be subject to approval by the Chief of Police. Employees shall follow proper procedures in filing sick leave forms upon return to work.

Section 24.4. Doctor's Certificate. The Chief or designee may require a physician's certificate to confirm the reasons for an absence due to illness or injury or for verification of the fact that the employee is able to return to work. Failure to present any required or requested physician's certificate, employee's written statement, or other required or requested medical verification, to the Employer (or designee) may result in loss of pay for the time absent, and/or disciplinary action.

Section 24.5. Medical Appointments. To the extent possible, employees should schedule dental, optical or medical appointments during off duty hours. However, when this is not possible and in the judgment of the Chief an employee can be spared from work, the employee shall be given the time off and, at the employee's discretion, either from accumulated compensatory time off or sick leave credits charged therefore.

Section 24.6. Other Considerations. During the first day and any second consecutive day of absence, an employee utilizing sick leave shall be available for contact during the employee's regular shift hours unless otherwise authorized by the Chief in writing. After a second consecutive day of sick leave, during continued absence utilizing sick leave, the employee must be at home so that the employee may be contacted during the hours of 8:00 a.m. to 4:00 p.m.

Monday through Friday unless hospitalized, receiving out-patient medical treatment outside the employee's residence, purchasing required medication, or as authorized in writing by the Chief.

Section 24.7. Accrual Limits At the commencement of this Agreement, the City will calculate and "bank" any sick leave hours accrued by an employee in excess of one thousand two hundred eighty five (1285) hours. Those hours will become payable to the employee when that employee retires. That employee will then be paid a sum equal to one (1) hour worked, at the employee's regular straight time rate in the pay period prior to the pay period containing the date of August 15, 2003, for every three (3) hours banked by the City at the commencement of the Agreement.

The City shall provide a document detailing the amount of hours banked, the rate of pay they will be reimbursed at, and the total they will be reimbursed, immediately after the hours have been deducted from the employee's sick leave bank. A copy of this documentation is to be provided to each affected employee, and a duplicate copy is to be placed in each affected employee's personnel file.

Section 24.8. Sick Leave Compensation If, at the end of any given year, an employee has a balance of more than one thousand two hundred and eighty five (1285) hours of accrued but unused sick leave, the hours in excess of one thousand two hundred eighty five (1285) will be converted into a cash payment. Each employee who has accumulated more than one thousand two hundred eighty five (1285) hours will be paid a sum equal to one hour worked, at the employee's regular straight time rate, for every three (3) hours accumulated in excess of one thousand two hundred eighty five (1285) hours.

Upon retirement, an employee's sick leave balance will be converted into cash payment. Each employee will be paid according to the following schedule:

A. For accumulated sick leave hours one (1) through three hundred fifty seven (357), the employee will be paid a sum equal to one (1) hour worked, at the employee's regular straight time rate, for every four (4) hours of accumulated sick leave.

B. For accumulated sick leave hours three hundred fifty eight (358) through seven hundred fourteen (714), the employee will be paid a sum equal to one (1) hour worked, at the employee's regular straight time rate, for every three (3) hours of accumulated sick leave.

C. For accumulated sick leave hours seven hundred fifteen (715) through one thousand seventy one (1071), the employee will be paid a sum equal to one (1) hour worked, at the employee's regular straight time rate, for every two (2) hours of accumulated sick leave.

D. For accumulated sick leave hours in excess of one thousand seventy one (1071), the employee will be paid a sum equal to one (1) hour worked, at the employee's regular straight time rate, for every one (1) hour of accumulated sick leave.

Upon an employee being granted a permanent and total disability from OP&F, that employee is eligible to receive a cash payment for unused sick leave hours according to the following schedule:

A. For accumulated sick leave hours one (1) through three hundred fifty seven (357), the employee will be paid a sum equal to one (1) hour worked, at the employee's regular straight time rate, for every one (1) hour of accumulated sick leave.

B. For accumulated sick leave hours three hundred fifty eight (358) through seven hundred fourteen (714), the employee will be paid a sum equal to one (1) hour worked, at the employee's regular straight time rate, for every three (3) hours of accumulated sick leave.

C. For accumulated sick leave hours seven hundred fifteen (715) through one thousand seventy one (1071), the employee will be paid a sum equal to one (1) hour worked, at the employee's regular straight time rate, for every two (2) hours of accumulated sick leave.

D. For accumulated sick leave hours in excess of one thousand seventy one (1071), the employee will be paid a sum equal to one (1) hour worked, at the employee's regular straight time rate, for every one (1) hour of accumulated sick leave

Section 24.9. Active Duty Death Upon death of an employee, the spouse (if there is no spouse, then the deceased employee's estate) will be paid in one lump sum for all accumulated but unused sick leave. Such payment will be at the rate of one hundred percent (100%) at the employee's regular straight time hourly rate at the time of death. Any "bank" established under Section 24.7. shall also be paid out under this Section; per the formula contained in Section 24.7 above.

Section 24.10. Sick Leave Abuse. The City reserves the right to investigate all usage of sick leave, and may hold full payment of sick leave until said investigation is completed. Should the City determine that an employee has not used sick leave in accordance with the above rules and regulations, payment may be denied and discipline may be meted out in accordance with the severity of any abused sick leave benefits. After four (4) instances of sick leave during a calendar year, the use of sick leave requires approval of the Chief of Police on a case-by-case basis. Employees granted approval for sick leave in excess of this limit are not eligible for voluntary overtime assignments during the pay period during which the sick leave was granted.

Section 24.11. Donated Sick Leave

A. **Eligibility** - Any eligible employee may apply to the City Manager to receive donated sick leave, if the employee requesting such donated sick leave:

1. Has a non-work related serious illness or injury, as documented in writing by a medical doctor, which renders them unable to perform the essential functions of their position for a minimum of four (4) consecutive weeks; and

2. Does not have a sufficient amount of accrued and unused paid leave to cover the estimated period of absence;

3. Has not been offered non-work related Transitional Duty; and

4. Has no disciplinary actions regarding sick leave abuse on record for progressive discipline purposes.

B. Procedure:

1. An employee qualifying for sick leave donation hereunder shall make a written request for such leave by completing the necessary form and submitting same to the City Manager. Written documentation from a medical doctor of the employee's

serious illness or injury must be attached to the request. The City Manager shall have the discretion to approve or deny such request. Copies shall be provided to the employee, Human Resources and the Chief of Police.

2. Upon approval of a request for sick leave donation, the City Manager shall complete the necessary form and forward copies of same to each city division.

3. An employee wishing to donate sick leave to a fellow employee eligible for donation shall complete the necessary form and forward same to their division head, who shall provide a copy to Human Resources.

C. **Approval** - Upon approval of an employee's request for donated sick leave, the City Manager shall:

1. Notify all city employees of the employee's need for donated sick leave, while respecting the employee's right of privacy;

2. Approve payment of any such donated sick leave to the requesting employee on a pay period by pay period basis up to the amount of donated leave, or the hours necessary to provide the employee with their regular, straight-time pay for such pay period, whichever is greater.

D. **Donating Sick Leave** - An employee may donate accrued and unused sick leave to their credit to any other employee who has been approved to receive donated sick leave if the donating employee:

1. Retains a sick leave balance of at least four hundred – eighty (480) hours after deduction of the hours offered for donation; and

2. Voluntarily elects to donate sick leave to the employee approved for donation, understanding that any such leave donated and used shall not be returned.

E. **Terms and Conditions** – The following additional terms and conditions shall apply to the sick leave donation program:

1. All donation of sick leave shall be in eight (8) hour increments, with eight (8) hours being the minimum donation;

2. An employee receiving donated sick leave shall be paid at their regular, straight-time rate of pay, regardless of the rate of pay of the employee donating such leave;

3. Sick leave shall be deducted from donating employees proportionately from all donated hours and credited to the receiving employee's account on pay day up to the amount necessary for the employee to be paid their regular two (2) weeks' pay. No sick leave shall accumulate in the account of a receiving employee or be converted to cash or compensatory time. Any sick leave donated by an employee that is not used shall remain in the account of the donating employee.

4. An employee using donated sick leave shall be in active pay status and shall accrue sick and vacation leave, and be entitled to any benefits they would normally

receive. All paid leave provided to or accrued by an employee while using donated sick leave shall be used in the following pay period before donated sick leave is used.

5. Employees receiving donated sick leave shall be eligible to receive such leave only until the employee's estimated date of return to duty, or until the first pay period during which the receiving employee fails to receive enough donated leave to receive their full two (2) weeks pay. Persons who have continued to receive full donations and whose physicians extend their estimated date of return will be eligible for notification for the need for further donation.

6. No employee receiving donated sick leave will be permitted to be off work on such leave more than twelve (12) consecutive calendar months. An employee may not apply for donated leave more than once in any twelve (12) month period.

7. Donated sick leave shall not count for purposes of the donating employee's sick leave attendance bonus.

8. The City Manager shall ensure that no employee is forced or coerced into donating sick leave for a fellow employee. Donation shall be strictly voluntary. No city employee shall directly solicit donations of sick leave from another employee other than by the posting of an approved form.

ARTICLE 25
WAGE CONTINUATION

Section 25.1. Reporting. Any bargaining unit member injured in the line of duty will file a written accident or injury report with the Chief of Police or the Chief's designee within twenty-four (24) hours of the incident or as soon as the bargaining unit member is physically able to do so. Failure, without good cause, of a bargaining unit member to comply with this section may be grounds for the City to deny wage continuation leave or supplemental benefits. Any employee claiming a service-connected illness or injury under this Article shall file an application with the Ohio Bureau of Worker's Compensation (BWC). In the event the claim is denied by Worker's Compensation, the employee shall be charged with sick leave and/or vacation for all time paid by the City for the wage continuation claim. The parties agree that the employee's pay status will be controlled by the BWC's original decision until all appeals are final.

Section 25.2. Wage Continuation. Any employee who becomes unable to perform duties as assigned by the Employer due to a physical injury suffered in the discharge or performance of official duties as an employee of the City shall be eligible for wage continuation. Wage continuation shall be available for up to seven hundred twenty (720) work hours. These seven hundred twenty (720) work hours are fully paid by the Employer, and are in lieu of workers' compensation benefits. An employee who applies for wage continuation will apply to BWC for medical benefits only and not lost income benefits. The employee may apply for lost income benefits toward the end of the wage continuation if it is known that the absence will continue beyond the paid wage continuation. Recurring injuries do not qualify employees to receive wage continuation pay beyond the allowable seven hundred twenty (720) work hours provided at the time of the initial work connected injury date. During the first twelve (12) weeks following the

conclusion of the paid leave, the employee may utilize sick or vacation time to supplement the workers' compensation benefits.

Section 25.3. Medical Evidence.

A. Any employee making claim for such compensation as provided for in this Article shall, at the request of the City, submit to a physical exam by a licensed physician of the City's choice. This examination will be restricted to areas limited to or affected by the injury. In the event that the physician finds that such employee is able to return to duty, the employee shall do so on the next scheduled work day or at any other time as scheduled by the City. Physical examinations required pursuant to this Article shall be at the City's expense.

B. For the best interest of both the employee and the Employer, an employee utilizing injury leave shall remain at the employee's residence Monday through Friday, 8:00 a.m. to 4:00 p.m. unless hospitalized, receiving out-patient medical treatment outside the employee's residence, purchasing required medication, or as authorized in writing by the Chief.

C. A partially disabled employee who is eligible for wage continuation under this Article may be required by the City to perform limited duty work, subject to the limitations set and approved by the employee's physician.

D. Should an employee covered by this Agreement become permanently disabled as a result of an on-the-job injury to the extent that the employee cannot perform the regular job duties, the City will attempt to place the employee in a position within the Department, in the judgment of the City and/or the Chief of Police, the employee is physically and mentally able to perform, provided that such a position is available. This Section shall not require the City to create a position for any employee.

Section 25.4. Protection Insurance. The City may provide this benefit to the employee through income protection insurance or by any other means available to the City. In the event this benefit is provided through the purchase of income protection insurance, the employee shall meet all the requirements of such insurance policy to receive injury leave pay. The cost of such insurance shall be at the City's expense.

ARTICLE 26
OTHER LEAVES OF ABSENCE

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

Section 26.2. Military Leave.

A. All bargaining unit members who are members of the Ohio National Guard, the Ohio Organized Military or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties-without loss of pay for such time as they are in the military service on field training or active duty for

periods of time not to exceed twenty-two (22) eight (8) hour work days or one hundred seventy-six (176) hours in any one (1) calendar year from January 1 through December 31. The member is required to submit to the City an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one (1) continuous period of time. Bargaining unit members who are members of those components listed above will be granted emergency leave from mob control, riot control, flood, civil defense or similar duties when so ordered by the governor to assist civil authorities. Such leave will be paid provided it does not exceed the maximum hours of military leave provided above. The leave will cover the official period of the emergency.

B. Employees who are called or ordered to the uniformed services for longer than a month, for each calendar year in which the employee performed service in the uniformed services, because of an executive order issued by the President of the United States or an act of congress is entitled, during the period designated in the order or act, to a leave of absence and to be paid, during each monthly pay period of that leave of absence, the lesser of the following:

    1. The difference between the permanent public employee's gross monthly wage or salary as an officer or permanent public employee and the sum of the permanent public employee's gross uniformed pay and allowances received that month;

    2. Five hundred dollars.

    No permanent public employee shall receive payments under division (B) of this section if the sum of the permanent public employee's gross uniformed pay and allowances received in a pay period exceeds the employee's gross wage or salary as a permanent public employee for that period or if the permanent public employee is receiving pay under (A) of this section.

C. Employees who are drafted or called for active duty with the Armed Forces of the United States or one of its reserve components shall in accordance with existing laws be entitled to re-employment after separation or discharge under honorable conditions from such service. The employee must be physically and mentally able to do the work required and must report for work within ninety (90) days of discharge. The Employee shall be re-employed in the same position or a similar position to the one held at the time of entry into the Armed Forces. The employee will enjoy seniority and benefits of that seniority that would be due as though he had been actively on the payroll. However, while on extended leave the employee shall not be entitled to benefits of employment, such as, sick, vacation, personal leave days or group health and life insurance and other such coverages.

D. An employee shall be granted permission to be absent from work in order to receive a physical examinations for compulsory military service in the Armed Forces in the United States. The employee shall be entitled to use paid sick leave for that purpose during such absence for a period not to exceed three (3) days.

Employees wishing to enlist shall be permitted to take one (1) enlistment physical and shall receive no more than one (1) day paid sick leave for that physical.

Section 26.3. Funeral Leave. At the time of a death in an employee's immediate family, an employee shall be granted time off for a period which is appropriate for the circumstances presented, and the employee shall be paid for up to three (3) days of missed work days in that period. Immediate family shall be defined as current spouse; natural, adopted, foster, in-law and step child, natural, adoptive, foster, in-law, and step parent, sibling, step-sibling, sibling-in-law, grandparent, grandparent-in-law, grandchild, aunt, aunt-in-law, uncle, uncle-in-law, person in loco parentis or legal guardian, other family member residing in the employees household and claimed as a tax exemption by the employee in the most recent tax year, and one (1) significant other residing in the employee's household as approved by the City Manager.

If additional time is necessary for an employee to attend the funeral of a member of the employee's family as defined above, an employee shall be entitled to use up to three (3) days of sick leave in conjunction with funeral leave.

Section 26.4. Family and Medical Leave. Family and Medical Leave will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least twelve hundred and fifty (1250) hours of work during the previous twelve (12) months. The leave will be granted for a period of up to twelve (12) weeks for the following reasons:

A. To care for the employee's own serious health condition;

B. To care for the employee's spouse, child or parent who has a serious health condition; or

C. Because of the birth, adoption, or foster placement of a child.

D. Care for spouse, son, daughter, parent or next of kin who has suffered serious illness or injury while on active military duty; or

E. A qualified exigency for a spouse, son, daughter, or parent of a member of the Armed Forces called to active duty.

The employee's paid leave must be used up and is included in the twelve (12) week total, as follows:

1. Available sick leave (if the absent qualifies for sick leave)

2. Accrued vacation

3. Accrued personal leave

The employee may use compensatory time during the twelve (12) weeks.

The employee must provide the Employer with thirty (30) days advance notice of the leave or such notice as is practicable if thirty (30) days notice is not possible. The employee shall provide the Employer with certification of the condition from a health care provider or from the adoption or placement agency, whichever is applicable.

If the City employs a married couple and one or both request leave for a birth, adoption, foster care placement of a child, or to care for a new child, the total annual FML leave available to them as a couple for those purposes is twelve (12) weeks.

It is intended that the application of this Section comply with the FMLA of 1993 and that the parties shall take such actions as to ensure compliance.

An employee who exhausts Family Medical Leave and/or injury leave shall be eligible for continued sick leave or disability leave.

Section 26.5. Personal Leave. An employee may be granted up to ninety (90) days of a personal leave of absence without pay upon approval of the City Manager. A request for a personal leave of absence shall be in writing; state the reasons for the requested leave, and be signed by the employee. Approval from the City Manager shall be in writing and shall specify the extent, if any, which seniority will accumulate during the period of the leave of absence and the date upon which the leave of absence terminates.

ARTICLE 27
TUITION REIMBURSEMENT

Section 27.1. Reimbursement Program. Each full-time non-probationary employee who is subject to the provisions of this Agreement shall be eligible for a reimbursement of tuition only in courses of instruction voluntarily undertaken and subject to the following conditions:

A. Only courses that are part of a post-secondary degree directly related to the employee's current employment position are eligible for reimbursement hereunder. To claim reimbursement the employee must complete an application on a form provided by the City and receive approval from the City Manager for the course of study in advance. Each class taken must also be approved in advance. All courses must be taken during non-work hours.

B. The Employer shall not reimburse fees for any course for which the employee received a scholarship, grant or subsidy to the extent of such aid.

C. All courses must be taken at an accredited college or university pursuant to and part of an established program leading to either an Associate's or a Bachelor's degree.

D. For classes taken in pursuit of an Associate's degree, the Employer shall reimburse at the rate of thirty six dollars and eighty five cents ($36.85) per credit hour, or the actual cost, whichever is less. For classes taken in pursuit of a Bachelor's degree, the Employer shall reimburse at the rate of one hundred forty seven dollars and 80 cents ($147.80) per credit hour, or the actual cost, whichever is less. For classes taken in pursuit of a Masters' degree, the Employer shall reimburse at the Ohio State University per credit hour rate for the particular course of study, or actual cost, whichever is less. These rates shall increase at the same percentage rate as the employee's wage rate increases.

E. Upon completion of an eligible course the employee shall promptly submit to the Employer a copy of the course grade report and a receipt issued by the college or university setting forth the cost of tuition.

F. Reimbursement shall be one hundred percent (100%) for an "A" or equivalent, ninety percent (90%) for a "B" or equivalent and eighty percent (80%) for a "C" or equivalent.

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

H. Employees will be expected to repay the Employer any tuition reimbursement received in the prior four (4) years on a pro-rated basis if they voluntarily leave employment as follows:

During the first (1st) year	100%
During the second (2nd) year	75%
During the third (3rd) year	50%
During the fourth (4th) year	25%

Time will begin upon date of reimbursement.

I. In the event of a permanent lay-off, disability retirement or death the employee will not be required to reimburse the Employer for tuition assistance.

ARTICLE 28
FITNESS FOR DUTY

Section 28.1. Fitness for Duty. The City may, at its discretion, require employees to submit to a physical or psychiatric/psychological examination in order to determine whether or not an employee remains capable of performing the essential functions of the position. All such examinations shall be conducted by licensed practitioners appointed and paid for by the City.

Section 28.2. Medical Evidence. The City may, at its discretion, require employees to provide specific medical data from the employee's doctor, the City's doctor, and/or a personal affidavit stating the cause of the absence, for any illness or injury which resulted in lost work time.

ARTICLE 29
MISCELLANEOUS

Section 29.1. Training. All officers are required to meet all mandatory certification requirements of the State of Ohio. Officers failing to maintain their certification of failing to pass any mandatory standard that compromises the certification shall not be allowed to work. The initial cost for any such mandatory requirements shall rest with the City. Non-probationary officers who fail to qualify and/or meet any mandatory certification standards shall be allowed an opportunity to retrain at their expense. Said retraining must be completed within a period of six (6) months.

Section 29.2. Outside Activity. No employee may directly or indirectly maintain or engage in any outside business, financial interest or employment activity which in the opinion of the

Chief of Police conflicts with the interest of Department or which interferes with the employees' ability to discharge their duties fully. Such conflict of interest shall be grounds for discipline, up to and including discharge.

Section 29.3. Copies of Agreement. The Labor Council will provide each covered employee, at no cost to the employee, a copy of this Agreement within thirty (30) days from the date this Agreement is ratified by both parties.

ARTICLE 30
DURATION OF AGREEMENT

Section 30.1. Duration. The provisions of this Agreement shall be effective as of June 28, 2011, and shall continue and remain in full force and effect to and including June 27, 2014, and thereafter for successive periods of one (1) year, unless either party shall at least sixty (60) days prior to June 28, 2014, (or sixty (60) days prior to any one (1) year extension) serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change, or amend this Agreement. Such notice shall be sent by certified mail.

SIGNATURE PAGE

In Witness Whereof, the parties have hereunto signed by their authorized representatives this 28 day of June, 2011.

For The City of Huber Heights

Gary Adams
City Manager

James Borland
Public Safety Director

Rob Schommer
Chief of Police

Kathryn Knisley
Human Resources Manager

For The FOP/OLC

Ross Rader
FOP/OLC Staff Representative

Lt. Tom Milligan
OLC Chairman

Lt. Gerry Gustin
Committee Member

Sgt. William Dulaney
Committee Member

Sgt. Mike Eagan
Committee Member

Approved As To Form:

Alan Schaeffer, Law Director

Approved and ratified by the Council of the City of Huber Heights, Ohio on the 27 day of June, 2011.

Resolution Number: 2011 - R - 5479

APPENDIX A

AUTHORIZATION FOR DUES DEDUCTION

FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

222 E. Town St., Columbus, Ohio 43215

1-800-FOP-OLCI

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

(PLEASE PRINT)

Place of Employment_____

Name of *Employee:*_____

Home Address_____

City_____ Zip Code_____

Phone_____

Classification_____

Department_____

Signature_____ Date_____

Mail white copy to FOP-OLC at above address

Present card to your Auditor

APPENDIX B
UNIFORMS

The following items of uniform clothing, accessories and equipment will be furnished by the Department:

Qty.	Description/ Item	Qty.	Description/ Item
1	Hat, dress	1	Rain Coat
1	Jacket, light weight	5	Shirts, long sleeve
1	Jacket, winter	5	Shirts, short sleeve
2	Neckwear	5	Trousers
1	Shoes		

Qty.	Description/ Item	Qty.	Description/ Item
1	Badge, shooting	1	Holster
1	Badge, breast	1	Pouch, ammunition
1	Badge, jacket	1	Key strap, clip (optional)
2	Bar, name	1	Badge, cap
1	Bar, tie	1	Belt, gun
1	Case, handcuff		

Qty.	Description/ Item	Qty.	Description/ Item
1	Locker, personal	1	Hand gun
	Keys, department	1	Asp and Holder
1	Handcuffs		Patches (shirts & jackets)
1	Keys, handcuffs	1	Ballistic Vest

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	}	
EMPLOYEE ORGANIZATION,	}	Case No(s): 09-MED-05-0624
	}	(Command Unit)
and,	}	
	}	
CITY OF HUBER HEIGHTS,	}	
EMPLOYER.	}	
	}	

FILING OF THE AMENDED COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Amended Collective Bargaining Agreement executed between the parties in the above captioned case(s). This Collective Bargaining Agreement shall replace the agreement already on file with SERB which expires August 14, 2012.

Respectfully Submitted,

Tara M. Crawford
Paralegal
F.O.P., O.L.C.I.
222 East Town Street
Columbus, Ohio 43215
614-224-5700

Cc: Mr. Robert Schommer
robert.schommer@ci.huber-heights.oh.us