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11-MED-04-0626  
0969-02  
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**AGREEMENT**

**BETWEEN**

**THE CITY OF MILFORD, OHIO**

**AND**

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

**REPRESENTING PATROL OFFICERS**

**SERB CASE NUMBERS  
2011-MED-04-0626**

**Effective through  
June 30, 2014**

## TABLE OF CONTENTS

<u>ARTICLE NUMBER</u>	<u>TITLE</u>	<u>PAGE NUMBER</u>
1	Preamble/Purpose .....	1
2	Severability .....	1
3	Recognition .....	1
4	FOP Security .....	2
5	FOP Representation .....	2
6	Bulletin Boards .....	3
7	Non-Discrimination .....	4
8	Management Rights .....	4
9	Personnel Files .....	5
10	Probationary Period.....	5
11	Seniority .....	5
12	Layoff and Recall .....	6
13	Labor/Management Meetings .....	7
14	Grievance Procedure .....	7
15	Discipline .....	10
16	Drug/Alcohol Testing .....	12
17	Physical Fitness.....	14
18	Communicable Diseases .....	15
19	Hours of Work and Overtime .....	15
20	Court Time/Call-Out Time .....	16
21	Wages and Compensation.....	16
22	Insurances.....	17
23	Holidays .....	17
24	Vacations.....	18
25	Personal Leave .....	20
26	Sick Leave.....	20
27	Occupational Injury Leave .....	21
28	Leaves of Absence .....	22
29	Funeral Leave.....	24
30	Equipment/Clothing.....	24
31	Travel Reimbursement.....	25
32	PFDPF Pick-Up Utilizing the Salary Reduction Method .....	25
33	Work Rules — General Orders .....	26
34	Duration .....	26
	Signature Page.....	27

**ARTICLE 1**  
**PREAMBLE/PURPOSE**

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

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

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

**ARTICLE 2**  
**SEVERABILITY**

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

**ARTICLE 3**  
**RECOGNITION**

Section 3.1. The Employer recognizes the Fraternal Order of Police, Ohio Labor Council, Inc., as the sole and exclusive representative for all full-time employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board in case number 92-REP-09-0210, on January 21, 1993 as follows:

Included:	Patrol Officer
Excluded:	Chief, Sergeants and above, all other employees.

Section 3.2. The Employer will not recognize any other organization as the representative for any bargaining unit employee.

**ARTICLE 4**  
**FOP SECURITY**

Section 4.1. The Employer agrees to deduct FOP membership dues twice each month from the first two (2) pays of any eligible employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee (or designee). Upon receipt of the authorization, the Employer will deduct FOP dues from the payroll check for the next pay period in which the authorization was received by the Employer. The Employer will forward a check, for the aggregate of the dues deducted, to the FOP's designated financial officer.

Section 4.2. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (A) termination of employment; (B) transfer to a job other than one covered by the bargaining unit; (C) layoff from work; (D) an unpaid leave of absence; (E) revocation of the check-off authorization; or (F) resignation by the employee from the FOP.

Section 4.3. The Employer shall not be obligated to make dues deductions from any employee who, during any pay periods involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of FOP dues.

Section 4.4. The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article regarding the deduction of FOP dues. The FOP hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deduction made by the Employer pursuant to this Article.

Once the funds are remitted to the FOP, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP.

Section 4.5. As a condition of employment, sixty (60) days following the beginning of employment, or upon the effective date of this labor agreement, whichever is later, employees in the bargaining unit who are not members of the FOP, including employees who resign from membership of the FOP, after the effective date of this labor agreement, shall pay to the FOP, through payroll deduction, a fair share fee. The fair share fee is automatic and does not require the written authorization of the employee. This provision shall not require any employee to become or remain a member of the FOP, nor shall the fair share fee exceed the dues paid by members of the FOP in the same bargaining unit. The FOP is responsible for annually certifying to the Employer the amount of the fair share fee, along with a breakdown of its use, prior to the implementation of this Section. If an employee challenges through the Courts or the State Employment Relations Board the deduction of the fair share fee, such deduction shall continue, but the funds shall be placed by the FOP in an interest bearing escrow account until a resolution of the challenge is reached. The party in whose favor the resolution is determined shall receive the escrowed funds, including interest, if any.

**ARTICLE 5**  
**FOP REPRESENTATION**

Section 5.1. Non-employee representatives of the FOP shall be admitted to the Employer's facility for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the

FOP representative shall identify themselves to the Employer (or designee) and state the purpose of the visit.

The Employer (or designee) shall facilitate (schedule) any necessary contact between the representative and an on duty bargaining unit member employee, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities.

Section 5.2. One (1) employee selected by the Union to act as Union representative for the purpose of processing and investigating grievances under the Grievance Procedure shall be known as the Associate. The Associate may have an alternate who shall act in the Associate's absence.

Section 5.3. No Union meetings or other Union activities shall take place during working hours without prior approval of the Chief of Police (or designee), provided that an Associate may discuss a grievance with an employee and/or supervisor, for a reasonable period of time.

Section 5.4. The FOP shall have reasonable access to meeting areas of the Employer at reasonable times and only so far as any FOP meetings do not interfere with the Employer's business.

Section 5.5. FOP. Associates shall attend to the administration of this Agreement on a no loss/no gain basis.

Section 5.6. The FOP Associate shall be granted paid release time of up to two (2) days annually to attend the State Convention/Seminar or for contract administration. An additional three (3) days annually may be allotted from vacation or personal leave time.

Such release time must be requested in writing at least ten (10) days in advance. The Employer will not deny the release time except in the event of an emergency.

## **ARTICLE 6** **BULLETIN BOARDS**

Section 6.1. The Employer shall permit the Union to erect a bulletin board, provided that:

- A. Such bulletin board shall be used for the posting of notices bearing the written approval of the Union Associate or an official representative of the FOP, and shall be solely for Union business; and
- B. No notice or other writing may contain anything political, controversial or critical of the Employer, any other institution, any employee or other person; and
- C. Upon request from an appropriate official of the Employer, the Union will immediately remove any notice or other writing that the Employer believes violates paragraphs (A) and (B).

**ARTICLE 7**  
**NON-DISCRIMINATION**

Section 7.1. Neither the Employer, its agents, agencies, or officials, nor the FOP or its agents or officers shall discriminate against any employee on the basis of age, sex, race, color, religion, national origin, military status, disability or ancestry of any person.

Section 7.2. The Employer and the FOP agree not to interfere with the desire of any person to become or refrain from becoming a member of the FOP/OLC.

Section 7.3. All references in this Agreement to gender shall be construed to be equally applicable to females and males unless clearly stated otherwise.

**ARTICLE 8**  
**MANAGEMENT RIGHTS**

Section 8.1. The Employer's exclusive rights include, but shall not be limited to the following, except as expressly limited by the terms set forth in this Agreement:

- A. Determine matters of inherent managerial policy, which include, but are not limited to areas of discretion or policy such as functions and programs, standards of service, overall budget, use of technology and organization structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve efficiency and effectiveness of operations, and programs;
- D. Determine the overall methods, process, means, or personnel by which operations are to be conducted;
- E. Suspend, discipline, demote, or discharge, for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Department as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the Department as a governmental unit; and
- J. Take such actions as are required to maintain accreditation under the Law Enforcement Agency Accreditation Program, or to abandon the program.

Section 8.2. The FOP recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the function of the Employer.

**ARTICLE 9**  
**PERSONNEL FILES**

Section 9.1. Each employee may request to inspect their own official personnel file maintained by the Employer. Inspection of the individual's personnel file shall be by scheduled appointment requested in writing or by phone call to the Employer. Appointments shall be during the regular scheduled work hours of the administrative staff of the Employer. An employee shall be entitled to have their representative of choice accompany the employee during such review. Any employee may copy documents in their official personnel file.

Section 9.2. If an unfavorable statement or notation is in the official personnel file, the employee shall be given the right to place a statement of rebuttal or explanation in the file. No anonymous material of any type shall be included in the employee's official personnel file. Evaluation supplement log (ESL) entries shall be shared with the employee at or near the time such entries are made so that the employee may respond to the entries.

Section 9.3. Records of suspensions shall cease to have force and effect two (2) years from the date of issuance, provided no intervening discipline has occurred. Records of written reprimands shall cease to have force and effect eighteen (18) months from the date of issuance, provided no intervening discipline has occurred. Records of letters of counseling shall cease to have force and effect nine (9) months from the date of issuance, provided no intervening discipline has occurred.

**ARTICLE 10**  
**PROBATIONARY PERIOD**

Section 10.1. Every newly hired employee shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) calendar year. A new hire probationary employee may be terminated at any time during the probationary period and shall have no right to appeal the termination under this Agreement. In all non-disciplinary matters, the probationary employee is entitled to Union representation including the Grievance and Arbitration procedure.

Section 10.2. A promoted bargaining unit employee who fails to satisfactorily complete the promotional probationary period shall be returned to their original position with no loss of seniority.

**ARTICLE 11**  
**SENIORITY**

Section 11.1. "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the City, as a regular full-time sworn officer. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

Section 11.2. Seniority is suspended when an employee is on an approved unpaid leave of absence. Upon return from leave, the employee will be credited with the prior service time.

Section 11.3. Employees laid off shall retain their seniority for a period of twelve (12) months from the date of layoff.

Section 11.4. Employees shall have no seniority during their probationary period, but shall be granted seniority upon successful completion of the probationary period, calculated from the date of hire with the city.

## **ARTICLE 12**

### **LAYOFF AND RECALL**

Section 12.1. When the Employer determines that a long-term layoff or job abolishment is necessary, the Employer shall notify the affected employees twenty-one (21) calendar days in advance of the effective date of layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible.

Section 12.2. Layoffs in the bargaining unit shall be in inverse order of seniority, with the least senior employee being laid off first.

Section 12.3. Employees who are laid off shall be placed on a recall list for a period of twelve (12) months. If there is a recall, employees who are still on the recall list shall be recalled, in inverse order of their layoff. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of recall. Any training required in this Section shall be at the employee's expense and time.

Section 12.4. Notice of recall shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

Section 12.5. The laid off employee shall have five (5) calendar days following the date of receipt of the certified mail recall notice to notify the Employer of the intention to return to work, and shall have fourteen (14) calendar days following the date of receipt of the recall notice in which to report for duty, unless a later date for returning to work is otherwise specified in the notice. An employee failing to notify the Employer of the intention to return within five (5) days, or failing to report for duty within fourteen (14) days of notice shall be removed from the recall list and be deemed to have resigned.

Section 12.6. Laid off full-time employees shall have the right of first refusal to any part-time hours available before they are offered to part-time employees. However, laid off full-time employees shall not be required to accept part-time work.

**ARTICLE 13**  
**LABOR/MANAGEMENT MEETINGS**

Section 13.1. In the interest of sound labor/management relations, once each quarter or as mutually agreed, the Employer and/or designee(s) shall meet with not more than two (2) members of the bargaining unit. Upon written notification either party may bring one (1) non-employee representative. Such meetings shall be for the purpose of:

- A. To disseminate general information of interest to the parties;
- B. To give the FOP Representatives the opportunity to share the views of their members and/or suggestions on the subjects of interest to their members;
- C. To discuss ways to improve efficiency and increase productivity within the Department;
- D. To promote harmonious relations between the Employer and the FOP in the best interest of the community; and
- E. To discuss safety and health issues of the Department.

**ARTICLE 14**  
**GRIEVANCE PROCEDURE**

Section 14.1. The term "grievance" shall only mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of the express written provisions of this Agreement.

Section 14.2. A grievance may be filed by any member of the bargaining unit. Where a group of bargaining unit members desires to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such a group shall process the grievance. Such a grievance shall be defined as a group grievance. The names of each member, on behalf of which the grievance is filed, shall be made available at the first hearing. Group grievances shall be presented in the first instance to the supervisor common to all employees in the group. The grievance procedure outlined in Section 14.6 shall be used throughout.

Section 14.3. All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step.

Time limits set forth herein may only be extended by a mutual agreement of the parties. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer or designee within the stipulated time limits shall be considered to have been appealed to the next step in the grievance procedure.

Section 14.4. Written grievances must be filed on the form provided by the FOP and shall contain, but not be limited to, the following information.

- A. Date and time grievance occurred;
- B. Description of incident giving rise to the grievance;
- C. Express written provisions of the Agreement involved;
- D. Relief requested; and
- E. Signature of the employee.

Section 14.5. Disciplinary grievances involving suspension or discharge are to be appealed directly to Step 3 of the grievance procedure as specified in Section 14.6. All other grievances related to disciplinary action are to be filed at Step 1.

Section 14.6. The following steps shall be followed in the processing of a grievance.

Step 1 - Within seven (7) calendar days of the incident or knowledge of the incident, (but in no case later than thirty (30) calendar days from the actual facts), which give rise to the grievance, the aggrieved employee shall submit the written grievance to the immediate supervisor or Sergeant, who shall indicate the date and time of receipt of the grievance, and sign the grievance form. The immediate supervisor or Sergeant shall respond in writing to the grievant within seven (7) calendar days of receipt of the grievance.

Step 2 - A grievance unresolved at Step 1 may be submitted by the grievant to the Chief of Police within seven (7) calendar days from receipt of the Step 1 answer. It shall be the responsibility of the Chief of Police to investigate the matter, hold such hearings as necessary, and to provide a written response to the grievant within seven (7) calendar days of receipt of the grievance. The grievant has the option to be represented by a representative of the FOP at any hearing or hearings held at this level.

Step 3 - A grievance unresolved at Step 2 may be submitted by the grievant to the City Manager within seven (7) calendar days from receipt of the Step 2 answer. The City Manager, within seven (7) calendar days of receipt of the grievance, shall schedule and hold a meeting with the grievant and the grievant's FOP representative, if any. The City Manager shall issue a written response to the grievance within seven (7) calendar days of the meeting.

Grievances unresolved at Step 3 may be submitted to arbitration upon notification by the FOP in accordance with Section 14.7 of this Article.

Section 14.7. The FOP/OLC, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the final answer on a grievance from Step 3, the FOP/OLC shall notify the Employer, in writing of its intent to seek arbitration of an unresolved grievance.

The parties shall attempt to draft an agreed upon submission statement. If the parties are unable to agree upon a submission statement, the arbitrator shall frame the issue or issues to be decided.

The Employer's representative shall notify the FOP/OLC of any question of arbitrability, and of its intent to raise the question at the arbitration hearing prior to the hearing date.

After receipt of a request to arbitrate, a representative of each party (FOP/OLC and Employer) shall attempt to agree on an arbitrator in the following manner:

The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of nine (9) arbitrators from FMCS (OHIO). The parties shall alternately strike the names of the arbitrators, with the Union striking first, until only one name remains. Either party may once reject the list and request from the FMCS another list of nine (9) names until a mutually agreed arbitrator is selected.

The arbitrator's decision shall be limited strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement. The Arbitrator shall be without power or authority to make any decision:

- A. Contrary to, or inconsistent with, or modifying or varying in any way the terms of this Agreement or applicable laws;
- B. Contrary to, or inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules or regulations, established by the Employer so long as such practice, policy, or regulations do not conflict with this Agreement.

The Arbitrator shall be without authority to recommend any right of relief on an alleged grievance occurring at any time other than the contract period in which such right originated or make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of a grievance on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.

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

The cost and fees of the arbitrator shall be borne equally by the parties. The expense of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one: such fees shall be split equally if both parties desire a

reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours at the day of the hearing. Any cancellation fee charged by the arbitrator shall be borne by the party (or parties) canceling the hearing.

Section 14.8. Disciplinary actions of Letter of Counseling and Written Reprimand may be appealed through the grievance procedure, but are not subject to the arbitration procedure.

## **ARTICLE 15** **DISCIPLINE**

Section 15.1. Whenever the Employer or any Employer representatives questions bargaining unit employees in reference to alleged or suspected misconduct, either in preliminary investigations or in pre-disciplinary conferences, the following conditions shall apply:

- A. Employees being questioned as witnesses shall be so informed.
- B. When an employee who is suspected of misconduct is questioned regarding such misconduct, the employee shall be apprised of the nature of the suspected misconduct as it is known at that time and the right to have the opportunity to have a FOP/OLC representative of choice present during the questioning.
- C. When the law requires, an employee shall be given the employee's Miranda Rights. Prior to questioning, when an employee is required to answer questions truthfully, the employee will be given the employee's Garrity Rights. An employee shall be informed that failure to respond truthfully may result in disciplinary action for insubordination or dishonesty.
- D. With the knowledge of the parties involved, preliminary investigations may be tape recorded. Formal disciplinary conferences may be tape recorded by the City Manager. The employee may also record the conference at no expense to the City.
- E. Preliminary investigations and pre-disciplinary conferences shall be held either during an employee's scheduled working hours or at a time in reasonable proximity to the employee's shift.
- F. Questioning sessions shall be for reasonable periods and shall allow for personal necessities and rest periods. It is understood that there shall be no period of continuous questioning exceeding one (1) hour without provision for a ten (10) minute rest break.
- G. No employee shall be subjected to abusive language during questioning. No promise of reward shall be made as an inducement to answer questions.

Section 15.2. The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. The Employer may take disciplinary action for actions which occur while an employee is on duty, actions which occur while an employee is

working under the colors of the Employer, in the instances where the conduct violates the employee's oath of office, or for off-duty conduct which reflects poorly on the Employer. Forms of disciplinary action, but not necessarily the order of discipline, are:

- A. Letter of Counseling;
- B. Written reprimand;
- C. Suspension without pay and/or reduction in pay or position; and
- D. Discharge.

Section 15.3. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave or any other failure of good behavior or any other acts of misfeasance, malfeasance, or nonfeasance in office shall be cause for disciplinary action. Anonymous complaints with no corroborative evidence shall not be cause for disciplinary action.

Section 15.4. Except in instances wherein the employee is charged with serious misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct. Disciplinary penalties shall be appropriate to the severity of the offense, and as such the forms of discipline listed in Section 15.2 do not necessarily represent a systematic order to be followed in all instances.

Section 15.5. Anytime the Employer or any Employer representatives has reason to discipline any employee, it shall be done in a manner that will not embarrass the employee before the other employees or the public.

Section 15.6. Whenever the Chief of Police or designee determines that an employee may be disciplined for cause (including all suspensions, reductions or termination), a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct. This provision does not apply to Letters of Counseling or Written Reprimands.

Section 15.7. Pre-disciplinary conferences will be held by the City Manager or a designee, to be selected from those supervisors not directly in the chain of command of the employee.

Section 15.8. No less than forty-eight (48) hours prior to the scheduled starting time of the conference, the Chief will provide to the employee and the City Manager a written outline of the charges which may be the basis for disciplinary action. The employee must choose to: (A) appear at the conference to present an oral or written statement in defense of the charges; (B) appear at the conference and have a chosen representative present an oral or written statement in defense of the employee; or (C) elect in writing to waive the opportunity to have a pre-disciplinary conference.

Section 15.9. Prior to the beginning of a pre-disciplinary hearing, the affected employee, upon request, shall be provided access to all transcripts, records, written statements or reports, and analysis and video tapes to be presented at the hearing.

Section 15.10. At the conference the employee may present any testimony, witnesses, or documents which explain whether or not the alleged conduct occurred. The employee may be represented by any FOP/OLC person of choice. The employee shall provide a list of witnesses to the City Manager not later than two (2) hours prior to the pre-disciplinary conference.

Section 15.11. The employee or the employee's representative will be permitted to confront and cross examine witnesses. A written report will be prepared by the City Manager concluding as to whether or not the alleged conduct occurred, and deciding what discipline, if any, is appropriate. A copy of this report will be provided to the employee within five (5) days following its preparation. Any disciplinary action ordered by the City Manager shall commence not later than forty-five (45) days after issuance of the report.

Section 15.12. Any employee charged with or under indictment for a felony who is not disciplined or discharged by the Employer, may be placed on a leave of absence without pay until resolution of the court proceedings. An employee may use accrued but unused vacation time during the leave. An employee found guilty by the trial court of a felony shall be summarily discharged. Where the charges are reduced to a misdemeanor or the employee is found innocent of the charges the employee may be subject to discipline pursuant to the terms of this Article, but the employee shall be paid for all lost straight time hours and shall have any vacation time used restored to the employee's credit. The Employer shall continue to pay its share of the employee's insurance premiums during the unpaid leave of absence.

Section 15.13. No employee shall be subject to disciplinary actions solely on the basis of results of a polygraph examination.

## **ARTICLE 16**

### **DRUG/ALCOHOL TESTING**

Section 16.1. Drug/alcohol testing may be conducted on employees upon reasonable suspicion or in conjunction with a random testing pool. 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;
- 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 had 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.

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

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

Section 16.4. Alcohol testing shall be done in accordance with the laws of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result of .02 or above shall entitle the Employer to proceed with sanctions as set forth in this Article.

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

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

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

Section 16.7. If after the testing required above has produced a positive result the employee shall be permitted to participate in any rehabilitation or detoxification program covered by the employee's insurance, or any other program of choice. Any discipline allowed by the positive findings provided for above shall be deferred pending successful rehabilitation of the employee within a reasonable period. An employee who participates in a rehabilitation or detoxification program shall be placed on medical leave of absence for the period of the rehabilitation or detoxification program. Prior to

being placed on leave without pay, the employee may use any accrued vacation leave. Upon satisfactory completion of such program, as verified in writing by the treatment facility and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee shall be returned to the employee's former position. Such employee may be subject to periodic retesting upon return to work for a period of one (1) year from the date of the employee's return to work. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay, for a period not to exceed ninety (90) days.

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

Section 16.9. Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

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

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

## **ARTICLE 17**

### **PHYSICAL FITNESS**

Section 17.1. The Employer and the FOP recognize the need for bargaining unit employees to be in good physical condition. The parties agree the proper approach to overall wellness must have primary emphasis on the maintenance of good health of the employees, but must also provide a systematic standard for progressive discipline if physical fitness is not maintained. The specific standards for health and fitness are listed in the Police Department's policy manual, which may be subject to change for valid reasons following notification to and discussion with the FOP/OLC.

Section 17.2. Any employee failing to meet physical fitness standards due to valid medical reasons, including a temporary disability or handicap, shall be reasonably accommodated by the Employer, to the extent such accommodation is possible within the Department. It is the employee's responsibility to request a waiver due to medical reasons, and to submit sufficient evidence to support the request.

Section 17.3. If an employee obtains a letter from a licensed medical practitioner stating that participation by the employee in any portion of the physical fitness or weight standards policy would be detrimental to the employee's health, the Employer may, at the sole discretion of the Employer, require that the employee be examined by a licensed medical practitioner selected by and at the expense of the Employer.

The Employer may periodically require that the employee so exempted be reexamined and that a new letter be furnished. The Employer will not unreasonably request this reexamination. In the event of

conflicting medical opinions the parties agree to be bound by the opinion of a third licensed doctor to be selected by the Cincinnati Academy of Medicine.

Section 17.4. Any employee who has not been granted a medical waiver shall be subject to progressive discipline.

## **ARTICLE 18**

### **COMMUNICABLE DISEASES**

Section 18.1. The Employer recognizes its obligation to be responsive to the employee's needs regarding communicable diseases. Detailed policy and procedures shall continue to be in place regarding proactive preventative measures. This policy and procedure shall continue to be issued to every member of the bargaining unit. Such policy and procedure discusses and describes treatment of citizens and the precautions which should be practiced for one's self protection of these ailments. These policies and procedures shall be updated as needed. This allows flexibility to enable the agency to change and adapt to new technology and developments in this field.

Section 18.2. The Employer shall continue to issue members with equipment and supplies to reasonably protect the employee from contracting communicable diseases within the work place. The Employer also recognizes the possibility of one contracting terminal illness regardless of precautionary measures taken. The Employer agrees to cooperate with employees with a terminal illness seeking to utilize the pension system disability program and/or retirements system that provide viable options for that affected employee.

## **ARTICLE 19**

### **HOURS OF WORK AND OVERTIME**

Section 19.1. The standard work period for all bargaining unit employees shall consist of eighty (80) hours of work within the established fourteen (14) day pay period.

Section 19.2. All hours in active pay status (excluding holiday pay, but not holiday work) in excess of eighty (80) hours in the work period shall be considered overtime and shall be paid at the rate of one and one-half times the employee's regular straight time hourly rate of pay for all such excess time. At the discretion of the employee overtime may be accumulated as compensatory time at the rate of one and one-half (1½) times the hourly rate. Compensatory time may be used at the employee's discretion with prior approval of the Employer. The maximum accumulation of compensatory time will be forty-eight (48) hours. During the month of November each year, employees may sell back up to forty-eight (48) hours compensatory time. There shall be no pyramiding of overtime.

Section 19.3. Upon request of the employee, and with the prior approval of the Employer, an employee may work a scheduled day off in exchange for another day off to be scheduled within the same work period.

Section 19.4. With the prior approval of the Employer, an employee may exchange days off or work assignments with another employee. Such exchanges shall not effect the active pay status of either

employee, except that an employee who works an exchange and is required to work overtime shall receive the overtime compensation.

Section 19.5. Any employee who, while in an on-call status, is required to remain on the Employer's premises, at the employee's home or other specific location to await a call when needed, is considered as being unable to use the time effectively for the employee's own purposes and shall be considered to be working the entire time of such on-call.

**ARTICLE 20**  
**COURT TIME/CALL-OUT TIME**

Section 20.1. An employee required to attend court or pre-trial conferences shall receive a minimum of three (3) hours pay at the overtime rate for each appearance not abutting the employee's regularly scheduled shift. If an employee is required to stay in attendance at any court beyond the minimum, all such time shall be at the overtime rate.

Section 20.2. Any employee called out to work at a time outside the employee's regularly scheduled shift, when such call-out does not abut the employee's regular shift, shall receive a minimum of two (2) hours pay at the overtime rate, or overtime for the hours actually worked, whichever is greater.

**ARTICLE 21**  
**WAGES AND COMPENSATION**

Section 21.1. Effective the beginning of the pay period following June 30, 2011, rates of pay for bargaining unit employees shall be as follows:

<b><u>Probationary Rate</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>
\$24.72	\$26.08	\$27.81	\$29.47	\$31.23

The above rates reflect a 2½% increase in pay.

Section 21.2. Effective the beginning of the pay period following June 30, 2012, rates of pay for bargaining unit employees shall be as follows:

<b><u>Probationary Rate</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>
\$25.34	\$26.73	\$28.51	\$30.21	\$32.01

The above rates reflect a 2½% increase in pay.

Section 21.3. Either party may reopen this Article for the purpose of negotiating wages only for contract year July 1, 2013 through June 30, 2014. If the parties do not agree, the parties shall follow applicable impasse procedure outlined in O.R.C. Chapter 4117 as it exists at that time. Any agreement on wages shall be included as an Appendix to this Agreement.

Section 21.4. Employees shall advance through the steps on the same dates in July of each year that the pay ranges are increased. New hire employees shall normally begin at the probationary rate, and

shall be advanced to Step 1 at the conclusion of the probationary period. However, the Employer reserves the right to begin a new hire at any step up through Step 2. The next Step shall be achieved on the date in July the pay ranges are increased, provided the employee has been in the previous step for six (6) months or more.

Section 21.5. Employees with three (3) years of continuous service as a sworn member of the Milford Police Department shall be entitled to longevity pay in the amount of seventy-five dollars (\$75.00). Employees with four (4) years of service as a sworn member of the Milford Police Department shall be entitled to longevity pay in the amount of one hundred dollars (\$100.00). Employees with five (5) or more years of continuous service as a sworn member of the Milford Police Department shall be entitled to longevity pay in the amount of one hundred fifty dollars (\$150.00), plus twenty-five dollars (\$25.00) for each year of service in excess of five (5) years. Eligibility for longevity pay is determined as of December 1 of each year, and payment for longevity is made in a lump sum in the first pay in December.

Section 21.6. Any officer assigned as and performing the duties of a Field Training Officer shall be plus rated \$0.60 per hour for the duration of the assignment.

Section 21.7. An officer designated by the Chief or his/her designee as officer-in-charge shall be plus rated \$1.00 per hour.

## **ARTICLE 22** **INSURANCES**

Section 22.1. The Employer shall make available to bargaining unit employees medical and hospitalization plans on the same basis these plans are provided to non-bargaining unit employees of the City. If the City forms a Health Insurance Committee, the FOP associate (or designee) from this bargaining unit shall be a member of the committee.

Section 22.2. The Employer shall provide a term life insurance policy for each bargaining unit employee in an amount equal to the employee's annual salary but in no case shall such amount exceed \$75,000.

Section 22.3. The Employer agrees to indemnify and defend any bargaining unit employee from actions arising out of the lawful performance of the employee's official and/or assigned duties.

Section 22.4. The Employer will make available to all employees cancer insurance and intensive care insurance for purchase through payroll deduction.

## **ARTICLE 23** **HOLIDAYS**

Section 23.1. Bargaining unit employees shall be entitled to the following holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January

President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Day	December 25th

The above listed holidays shall be observed on the actual day of occurrence, and shall be equal in length to the employee's scheduled work day.

Section 23.2. All employees shall receive holiday pay equal to their normal daily work hours, if the employee is in active pay status on a scheduled work day preceding and following the holiday. An employee required to work on a holiday shall, in addition to holiday pay, receive one and one-half (1-1/2) hours pay for each holiday hour worked. A holiday equals eight (8) hours if the employee is not scheduled on the holiday, and equals shift length if the employee works the holiday or is scheduled for the holiday and the Employer approves the day off.

Section 23.3. An employee on an approved leave of absence without pay, on disciplinary suspension, layoff status or injury leave shall not be entitled to holiday benefits provided in this Article.

## **ARTICLE 24** **VACATIONS**

Section 24.1. Bargaining unit employees shall earn vacation leave according to their number of years of service with the Milford Police Department as a sworn officer and any other political subdivision within the State of Ohio, as follows:

- A. One (1) year of service but less than eight (8) years completed; rate of accumulation: 3.1 hours per pay period; Total per year: 80 hours
- B. Eight (8) years of service but less than fifteen (15) years completed; rate of accumulation: 4.6 hours per pay period; Total per year: 120 hours
- C. Fifteen (15) years of service but less than twenty-two (22) years completed; rate of accumulation: 6.2 hours per pay period; Total per year: 160 hours
- D. Twenty-two (22) years or more of service completed; rate of accumulation: 7.7 hours per pay period; Total per year: 200 hours

Section 24.2. Employees in their initial one (1) year probationary period accrue vacation at the one year rate (3.1 hours per pay period) and may, after six (6) months service request vacation time off. However, probationary employees do not have an entitlement to vacation time, and will not be paid

for accrued but unused vacation if they leave the Department for any reason prior to the conclusion of the probationary period.

Section 24.3. Vacation time shall be paid at the employee's regular rate of pay in effect at the time the vacation is taken.

Section 24.4. The Employer shall post a vacation calendar during the month of January each year. Employees may request, prior to January 31, the dates for that vacation year (January 1 thru December 31 of that year) on which they prefer to use their accumulated vacation. Such requests shall be honored on the basis of the employee's seniority with the Employer, subject to the following limitations and exceptions:

- A. Vacation requests submitted after February 1 shall be honored solely on the basis of order of application, and no seniority rights to preferred dates shall exist.
- B. Vacations are scheduled and approved in accordance with the workload requirements of the Employer.
- C. An employee who has received approval of a requested vacation and is subsequently reassigned, shall not lose the right to that approved vacation period.

Section 24.5. If a bargaining unit member becomes the subject of a modification, or change of work schedule which effects the employees regular days off, said employee has the option to select another vacation period from among those remaining.

Section 24.6. Vacation leave may be taken in minimum increments of one hour.

Section 24.7. Bargaining unit members shall be permitted to carry over accumulated vacation leave for up to two (2) years from the date earned.

Section 24.8. Employees who resign or retire are entitled to compensation, at their current rate of pay, for any earned but unused vacation leave at the time of separation.

Section 24.9. If an employee is hospitalized while on vacation, the days of hospitalization will be charged against sick leave rather than vacation on request of the employee and submission of documentation of the hospitalization.

Section 24.10. Employees with eight (8) or more years of service may sell back up to forty (40) hours of accrued vacation time once per calendar year. Such request must be made in the month of November.

**ARTICLE 25**  
**PERSONAL LEAVE**

Section 25.1. All bargaining unit employees shall be entitled to personal leave hours equivalent to four (4) shift days with pay during each agreement year. The hours will be established the first full pay period in July each year. Personal leave time shall not be charged to accumulated sick leave.

Section 25.2. Personal leave time may be accrued to a maximum of sixty (60) hours. Employees must request personal day leave use not less than seventy-two (72) hours in advance. Supervisors may waive the seventy-two (72) hour notice. The granting of the leave shall be subject to the operational needs of the Department, but shall not be unreasonably denied. Personal leave may be used in amounts no less than one (1) hour increments.

**ARTICLE 26**  
**SICK LEAVE**

Section 26.1. Employees shall accrue sick leave credit at the rate of three and seven-tenths (3.7) hours for each eighty (80) hours of service exclusive of overtime, or while in active pay status (e.g., during paid vacation and sick leave). Sick leave credit shall not accrue during any unpaid leave or layoff, or while on paid occupational injury leave. Sick leave is accumulative without limit.

Section 26.2. An employee may request sick leave for the following reasons:

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

Section 26.3. For the use of sick leave under Section 26.2, paragraphs A, D and E above, "immediate family" is defined as mother, father, spouse, child (including step-children), or a legal guardian or other person who stands in the place of a parent (loco parentis). For use under paragraph C, the definition shall include brother, sister, grandparent, grandchild, and in-laws (mother, father, grandparent, sister, and brother).

Section 26.4. Sick leave will be granted to attend to the needs of an ill or injured member of an employee's immediate family only when the attendance of the member is essential and there are no other family members available, or attendance is during serious medical procedures of grave illness.

Section 26.5. Employees absent on sick leave shall be paid at the same basic hourly rate as when they are working.

Section 26.6. An employee requesting sick leave shall inform their immediate supervisor or designee of the fact and reason, a minimum of one (1) hour prior to the employee's scheduled starting time on each day of such absence, unless other arrangements with the employee's supervisor are made. When an employee returns to work following an absence, the supervisor may require such employee to furnish a satisfactory written statement to justify the use of sick leave. If an absence due to illness exceeds two (2) consecutive working days, the Employer may require the employee to obtain a certificate from a physician stating the nature of the illness or injury to justify the use of sick leave.

Section 26.7. An employee with more than one (1) year of full-time service who exhausts all sick leave may use accrued vacation for sick leave purposes. If the leave is for the employee's own serious health condition, to care for a spouse, child or parent who has a serious health condition, because of the birth, adoption or foster placement of a child, an eligible employee shall be entitled to a Family and Medical Leave of up to twelve (12) weeks per year. The employee's available paid leave (sick, vacation and personal) must be exhausted and is included in the twelve (12) week total. It is intended that this Section comply with the Family and Medical Leave Act of 1993 as amended, and that the parties shall take such actions as to ensure compliance.

Section 26.8. An employee who retires from the Employer under the Police and Fire Pension Fund with ten (10) or more years of service with the Employer or who is granted a disability pension by the fund, shall be paid twenty-five percent (25%) of the value of accrued but unused sick leave, up to a maximum payment of two hundred forty (240) hours. Death of an eligible employee shall result in payment of the entitlement to the employee's estate.

## **ARTICLE 27**

### **OCCUPATIONAL INJURY LEAVE**

Section 27.1. An employee who suffers a service-connected injury or illness incurred in the course of and arising out of employment with the Employer shall be eligible for injury leave. Injury leave shall be available for ninety (90) calendar days from the date of injury. Extensions may be granted at the discretion of the City Manager.

Section 27.2. Payment — The employee will receive their regular salary paid by the City. Occupational Injury Leave payments are fully paid by the City and are in lieu of Workers' Compensation temporary total disability payments. An employee who applies for injury leave will apply to BWC for medical benefits only and not lost income benefits, as long as the City continues to pay the employee's regular salary.

Section 27.3. The Chief of Police has the right to review the employee's physical and mental status each thirty (30) days of absence in order to determine the members ability to return to work. In the event of a difference of opinion as to the employee's mental or physical status between the employee's physician and the Employer's physician, the issue shall be submitted to a third physician specializing in occupational medicine, whose decision regarding the ability of the employee to perform regular duties, shall be final and binding on both parties. The services of the third physician shall be paid by the Employer. If the employee and the Employer are unable to agree upon such third physician, both the Employer's physician and the employee's physician shall together select such third physician.

Section 27.4. The ninety (90) calendar day injury leave is available for each distinct, separate injury or illness. Reoccurrence of the same injury/illness and/or follow-up medical treatment related to the original injury/illness shall be charged to the original ninety (90) calendar days.

Section 27.5. Employees on approved injury leave earn sick leave, vacation and personal leave time during the leave.

## **ARTICLE 28**

### **LEAVES OF ABSENCE**

Section 28.1. Leaves without pay - Employees may be granted the following types of unpaid leaves of absence:

A. Disability Leave

A physically or mentally incapacitated employee who has completed the probationary period may request a disability leave. A disability leave for a period not to exceed one (1) year may be granted when the disability continues beyond accumulated sick leave rights provided the employee furnishes satisfactory medical proof of such disability along with a written request; and is:

1. Hospitalized or institutionalized;
2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
3. Declared incapacitated for the performance of the duties of the employee's position by a licensed physician designated by the Employer and the employee selected from a list of three (3) licensed physicians prepared by the Employer. It is the employee's responsibility to request a disability leave since such leave is not granted automatically when the employee's sick leave has expired. When an employee is ready to return to work, the employee shall furnish a statement by a physician releasing the employee as able to return to work.

It is the employee's responsibility to request an unpaid Disability Leave since such leave is not granted automatically, although the Employer may place the employee on Disability

Leave if the Employer has satisfactory certification from a licensed physician that the employee is unable to perform the essential functions of their position with or without a reasonable accommodation.

At any time after the employee has exhausted Family and Medical Leave, and the Employer determines that the employee is unable to perform the essential functions of the employee's job, with or without a reasonable accommodation, and the Employer has declined to approve any additional leave (e.g., the Employer has determined that additional leave would not be a reasonable accommodation under the circumstances), and the employee has not been granted PFPF Disability, the Employer may separate the employee from service with the Employer. An employee so separated has no reinstatement rights, except to the extent that the parties may not supersede contrary PFPF law under this Agreement.

B. Employer Required Disability Leave

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

C. Leave of Absence

The Employer may grant a leave of absence to any employee for a duration of up to one (1) year.

1. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.
2. The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, employees will advise the Employer sixty (60) days prior to commencement of the desired leave so that the various agency functions may proceed properly.
3. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any new hire replacement in the position while an employee is on leave will be terminated upon the reinstatement of the employee from leave. The terminated employee may be considered for other vacancies.
4. An employee may return to work before the scheduled expiration of leave as request by the employee and agreed to by the Employer. If an employee fails to return to work at the expiration of an approved leave of absence the employee shall be terminated.

Section 28.2. Leaves with Pay - Employees may be granted the following types of paid leave of absence:

A. Court Leave

The Employer shall grant full pay where an employee is summoned for any jury duty, or subpoenaed as a witness in a proceeding in which the employee has no personal interest and is outside the scope of the employee's employment, by a court or other adjudicatory body as listed in this Article. All compensation for such duty must be reimbursed to the department unless such duty is performed totally outside of normal working hours. An employee released from jury or witness duty prior to the end of a scheduled work day shall report to work for the remaining hours. Employees will honor any subpoena issued to them, including those from Workers' Compensation, Unemployment Compensation and State Employment Relations Board hearings. The Employer is not required to pay employees when appearing in court for criminal, civil, or administrative proceedings, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with a juvenile, or other matters in which the employee has a direct or indirect personal interest, etc. Such absences would be leave without pay, or vacation at the discretion of the employee. An employee shall request prior approval for court leave, in order for such leave to be granted.

B. Military Leave

Military leave shall be granted pursuant to applicable state and federal law.

**ARTICLE 29**  
**FUNERAL LEAVE**

Section 29.1. An employee shall be entitled to a maximum of three (3) paid funeral leave days for death in the employee's family. For purposes of this policy, the family is defined as only: mother, father, sister, brother, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, stepfather, stepmother, stepbrother, stepsister, stepchild, or other person who stands in place of the employee's parents. Funeral leave days are not deducted from the employee's sick leave.

Section 29.2. An employee may use no more than three (3) days of sick leave in addition to the paid funeral leave for the death of a family member where necessary to care for the needs of the family. If the deceased family member is a spouse or child, an additional two (2) working days of sick leave will be offered for bereavement.

**ARTICLE 30**  
**EQUIPMENT/CLOTHING**

Section 30.1. The Employer will provide all uniforms and accessories at no cost to the employee.

Section 30.2. The Employer will provide all safety equipment, including ballistic vests, and shall replace or update said items as necessary or according to manufacturers specifications.

Section 30.3. The Employer will replace work uniform items or equipment as necessary.

Section 30.4. The Employer shall repair and have cleaned all uniforms at the Employer's expense. The Employer shall determine the vendor to clean or repair said uniforms.

Section 30.5. In the event of damage to prescription eye glasses, frames, lenses, dentures, any oral appliance, which damage occurs in the discharge of an employee's duties, such items shall be repaired or replaced by the Employer. The employee shall be required to complete a Workers' Compensation medical benefits claim and turn over to the Employer any funds received.

Section 30.6. Upon retirement from the City of Milford Police Department, each police officer will receive a replica badge that identifies the officer as retired.

Section 30.7. Employees assigned to a "plain clothes" position (excluding any employee on a temporary rotational assignment) shall receive a three hundred dollar (\$300.00) clothing allowance each calendar year, beginning in 2012.

### **ARTICLE 31** **TRAVEL REIMBURSEMENT**

Section 31.1. Employees who utilize, with approval of the Chief of Police, their personal vehicle for official business shall be reimbursed at the IRS approved rate.

### **ARTICLE 32** **OPFPF PICK-UP UTILIZING THE SALARY REDUCTION METHOD**

Section 32.1. The Employer shall pick-up contributions to the Ohio Police and Fire Pension Fund paid on behalf of the employees in the bargaining unit utilizing the salary reduction methods under the following terms and conditions:

- A. The amount to be "picked-up" on behalf of each employee shall be the percent of the employee's gross compensation or any statutorily mandated increase required by the pension system. The employee's annual compensation shall be reduced by an amount equal to that "picked-up" by the Employer for the purpose of State and Federal tax.
- B. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.
- C. The pick-up shall become effective immediately upon the effective date of this Agreement and shall apply to all compensation including supplemental earnings thereafter.

D. The parties agree that should the rules and regulations of the IRS, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/Employer contributions.

**ARTICLE 33**  
**WORK RULES — GENERAL ORDERS**

Section 33.1. The Employer agrees that all General Orders, Standards of Conduct, Rules and Regulations, Policies, Procedures, Directives and Work Rules shall be applied uniformly within the group of employees to which such are directed. For the purpose of this Article all of the above shall be considered inclusive within the terminology of Work Rules/General Orders.

Section 33.2. Every employee shall be informed of and shall have access to copies of work rules/general orders which apply to such employee.

Section 33.3. Any additions or amendments to the work rules or general orders shall be reduced to writing, posted on departmental bulletin boards, and signed by all employees to acknowledge awareness of the addition or amendment within five (5) working days of the posting. Any employee on leave of absence, sick leave or vacation shall be required to sign the acknowledgment within three (3) working days upon return to work. This Section does not limit the right of the Employer to implement any work rules prior to the conclusion of the acknowledge period.

**ARTICLE 34**  
**DURATION**

Section 34.1. This Agreement shall be effective July 1, 2011, and shall remain in full force and effect through 11:59 p.m., June 30, 2014.

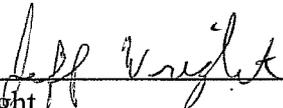
Section 34.2. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date of this Agreement. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

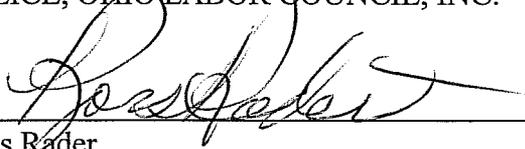
**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have signed by their authorized representatives this 20<sup>th</sup> day of September, 2011.

FOR THE CITY OF MILFORD:

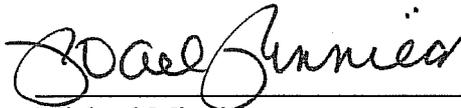
FOR THE FRATERNAL ORDER OF  
POLICE, OHIO LABOR COUNCIL, INC.

  
\_\_\_\_\_  
Jeff Wright  
City Manager

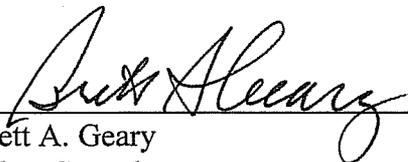
  
\_\_\_\_\_  
Ross Rader  
Staff Representative

  
\_\_\_\_\_  
Jamey Mills  
Chief of Police

  
\_\_\_\_\_  
Sean Mahan  
Bargaining Team Member

  
\_\_\_\_\_  
Michael Minniewar  
Law Director

0022446

  
\_\_\_\_\_  
Brett A. Geary  
Labor Consultant

Memorandum of Understanding

The intent of this Memorandum of Understanding (M.O.U.) is to clarify the intent of the new language added to Article 24 "vacations" in the new agreement signed September 2, 2011.

In November 2011, Officer Bevenzi requested to sell back forty (40) hours of vacation as per Section 24.10 which reads:

***Employees with eight (8) or more years of service may sell back up to forty (40) hours of accrued vacation time once per calendar year. Such request must be made in the month of November.***

While Officer Bevenzi has eight (8) years of service for accrual purposes, she does not have eight (8) years of service with the City of Milford.

This request appears to be compatible with other Sections of Article 24 it also seems to be in conflict with other Articles of the Agreement as it relates to seniority and years of service. Therefore; the parties agree to honor Officer Bevenzi's request for vacation sell back and to amend the Agreement as shown in the attached Article 24 Section 24.10.

This settlement agreement shall not be viewed as precedent setting for any purpose by either party.

The parties shall sign the attached Article 24 and submit same to the State Employment Relations Board (SERB) to amend their agreement on file with the Board.

*For the City of Milford*

*For the FOP Ohio Labor Council, Inc.*

Jeff Wright  
Chris

Paul Padgett  
Russell Kenney

Date signed: 11/21/11

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.	}	Case No(s): 11-MED-04-0626
EMPLOYEE ORGANIZATION,	}	(Patrol Officers)
	}	
and,	}	
	}	
CITY OF MILFORD,	}	
EMPLOYER.	}	
	}	

FILING OF COLLECTIVE BARGAINING AGREEMENT  
(Addendum)

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

Respectfully Submitted



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

cc: Mr. Jeff Wright  
[jwright@milfordohio.org](mailto:jwright@milfordohio.org)

## **ARTICLE 24** **VACATIONS**

**Section 24.1.** Bargaining unit employees shall earn vacation leave according to their number of years of service with the Milford Police Department as a sworn officer and any other political subdivision within the State of Ohio, as follows:

- A. One (1) year of service but less than eight (8) years completed; rate of accumulation: 3.1 hours per pay period; Total per year: 80 hours
- B. Eight (8) years of service but less than fifteen (15) years completed; rate of accumulation: 4.6 hours per pay period; Total per year: 120 hours
- C. Fifteen (15) years of service but less than twenty-two (22) years completed; rate of accumulation: 6.2 hours per pay period; Total per year: 160 hours
- D. Twenty-two (22) years or more of service completed; rate of accumulation: 7.7 hours per pay period; Total per year: 200 hours

**Section 24.2.** Employees in their initial one (1) year probationary period accrue vacation at the one year rate (3.1 hours per pay period) and may, after six (6) months service request vacation time off. However, probationary employees do not have an entitlement to vacation time, and will not be paid for accrued but unused vacation if they leave the Department for any reason prior to the conclusion of the probationary period.

**Section 24.3.** Vacation time shall be paid at the employee's regular rate of pay in effect at the time the vacation is taken.

**Section 24.4.** The Employer shall post a vacation calendar during the month of January each year. Employees may request, prior to January 31, the dates for that vacation year (January 1 thru December 31 of that year) on which they prefer to use their accumulated vacation. Such requests shall be honored on the basis of the employee's seniority with the Employer, subject to the following limitations and exceptions:

- A. Vacation requests submitted after February 1 shall be honored solely on the basis of order of application, and no seniority rights to preferred dates shall exist.
- B. Vacations are scheduled and approved in accordance with the workload requirements of the Employer.
- C. An employee who has received approval of a requested vacation and is subsequently reassigned, shall not lose the right to that approved vacation period.

**Section 24.5.** If a bargaining unit member becomes the subject of a modification, or change of work schedule which effects the employees regular days off, said employee has the option to select another vacation period from among those remaining.

Section 24.6. Vacation leave may be taken in minimum increments of one hour.

Section 24.7. Bargaining unit members shall be permitted to carry over accumulated vacation leave for up to two (2) years from the date earned.

Section 24.8. Employees who resign or retire are entitled to compensation, at their current rate of pay, for any earned but unused vacation leave at the time of separation.

Section 24.9. If an employee is hospitalized while on vacation, the days of hospitalization will be charged against sick leave rather than vacation on request of the employee and submission of documentation of the hospitalization.

Section 24.10. Employees with eight (8) or more years of service with the City of Milford may sell back up to forty (40) hours of accrued vacation time once per calendar year. Such request must be made in the month of November.

For the City of Milford

Jeff Wright  
Emus

Date Signed: 12/1/2011

For the FOP Ohio Labor Council, Inc.

Paul Pader  
Russ Loney