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LABOR AGREEMENT

BY AND BETWEEN

THE CITY OF XENIA



AND THE



FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

POLICE OFFICERS

September 4, 2011 through August 30, 2014

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ARTICLE 1
AGREEMENT

Section 1.1. Agreement: This Agreement is made and entered into at Xenia, Ohio, by and between the CITY OF XENIA, OHIO, pursuant to its authority under Chapter 4117 of the Ohio Revised Code, hereinafter referred to as the "City", and the Fraternal Order of Police, Ohio Labor Council Greene County Lodge #37, hereinafter referred to as the "Lodge".

Section 1.2. Purpose: This Agreement between the City of Xenia, Ohio and the Lodge has as its purpose the following:

- A. To promote cooperation and orderly, constructive, and harmonious relations between the City, its employees, and the Lodge.
- B. To comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining units as defined herein.
- C. To prevent interruptions of work and interference with the efficient operation of the Public Service and Safety Agencies of Greene County.
- D. To establish a procedure for the peaceful resolution of grievances.

This Agreement supersedes all previous agreements (either written or oral) between the City, its employees, and the Lodge.

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. Legal References: In the event Federal Law or State Law conflicts with any of the provisions of the Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. In such an event, and upon written request by either party, the parties to this Agreement shall meet at a mutually agreeable time in an attempt to modify the invalid provisions of this Agreement by good faith negotiations which shall be subject to the dispute resolution procedures of Chapter 4117 of the Ohio Revised Code.

ARTICLE 2
RECOGNITION

Section 2.1. Recognition: The City hereby recognizes the Fraternal Order of Police, Ohio Labor Council Greene County Lodge #37 as the sole and exclusive bargaining agent for the purpose of collective bargaining of all wages, hours, and other terms and conditions of employment for all full-time employees that have been certified by the State Employment Relation Board in the classification of Sworn Police Officers below the rank of Police Sergeant.

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

The City shall not attempt to abridge this Agreement by changing the rank structure or classification designation of any employee during the length of this Agreement, with the purpose to eliminate such employees from the bargaining unit.

ARTICLE 3
LODGE/LABOR COUNCIL SECURITY

Section 3.1. Dues Deductions: The Lodge and Labor Council will each 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 Employer agrees to deduct fifty percent (50%) of membership dues from each check at the rate certified by the Ohio Labor Council from the first two paychecks of each month from any employee in the bargaining unit who has authorized the same in writing. One (1) month's advance notice must be given to the City prior to making any changes in the rate.

The Employer agrees to deduct fifty percent (50%) of membership dues from each check at the rate certified by the Lodge from the first two paychecks of each month from the pay of any employee in the bargaining unit who has authorized the same in writing. One (1) month's advance notice must be given to the City prior to making any changes in the rate.

Section 3.2. Payment of Collected Dues: All dues collected under this Article shall be paid by the Employer, within thirty (30) days, together with a listing of the members for whom deductions were made, to the Ohio Labor Council, 222 E. Town Street, Columbus, Ohio 43215 for Labor Council dues and to the local Lodge Officials for Lodge #37 dues.

Section 3.3. Membership Cancellation: 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;
- C. Revocation of the dues deduction authorization. Such revocation must be in writing and submitted to the City's Finance Director with a copy to the Lodge and Labor Council. Such revocation may be submitted only during the "window period" between one hundred twenty (120) days and ninety (90) days prior to the end of this Agreement.

Section 3.4. Indemnification: The Lodge and Labor Council shall hold the City harmless for any payroll deductions and payments made by the City to the Lodge and Labor Council in reliance on certification from the Lodge and Labor Council during the term of the payroll deduction authorization and for costs of defense of any litigation arising therefrom.

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

Section 3.5. Bulletin Board: The City shall provide, at the Employee's work place a bulletin board for the use of the Lodge. Lodge officials shall be responsible for posting and/or approving the posting of notices thereon which employees may read when reporting to or leaving their work stations, or during their free time. All notices or literature posted does not first have to be approved by the City or the Chief of Police.

The Lodge agrees that no notices will be placed on the bulletin board which contains:

- A. Personal attacks upon any City employee;
- B. Scandalous, scurrilous, or derogatory attacks upon the Administration;
- C. Attacks on any other employee organizations;
- D. Any obscene material;
- E. Ethnic material.

Section 3.6. Ballot Box: The Lodge shall be permitted, upon prior written notification to the Chief of Police, to place a ballot box at the Police Department for the purpose of collecting members' ballots on all Lodge issues subject to ballot.

Such box shall be the property of the Lodge and neither the box nor its contents shall be subject to the City's review. Such balloting shall not interfere with work activities.

Section 3.7. Use of Departmental Mail System: The Lodge shall be permitted to utilize, at no cost or loss of time to the City, the Departmental Mail Boxes for the purpose of providing information pertaining to Lodge business to bargaining unit employees. The Lodge agrees that the use of the mail system will be reasonable and limited to providing information that is necessary for the normal conduct of Lodge business or bargaining unit representation. All mail placed into the mail boxes by the Lodge shall be the property of the bargaining unit members to whom it is addressed, and such mail shall not be subject to review by the City.

Section 3.8. Place for Meetings: Meetings of the Committees of the Lodge 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. Committees shall not consist of more than five (5) members and shall meet as necessary to administer this Agreement.

ARTICLE 4
MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 4.1. Management Rights and Responsibilities: Except to the extent expressly modified or provided by a specific provision of this Agreement, the City reserves and retains solely and exclusively all of its statutory and common law rights to manage the operation of the Safety Department of the City of Xenia, Ohio.

The sole and exclusive rights of the City which are not abridged by this Agreement shall include but are not limited to its right to establish or continue policies, practices or procedures for the conduct of the Safety Department and its services to the citizens of Xenia, and from time to time, to change or abolish such practices or procedures if the change or abolishment is not in conflict with this Agreement. The City retains the right:

- A. to determine the number of hours per day or week any operation of the Safety Department may be carried on;
- B. to recruit, select, and determine the number of qualifications and characteristics of employees;
- C. to assign such work in accordance with the requirements determined by the City;
- D. to establish training programs and requirements for upgrading employees;
- E. to establish and change work schedules and assignments;
- F. to transfer, promote, lay off, or otherwise relieve employees from duty for lack of work or other legitimate reasons;
- G. to continue, alter, make and enforce reasonable rules for the maintenance of discipline;
- H. to suspend, demote, discharge, or otherwise discipline employees for just cause;
- I. to take such measures as the City may determine to be necessary for the orderly and efficient operation of the Safety Department. Nothing herein shall prevent an employee from presenting his grievance for the alleged violation of any article or specific term of this Agreement. None of the Management rights contained herein shall be exercised in a capricious or discriminatory manner against any employee or group of employees.

ARTICLE 5
NON-DISCRIMINATION

Section 5.1. Non-Discrimination: The parties hereto agree that neither shall discriminate against any bargaining unit member because of membership or non-membership in the Lodge, or the participation in the activities herein prescribed, nor discriminate against any member of the Lodge for any action involving a member's assigned duties on behalf of the City of Xenia, Ohio.

Section 5.2. Compliance: The City, the Lodge, and each member will fully comply with all applicable laws, constitutional provisions, or ordinances forbidding discrimination on account of race, color, religion, sex, disability, national origin, ancestry, age, marital status, or political affiliation.

Section 5.3. Plurals and Gender: Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular. Words, whether in the masculine, feminine, or neuter genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders, it is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 6
LODGE/LABOR COUNCIL BUSINESS

Section 6.1. Shift Representation: The Lodge may select one representative per shift and one alternate representative per shift to act in the absence of the representative. These shift representatives shall be certified to the City in writing. Only those representatives certified by the Lodge in writing will be permitted to conduct business on behalf of the Lodge.

Section 6.2. Grievance Representative: The Lodge shall appoint one of its members as Grievance Representative, and may select an alternate to act in the absence of the Grievance Representative. The Grievance Representative shall be identified, and the City kept informed as to the member's identity at all times. Such member shall act as liaison between the City and the Lodge in grievance matters. The Grievance Representative's duties shall include:

- A. Attendance at Labor/Management Committee meetings.
- B. Responsibility for posting Lodge notices on the Bulletin Board and policing it for improper materials.
- C. Representing the Lodge in investigating and processing of grievances beginning at Step 2 of the Grievance Procedure.
- D. Replacing a shift representative who is unavailable.
- E. Notifying Management of the Lodge's intent to invoke or not to invoke any steps of the Grievance Procedure beyond Step 1.
- F. General responsibility for handling grievances beyond Step 1.

The Grievance Representative may be released at reasonable times upon request to participate in meetings and discussions with regard to grievances or aforementioned problem areas without loss of pay or benefits.

Section 6.3. Negotiations: The number of employees attending negotiations will not exceed four (4). If an employee is on duty at the time the employee is attending the negotiating session, the employee shall be paid. If the employee is not on duty at the time, no compensation will be paid.

Section 6.4. Delegates/Lodge Officers: The City shall make reasonable provisions for authorizing use of vacation leave, holiday time, or compensatory time for employees to attend or conduct Lodge functions. Such release from duty is subject to scheduling requirements in the interest of efficient operation of the department but shall not be arbitrarily refused by the City.

Section 6.5. Administration: The City will make provisions for a total of forty eight (48) hours authorized leave annually for the Lodge and forty eight (48) hours for the Labor Council Officials (or designees) to attend conventions or other major business meetings. The above time off for such officials (or designees) shall be days off with full pay at no expense to the employee's vacation or sick leave credit.

Officials of the Lodge and the Labor Council shall, at least ten (10) 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 (3) working days after receipt, provided Division Operations will not be unreasonably affected on the scheduled days in question.

ARTICLE 7
NO STRIKE/NO LOCKOUT

Section 7.1. No Strike: Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, including resolution by an impartial third party, the City and the Lodge recognize their mutual responsibility to provide for uninterrupted services to the citizens of Xenia.

The Lodge agrees that neither it, its officers, agents, representatives, or any employees covered by this Agreement will authorize, instigate, cause, aid, condone, or participate in any strike or work stoppage for the duration of this Agreement. When the City notifies the Lodge by telephone, verified by certified mail, that any employee covered by this Agreement is engaged in any strike activity, the Lodge shall notify striking employees that they are required to return to work and if they refuse, then they become subject to the provisions of Section 4117 of the Ohio Revised Code.

Section 7.2. No Lockout: The City agrees that neither it, its' officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of members of the Lodge as a result of a labor dispute with the Lodge, provided the Lodge members are not in violation of Section 7.1 of this Article.

ARTICLE 8
LABOR/MANAGEMENT MEETINGS

Section 8.1. Meetings: In the interest of sound Labor/Management relations, the Lodge and the City will meet no less than once each quarter at agreeable dates and times for the purpose of discussing those matters outlined in Section 2 below. Meetings in the first and third quarters shall be called by Management and meetings in the second and fourth quarters shall be called by the Lodge. The Parties may mutually agree to additional meetings as necessary. The quarterly meetings may be cancelled by the calling party if they do not have an agenda. Meetings shall be held within a reasonable time (not to exceed 14 calendar days unless mutually extended by both parties) after a request by either party, having regard for the seriousness of the issues involved. Normally, no more than three (3) employee representatives of the Lodge, three (3) representatives of the City, and one (1) non-employee representative from either party shall be permitted to attend such meetings.

Section 8.2. Agenda: The party requesting the meeting shall furnish an agenda with the request for the meeting. The Labor Council will furnish names of the Labor Council employees who will be attending. Subjects that may be discussed at these meetings shall include (but not limited to) the items listed below:

- A. Discuss the administration of this Agreement;
- B. Notify the Lodge of changes made by the City, which may affect bargaining unit members;
- C. Discuss grievances, which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed by the parties;
- D. Disseminate general information of interest to the parties;
- E. Give the Lodge representatives the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;
- F. Discuss ways to improve efficiency and work performance; and
- G. Consider and discuss health, safety, and training matters.

Section 8.3. Attendance: Lodge 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.

Section 8.4. Reports: Written responses promised by each party's representatives during meetings, to items raised at such meetings, will be submitted to the other party's representatives who attended the meeting within fifteen (15) calendar days after the meeting, unless the parties mutually agree to a time extension. The Labor Council may submit a written report as a result of such meetings.

ARTICLE 9
PERSONNEL FILES

Section 9.1. Personnel Files: There shall be only one (1) official personnel file per employee maintained by the City.

- A. Every member shall be allowed to review their personnel file at any reasonable time upon written request. A member may also authorize their attorney to review their personnel file. Such request shall be made to the Human Resources Director and review of the file shall be made in the presence of the Human Resources Director or the Human Resources Director's designee.
- B. Any member may copy documents in their file. The City may levy a charge for such copying. Such charge shall bear a reasonable relationship to actual costs.
- C. If upon examining their personnel file, any member has reason to believe that there are inaccuracies in documents contained therein; the member may write a memorandum to the Human Resources Director explaining the alleged inaccuracy. The Human Resources Director shall attach the memorandum to the document in the file and shall note thereon the City's agreement or disagreement with the memorandum's contents. Any employee's signature on a document shall mean the member has seen the document and not that the member agrees with its contents unless it is so stated on the document.
- D. The Employer shall notify the member when someone outside city government accesses their file. To the extent allowed by law the Employer shall determine the identity of the person and the reason for such request.
- E. Records of oral or written reprimands shall cease to have force and effect or be considered in future discipline matters one (1) year after their effective date, providing there are no intervening disciplinary actions taken during that time period.
- F. Records of suspension, demotion, or discharge shall cease to have force and effect or be considered in future discipline matters three (3) years after their effective date, providing there are no intervening disciplinary actions taken during that time period. Upon request of the employee, outdated records shall be removed from the employee's personnel file and sealed to await destruction by the proper method as prescribed in the Ohio Revised Code.

ARTICLE 10
INVESTIGATIONS 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 Division. The specific procedures and rights of the City and the employees are outlined so that a clear understanding by both parties may be realized.

Section 10.2. Police Investigation Procedures: The City will use the existing chain of command structure to clarify complaints or allegations regarding members of the Police Division. In general, (unless a special Grand Jury has been convened) the Police Division will be used to investigate criminal complaints or criminal 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. All shooting instances will be investigated by the Police Division at the direction of the Chief of Police unless the Chief defers to other qualified law enforcement agencies. Disciplinary functions will be handled through the existing chain of command structure.

Section 10.3 Internal Investigations:

- A. 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.
- B. Before an employee may be charged with any violation of the Division's Rules and Regulations for a 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. During interviews where an action of record may occur, if an employee desires, the employee shall be given a reasonable opportunity to consult with an appropriate Lodge representative and/or attorney before being required to answer questions.
- C. 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 discipline or discharge of the employee.
- D. All interrogations and/or interviews of members conducted in conjunction with an investigation shall be audio or video tape recorded by the City at the request of either party. If the employee's statement is reduced to writing, the employee or representative authorized by the employee shall be given a copy of said statement.

- E. When any anonymous or frivolous complaint is made against an employee and if after an investigation there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded.
- F. Any interrogation, questioning, or interviewing of an employee will be conducted at hours reasonably related to the employees shift, preferably during working hours. Such sessions shall be for reasonable periods of time, and time shall be allowed during such questioning for rest periods and attendance to other physical necessities.
- G. Employees may be given a polygraph examination and/or voice stress analyzer examination only if they are the primary focus of an investigation (or a known witness to the incident) that could lead to termination or at the employee's written request directly to the Chief of Police.
- H. In the interest of fair and expeditious corrective action, an employee who has allegedly committed a violation of a minor nature relating to the employee's performance may be interviewed by an immediate supervisor prior to orally correcting and counseling said employee.

Section 10.4. Disciplinary Procedure:

- A. No employee shall be disciplined, reduced in pay or position, suspended or removed, except for just cause. Warnings or 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 will be followed with respect to minor offenses. It shall be corrective and applied in a uniform manner. Normal progressive discipline shall consist of, but not limited to, an oral warning, written reprimand, short-term suspension, and either a long-term suspension, demotion, or discharge.
- C. The City may take corrective action deemed necessary by the circumstances on a case-by-case basis.
- D. When the Chief of Police schedules an employee for a hearing for the purpose of determining whether or not the employee has committed an infraction which could result in a disciplinary action of record, the employee will be notified of the right to be represented by a representative of the Lodge. A hearing is a meeting between an employee and the City's Representative at a prescribed time and place after the alleged occurrence of the work-related offense. No such hearing shall be held until the employee has had the opportunity to obtain such representation or has waived such right. A copy of the charges and a brief outline supporting such charges shall be sent to the employee not less than five (5) working days prior to the date of the hearing. Findings will be issued to the employee after any hearing for which formal charges and specifications have been prepared.
- E. The City agrees that all disciplinary procedures shall be carried out in private and in a

businesslike manner.

- F. In cases where a suspension of ten (10) days or less has been imposed on a bargaining unit employee, the City may offer the employee the option to forfeit accrued leave time (vacation, compensatory time). The forfeiture shall be one (1) hour of leave for each hour of proposed suspension. The type of leave shall be the employee's choice. The forfeiture of leave shall constitute corrective action of record and shall be placed in the employee's personnel file. The forfeiture of leave shall constitute the final resolution of the departmental charges. Once accepted by the employee, forfeiture of leave is not subject to appeal.

Section 10.5. Discovery: Discovery shall be available, prior to any pre-disciplinary hearing, of evidence to be presented at said hearing. Should any new evidence develop during the hearing, a continuance may be granted to the employee upon receipt so that the new evidence may be reviewed by the employee and the employee's grievance representative and/or attorney.

Section 10.6. Filing of Charges: Internal investigations which result in the filing of criminal charges will be processed in accordance with the procedures of this Article regarding notification of allegations being investigated, except in cases where the interest of the investigations is best served through a confidential investigation.

Section 10.7. Performance Evaluations: Performance evaluations shall be completed in accordance with Civil Service Regulations. Management reserves the right to evaluate employees more often, as may be necessary on a case by case basis. All performance evaluations shall be reviewed with the employee by the employee's supervisor.

ARTICLE 11
GRIEVANCE PROCEDURE

Section 11.1. Purpose: There shall be an earnest, honest, and prompt effort to settle differences, if any controversy or differences arise between an employee and Management or the Lodge and Management with respect to any claimed violation of this Agreement.

Section 11.2. Definitions:

- A. A grievance is defined as a claimed violation of this Agreement.
- B. A class grievance or group grievance is defined as a claimed violation of this Agreement which affects uniformly a group of employees and which can be resolved as to the employees in such group by processing a single grievance.
- C. All grievances shall move up the steps (after each step) by placement of the grievance forms in the Chief's Secretary's in-box.

Section 11.3. Procedures:

Step 1. The employee or group of employees will verbally present the complaint to the immediate supervisor for disposition. The grievant(s) may be accompanied by a Lodge Representative. If the matter is not resolved to the employee(s) satisfaction, the grievance must be reduced to writing, setting forth the provision of this Agreement claimed to have been violated, the nature of the grievance, the facts upon which the grievance are based, the relief sought by the grievant(s), the date of the verbal discussion, (said date being prima facie valid) and the supervisor with whom the discussion was held. This will be done within fourteen (14) calendar days of the time the incident giving rise to the grievance occurred or within fourteen (14) calendar days of the time the grievant(s) could reasonably have learned of the claimed grievance. The Supervisor will reply in writing to the grievant(s) within seven (7) calendar days after it has been presented to the Supervisor. If the grievant(s) is not satisfied with the reply of the Supervisor, the grievant(s) shall proceed to Step 2 of this procedure.

Step 2. The written grievance must be filed by the Lodge within seven (7) calendar days after the reply of the immediate supervisor has been received by the grievant(s) and shall be filed with the Captain who is in the chain of command with regard to the matter being grieved. The Captain will render a written decision to the grievant(s) with a copy to the Lodge and to the Chief of Police within fourteen (14) calendar days from the time the Captain receives the grievance in writing. If the Captain fails to render a written decision within fourteen (14) calendar days or if the decision is not satisfactory to the grievant(s) the Lodge may proceed to the third step within seven (7) calendar days. If the Lodge does not proceed to Step 3 within seven (7) calendar days the grievance shall be considered satisfactorily resolved.

Step 3 . The written grievance must be filed by the Lodge within seven (7) calendar days after the reply of the Captain has been received by the grievant(s) and shall be

filed with the Chief of Police. The Chief of Police will render a written decision to the grievant(s) with a copy to the Lodge within fourteen (14) calendar days from the time the Chief of Police receives the grievance in writing. If the Chief of Police fails to render a written decision within fourteen (14) calendar days or if the decision is not satisfactory to the grievant(s) the Lodge may proceed to the forth step within fourteen (14) calendar days. If the Lodge does not proceed to Step 4 within fourteen (14) calendar days the grievance shall be considered satisfactorily resolved.

Step 4. If the grievance has not been satisfactorily resolved at Step 3, the grievance shall be submitted in writing by the Lodge to the City Manager or the Manager's designee. The City Manager or the Manager's designee with the assistance of the Chief of Police, shall investigate the matter and hold a grievance hearing at a mutually agreeable location within fourteen (14) calendar days. The City Manager shall respond to the Lodge and the grievant(s) in writing within fourteen (14) calendar days after the hearing. Both the Lodge and the Management shall have the right to call such witnesses as are necessary to the investigation of the grievance. The grievant(s) may be represented by two Lodge representatives and/or counsel, and Management may also be represented by counsel. If a written notice of intent to file under the arbitration procedure (Step 4) is not received by the City Manager's Office fourteen (14) calendar days after receipt by the Lodge of the written reply from the City Manager, the matter shall be considered satisfactorily resolved.

Step 5. Within fourteen (14) calendar days of receipt of intent to file for arbitration proceedings under the grievance procedure, the City Manager and the Lodge shall by letter jointly request a panel list of seven (7) arbitrators from the Federal Mediation and Conciliation Service or American Arbitration Association. The parties shall then choose an arbitrator by alternately striking names from the list until such time as one (1) name remains as the arbitrator chosen by the parties. The parties shall alternate striking the first name. A date for such arbitration shall be set as soon as possible in accordance with the wishes of the parties and the availability of the arbitrator. Any city employee called by either party shall not suffer loss of pay. The arbitrator shall reduce the award to writing and state reasons for reaching the decision. The arbitrator shall have no power to add to, subtract from, or modify any provisions of the Agreement. The decision of the arbitrator shall be final and binding on the parties.

Both the Lodge and the City shall share equally in the costs for the arbitrator including the arbitrator's fees and expenses, and other necessary expenses of the arbitration procedure.

Section 11.4. Time Limits: In the event management fails to reply to a grievance as set forth herein within the appropriate time, the grievant(s) may proceed to the next step. A grievant(s) who does not proceed to the next step within the appropriate time limit shall be considered to have the grievance satisfactorily resolved unless management shall have caused the delay by

failure to respond. It is understood that the time limits imposed in this Article may be extended at any step by mutual written consent of the parties in that step. Likewise, any step in the grievance procedure may be eliminated by mutual written consent of the City Manager and the Lodge. A grievance that is filed because of disciplinary action shall be submitted at the level that issued the discipline.

Section 11.5. Lodge Participation:

- A. The grievant shall have the right to have a Lodge representative present at any of the steps of the grievance procedure.

- B. While an employee may discuss differences, controversies, or a claimed violation of the contract with their immediate supervisor in an attempt to resolve the matter, no formal or written grievance may be filed or processed unless such action is approved by the Lodge representative as provided for heretofore and no grievance shall proceed to Arbitration without the consent of the Labor Council Staff Representative.

Section 11.6. Informal Discussions: The Grievance Procedure shall in no way prevent an employee from approaching a Supervisor for information and/or discussion about any matter which might otherwise be initiated as a grievance.

ARTICLE 12
SENIORITY

Section 12.1. Definition: City seniority means an employee's length of continuous service with the City since the employee's last date of hire. Classification seniority shall mean the length of continuous service in a single classification within the Police classification series beginning with the date of appointment into that classification with the City (commonly referred to as "time in grade").

Notwithstanding the paragraph above; seniority time shall be prorated to reflect those periods of absence due to unpaid leave of absence or suspension.

Section 12.2. Seniority List: Every twelve (12) months, the City shall post a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Lodge when it is posted.

Section 12.3. Probationary Period: Every newly hired Police Employee will be required to successfully complete a twelve (12) month probationary period from date of hire or certification as a Police Officer, whichever is later. A newly hired probationary employee may be terminated any time during the probationary period and shall have no appeal over such removal to the grievance procedure contained herein or to the Civil Service Commission.

Section 12.4. Termination of Seniority: The following situations constitute breaks in continuous service for which seniority is lost:

- A. Discharge for just cause;
- B. Retirement;
- C. Layoff for more than one (1) year;
- D. Failure to return to work within fourteen (14) calendar days of a recall from layoff;
- E. Failure to return to work at the expiration of a leave of absence; or
- F. Resignation.

ARTICLE 13
LAYOFF AND RECALL

Section 13.1. Layoff Notification: When the City determines that a layoff or job abolishment is necessary, they shall notify the affected employees fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment if hand delivered; if mailed it shall be postmarked seventeen (17) calendar days in advance. The City, upon request from the Labor Council, agrees to discuss with representatives of the Labor Council the impact of the layoff on bargaining unit employees.

Section 13.2. Layoff: The City shall determine in which classification layoffs will occur. Probationary employees will be laid off prior to permanent employees. Permanent employees will be laid off based on classification retention points, as per Civil Service rules. In the event two (2) or more employees began work on the same day, their Civil Service written exam score shall determine seniority listing. If two (2) or more employees began work on the same day and their Civil Service written exam score is the same, then their application receipt date and time shall determine seniority listing.

Section 13.3. Recall Notification: Notice of recall shall be sent to the employee, by certified mail with a copy to the Labor Council. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last address provided by the employee.

Section 13.4. Time Limits: An employee shall be eligible for recall for a period of two (2) years after the effective date of the layoff. When the Employer recalls persons off the recall list, they shall be recalled to their previous classification, but not necessarily to the shift they were working when laid off. Vacancies in a classification shall not be filled until all employees eligible for recall to that classification have been offered recall.

The recalled employee shall have five (5) calendar days following the receipt of the recall notice to notify the City of the employee's intention to return to work and shall have an additional fourteen (14) calendar days in which to report for duty if employed, otherwise an additional five (5) calendar days to return to work, if unemployed.

In the event of extenuating circumstances (e.g. illness, injury, absence from the City, or other good cause) preventing the employee from returning to work within the fourteen (14) calendar day limit, the City may grant a reasonable extension, but not to exceed thirty (30) calendar days.

Section 13.5. Recall Probationary Period: Recalled employees 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.

Note! This Article is for information only. Actual layoffs and recalls shall follow Civil Service layoff and recall procedures.

ARTICLE 14
DRUG/ALCOHOL TESTING

Section 14.1. Testing: Drug/alcohol testing may be conducted on employees, post-incident, reasonable suspicion, or randomly as part of The Bureau of Workers Compensation's drug free workplace. Random testing may test no more than twenty-five percent (25%) of the citywide work force once a year unless there is already reasonable suspicion. The location of submitting samples shall be at the City Hall building. All samples shall be collected from on duty employees only. On duty may include immediately before or immediately after a scheduled tour of duty at the appropriate rate.

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:

- A. 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;
- B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use or trafficking;
- D. Information provided either by reliable and credible sources or independently corroborated;
- E. Evidence that an employee has tampered with a previous drug test; and
- F. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

A bargaining unit employee may of their own volition, even if not ordered to do so, undergo a drug and/or alcohol screening test if the employee is involved in an on-duty incident or accident involving bodily injury, extensive property damage, or death. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

Section 14.2. Screening: All drug screening tests shall be conducted by medical laboratories certified by the Department of Health and Human Services or certified by a DHHS recognized certification program. No test shall be considered positive until it has been confirmed by a Gas Chromatography/Mass Spectrometry full scan test or its equivalent. The procedures utilized by the City and testing laboratory shall include an evidentiary chain of custody control. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article. The split sample method of collection shall be used and shall follow prescribed testing procedures. Collection of samples for all random testing shall take place in the police department.

Section 14.3. Alcohol Testing: Alcohol testing shall be done in the same manner as is used to detect drivers operating a motor vehicle under the influence. A positive result of a blood alcohol concentration of .03% or above shall entitle the City to proceed with sanctions as set forth in this Article.

Section 14.4. Test Results:

- A. The results of the testing shall be delivered to the City and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided for under this Article may be grounds for discipline.
- B. The City may suspend the employee without loss of pay before the time the confirmatory test results are complete. If the screening test and confirmatory test are positive, the City may discipline the employee. The use of illicit substances, on or off duty, will ordinarily result in termination. The improper use of prescription drugs and/or alcohol may result in a lesser discipline, depending upon the relevant circumstances. Such discipline must be uniform in its application.

Section 14.5. Retesting Procedure:

- A. If a drug screening test is positive, the employee may, upon written request have the split sample retested by a DHHS certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result.
- B. In the event the retested split sample confirms the results of the first test, the City may proceed with the sanctions as set forth in this Article.
- C. In the event that the retested split sample contradicts the result of the first test, the retested split sample result is determined to be the final result. The results of this test, if positive, shall allow the City to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.

Section 14.6. Laboratory: The name of the testing laboratory shall be maintained by the City. This laboratory shall conduct any testing directed by the City.

Section 14.7. Employee Sanctions: If the testing required above has produced a positive result, the City may take disciplinary action and/or require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave, and personal leave days for a period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to their former position. Such employee may be subject to periodic retesting upon return to the employee's position for a period of one (1) year from the date of return to

work. Any employee in a rehabilitation or detoxification program, in accordance with this Article, will not lose any seniority or benefits should it be necessary for the employee to be placed on medical leave of absence without pay for a period not to exceed ninety (90) days.

Section 14.8. Failure to Comply: If the employee refuses to undergo rehabilitation or detoxification, or if the employee tests positive during a retesting within one (1) year after return to work from such a program, the employee shall be subject to disciplinary action up to and including termination of employment.

Section 14.9. Cost of Tests: Costs of all drug screening tests and confirmatory tests shall be borne by the City except that any test initiated at the request of the employee shall be at the employee's expense.

Section 14.10. Records of Results: All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with and subject to state and federal law.

ARTICLE 15
RULES AND REGULATIONS/SAFETY

Section 15.1. Rules and Regulations: The City agrees that Rules, Regulations, Policies, and Procedures of the Division shall be furnished to all members of the bargaining unit in written form.

To the extent possible the City agrees that amendments to the Rules, Regulations, Policies, and Procedures shall be provided to the Lodge in written form fourteen (14) days in advance of their implementation. The Lodge or any official of the bargaining unit may request a meeting of the Labor-Management Committee to seek clarification or to present alternative viewpoints with respect to such amendments.

The City may, in emergencies or where the City is in immediate jeopardy, implement a change in the Rules, Regulations, Policies, and Procedures. The Lodge review will take place within fourteen (14) days of implementation.

The Rules, Regulations, Policies, and Procedures shall be applied and interpreted consistently by the City and may not violate any provision of this Agreement.

Nothing herein shall be construed in any manner as a limitation on the City's right to alter its Rules, Regulations, Policies, and Procedures.

Section 15.2. Safety Policy: The City agrees to maintain in safe working condition all facilities and equipment furnished by the City to carry out the duties of each bargaining unit position, but reserves the right to determine what those facilities and equipment shall be. The Lodge agrees to work cooperatively in maintaining safety in the Police Division.

ARTICLE 16
HOURS OF EMPLOYMENT AND OVERTIME

Section 16.1. Bi-Weekly Work Period and Compensation: Hours of work for full-time employees shall be eighty (80) hours in a fourteen (14) day period. Hours of work shall include Saturday and Sunday in the interest of public health, safety and welfare. The bi-weekly work period for scheduling and overtime purposes shall be defined in Section 4 below as fourteen (14) days. Each employee shall be paid for all regularly scheduled hours at the conclusion of the bi-weekly period in accordance with a schedule developed by the Director of Finance.

Section 16.2. Period Definitions: The bi-weekly period is defined as a fourteen (14) day period of time commencing on a Sunday (0001 hours) and ending on a Saturday (2400 hours). A day is defined as a twenty-four (24) hour period commencing at 0001 hours and ending at 2400 hours. An employee's normal workday is: an eight (8) hour shift of eight (8) consecutive hours, a ten (10) hour shift of ten (10) consecutive hours, a twelve (12) hour shift of twelve (12) consecutive hours or a shift of consecutive hours as may be otherwise mutually agreed to in the interest of public health, safety, and welfare. An employee's work shift shall be counted as the day the work shift starts.

Section 16.3. Trading Days: The City will allow, at its discretion, trading of workdays within the work period. In such cases, both employees shall take such time at straight time.

Section 16.4. Overtime:

- A. Employees shall be compensated at a rate of one and one-half (1-1/2) times their hourly rate for all hours worked (excluding sick leave hours and injury leave hours) in excess of eighty (80) in the bi-weekly period except as specified in other Articles and Sections of this Agreement. There will be no rescheduling of regularly scheduled hours within a pay period to avoid the payment of overtime. However, this will not prohibit temporary reassignments to a different shift for special circumstances or for scheduled training. Compensation for overtime work in a work period shall be paid no later than at the conclusion of the next succeeding pay period.

- B. Employees who work a twelve (12) hour schedule (six (6) – twelve (12) hour days and one (1) eight (8) hour day) may submit to their immediate supervisor, their first working day of the pay period, a preference for their choice of the eight (8) hour day in the following pay period. The supervisor will approve the schedule no later than beginning of the following pay period for all employee's eight (8) hour days, including the employee's choices if possible. The eight (8) hour shift may be the first or last eight (8) hours of the standard twelve (12) hour shift.

Section 16.5. Pyramiding Prohibited: Vacation leave hours, holiday hours, or other authorized leave hours (excluding sick leave and injury leave hours) shall be included in the total of hours worked to determine overtime hours, but in no event shall an employee pyramid overtime. If an employee is off on sick or injury leave status during any twenty-four (24) hour day (2400 hrs. -

2359 hrs.) and is in paid status for court or training, the employees sick or injury leave hours will be reduced hour for hour by the minimum amount set for payment in the court and training sections of this Agreement. The employee will not be paid overtime on any such day until sick or injury leave hours for that day have been reduced to zero (0).

Section 16.6. Holiday Work: Regular scheduled hours of work for officers shall include holidays in the interest of public health, safety and welfare consistent with other Articles and Sections of this Agreement.

Section 16.7. Compensatory Time: Each employee shall be allowed to accumulate up to a total of one hundred and eighty (180) hours compensable time (including regular compensatory time and fitness compensatory time). Hours shall be accrued at a rate of one and one-half (1-1/2) hours for every hour worked. For the purpose of this contract, the one hundred eighty (180) hour cash out option will take effect in 2010.

If an employee elects to take time off regularly scheduled hours in lieu of payment for any time compensable as overtime, such time off shall be granted by the Chief at a rate of one and one-half (1-1/2) hours off for every hour worked at a time mutually convenient to the employee and the Chief or the Chief's designee.

Accumulated unused compensable time shall be reimbursed between November 1 and Thanksgiving, as determined by the Finance Director, at the employee's regular hourly rate of pay. Overtime hours converted shall be limited to eighty (80) hours of overtime (one hundred twenty (120) compensatory time) in a calendar year. Once the eighty (80) hour limit is reached all overtime in a calendar year will be paid as overtime. The member may carry over forty (40) hours of compensable time from one (1) calendar year to the next.

Section 16.8. Double Time: All employees shall be paid on the basis of one-hundred percent (100%) increase over their regular hourly rate (commonly called double time), for all work done on the eighth (8th) consecutive day actually worked. To be eligible for double time, an employee must actually work and not be in paid leave status, including being off work on a holiday, for a minimum of eight (8) hours each day for each of the seven (7) preceding days.

NOTE: On this Section, it is the employee's obligation to point out to the City when this (work on the eighth (8th) consecutive day) occurs.

Section 16.9. Overtime Availability: All overtime shall be offered equally to all qualified employees in their classification except:

- A. in case of emergency,
 - B. when it becomes necessary for the proper and efficient operation of the Police Division,
 - C. when a particular employee with special skills or qualifications is needed.
- Notwithstanding the prior exceptions, the City shall make all reasonable efforts to equalize overtime within a six (6) month period of time. The City will document manpower overtime offered, worked, or refused.

Section 16.10 Productivity: Employees are expected to use on duty City paid time to perform Police Department functions.

Section 16.11 Daylight Savings Time During the time change in the spring, employees shall submit a "Leave of absence" slip for vacation or "Comp" time for the one (1) hour not worked. Should an employee not have any vacation or "Comp" time, that employee shall only be allowed to work the additional hour. During the time change in the fall, employees shall be paid for all hours worked.

ARTICLE 17
SHIFT PREFERENCE

Section 17.1. Preference: Preference for assignment to a given shift shall be granted to employees of the Division. The procedures or considerations listed shall be followed in order to benefit the employee and to further satisfy the operational needs of the Division.

Section 17.2. Procedure: The following shift preference procedure shall be applicable to assignment of employees:

- A. Shift preference shall be provided forty-five (45) to sixty (60) days prior to each four (4) month rotation.
- B. Each employee shall, by written request to the Chief of Police or designee, show their preference.
- C. Where conflicts occur in determining shift assignments, preference shall be given to employees with classification seniority unless waived or agreed to by the parties.
- D. If seniority is equal, consideration may be given to employees attending educational programs which improves their proficiency and enhances overall division efficiency.
- E. Shift preference shall apply to police officers who have been sworn officers for at least two (2) years.
- F. Shift assignments shall be posted thirty (30) days prior to beginning date.

Section 17.3. Necessary Changes: The exercise of shift preference shall not limit the City from making any work schedule changes at any time that it becomes necessary for the proper and efficient operation of the Police Division, but upon said change, shift preference shall be re-implemented as soon as practicable.

The City acknowledges that it is not the Officers' desire to work the traditional 6 – 2 schedule if at all possible. The City agrees that it will consider alternate schedules in lieu of the 6 – 2 schedule as manning levels and division goals allow. The Lodge acknowledges that at all times manning levels and division goals may dictate use of the 6 – 2 schedule and the City has the final say in determining what schedule will be used.

ARTICLE 18
PAY PLAN

Section 18.1. Pay Plan Police Officers shall be paid in accordance with the following pay range 215 pay plan:

Basic Pay Schedule from *September 4, 2011 to December 24, 2011 (0%)*

STEPS	B	C	D	E	F
HOURLY	\$21.31	\$22.56	\$23.90	\$25.37	\$29.33
BI-WEEKLY	\$1,704.80	\$1,804.80	\$1,912.00	\$2,029.60	\$2,346.40
ANNUALLY	\$44,324.80	\$46,924.80	\$49,712.00	\$52,769.60	\$61,006.40

Basic Pay Schedule from *December 25, 2011 to December 22, 2012 (1%)*

STEPS	B	C	D	E	F
HOURLY	\$21.52	\$22.79	\$24.14	\$25.62	\$29.62
BI-WEEKLY	\$1,721.60	\$1,823.20	\$1,931.20	\$2,049.60	\$2,369.60
ANNUALLY	\$44,761.60	\$47,403.20	\$50,211.20	\$53,289.60	\$61,609.60

Basic Pay Schedule from *December 23, 2012 to August 31, 2013 (1%)*

STEPS	B	C	D	E	F
HOURLY	\$21.74	\$23.02	\$24.38	\$25.88	\$29.92
BI-WEEKLY	\$1,739.20	\$1,841.60	\$1,950.40	\$2,070.40	\$2,393.60
ANNUALLY	\$45,219.20	\$47,881.60	\$50,710.40	\$53,830.40	\$62,233.60

Note: Step B is the Certified Police Officer hiring rate.

The bi-weekly and annual amounts set forth in the pay schedule are based on an eighty (80) hour bi-weekly work schedule and twenty-six (26) bi-weekly periods per annum and are for information only. Pay will be based on the hourly rate.

Parties agree to reopen this article pertaining to wage rates for the third year of the agreement no later than July 1, 2013.

Section 18.2. Non-Certified Officer Compensation. Persons hired requiring the

completion of police academy training and state certification will be designated as “Officer Candidates” and will be compensated at an hourly rate five per cent (5%) below Step B of the current contract.

ARTICLE 19
CALL-IN TIME AND PAY

Section 19.1. Call-in Time: Call-in time is defined as time for work assigned by the Chief of Police or the Chief's designated representative, and performed by an officer at a time disconnected from the Officer's normal or prescheduled hours of work. Call-in time is not extra time at the beginning or end of the normal or prescheduled hours of work.

Section 19.2. Call-in Pay: An officer who is called in will be credited with a minimum of two (2) hours of work. An officer who is called in and works more than two (2) hours will be paid for actual hours worked.

Officers will be compensated for call-in time at their regular hourly rate until their total number of hours worked exceeds eighty (80) in a pay period. Officers will be paid at a rate of one and one-half (1 ½) times their regular hourly rate for hours worked in excess of eighty (80) hours in a pay period. The total of hours worked will be calculated in accordance with Article 16.

Section 19.3. Hours of Work: The officer is expected to perform a minimum of two (2) hours of work unless otherwise excused and will receive two (2) hours of pay. Each officer is required to check with their supervisor to determine if additional work is to be performed.

The officer may choose, at their option, to work less than two (2) hours. In that case the officer will be compensated for hours actually worked.

Section 19.4. Rest Period: Employees who work, (e.g. court time, training time, call-out, etc.) four (4) or more hours prior to the start of the employee's regular shift will be permitted to take up to six (6) hours of rest time. In the event that two (2) or more employees are so affected, the immediate supervisor will permit up to four (4) hours of rest period for each employee. The supervisor will stagger the rest periods during the shift thereby minimizing the man hour impact on the shift. The rest period time will be deducted from the individual employees' compensatory time or vacation leave.

ARTICLE 20
COURT TIME

Section 20.1. Required Appearance: All employees who are required to appear in court for criminal proceedings or administrative hearings such as liquor violations for license suspensions, when off duty, shall be credited with the actual time that they are required to be in court at a one and one-half (1-1/2) rate on a scheduled workday. In no event will an employee receive less than three (3) hours pay at one and one-half (1-1/2) times their rate of pay. However, should the court appearance fall within the three (3) hour time frame before the employees tour of duty, the employee shall receive one and one-half (1-1/2) times their hourly rate for the hours between the appearance and the duty time. If the scheduled court time falls within one hour of the end of the employee's tour of duty, the employee shall receive one and one-half (1-1/2) times their hourly rate for the hours between the end of duty time and the completion of the court appearance. Employees shall receive no less than four (4) hours pay at one and one-half (1-1/2) times their regular rate for such appearance on their regular scheduled days off.

Section 20.2. Pay: Officers will not ordinarily be paid for court appearances in civil matters. However, when the appearance of an officer in a civil action is at the request of the City or on behalf of the City in a matter in which the City is directly interested, or the testimony arises out of and is directly related to the performance of the officer's official duties, the officer, if on duty, shall be released from duty without loss of pay. If the officer, in such a case, is not on duty, the officer shall be paid for the time actually required to be at court at a one and one-half (1-1/2) rate, provided such time is in excess of regularly scheduled hours, but in no event less than three (3) hours time to be paid at one and one-half (1-1/2) times the regular rate of pay. (See Section 16.5)

An officer may be granted compensatory time off in lieu of pay under this Section at a rate of one and one-half (1-1/2) hours off for every hour worked consistent with Article 16, Section 7 of this Agreement.

Section 20.3. Witness Fees: Officers seeking payment for attendance at court hearings or administrative hearings will be expected to collect witness fees for such appearances and shall remit such witness fees to the City. The officer may retain the witness fee and waive the court time payment.

ARTICLE 21
TRAINING

Section 21.1. Training Required: All employees will attend training sessions necessary to maintain and improve skills as required by the Chief of Police unless otherwise excused by the Chief of Police or the Chief's designee.

Section 21.2. Training Hours: Officers attending training schools or classes who work eight (8) hour or ten (10) hour tours of duty shall have one (1) day of training count as one (1) day of work for all such training lasting three (3) days or less. Training lasting four (4) or more days shall be treated as eight (8) hour workdays for all days of such training.

Officers shall be notified in advance of the class hours involved and the number of hours to be paid.

Section 21.3. Payments: Off-duty time spent in required training or instruction connected to the employee's regularly scheduled hours shall be paid at the rate of one and one-half (1-1/2) times the employee's normal rate of pay, for actual hours the employee is involved in the training or instruction. Employees who are required to spend time in training or instruction disconnected from their normal work schedule will be credited with a minimum of two (2) hours of work at a rate of one and one-half (1-1/2) times their normal hourly rate of pay. Employees who are required to spend more than two (2) hours in training or instruction disconnected from their normal work schedule will be paid for actual hours in training or instruction at a rate of one and one-half (1-1/2) times their normal hourly rate of pay. An employee may be granted compensatory time off in lieu of pay under this Section.

ARTICLE 22
PAYMENT FOR WORKING AS TEMPORARY SUPERVISOR

Section 22.1. Definition: An employee required to work and substantially perform the job duties in a higher classification on a temporary basis for more than one (1) hour in a workday shall be paid at the lowest rate in the higher classification for all hours so worked. Supervisors will not assign work requiring the performance of other job duties in a higher classification for periods of less than one (1) hour arbitrarily or capriciously for the purpose of avoiding payment under this Section.

Section 22.2. Training Purposes: Employees may be assigned work as a supervisor with a supervisor for the purpose of supervisory training and not be compensated as specified in Section 1. This Section will not be used for the purposes of avoiding compensation as specified in Section 1 for fully qualified employees.

Section 22.3. Payment: Employees will receive overtime pay using as a basis the rate identified in Section 1, provided the employee was in a work or paid leave status for all regularly scheduled hours in the applicable bi-weekly period and the employee performed these job duties in a higher classification at times beyond the employee's regular bi-weekly schedule.

Section 22.4. Determination of Assignments: The employee receiving the assignment normally will be a senior employee in the classification working on the shift and will have a minimum of three (3) years' seniority in the classification with the City. Demonstrated ability to act as a temporary supervisor will be a factor in determining assignments.

Section 22.5. Work as Field Training Officer: The Chief may appoint a bargaining unit member as a Field Training Officer. The Field Training Officer must meet all established requirements and complete any assigned training for this position. Upon certification, assignment to the position and assignment of a trainee, the Field Training Officer will be entitled to plus rate pay in accordance with Section 1 of this Article.

Article 22.6 Weekend Differential: Should the Employer require employees to work a 6 on / 2 off schedule, a "weekend" differential of twenty-five cents (\$.25) per hour shall apply to all shifts worked that start after 2 p.m. on Friday until 9 p.m. on Sunday night.

ARTICLE 23
HOLIDAYS

Section 23.1. Designated Holidays: The following days are designated as paid holidays for all employees:

- A. The first day of January, known as NEW YEAR'S DAY
- B. The third Monday in January, known as MARTIN LUTHER KING DAY
- C. The third Monday in February, known as WASHINGTON-LINCOLN DAY
- D. The Friday preceding Easter, known as GOOD FRIDAY
- E. The last Monday in May, known as DECORATION OR MEMORIAL DAY
- F. The fourth day of July, known as INDEPENDENCE DAY
- G. The first Monday in September, known as LABOR DAY
- H. The fourth Thursday in November, known as THANKSGIVING DAY
- I. The fourth Friday in November, known as the day after THANKSGIVING
- J. The 25th day of December, known as CHRISTMAS DAY

Section 23.2. Holiday Pay: An employee will receive compensation for the holiday at the employee's normal rate of pay times the employee's normally scheduled hours. When an employee is scheduled to be off on the holiday, the employee will receive an additional days pay at the normal rate of pay. For purposes of this Article, the holiday shall be the shift with a starting time on the holiday.

Section 23.3. Payment for Working Holidays: Employees who are required to work on the holiday will be paid for actual hours worked at a rate of one and one-half (1-1/2) times the normal rate of pay in addition to compensation for the holiday as specified in Section 2 above unless the employee is deemed not eligible for holiday pay. An employee deemed not eligible for holiday pay will be compensated for actual hours the employee worked times the normal rate of pay for work done on the holiday.

Effective January 1, 2007, employees who have a "comp-time" bank of sixty (60) hours or less may choose to convert the overtime portion of holiday pay to compensatory time for holidays actually worked. Such conversion shall be the Employee's choice and said employee shall be responsible for timely completion of required paperwork.

Section 23.4. Eligibility: In order for an employee to be eligible to receive holiday pay, the employee must work the regularly scheduled day before and regularly scheduled day after the holiday, unless otherwise excused on either of those days. An unexcused absence occurring on the regularly scheduled work day prior to or after the holiday will result in the employee receiving no holiday pay.

Section 23.5. Use of Approved Leave on the Holiday: If an employee is scheduled to work on a holiday and is unable to work due to illness, the employee shall be compensated for the holiday at the normal rate of pay times the scheduled hours and not be charged with or compensated for sick leave hours. An employee who uses vacation leave or compensatory time on a holiday shall be paid for vacation leave or compensatory time in addition to holiday pay. An employee who is injured in the line of duty will be compensated for the holiday at the normal rate of pay times the scheduled hours and not be charged with or compensated for injury leave hours.

Section 23.6. Management Determination: The Chief of Police shall determine which employees shall work on the holidays, consistent with other portions of this Agreement.

Section 23.7. Effect of Plus Rating: Employees who work on a holiday as a temporary acting supervisor will receive overtime pay for actual hours worked at the plus rate of pay.

Section 23.8. Personal Time: Effective January 1, 2007, each employee shall be entitled to eight (8) hours of personal time. Personal time may be taken in blocks of four (4) hours. Personal time must be approved in advance to allow management time to adjust the work schedule.

ARTICLE 24
VACATION

Section 24.1. Rates of Accrual: Each full-time employee shall accrue vacation at the hourly accrual rate set forth below for actual regular hours worked or while on a paid leave status. Employees on leave of absence without pay, other unpaid status, or on lay-off from the City shall not accrue vacation hours during the period of such absence.

<u>Length of Service</u>	<u>Hourly Annual Rate</u>	<u>Average Annual Days Vacation</u>
Less than 10 complete years of service	0.04616	12 days
Over 10 but less than 20 years of service	0.06924	18 days
Over 20 complete years of service	0.09231	24 days

The Average Annual Days Vacation employees accrue are based on the hourly accrual rate times two thousand and eighty (2,080) the average hours employees are scheduled to work and are listed for information only.

Section 24.2. Effect of Holidays: In the event a holiday occurs during an employee's vacation, the employee's options are:

- A. Be compensated for the holiday and vacation time and charged vacation hours, or
- B. Be compensated for the holiday only and not be charged with or compensated for vacation hours.

Should the holiday occur, for employees not assigned to uniform patrol, on a day that the employee is regularly scheduled to work and the employee receives the day off, as determined by the City, vacation hours may not be used on that day, nor will additional compensation be granted.

Section 24.3. Call-In During Vacation: If an employee is called in to work while on vacation, the employee shall have the choice, in writing, of the following options:

- A. The employee shall be paid at straight time and not be charged a day of vacation, or
- B. The employee shall be paid at one and one-half (1-1/2) times the regular pay and be charged with a day of vacation.

Employees shall not be called from vacation unless an emergency exists or available manpower falls below a safe level for the Police Division to properly function.

Section 24.4. Vacation Scheduling: Vacation leave shall be used in accordance with the work schedule in effect in the Division and upon approval of the Chief of Police.

Vacation leave must be scheduled sufficiently ahead of time in order to provide management sufficient time to arrange the work schedule.

Whenever two (2) or more employees on a shift wish to take vacations and the work schedule of the Division is such that not all can take it at the same time, classification seniority shall be the determining factor in deciding who shall take vacation.

Length of advance notice required and limitation of numbers of individuals on simultaneous leave shall be at the discretion of Management in line with scheduling difficulties. Once vacation time has been approved, no bumping of said vacation time shall take place on the basis of seniority after thirty (30) days from the date of approval. Once requests have been submitted, the administration shall have fourteen (14) calendar days to approve or deny the request.

Section 24.5. Maximum Accumulation: The intention of vacation is to permit the employee time to rejuvenate from their work schedule. Therefore, substantial accumulation of vacation is strongly discouraged. Accumulation of vacation shall not exceed a maximum of two hundred forty (240) hours for employees with less than twenty-two (22) years of service, and shall not exceed a maximum of three hundred sixty (360) hours for employees with twenty-two (22) or more years of service.

Section 24.6. Advance Payment: Employees, upon proper request, may receive vacation pay in advance of the vacation period. The request for vacation pay shall be submitted to the Finance Director, in writing, at least two (2) weeks ahead of the next scheduled pay, at which time the employee expects to receive the advanced vacation pay.

Section 24.7. Prior Public Service Employment Credit: Employees are entitled to receive prior public service employment service credits as follows:

- A. A full-time employee, hired before January 1, 1985, who was formerly employed by the State of Ohio or a political subdivision thereof, is entitled to additional vacation credits based upon such prior public service.
- B. A full-time employee, hired after January 1, 1985, shall accumulate vacation time using prior public service with the State of Ohio or a political subdivision thereof for the six-year period preceding employment with the City. Each employee shall, within 60 days of employment, furnish the Director of Finance with certification of such public service to receive prior public service employment credit.

Section 24.8. Effect of City Lay-Off: An employee who is laid off and returns to work in accordance with the lay-off policy, as adopted and as amended by the Civil Service Commission, shall be credited with years and months of full-time service employed by the City prior to the lay-off, as a credit toward length of service in Section 1 of this Article.

Section 24.9. Compensation Upon Separation: Upon separation from the City's service an employee shall be entitled to compensation for earned but unused vacation leave to the

employee's credit at the time of separation. Computation of pay for unused vacation shall be based on the hourly rate (as shown in the pay plan) times accrued but unused vacation hours.

Death, either on duty or off duty, is considered as a separation from service, and compensation for accrued and unused vacation hours as identified in this Article will be paid according to law.

ARTICLE 25
UNIFORM ALLOWANCE

Section 25.1. Initial Uniform Allotment: Employees shall be issued a full allotment of uniforms and equipment at their initial appointment. Such full allotment shall be as recommended by the Police Chief and approved by the City Manager. Probationary employees with six (6) months or more of service and positive evaluations shall have the below uniform allowance prorated by the months of service. This prorated amount may only be used at the same time as the regular uniform allowance.

Section 25.2. Uniform Allowance: After the initial allotment of uniforms and equipment, each employee who has one (1) year's continuous service shall be allotted the following amounts for uniforms or equipment that may be newly authorized, worn, damaged, or otherwise unusable in the respective years.

All officers will be provided with an annual stipend totaling \$800. For uniformed officers, half of this amount (\$400) will be applied to an in-house quartermaster system for the purchase of standard, unlisted (non-taxable) uniform items. The second half (\$400) will be provided as a taxable payment to each employee on or before January 31 each year for the purchase of supplementary uniform items not included among listed items.

All officers with plain-clothes duty assignments will be provided the option of determining the stipend split.

The Uniform Committee shall meet as necessary to review and make changes in uniforms and equipment items available for purchase with the uniform allowance.

Section 25.3. Authorized Use of Uniforms: Uniforms provided by the City shall not be worn at any time other than actual employment, traveling to and from such employment or as approved by the Chief of Police.

Section 25.4. Maintenance: Each uniform provided for employees shall be kept clean and in good repair by the employee. Rented uniforms shall be kept clean by the renting agency; however, the employee shall make sure that it is available to the agency for cleaning.

Section 25.5. Purchase or Rental: Uniforms shall be purchased or may be rented where the best price advantages can be obtained consistent with the quality and uniformity required within the Division.

Section 25.6. Damages - Advance Payment: If an employee damages uniform item(s) during the exercise of official duties and does not have sufficient allotment to cover replacement; the City may advance necessary funds to cover the damage, upon approval of the City Manager.

Section 25.7. Transfer Promotion - Advance Pay: Upon transfer to a position where uniforms are not worn, the employee shall be allotted three hundred dollars (\$300.00) for clothing in

addition to the employee's regular clothing allotment at the time of the transfer. In instances of promotion to a higher rank, or to uniform patrol, the City will, upon request, advance one hundred twenty-five dollars (\$125.00) of the employee's allotment. In instances when an employee is put in a temporary assignment to a different section in the Police Division, which results in a change from the normal uniform, the employee may request, and the City will, advance up to one hundred twenty-five dollars (\$125.00) of the employee's uniform allowance. For the purpose of this Section, temporary assignment will not exceed *one*-hundred twenty (120) calendar days.

Section 25.8. Theft or Loss of Uniforms: Items of uniforms or equipment stolen or lost shall be replaced by the employee, except, items stolen at no fault of the employee, as determined by the City, shall be replaced by the City.

Section 25.9. Return of Uniforms upon Separation: Upon separation from City service, all uniforms and equipment furnished by the City shall be returned to the Police Chief before final pay is issued.

Section 25.10. New Items: The City will pay for the addition of any new (not style change) uniform requirement above fifty dollars (\$50.00) for each item.

Section 25.11. Retirement Purchase of Weapon: Upon retirement, under the State Pension System, an employee will be permitted to purchase that employee's service weapon for fifty percent (50%) of its then value at the time of retirement not to exceed one hundred dollars (\$100.00).

ARTICLE 26
GROUP INSURANCE BENEFITS

Section 26.1. Life Insurance: The City will provide and pay the necessary premium for all full-time employees, life insurance in the amount of fifty thousand dollars (\$50,000.00) per employee as part of a group term life insurance plan and fifty thousand dollars (\$50,000.00) per employee of accidental death and dismemberment insurance.

Section 26.2. Liability Insurance: The City shall provide and pay the necessary premium for all full-time employees for police professional liability insurance with limits of coverage as determined by the City.

Section 26.3. Medical and Hospitalization Insurance: All full-time employees shall be entitled to participate in the City's Group Hospitalization (Health) Insurance Program.

An eligible employee may waive rights to participate in either single or family coverage. If an employee waives this benefit, such employee may not revoke the waiver until the next open enrollment period and may be accepted only after medical review by the insurance provider.

Section 26.4. Payment of Premiums: The City shall pay eighty-five percent (85%) of the cost of the monthly premium. The participating employee shall pay fifteen percent (15%) of the monthly premium by payroll deduction. However, employees hired after September 15, 2003 shall pay twenty percent (20%) of the monthly premium. No later than April 1, 2004, the employer shall have an I.R.S. 125 Plan in place to allow employee insurance premiums to be deducted pre-tax.

In addition, when the City offers a Health Savings Account (HSA) plan, the City shall contribute \$3500.00 total in a calendar year for employees enrolled in the HSA family plan or the City shall contribute \$1500.00 total in a calendar year for employees enrolled in the HSA single plan. The City shall determine the contribution dates.

Section 26.5. Payroll Deductions: The City agrees to deduct the employee's payment for health insurance by payroll deduction twice a month in equal amounts. In the event the monthly excess stated above is not an even amount (i.e., divisible by 2), the employee shall pay two equal amounts not to exceed the monthly excess, and the City will pay the monthly amount listed above plus the balance owed one cent (\$.01).

Section 26.6. Substitution of Coverage: The parties commit to participate in a City-wide Insurance Committee consisting of representatives from the bargaining unit, management, representatives from other City bargaining units and representatives from non-union staff. This committee will participate in the insurance renewal process including review of the current plan and cost and investigate alternate plans, benefits, and brokers to maintain an acceptable level of coverage and cost for both the employees and the City. The recommendation approved by the committee members will be presented to the appointed officials. City Council retains the right to make the final decision.

Section 26.7. Compensation in Lieu of Benefits is Prohibited: Any employee who waives rights to participate in this benefit shall not receive such contributions made by the City for insurance coverage as wages, compensation, reimbursement or in any other form or manner.

Section 26.8 Dental Insurance: The City shall make available a group dental insurance program through payroll deduction. The City shall assume sixty percent (60%) of the premiums. The employee's share of the premiums shall be subject to Section 5 of this Article.

ARTICLE 27
TUITION REIMBURSEMENT

Section 27.1. Purpose: The purpose of this Article is to provide an incentive for employees to continue their education and training in job-related programs which will improve their skills and abilities in performing their job responsibilities.

Section 27.2. Reimbursement: The City shall reimburse employees (according to the schedule below) the cost of tuition and/or proficiency examinations incurred in pursuing a job-related educational program or one leading to an Associate, Bachelor's, or Post-Graduate's degree from any institution of higher education. Such reimbursement shall not exceed fifteen hundred dollars (\$1500.00) for any calendar year.

The following reimbursement shall apply:

Grade	Percent
C or above	100%

Proficiency exams and/or courses without grades given shall be reimbursed at fifty percent (50%).

Section 27.3. Sign-up Period: On or before August 15 of each year, each employee shall complete an education request form indicating the intention to enroll in continuing education for the following calendar year. The employee shall indicate their name, the degree sought, the courses to be taken in the following calendar year, and an explanation as to how any such course of study relates to the employee's job responsibilities. All such requests shall be subject to the approval of the Chief, whose approval must be obtained in writing before enrolling in the course(s).

Section 27.4. Eligibility: To be eligible for reimbursement, the employee must have successfully completed the course with a grade of "C" or better. Reimbursement will be made within thirty (30) days following receipt of the following information:

- A. A transcript or grade report.
- B. A receipt indicating the amount of tuition paid by the employee.
- C. An authorization form permitting the City to deduct the amount of the reimbursement from their final pay check should the employee terminate their employment within one (1) year of completing the course(s), for whatever reason. In the event the final check(s) do not cover the tuition reimbursed by the City, the employee will be required to make payment to the City to the extent the tuition reimbursed exceeds the final check(s).
- D. In order to be eligible for tuition reimbursement, the employee must have one (1) year of continuous service with the City and must have obtained each of the various certifications required in the employee's job description.

Section 27.5. Repayment: Should an employee leave employment with the City of Xenia within

twenty-four (24) months of receiving tuition reimbursement such employee shall pay the City one-twenty fourth (1/24) of the tuition received for every month of service less than twenty-four (24) months. The City may deduct such payment from the employee's final pay.

Tuition payback shall be forgiven should an employee be separated from service due to death or "on the job" injury.

ARTICLE 28
SICK LEAVE

Section 28.1. Rates of Accrual and Maximum Accumulation: Each full-time employee shall be entitled to accumulate sick leave at the rate of 0.05770 credits per hour for each regularly scheduled work hour with a two thousand eighty (2,080) hour limit on accumulation. The normal average monthly sick leave accrual shall be ten (10) work hours. The normal average yearly sick leave accrual shall average one hundred twenty (120) work hours (0.05770 times two thousand eighty (2,080) the average scheduled hours an employee works during a given year). Overtime hours shall not be used when computing sick leave accrual.

Section 28.2. Permissible Uses: Employees may use sick leave for absence due to the employee's illness, injury, doctor's or dentist's appointments, exposure to contagious disease which could be communicated to other employees, and absence due to serious illness, injury, or death in the employee's immediate family, when the employee's presence is reasonably necessary. Employees marked off for sick family members may be required to establish such employee is the necessary caregiver. Sick leave use above ten (10) days per calendar year for family members must be reviewed by the Chief or the Chief's designee.

Interpretation of immediate family in terms of serious illness or injury is generally determined to be the spouse, parents, (either natural, step, foster or in-law), children (natural, adopted, step, or foster) and others living in the employee's household.

For purposes of bereavement leave the immediate family shall include the above listed family members plus brother, sister, grandparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, and brother-in-law. The Chief of Police is authorized to evaluate the individual employee's family relationship in determining what other family members might be considered to be immediate family because of the closeness of their relationship for the use of sick leave or bereavement leave.

Upon the death of a qualifying family member up to three (3) work days of bereavement leave shall be granted by the City. The Chief of Police may extend such leave up to a total of five (5) work days. The Chief may require verification for the use of bereavement leave. Bereavement leave days shall be deducted from accrued sick leave days.

Section 28.3. Sick Leave on Holidays: In the event a holiday occurs when an employee is normally scheduled to work and the employee is eligible for compensation under this Article, the employee will receive compensation for the holiday at the employee's regular pay rate times the normally scheduled hours and not be charged with or compensated for sick leave.

Section 28.4. Notification: Each employee working first (day) shift shall notify, or cause the on duty shift supervisor to be notified, of an absence not later than one (1) hour prior to the regular starting time of their working day. Employees working any other shift must make such

notification no later than two (2) hours prior to their scheduled starting time. At the time of mark off the employee shall provide the following information; personal or family member illness (relationship - if family member), general nature of illness, and estimated date of return to work, if possible. The employee shall be required to sign a sick leave mark off form upon return to work. For sick mark offs of three (3) days or longer the employee must contact the Chief (or the Chief's designee) after the initial call in.

Section 28.5. Doctor's Certificate: A Doctor's certificate to substantiate periods of three (3) consecutive days or more may be required by the City, and may also be required for a period of one (1) day in the following cases:

- A. For probationary employees,
- B. Repeated one (1) or two (2) day absences (beginning with the fourth such occurrences in one (1) twelve (12) month period), or
- C. Multiple absences on a single day (five (5) or more employees).

The City has the right and may if it so chooses, investigate all sick leave before compensation is paid, and if paid, require repayment of sick pay where abuse has been proven.

Section 28.6. Unusual Cases: A deficit of not more than five (5) days may be granted in unusual cases on request of the employee, recommendation of the Police Chief, and approval of the City Manager.

Section 28.7. Fitness for Duty:

- A. The Chief of Police (upon reasonable suspicion that an employee has become physically or mentally incapacitated to perform the essential functions of their position) may require such employee to submit to an examination by an appropriate doctor at the City's expense. The City may require a second opinion from another doctor if the results of the first examination are in conflict with the evidence. An employee may also get a second opinion from another doctor (at employee expense) if the employee disagrees with the results of the first examination. Should any two (2) doctors disagree to the findings and they cannot resolve their differences, those two (2) doctors shall select a third (3rd) doctor at City expense. Results from the third examination shall be determinative.

The Labor Council Staff Representative may meet with the Chief of Police and/or City Manager on behalf of police officers who feel uncomfortable in identifying officers with potential problems.

- B. As the workload permits, On-Duty Officers at their option will be allowed to use mutually agreeable public places inside the City limits for physical exercise. The exercises shall promote health, wellness, and fitness. Officers shall wear "work-out" attire with readily visible Xenia Police Department markings. On-Duty time shall be limited to forty-five (45) minutes, four (4) times per week and only one (1) exercise period per day.

Off-Duty Officers may earn forty-eight (48) minutes of "comp" time, three (3) times per

week, for physical exercise as described above (maximum of two point four (2.4) hours “comp” time per week).

Employees must be available for duty (or otherwise approved by the Chief of Police) to qualify for this Section.

Parties will work through the labor management process to implement goals and benchmarks to ensure continuing progress toward improved physical fitness.

Section 28.8. Compensation Upon Separation: Accumulated (unused) sick leave at termination of employment up to an accumulation of twelve hundred eighty (1,280) hours (one hundred sixty (160) working days) will be reimbursed as follows:

$$\% \text{ CREDIT} = 5 + H/32$$

In the above formula, "H" is the accumulated (unused) sick leave hours at termination of employment. The number of hours of sick leave that will be reimbursed will be the credit times the number of hours of accumulated sick leave, but not to exceed twelve hundred eighty (1,280) hours.

$$\text{PAY} = R \times (H/100) \times [5 + (H/32)]$$

In the above formula, "R" is the hourly rate of pay of the officer at date of termination, and "H" is the accumulated sick leave hour balance at date of termination, but not to exceed twelve hundred eighty (1,280) hours.

The above provisions shall apply only to full-time employees who have completed one full year of service with the City of Xenia.

Death, either on duty or off duty, is considered as a separation from service, and compensation for accrued but unused sick leave (as identified in this Section) will be paid according to law.

Section 28.9. Reinstatement: Any employee, who receives payment for unused sick leave and is later reinstated, may not have sick leave reinstated. This Section does not apply to employees whose employment is terminated as a product of the City's lay-off procedures. Employees laid off and rehired under those procedures shall have the option of, upon reimbursement of the amount previously received for said hours, having that earned sick leave reinstated.

Employees with less than one (1) year's service, who were laid off and received no compensation for said hours may, upon written request, have these accumulated (unused) sick hours reinstated.

Section 28.10. Transfer of Sick Leave: Any employee with prior service with another public agency of the State of Ohio shall be credited with the balance of accumulated but unused sick leave upon proper certification of the accumulated but unused sick leave from the previous public employer.

Section 28.11. False Claim: The City reserves the right to withhold benefit payments or take disciplinary action up to and including discharge against an employee who is guilty of submitting a false claim for benefits covered in this Article or for working for another employer while on sick leave and is physically capable of performing assigned classification duties.

Section 28.12. Other Provisions: Compensation for sick leave upon separation will not be made if an employee has less than ten years of service with the City of Xenia, is dismissed from employment, or resigned in anticipation of being dismissed from employment for an act or acts which would result in criminal prosecution. The City will determine whether or not this Section applies in each individual case and agrees not to exercise its rights in a capricious or discriminatory manner against any employee.

Section 28.13. Sick Leave Donation Program: This program has been established to help those employees who are in need because of an accident or illness (not job related) and have exhausted all other paid leave including sick and vacation leave. This program does not supersede or replace other retirement or disability programs.

When the Human Resources Office is made aware of the need for sick leave donations, a notice will be sent to all eligible participating employees requesting their help. Any eligible employee may then voluntarily elect to contribute, permanently, sick leave credits for a Sick Leave Catastrophic Incident.

In addition, the following criteria will apply:

- A. Only regular, full-time, non-probationary, eligible employees are able to donate sick leave credits or to be a recipient of a donation. The donating employee must have at least forty (40) sick leave credits three hundred twenty (320) hours accumulated at the time of donation.
- B. A sick leave credit will be defined as eight (8) hours and will not have an hourly rate attached.
- C. An employee may contribute only five (5) sick leave credits forty (40) hours per year.
- D. A sick leave credit donation is permanent and therefore cannot be returned to the donor or converted to cash by the donee's estate.
- E. The sick leave credits will be used in place of the employee's regularly scheduled workdays to the extent they are necessary.
- F. A donated sick leave credit will not count as a separate absence for the donating employee.
- G. Donated sick leave credits can be used to cover retroactive unpaid regularly scheduled workdays.
- H. An employee will not accrue vacation or sick leave while receiving donated sick leave.
- I. An employee will be eligible for this program up to one (1) year after exhausting all accumulated paid leave.
- J. An employee's illness or disability must be certified by a physician.
- K. When an employee is about to exhaust accumulated sick leave, a request for donated sick leave may be made in writing to the Chief of Police which will then be forwarded to the Human Resources Director. The physician's certification must be attached to the request.

The City will determine eligibility for donations and that determination will be final. If it is determined that an employee is eligible to receive donated sick leave credits, eligible employees will be notified in writing of the request for donations. An employee who voluntarily chooses to donate sick leave credits must complete a Sick Leave Donation Form and submit it to the supervisor who will notify the payroll department to deduct the credit from the employee's sick leave balance. A copy of the donation form will be maintained in the donor's personnel file. The payroll clerk will credit the donee's donated sick leave balance by the number of credits received from other employees.

- L. If an employee returns to work before using all of the donated sick leave, the employee may request the balance be added to the regular sick leave line total.

ARTICLE 29
INJURY LEAVE

Section 29.1. Extent of Benefit: In the event an employee suffers an injury and is unable to work as a result of an on-duty accident or incident other than for reason of misbehavior or carelessness (which goes beyond negligence) on the part of the employee, and such injury is determined to be allowable by the Bureau of Workers' Compensation (BWC) or Industrial Commission (IC), the employee may receive up to seven hundred twenty (720) hours of leave for each new and separate injury.

An employee who contracts a communicable disease, which is verified as the result of an on-duty exposure incident with the City of Xenia, will be eligible for injury leave.

When injury leave is exhausted, the employee may elect to use accumulated sick leave and/or other accrued leave.

In extreme cases where the employee has exhausted all sick leave and other accrued leave, additional injury leave may be granted at the discretion of the City Manager, considering the facts of the particular case.

Where disability caused by an in-the-line-of-duty injury continues for a period of twelve (12) months, and all leave is exhausted, the employee shall apply for disability retirement within thirty (30) days; and upon receipt of a decision from the pension board granting disability retirement, retire at the time specified in the order.

Section 29.2. Reporting: All on-duty injuries must be reported to the Chief of Police immediately (within forty-eight (48) hours). A written injury report will be prepared, signed by the employee, if able and the Chief of Police and forwarded to the office of the City Manager. This statement shall show conclusively that the injury was sustained in the line of duty and did not result from misbehavior or carelessness (which goes beyond negligence) on the part of the employee. If the injury is a line-of-duty injury and is not reported within the forty-eight (48) hour period, the City reserves the option as to whether or not injury leave will be allowed.

Section 29.3. Workers' Compensation: When the employee is unable to work for three or more days as a result of an in-the-line-of-duty injury, the employee will cause a Workers' Compensation claim for benefits to be filed.

To the extent that an employee is charged with sick leave for a period in which the employee is entitled to injury leave, the sick leave will be reinstated to the employees' accrual.

In the event the Bureau of Workers' Compensation (BWC) or the Industrial Commission (IC) determines that the injury is not the result of an on-duty accident or incident with the City of Xenia, any injury leave hours the employee received will be reverted to sick leave and/or other available paid leave hours. If the employee does not have sufficient paid leave hours available to reimburse the City for all injury leave hours received for a denied claim, the employee shall make full restitution to the City through a mutually agreeable arrangement.

Section 29.4. Payments: The employee will receive their regular salary paid by the City. All payments for wages, while an employee is on injury, sick, or other accrued leave, received by the employee from Workers' Compensation, will be immediately turned over to the City of Xenia. If the payments for wages are not turned over to the City by the employee, the Director of Finance is authorized to collect the amount due the City from the employee. The Director of Finance may use whatever means legally necessary to collect the amount due the City, including deductions from wages due the employee and from final pay.

Section 29.5. Evidence: The City may require, at any time, the employee to furnish medical evidence and/or submit to a medical examination by a City designated physician at the City's expense, to determine whether the alleged injury is a new and separate injury or an aggravation of a former in-the-line-of-duty injury received while in City service. The City may require an employee to submit to a medical examination by the Workers' Compensation physician to determine if an employee can perform the essential functions of their position. The City or the injured employee may appeal the decision of such physician.

Section 29.6. Effect of Holidays: If an employee is scheduled to work on a holiday and is eligible for compensation under this Article, the employee shall be compensated for the holiday at the normal rate of pay times scheduled hours and not be charged or compensated for injury leave.

Section 29.7. False Claim: The City has the right to, and may if it so chooses, investigate any and all injury leave claims before compensation is paid. Management reserves the right to withhold benefit payments or take disciplinary action up to and including discharge against an employee who is guilty of submitting a false claim for benefits covered in this Article or for working for another employer while on injury leave and is physically capable of performing their assigned classification.

ARTICLE 30
WORK HARDENING

Section 30.1. Definition: The work hardening program is designed to allow an injured employee to return to work on a controlled schedule of gradually increasing job tasks which will result in a return to full duty.

Section 30.2. Eligibility: To be eligible for this program, a sick or injured employee will request this program from the Chief in writing. The employee's physician must certify that such a program is beneficial and agree to document the limitations. An evaluation form, which is mutually agreed to by labor and management, will be provided to the employee by the Chief, at the employee's request. The physician must complete the form in its entirety. An original signature must be provided by the physician.

Section 30.3. Program: Upon a joint consensus between the Chief, the employee, and the employee's physician a schedule of work will be written outlining the entire progression. The job tasks will be divided into three stages of increasing physical demands. A physician's evaluation must be provided at three (3) week intervals. A time period not to exceed a total of nine (9) weeks will be designated. This program may be expanded with a mutual agreement and will be handled on a case by case basis. There must be a reasonable expectation that the employee will be able to return to full duty at the end of the designated period. If at any time, the Chief feels an employee is not progressing satisfactorily, the Chief may cancel the assignment and return the employee to sick/injury leave.

Section 30.4. Program Limits: The program will be limited to only one (1) employee at any given time. The Chief will judge the best candidate in case of duplicate requests. The employee may only use this program once for each given illness or injury. These limits may be expanded, by mutual agreement of the Labor/Management Committee, on a case by case basis.

ARTICLE 31
SPECIAL LEAVES

Section 31.1. Leaves of Absence With Pay: Leaves of absence with pay will be granted to employees by the Chief of Police, with the approval of the City Manager, consistent with Chapter 135 of the Administrative Code of the Xenia Codified Ordinances, the Ohio Revised Code, and the Rules and Regulations of the Civil Service Commission of Xenia, Ohio.

Section 31.2. Leaves of Absence Without Pay: Leaves of absence without pay may be granted employees by the Chief of Police, with the approval of the City Manager, consistent with the rules and regulations of the Civil Service Commission of Xenia, Ohio, as now adopted or amended by the Commission.

Section 31.3. Failure to Return from Leave: Failure of an employee to report to work at the expiration of any leave of absence, without the consent of the City Manager, shall automatically remove such employee from service.

Section 31.4. Maternity/Paternity Leave: An employee shall use sick leave (if available) for maternity purposes from the time the employee's doctor certifies the employee can no longer perform the essential functions of their position until the doctor certifies the employee can return to duty.

An employee may use up to ten (10) days of sick (paternity) leave due to the birth of a child. An employee may use up to ten (10) days of sick leave for the adoption or new placement of a foster child. An extension of such leave may be granted under sick leave if the condition of the baby and/or the mother qualifies.

Section 31.5. Family and Medical Leave: For the purposes of implementing the provisions of the Family Medical Leave Act (FMLA), the time period for calculating the benefit year will be a rolling twelve (12) month period measured backward from the date leave is taken and continuous with each additional leave day taken.

Employees are required to submit all necessary paperwork in compliance with the Act and any incidental costs associated with completion of the paperwork is the responsibility of the employee.

Family or Medical Leave approved in accordance with the Act will be used concurrently with available paid leave before any leave becomes unpaid.

An employee must follow the usual and customary call-in procedures for reporting an absence, absent unusual circumstances.

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

Section 31.6. Military Leave: The City shall grant Military Leave as governed by the applicable provisions of the Xenia City Ordinances, Ohio Revised Code and Federal Law.

ARTICLE 32
MISCELLANEOUS ECONOMIC

Section 32.1. Travel, Conference and Training Expenses:

- A. Employees must be authorized to use their personal vehicles on City business before such use. The mileage shall be itemized and properly justified before approval of payment.
- B. The Chief of Police or other authority shall approve the participation of the employee(s) in conferences and training sessions. Checks for expenses may be drawn in advance of the actual attendance at a conference, training session, or other official authorized City business. The rate of expenses in advance shall be no less than the current amount contained in the employee handbook.
- C. Either reimbursement or advance payment shall be reviewed by the Division and Department Head and a positive recommendation is necessary before the City Manager can approve the voucher. An employee is entitled to be reimbursed for reasonable actual expenses whether or not an advance payment is made. Receipts for expenditures shall be presented with the voucher so as to accurately determine the actual amount of expenditures.
- D. This Article does not apply to lodge business. Expenses related to Lodge business are not chargeable to or reimbursable by the City.

Section 32.2. Emergency Meal Allowance: The City will either furnish meals or reimburse employees for meals provided the employees work in excess of twelve (12) consecutive hours. Reimbursement will not be paid for an employee's regular lunch period. Maximum reimbursement for meals under this Section shall be ten dollars (\$10.00) per meal. Whenever practicable and while on City time, employees shall be given a period of fifteen (15) minutes in accordance with scheduling requirements for the purpose of eating during each of the above periods. This Section is intended to apply to situations where employees are unexpectedly called for duty because of emergencies such as riots and disasters, and shall not apply to double shifts within any days as the result of shift rotation or trading of days.

Section 32.3. 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 33
STANDBY AND ON-CALL PAY

Section 33.1. Standby Assignments: The City will implement standby payments for periods where officers are ordered to be readily available during off-duty shift periods. Standby is defined as a requirement by supervision to a specific officer to be readily available to respond to a call to duty during off-duty shifts.

Officers on standby will be required to be at a predetermined location with an operating phone number previously submitted to designated supervision or to be readily available by pager. Officers must be able to respond for duty within twenty (20) minutes. Such standby assignments shall be made only when deemed necessary and will continue for either a fixed duration or until rescinded by supervision. Standby pay will not be paid unless a specific order is issued by supervision and shall not be paid to officers who may be subject to call but who are not required to be available for immediate reporting for duty.

Section 33.2. On-Call Status:

- A. An Officer may be placed in "on-call" status by the Chief of Police or the Chief's designee. An Officer in on-call status will be required to be available for duty by pager and/or phone, subject to other conditions listed in this section. Officers placed in "on-call" status shall receive a ten percent (10%) plus rate on their regular hourly rate.
- B. Officers assigned as Detectives who possess the proper skills as determined by the Chief of Police will be put in on-call status. Qualified officers will be assigned as the immediate response detective on an equal rotating basis. In the event an officer assigned cannot be available for the full on-call period, because of illness or injury or some other legitimate reason, the Officer shall notify their immediate supervisor and make arrangements with another detective to cover the absence.
- C. Unless specifically ordered to on call status as provided above, no on-call obligation shall be recognized which results from court appearances, administrative hearings or which is required by any agency other than the Police Division.
- D. Each officer will be expected to respond to a notification properly dressed within 30 minutes or within a reasonable time as the situation dictates.

ARTICLE 34
WAIVER IN CASE OF EMERGENCY

Section 34.1. 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 Greene County Sheriff, the City Manager of Xenia, 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.

ARTICLE 35
RESIDENCY

Section 35.1. Residency: During the term of this agreement, members of the bargaining unit shall reside within any of the following counties: Greene, Warren, Clinton, Clark, Montgomery, Madison, Fayette, Champaign, Miami, Butler, Preble, and Highland. Persons may be appointed who certify, in writing, that they will satisfy all residency requirements within six (6) months after appointment. Appointees who fail to acquire or retain their residency within the required limits shall be dismissed from employment.

ARTICLE 36
ENTIRE AGREEMENT, WAIVER OF BARGAINING.

Section 36.1. Entire Agreement Clause: This Agreement supersedes and cancels all prior agreements between the parties, whether such agreements were written, or based on past practice, and constitutes the entire agreement between the parties.

Unless otherwise specifically provided in this Agreement, no changes in this Agreement shall be made unless there is written accord by and between the parties hereto to do so. Any negotiated changes, to be effective and incorporated in this Agreement, must be in writing and signed by the parties.

Section 36.2. Waiver of Bargaining: The parties acknowledge that during 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. 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 matter referred to or covered in this agreement except as provided in Article 2. With respect to any subject or matter not referred to or covered in this agreement the provisions of applicable law shall prevail.

ARTICLE 37
DURATION

Section 37.1. Duration: The effective date of this Agreement shall be September 4, 2011. This Agreement shall remain in effect through August 30, 2014; and shall continue thereafter in effect for successive periods of twelve (12) months, unless either party to this Agreement, on or before ninety (90) calendar days prior to the expiration of such period, notifies the other party in writing of its intention to terminate this Agreement or to amend any terms thereof.

Upon the delivery of such notice, the parties shall meet with respect to a new agreement, sufficiently in advance of the expiration date so as to enable the parties in their attempts to reach an agreement prior to expiration.

SIGNATURE PAGE

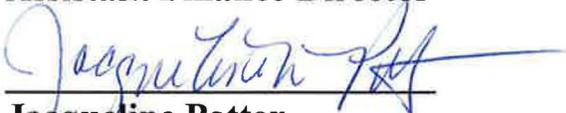
IN WITNESS WHEREOF, the parties have set their hands, this 17th day of August, 2011.

CITY OF XENIA, OHIO


James Percival,
City Manager

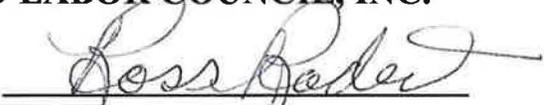

Brent Merriman,
Assistant City Manager

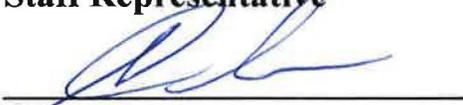

Ryan Duke,
Assistant Finance Director


Jacqueline Potter,
Human Resources Director


Donald R. Person,
Police Chief

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


Ross Rader,
Staff Representative

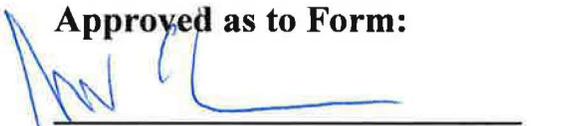

Steve Shaw,
Committee Chairman


Darrin Barlow,
Committee Member


Dean Margioras,
Committee Member


Matt Miller,
Committee Member

Approved as to Form:


Ronald C. Lewis, Law Director