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K28059

AGREEMENT

BETWEEN

CITY OF LOVELAND

AND

LOVELAND POLICE ASSOCIATION

SERB CASE NUMBER
2011-MED-05-0830

Effective May 12, 2011 through May 11, 2014

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ARTICLE 1
PREAMBLE/AGREEMENT

Section 1.1. This Agreement, entered into by the City of Loveland, Ohio ("City" or "Employer"), and the Loveland Police Association ("Union" or "Association"), has as its purpose the following:

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

Section 1.2. The City, the Association, and each member of the bargaining unit agree to use their best efforts to serve the citizens of the City of Loveland and the public in general, to see that the public is served efficiently and with complete dedication to the interests of all citizens, to assure that the services of the City are provided without interruption and to see that the highest standards of integrity, in fact and in appearance, are maintained at all times.

ARTICLE 2
ASSOCIATION RECOGNITION

Section 2.1. The City recognizes the Loveland Police Association as the sole and exclusive representative for those employees of the City in the bargaining unit as certified on May 12, 2011 by SERB in case number 11-REP-01-0003.

Included: All full-time sworn Police Officers.

Excluded: All full-time Police Officers rank of Sergeant and above.

ARTICLE 3
ASSOCIATION RIGHTS

Section 3.1. No Lockout: During the life of the Agreement, the City shall not cause, permit, or engage in any lockout or otherwise prevent employees from performing their regularly assigned duties where the object thereof is to bring pressure on the employees or an employee organization to compromise or capitulate to the City's terms regarding a labor relations dispute.

Section 3.2. Restraining Violations: If the Association claims this Section (3.1) is violated, it may as its option, obtain an immediate arbitration hearing. To do so it shall give the City written or electronic mail notice of its claim and request to the American Arbitration Association to appoint an arbitrator to hear and decide the claim on an emergency basis. The Association shall pay the American Arbitration Association's docketing fee. The hearing shall be held within forty-eight (48) hours or as soon after that as possible. The parties shall not file and the arbitrator shall not receive post hearing briefs about the issuance of an immediate restraining order. The arbitrator shall rule from the bench and if he finds that this Section has been violated, he shall immediately issue an award prohibiting continuation or resumption of the lockout. The arbitrator shall continue the hearing (and may request post hearing briefs) on the issue of damages. This arbitration provision

does not affect the Association's right to seek direct relief, injunctive or otherwise, in the courts or elsewhere.

Section 3.3. Nothing in this Agreement shall be construed to limit or abridge the Association's or the City's right to seek other available remedies provided by law to address any violation of Section 4417.11(A) or (B) of the O.R.C.

Section 3.4. Dues Deduction: The City agrees to deduct regular Association dues and fees at such intervals as the Association notifies the City are proper, on a bi-weekly basis, for any bargaining unit member voluntarily signing a written authorization for dues deduction. The bargaining unit member shall submit the authorization to the City's payroll officer. The City shall forward a check, for the aggregate of the dues and fees deducted, to the Association's designated financial officer, together with an itemized list of the members for whom dues deductions were made. The City assumes no obligation, financial or otherwise, arising out of the provisions of this Section, and the Association hereby agrees that it will indemnify and hold the City harmless from any liability arising out of any action taken by it or omitted by it in compliance with or in an attempt to comply with the provisions of this Section.

Section 3.5. Association Business: Non-employee representative(s) of the Association shall be admitted to the City's facilities for the purpose of processing grievances or attending meetings as permitted in this Agreement. Upon arrival, the Association representative shall identify himself to the Police Chief or the Police Chief's designated representative. The City shall recognize one (1) employee designated by the Association to act as Association representative for the purposes of representation as outlined under this Agreement. In the absence of the Association representative, an alternate will be recognized. No employee shall be recognized by the City as a Association representative until the Association has presented the City with written certification of that person's selection. Rules governing the activity of Association representatives are as follows:

Section 3.6. No official of the Association, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The Association will not conduct Association business during working hours except to the extent specifically authorized in this Agreement.

Section 3.7. The Association shall not conduct Association activities in any work area(s) without prior approval of the Police Chief or his designee.

Section 3.8. The Association employee official shall cease unauthorized activities immediately upon the request of the Police Chief or his designee or upon the request of any management level employee of the City.

Section 3.9. The Employer agrees to permit a bulletin board in the roll call room or other suitable location for the use of employees represented by the Association.

The Employer may post on the bulletin board any notices concerning the employees covered hereby which the Employer is required by law to post.

The Association may post on the bulletin board notices relating to recreational and social events applicable to members of the bargaining unit, election notices, and results, notices of membership meeting related to Association business, or notices related to the affairs of bargaining unit members.

No obscene, immoral, unethical or vituperative matter shall be posted. The bulletin board shall be maintained in a neat and orderly manner.

ARTICLE 4
UNION BUSINESS

Section 4.1. The Loveland Police Association is authorized to select one (1) representative and one (1) alternate to conduct approved Association business for the bargaining unit.

Section 4.2. A pool of time donated by the bargaining unit members from their accrued vacation or compensatory time balances shall be established to compensate members for time spent on union business on an hour for hour basis. Hours from the current pool shall be carried over to the pool established in this Section. If the representative has reached the maximum allowable accrual of compensatory time, the hours deducted from the pool shall be converted to cash and paid to the representative at his or her regular hourly rate of pay. Time spent on Union business during working hours shall be considered as hours worked, but shall not be calculated at the overtime rate. The maximum amount of accumulated hours in the Union pool shall not exceed two hundred (200) hours. Upon approval of the Union and notice to the Employer, these hours are to be used for labor negotiations or handling grievances. These hours will be used by the duly elected LPA associates or the grievant for hours actually spent in handling grievances, negotiations or other agreed labor related affairs. Accumulated pool hours will carry over from year to year.

Section 4.3. At the discretion of the Chief of Police, the Association may designate one (1) representative to work on Association business during working hours. Such time shall be deducted from the "pool" established in 4.2 on an hour for hour basis. The Chief of Police has discretion regarding the use of this time and the time of day when it is used. Divisional equipment may be used, with the exception of postage and long distance telephone calls.

Section 4.4. The Association may utilize the aforementioned provisions 4.1 and 4.3 by having the Association representative in the bargaining unit notify the Chief as soon as possible of the need for such leave, but no less than ten (10) calendar days prior to the commencement of said leave, and provided that no other bargaining unit member be on leave or vacation at the same time.

Section 4.5. An Association representative who conducts Association business relating to grievances that is not during their regular duty hours shall be credited with compensatory time on an hour for hour basis from the pool, unless the representative has reached the maximum allowable accrual of compensatory time in which case the representative shall be paid for the time spent at his or her regular hourly rate of pay.

Section 4.6. The Association representatives who attend negotiations shall be compensated at their regular rate for their scheduled duty hours during which they attend to such matters. For any time spent in preparation for and during negotiations that is not during their regular duty hours, the Association representative shall be credited compensatory time on an hour for hour basis from the

"pool". At the end of the negotiating session, the Association representative shall return to his/her regular assignment if the session ends before the end of the regularly scheduled shift.

Section 4.7. The Association Representative shall be responsible for notifying the Employer of the names of the negotiating team members.

The Association Representative may substitute Stewards after proper election or appointment as necessary and prior notice to the Employer.

Section 4.8. The Employer may create any necessary administrative process to account for accumulated pool hours they may deem necessary.

Section 4.9. The Employer shall grant sixteen (16) hours of "administrative" leave per year to each the Union Steward and the Alternate Steward to attend Union sponsored training.

ARTICLE 5
MANAGEMENT RIGHTS

Section 5.1. Reserved Rights: This section, and any other provision in this Agreement relating to management rights, is solely intended to supplement the rights of management granted in Section 4117.08 of the Ohio Revised Code. This does not constitute bargaining about any of the rights protected by Section 4117.08 and is not a waiver of the City's right to refuse to bargain about any and all of the rights contained in that section except to the extent that these rights are expressly modified by this Agreement. The management and direction of the affairs of the City are retained by the City. This includes, but is not limited to: the selection, transfer, assignment and layoff of police officers; the making, amending and enforcement of reasonable work rules and regulations; the securing of the revenues of the City; the exercise of all functions of government granted to the City by the constitution and statutes of the State of Ohio and the City Charter; the determination from time to time as to what services the City shall perform; the purchasing and maintaining of adequate and safe equipment; the determination of the number of hours per day or week any operation may be carried on; the selection and determination of the number and types of police officers required; the establishment of training programs and upgrading requirements for employees; the establishment and the changing of work schedules and assignments; the contracting for the performance of such work as the City determines advisable and the taking of such other measures as the City and/or management may determine to be necessary for the orderly and efficient operation of the City; and the determination of the size and composition of the work force. The City will not use this Section to contravene individual rights granted by this Agreement or otherwise by law. The City retains all rights except to the extent this agreement specifically and expressly provides to the contrary. This section is not intended to prohibit the Association from bargaining about matters affecting the wages, terms or conditions of employment of bargaining unit employees.

Section 5.2. No Strike: During the term of this Agreement, the Association shall not, for any reason, authorize, cause, engage in, sanction, or assist in any sick call work stoppage, strike, sympathy strike, slowdown, or any other concerted activity which would interrupt the operations or services of the City. This Section is for the benefit of the City and the public it serves, and is in addition to all other rights provided them by law.

Section 5.3. Association Responsibility: The Association will use its best efforts to prevent any violation of this Section and to stop any violation if one occurs. If there is a violation of this Section, the Association will publicly denounce the strike and will provide the City with written notice that the strike is not authorized, is in violation of this Agreement, and is not to be honored. If the Association carries out its obligations under this Section, it shall have no financial liability for the violation.

Section 5.4. Employee Discipline: The City shall have the right to discharge, demote, suspend or otherwise discipline employees for violation of section 5.2. An employee disciplined under this section may file a grievance.

Section 5.5. Restraining Violations: If the City claims this section is violated, it may at its option obtain an immediate arbitration hearing. To do so it shall give the Association written or electronic mail notice of its claim and request the American Arbitration Association to appoint an arbitrator to hear and decide the claim on an emergency basis. The City shall pay the American Arbitration Association's docketing fee. The hearing shall be held within forty-eight (48) hours or as soon as after that as possible. The parties shall not file and the arbitrator shall not receive post hearing briefs about the issuance of an immediate restraining order. The arbitrator shall rule from the bench and, if he finds that this section has been violated, he shall immediately issue an award prohibiting continuation or resumption of the strike. The arbitrator shall continue the hearing (and may request post hearing briefs) on the issue of damages. This arbitration provision does not affect the City's right to seek direct relief, injunctive or otherwise, in the courts or elsewhere.

ARTICLE 6
PROBATION

Section 6.1. New employees shall be on probation for the first twelve (12) months of active continuous employment. During that time, the City may discharge them at its discretion, and the discharge will not be subject to the grievance or arbitration procedure or any other review.

Section 6.2. Newly promoted employees shall be on probation for the first twelve (12) months of active continuous employment in the new position. During that time, the City may demote them to their previous position at its discretion, and the demotion will not be subject to the grievance or arbitration procedure or any other review.

ARTICLE 7
INVESTIGATION AND DISCIPLINE

Section 7.1. Employees who have completed their probationary period may be discharged, suspended, demoted or otherwise disciplined for just cause. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

The Employer reserves the right to impose, in its sole discretion, the level of discipline it deems appropriate for the offense committed. Forms of disciplinary action are as follows:

A. Verbal warning and/or reprimand;

B. Written reprimand;

C. Loss of vacation or sick leave time or holiday compensatory time but only at the option of the Chief of Police and with the concurrence of the employee;

D. Suspension without pay;

E. Discharge from employment.

Section 7.2. No employee shall have the right to a Pre-disciplinary Conference for those disciplinary actions set forth in Subsections 7.1(A) through 7.1(B), above. Written reprimands may be appealed to Step 3 of the grievance procedure, but are not subject to arbitration.

Section 7.3. No employee who has completed his/her probationary period shall be disciplined in the manner set forth in Subsections 7.1(C) through 7.1(E), above, without being given the opportunity to offer an explanation of the alleged misconduct at a Pre-disciplinary Conference.

Section 7.4. The Employer may, at its sole discretion, pending the investigation of charges, place the employee on paid administrative leave.

Any employee being questioned by the Employer or any of its agents or representatives for any reason relating to an incident which has been captured via video and/or audio recording must be advised, if it is known to the Employer, that the incident has been captured via video and/or audio recording and, the employee shall have the right to review the recording prior to being questioned for all non-criminal conduct.

Section 7.5. Any investigative questioning regarding charges of misconduct which could result in the employee being disciplined in any manner set forth in Section 7.1 above, shall be undertaken as follows:

A. Questioning shall take place during working hours, if practical, at a place designated by the Employer. Questioning shall not take place at the employee's residence without his/her prior consent;

B. The employee shall be informed of the nature of the investigation before any questioning commences, if the investigation is the result of a citizen complaint, the employee shall be informed of the general allegation and the alleged facts;

C. In the event that the employee is being questioned only as a witness, he/she shall be so advised prior to the commencement of any questioning; and

D. Prior to any investigatory interview, the employee will be advised of his or her right to union representation. The employee may request the presence of an Association and/or legal representative, in which case questioning may be postponed for up to twenty-four (24) hours (or any other mutually agreed time) in order that the representative may be present. The

employee is only entitled to the presence of a union representative, including a steward, not the preferred representative.

E. The employee shall be advised of his her "Garrity" rights.

F. The member shall receive a copy of the Departmental or Administrative decision as to the investigation.

G. A complete record, either written, taped or transcribed, shall be kept of the complete interview of the member, including noting all recess periods. A copy of the record shall be available to the member or his counsel upon request. This Subsection applies only to Section 7.1 (C) through (E).

Section 7.6. In the event that the Employer, its agent or representative, determines that an employee's conduct may indeed warrant disciplinary action as set forth in Subsections 7.1(C) through 7.1(E), above, the Employer shall schedule a Pre-disciplinary Conference. the said conference shall be scheduled no later than sixty (60) days following discovery of the alleged misconduct, except where a criminal investigation is pending. However, where the circumstances of the alleged misconduct are unique and/or where the investigation process has involved delay, the conference date may be delayed for up to an additional thirty (30) days. (When the last day of the said thirty [30] and/or additional thirty [30] days falls on a Saturday, Sunday or bargaining unit holiday, the said conference shall be held on the following Employer business day.)

Section 7.7. Not less than seventy-two (72) hours prior to the scheduled starting time of the Pre-disciplinary Conference, the Employer will provide to the employee a written outline of the charges which are the basis for the disciplinary action and a disclosure of evidence and materials which it intends to be used at said Conference. The employee and/or his/her representative will disclose any evidence and materials which he/she intends to use at the Conference twenty-four (24) hours prior to the date thereof.

Section 7.8. At the time that the employee receives the written outline of charges, he/she must choose to: 1) appear at the Conference to present an oral or written statement in his/her defense; or 2) appear at the Conference and have a chosen representative present an oral or written statement in defense of the employee; or 3) elect in writing to waive the opportunity to have a Pre-disciplinary Conference. Failure of the employee to elect and exercise one of the options will be deemed a selection of Option 3.

Section 7.9. At the Pre-disciplinary Conference, both the Employer and the employee may question each other, present testimony, introduce and question witnesses, and introduce documents. The said Conference may, at the option of the Employer, be taped or attended by a court reporter. At the party's expense, either party may tape the proceedings and/or retain a court reporter for transcription of the proceedings. Tapes and/or court reporter transcripts shall be made available to the opposing party at cost. The employee may be represented by the Association and/or legal council at the Conference. All parties providing testimony at the Conference shall be sworn and the employee shall be informed that refusal to respond and/or responding untruthfully may result in further disciplinary action.

Section 7.10. After the Pre-disciplinary Conference the hearing officer shall have fourteen (14) calendar days or any other mutually agreeable time to submit a written report of his/her findings.

Section 7.11. The City Manager shall receive the hearing officer's findings and take, within fourteen (14) calendar days, such disciplinary action as he/she deems appropriate. A copy of the hearing officer's findings shall be attached to the official's notice of discipline to the employee.

Section 7.12. Records of verbal warnings and/or reprimands shall cease to have force and effect twelve (12) months following their effective date, provided no intervening discipline has occurred. Records of written reprimands shall cease to have force and effect eighteen (18) months from their effective date, provided no intervening discipline has occurred. Records of suspension shall cease to have force and effect thirty-six (36) months from their effective date, provided no intervening discipline has occurred. At the request of the member, expired discipline shall be placed in an envelope within the personnel file and marked "expired discipline."

Expired records of discipline are admissible to refute any argument by the employee or Union that the employee's work record is clean.

ARTICLE 8
NON-DISCRIMINATION

Section 8.1. The provisions of this Agreement shall be applied equally to employees of the bargaining unit without discrimination as to age, sex, race, color, religion, military status, genetic information, sexual orientation, disability or national origin.

Section 8.2. The Employer agrees not to interfere with the rights of the employees to become members of the Association, and there shall be no disparate treatment, interference, restraint or coercion by the Employer or any representative of the Employer against any employee because of Association membership or because of any legal employee activity in any official capacity on behalf of the Association.

Section 8.3. The Association agrees not to interfere with the rights of employees to not become members of the Association, and there shall be no disparate treatment, restraint, or coercion by the Association or its representatives against any employee exercising the right to abstain from membership in the Association or involvement in Association activities.

ARTICLE 9
GRIEVANCE PROCEDURE

Section 9.1. A grievance is a complaint that the City has violated this Agreement. All grievances shall be handled exclusively as set forth in this procedure. Grievances involving suspension, demotion or termination must be filed directly at Step 3 within seven (7) calendar days of the written notice of discipline; the parties may mutually agree to waive Step 3 and permit a filing directly to arbitration.

Section 9.2. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent steps. Any employee may withdraw a grievance at any point by

submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the City's representatives within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits may be extended upon mutual consent of the parties.

Section 9.3. It is the mutual desire of the City and the Association to provide for the prompt adjustment of grievances in a fair and reasonable manner, with a minimum of interruption of work schedules. Every reasonable effort shall be made by both the City and the Association to resolve grievances at the earliest step possible. In the furtherance of this objective, the following procedure shall be followed:

Step 1 — In order for a grievance to receive consideration under this procedure, the aggrieved employee, with an appropriate Association representative, if the former desires, must identify the grievance in writing to his supervisor within seven (7) calendar days of the occurrence of the incident giving rise to the grievance, or within seven (7) calendar days of becoming aware of the incident giving rise to the grievance. In no case may a grievance be filed more than forty (40) calendar days after the occurrence. The supervisor shall schedule a meeting with the grievant and his representative, if any, within seven (7) calendar days after receipt of the grievance. The supervisor shall investigate and respond in writing to the grievant or Association representative within seven (7) calendar days following the meeting.

Step 2 — If the grievance remains unsettled, it may be presented to the Police Chief or his or her designee within seven (7) calendar days after the supervisor's response. The Police Chief or his or her designee shall schedule a meeting between the parties within ten (10) calendar days. The Police Chief or his or her designee shall have fourteen (14) calendar days following the meeting in which to respond.

Step 3 — If the grievance remains unsettled, it may be presented to the City Manager within seven (7) calendar days after the Police Chief's response. The City Manager or his or her designee shall schedule a meeting between the parties within ten (10) calendar days. The City Manager shall have fourteen (14) calendar days following the meeting in which to respond.

Section 9.4. If the grievance is not resolved within thirty (30) calendar days of receipt of the response at Step 3, the grievant may file a written notice to the City of intent to submit the grievance to arbitration. The Association shall be the sole judge as to whether such case shall, in fact, be appealed to arbitration. The arbitrator shall be selected under the rules of the American Arbitration Association (AAA), unless the City and the Association mutually agree upon an arbitrator or to follow the rules for selection of the American Mediation Service (AMS). The decision of the arbitration shall be binding on both the City and the Association.

The arbitrator shall not have the power to add to or subtract from or to modify this Agreement. The costs of the services of the arbitrator and the cost of obtaining a panel of neutrals if any, shall be paid equally by the City and the Association. Nothing in this Section shall prevent the Association from seeking enforcement of any arbitration award in a court of competent jurisdiction, provided all administrative remedies have been exhausted.

Section 9.5. No more than one (1) grievance shall be placed before an arbitrator at any one hearing and in no instance shall there be multiple (two [2] or more) grievances heard by an arbitrator unless it is mutually agreed to waive this provision.

Section 9.6. All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed to by the parties:

1. Aggrieved employee's name and signature

2. Aggrieved employee's classification

3. Date grievance was filed in writing

4. Date and time grievance occurred

5. Where grievance occurred

6. Description of incident giving rise to the grievance

7. Sections of Agreement violated

8. Desired remedy to resolve grievance

9. A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting each member in the same manner, one (1) member selected by such group may process the grievance as a class action grievance, provided each employee desiring to be included in the class action grievance signs the grievance. If more than one (1) employee is involved in a grievance, one (1) of them shall be selected as spokesman.

Section 9.7. The Association, through its staff representative, may file grievances claiming violations of the recognition clause, the dues deduction clause, or any claimed violation of contract rights which accrue solely to the Association as a labor organization and not to individual employees. Such grievances shall be initially filed within the time limits of Step 1.

Section 9.8. The employees may attend Steps 1, 2 and 3 of the grievance procedure without loss of pay as a result of necessary attendance during regularly scheduled working hours. The employee's representative (if a City employee) may also attend without such loss of pay at Step 1, 2 and 3.

ARTICLE 10
PERSONNEL FILES

Section 10.1. Each employee may inspect his personnel file maintained by the City at any reasonable time, and shall, upon request, receive a copy of any documents contained therein. An employee shall be entitled to have a representative of his choice accompany him during such review.

Section 10.2. If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement of rebuttal or explanation in his file. No anonymous material of any type shall be included in the employee's personnel file.

Section 10.3. The City shall promptly comply with the Ohio Public Records Act and applicable caselaw. Because Supervisor's Supplemental Logs or any similar item used to document the conduct of a member are a public record, any member, upon request, shall be granted access to such documents consistent with applicable law.

ARTICLE 11
SENIORITY/LAYOFF AND RECALL

Section 11.1. When the City determines that a long-term layoff or job abolishment is necessary, it shall notify the affected employees ten (10) days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the City's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible. The City, upon request from the Association, agrees to discuss, with representatives of the Association, the impact of the layoff on bargaining unit employees.

Section 11.2. Layoffs shall be in inverse order of seniority with the least senior employee being laid off first. Any employee receiving notice of a long-term layoff lasting more than seventy-two (72) hours shall have five (5) calendar days following the receipt of such notice in which to exercise his right to bump the least senior full-time employee in the next lower classification. Part-time employees shall be laid off prior to the layoff of full-time employees.

Section 11.3. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of recall. Any training required by this Section shall be at the City's expense and time.

Section 11.4. Notice of recall shall be sent to the employee by certified mail. The City 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 11.5. The recalled employees shall have ten (10) calendar days following the date of receipt of the recall notice to notify the City of his intention to return to work and shall have fourteen (14) calendar days following the receipt date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 11.6. For the purpose of this Section, seniority shall be computed on the basis of uninterrupted length of continuous full-time service in the police department.

ARTICLE 12
OUTSIDE EMPLOYMENT

Section 12.1. All outside employment must be approved by the Police Chief. If the Police Chief denies permission for outside employment, he shall set forth his reasons for doing so in writing and such writing shall be furnished to the employee(s) affected by such a denial. Denial of permission to engage in outside employment shall not be based on arbitrary or capricious grounds.

ARTICLE 13
HEALTH AND SAFETY

Section 13.1. The City will use its best efforts to keep City-owned police vehicles or other equipment in a safe and healthful condition, and no employees shall be required to exercise their responsibilities in unsafe equipment or vehicles.

An unsafe City-owned police vehicle or other equipment for the purposes of this Article, is defined as that which is in such a condition of damage or disrepair that it will no longer safely perform the function for which it was intended.

Section 13.2. The Association and/or individual employees may raise safety issues with their immediate supervisor. If the immediate supervisor does not respond within a reasonable amount of time as determined by the degree of danger, the matter may be presented to the Chief of Police for final resolution.

Section 13.3. This provision is not applicable to those activities or events which are an inherent part of law enforcement responsibilities.

Section 13.4. Employees must comply with all safety rules and regulations in the operation and care of such City-owned police vehicles or equipment.

ARTICLE 14
HOURS OF WORK AND OVERTIME

Section 14.1. Employee's scheduled pay period shall consist of eighty (80) hours.

Section 14.2. Employees shall have their days off scheduled consecutively, except as a result of the changing off day schedule.

Section 14.3. Employees shall be paid overtime at one and one-half (1½) times their regular rate of pay for hours worked in excess of their regular scheduled work day, or in excess of eighty (80) hours in the pay period for sworn personnel.

Section 14.4. Hours worked shall include paid time off only up to the regular scheduled work day or work period. Hours worked shall include four (4) consecutive ten (10) hour shifts or five (5) consecutive eight (8) hour shifts. Ten (10) hour shift assignments may be converted to eight (8) hour shifts for the purpose of scheduling training in excess of three (3) days.

Section 14.5. All hours in active pay status shall be counted for the purposes of overtime premium. There shall be no pyramiding of overtime.

Section 14.6. Employees may exchange/swap shifts or days off, or work an additional day for an alternate day off with prior supervisory approval.

Section 14.7. No overtime premiums shall be paid as a result of any shift, or days off swapping.

Section 14.8. All shift swapping or alternate days off must have the prior approval of the Chief of Police or his designate and must comply with the Fair Labor Standards Act guidelines.

Section 14.9. Employees who must attend court as part of their duties, outside their regularly scheduled hours of work, shall notify their supervisor as soon as possible.

The supervisor shall determine if the employee is to remain on duty between the last preceding, or the next shift and the time of the court appearance.

Section 14.10. Any employee required to appear on off duty time before any court for matters pertaining or arising from the employee's official duties, when such appearance does not abut either end of his/her regularly scheduled shift, shall be compensated for at least three (3) hours of overtime, paid at the overtime rate of one and one-half (1½) the employee's regular rate of pay, notwithstanding the actual duration of the appearance. If the court time lasts more than three (3) hours, the employee shall be paid at the overtime rate for all hours actually worked. Court travel time shall be included, as measured from the Loveland Safety Center.

Section 14.11. Employees called back to work at a time disconnected from their regular hours of work for any reason not due to the employee's fault or neglect, will receive a minimum of three hours pay at the overtime rate, or will receive continuous pay from the time they last worked, or the next time they work at the City's option, at the overtime rate. Any member subject to telephone consultations for work related issues as a result of assigned duties shall receive a minimum of thirty (30) minutes pay at the overtime rate for any telephone consultations required while off-duty that exceed six (6) minutes in length. Any telephone consultations exceeding thirty (30) minutes in length will be compensated at the appropriate rate for the actual time of the telephone consultation.

Section 14.12. If the Employer exercises the management rights provided for in Section 5.1 of this Agreement and determines that a long term schedule change is necessary, a thirty (30) day written notice of such long term schedule change shall be posted, and a copy shall be given to the designated Association employee representatives.

Short term schedule changes lasting fourteen (14) calendar days or less may be implemented by the Employer upon giving no less than seventy-two (72) hours written notice to the affected employee(s).

Nothing in this article shall preclude the Employer from implementing any emergency schedule changes or assignments arising from conditions beyond the control of the Employer.

Section 14.13. Employees may elect to take compensatory time in lieu of overtime compensation. Employees may accumulate up to a maximum of eighty (80) hours compensatory time for any

combination of overtime, court time, or holiday time, or any other earned overtime. Employees shall be permitted to convert accrued compensatory time to pay upon thirty (30) days written notice to the Employer one (1) time per fiscal year during the life of this Agreement.

Section 14.14. When an employee is required to attend departmentally mandated training either as part of a normal work day or on an overtime basis, the "hours worked" shall include training travel time as measured from the Loveland Safety Center.

ARTICLE 15
UNIFORMS AND EQUIPMENT

Section 15.1. The City shall issue each newly hired employee all required uniform items. The City will prepare and keep current a list of all items to be initially provided. Prior to any major change in the list, the Police Chief shall notify and consult with the employee Association representatives. The parties shall make a reasonable attempt to agree on the change prior to implementation.

Section 15.2. Uniforms and equipment shall be replaced as necessary, determined by the Chief or his designee.

Uniform parts and equipment will be inspected and ordered repaired or replaced as needed. Uniforms will be cleaned and/or repaired by the city.

Section 15.3. The cleaning and repair of uniforms will be paid for by the City at a location determined by the City.

Section 15.4. The City will pay for all alterations and repairs of uniforms necessitated by weight loss or gain as a result of an exercise program. The employee will pay for any alterations necessitated by weight gain, other than from an exercise program.

Section 15.5. Upon termination of employment with the City, and prior to receipt of a final paycheck, the employee shall return all issued equipment and uniform parts to the Chief of Police or his or her designee. The employee will reimburse the City for any missing items according to said item's depreciated value or replacement cost as applicable.

The Chief of Police or his or her designee shall receipt the employee for all equipment returned.

Section 15.6. Members assigned to the position of "Investigator" shall receive an eight hundred dollar ($800.00) clothing allowance annually for the purchase of required non-uniform clothing. The allowance will be pro-rated based upon the months served in the position. Payment shall be made during January of each year.

ARTICLE 16
PERSONAL PROPERTY

Section 16.1. When and if an employee sustains damage or loss of personal equipment or property while discharging his legal duties, the Employer shall reimburse the employee for necessary repairs or replacement.

Section 16.2. Loss or damage as a result of the employee's willful or negligent mishandling will release the Employer from any responsibility of repair or replacement.

Section 16.3. The Employer will reimburse the employee for the cost of repair of personal items up to a maximum of two hundred dollars ($200.00). Wedding rings, watches or other personal jewelry shall be limited to a two hundred dollar ($200.00) reimbursement.

Section 16.4. The employee shall present any damaged property for the Employer's inspection prior to any repairs or replacements.

Section 16.5. Repair or replacement shall be at the Employer's option.

Section 16.6. Any court-ordered restitution or any other restitution up to the amount paid under this section shall be remitted to the Employer.

Section 16.7. In the event of damage to prescription eyeglasses, including frames, dentures or other medical health or dental appliance, which damage occurs in the active discharge of an employee's duties, the Employer will reimburse the employee at one hundred percent (100%) the cost of repair or replacement.

Section 16.8. The employee shall file all appropriate Workers' Compensation forms and shall reimburse the Employer for actual expenditures from any reimbursements received from Workers' Compensation.

Section 16.9. Employees who are authorized to utilize their personal vehicles for official City business such as court, training or other approved use shall be reimbursed at the approved IRS rate per mile as measured from the Loveland Safety Center.

ARTICLE 17
WAGES

Section 17.1. For the term of this Agreement, wage rates for bargaining unit employees shall be as follows:

Effective upon ratification of this agreement.

Minimum:	$52,515.09 annually	$25.248 hourly
Maximum:	$63,434.41 annually	$30.497 hourly

The above rates reflect a zero percent (0%) increase in pay.

Effective May 15, 2012:

Minimum:	$53,040.00 annually	$25.500 hourly
Maximum:	$64,068.16 annually	$30.802 hourly

The above rates reflect a one percent (1%) increase in pay.

Effective May 14, 2013:

Minimum:	$54,100.80 annually	$26.010 hourly
Maximum:	$65,349.44 annually	$31.418 hourly

The above rates reflect a two percent (2%) increase in pay.

Section 17.2. The annual wages in this Wage Article are for illustrative purposes and do not indicate a guaranteed income. The hourly rate is accurate.

Section 17.3. Upon appointment to the Police Department, the starting salary will be determined by the City Manager using the following criteria:

1. The police experience of the individual involved.

2. The educational background of the individual.

3. Any special traits or expertise the individual may possess that would be beneficial to the Police Division.

In the classifications which have compensation rates listed in several steps in a pay scale, and where advancement from step to step is ordinarily on an annual basis, such annual step-up, unless denied, shall become effective in the pay period in which the anniversary date of the employee's entry or most recent promotion occurs.

For the employee not on full pay, the following policy will apply:

1. Each year, shortly before the anniversary of the appointment date the Police Chief will submit a recommendation to the City Manager for a salary step-up. To be eligible for a step-up, the employee must have at least a satisfactory performance rating.

2. If the employee's step-up is denied because of poor performance or disciplinary problems, the employee will ordinarily not receive a step-up until the next anniversary date, assuming improvement was noted in performance.

3. A starting employee will receive four (4) salary step-ups before reaching maximum pay for his/her position. At the beginning of his/her fifth year, maximum pay will be received assuming the employee qualified for each step-up.

4. Depending on the starting salary of the new employee, the difference will be determined to reach maximum pay. This sum will be divided into four (4) years and twenty-five percent (25%) of this amount will be allocated for each yearly step-up.

Section 17.4. The City has adopted the IRS "salary reduction" method regarding payroll and pick-up contributions (P.F.D.P.F.) by Ordinance No. 1998-84.

Section 17.5. Field Training Officer Pay. Any member required to act in the capacity as a Field Training Officer ("FTO") for a new or remedial employee shall be compensated within sixty (60) minutes of compensatory time for each day the member acts as an FTO. No member shall be required or permitted to act as a Field Training Officer until that member has successfully completed a field training officer school and been certified as such. No member shall be required to attend training officer school and achieve such certification should they choose not to.

Section 17.6. O.I.C. Pay. All employees designated to act in the capacity of Officer-in-Charge shall receive an additional one dollar and fifty cents ($1.50) per hour for each hour they are required to act in such capacity.

ARTICLE 18
INSURANCE AND LONGEVITY

Section 18.1. During the life of this Agreement, the City shall offer health insurance. Each employee shall be eligible for individual and dependent's hospitalization and medical insurance on the same basis as is available to all other non-bargaining unit City employees. Employees who are covered by another health insurance plan who elect not to participate in the City's medical insurance plan shall be eligible to receive reimbursement of one-thousand dollars ($1,000.00) annually based on their status during the open enrollment period. Those employees electing not to participate in the City's health insurance plan shall furnish proof to the City Manager or the City Manager's designee of other health insurance prior to receiving reimbursement. Employees hired during an insurance year who elect to waive City coverage shall have said reimbursement prorated.

The following health insurance premium contribution levels shall apply:

PLAN YEAR	CITY CONTRIBUTION	EMPLOYEE CONTRIBUTION
2011	88.5%	11.5%
2012	88.5%	11.5%
2013	85.0%	15.0%
2014	85.0%	15.0%

For Plan Year 2014, either party may reopen this Article if the total premium cost increases by 25% or more over the 2012 cost.

Section 18.2. The City may, at its sole option and sole expense, offer an employee wellness program during the life of this Agreement. Employee participation in this program, if offered, is voluntary. For purposes of this Agreement, participation in the wellness program shall consist of no less than one wellness screening annually, if offered and paid for by the City, and no fewer than four (4) contacts with a wellness coach, if offered and paid for by the City. This participation definition shall be deemed a minimum, and is not meant to limit employee participation in the wellness program.

Section 18.3. During the life of this Agreement, should the City offer a Health Savings Account (HSA) health insurance option pursuant to the Internal Revenue Code (IRC), and offer a wellness program, the City shall:

1. Deposit for those employees taking the HSA plan but not participating in the wellness program in employees' health savings accounts no less than sixty percent (60%) of the medical plan in-network deductible for the HSA plan annually, on the same schedule as deposits are made to non-bargaining employees, or the maximum allowable by the IRC, whichever is less.

2. Deposit sit for those employees taking the HSA plan and participating in the wellness program in employees' health savings accounts no less than seventy-five percent (75%) of the medical plan in-network deductible for the HSA plan annually, on the same schedule as deposits are made to non-bargaining employees, or the maximum allowable by the IRC, whichever is less.

Section 18.4. During the life of this Agreement, should the City offer a Health Savings Account (HSA) health insurance option pursuant to the Internal Revenue Code (IRC), but not offer a wellness program, for those employees taking the HSA plan, the City shall deposit in each employees' health savings accounts no less than seventy-five percent (75%) of the medical plan in-network deductible for the HSA plan annually, on the same schedule as deposits are made to non-bargaining employees, or the maximum allowable by the IRC, whichever is less.

Section 18.5. Each full-time employee shall be provided with group life insurance in an amount equal to three (3) times the employee's base annual salary subject to the policy reduction at age sixty-five (65). For the purpose of determining the amount of such coverage, the base annual salary shall be that which is in effect on July 1, of each year.

Section 18.6. All full-time employees (employment must be continuous and uninterrupted) shall be allowed an annual service credit as follows:

A. 2011:

First full calendar year of employment	$480.00	7 years	$1,200.00
2 years	$600.00	8 years	$1,320.00
3 years	$720.00	9 years	$1,440.00
4 years	$840.00	10 years	$1,560.00
5 years	$960.00	11 years	$1,680.00
6 years	$1,080.00	12 years	$1,800.00

B. 2012:

First full calendar year of employment	$480.00	7 years	$1,200.00
2 years	$600.00	8 years	$1,320.00
3 years	$720.00	9 years	$1,440.00
4 years	$840.00	10 years	$1,560.00
5 years	$960.00	11 years	$1,680.00
6 years	$1,080.00		

C. 2013:

First full calendar year of employment	$480.00	7 years	$1,200.00
2 years	$600.00	8 years	$1,320.00
3 years	$720.00	9 years	$1,440.00
4 years	$840.00	10 years	$1,560.00
5 years	$960.00		
6 years	$1,080.00		

D. 2014:

First full calendar year of employment	$480.00	7 years	$1,200.00
2 years	$600.00	8 years	$1,320.00
3 years	$720.00	9 years	$1,440.00
4 years	$840.00		
5 years	$960.00		
6 years	$1,080.00		

Section 18.7. An employee may trade in up to eighty (80) hours of vacation or compensatory leave timefor additional cafeteria plan funds if all initial credit has been allotted for the cafeteria plan.

Section 18.8. The City shall retain the right to change its health and life insurance carriers provided the benefits remain identical to all other non-bargaining unit City employees.

Section 18.9. In the case of the death of any employee with more than one (1) year of continuous service with the Employer, the accumulated but unpaid cafeteria plan funds shall be converted to a lump sum payment, payable to the employee's beneficiary as previously designated by the employee to the Employer in writing, on the official form provided by the Employer. If there is no valid designation of beneficiary, the payment shall be made to the employee's estate.

ARTICLE 19
HOLIDAYS

Section 19.1. The following holidays are recognized as premium holidays:

New Years Day	Independence Day
Martin Luther King, Jr. Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

Any day adopted by City Council as a holiday for non-union personnel, except the day after Thanksgiving.

Compensation for premium holidays, whether worked or unworked is limited to the employee's regular scheduled work hours per day.

An employee who works on a premium holiday shall receive compensation at the rate of one and one-half (1½) times his hourly rate for all hours actually worked on the holiday, in addition to the holiday pay described above. An employee may elect to receive compensatory time at the rate of one and one-half (1½) times the number of hours actually worked, subject to the provisions of Section 14.15 of this Agreement.

Section 19.2. All employees who have completed their initial probationary period will annually be credited with thirty-two (32) hours of "Personal Holiday" time, to be treated the same as vacation time for the purpose of scheduling.

ARTICLE 20
VACATION

Section 20.1. Each employee shall be credited with paid vacation time on January 1st of each year based upon length of service with the City as follows:

Length of Service	Hours of Paid Vacation
0-1	40 hours prorated
1-4 years	80 hours
5-9 years	120 hours
10-14 years	140 hours
15 years	160 hours
16 years	168 hours
17 years	176 hours
18 years	184 hours
19 years	192 hours
20 years	210 hours

Employees who separate from employment with the City prior to December 31st shall only be paid for a pro-rated portion of their unused vacation time credited on January 1st of the year in which they separate. If the employee has used more vacation time than the pro-rated portion due, the excess vacation time previously paid during the current year shall be withheld from the employee's final pay.

Section 20.2. Employees may carry over up to one (1) years worth of vacation time entitlement plus fifty (50) hours of their unused vacation to the next succeeding year.

Section 20.3. All vacations will be scheduled by the Police Chief, who will not arbitrarily deny requested vacation. All vacation requests made will be granted on a first come, first served basis, and seniority will prevail to determine requests submitted at the same time. Vacation shall be taken in increments no smaller than four (4) hours.

Section 20.4. An employee hospitalized for twenty-four (24) hours or more while on vacation shall, upon request and upon sufficient evidence of the hospitalization, be entitled to change his vacation status to sick leave for all days hospitalized and any subsequent days necessary for recovery. Upon submission of the request with evidence, vacation charged to the employee for the duration of the illness shall be restored to his credit.

Section 20.5. In the case of the death of an active employee with more than one (1) year of continuous service with the Employer, the employee's earned but unused vacation shall be converted to a lump sum payment, payable to the employee's beneficiary as previously designated by the employee to the Employer in writing, on the official form provided by the Employer. If there is no valid designation of beneficiary, the payment shall be made to the employee's estate, upon application by the fiduciary of the estate.

Section 20.6. If through no fault of the employee, vacation that is properly scheduled is canceled by the Employer, the employee, at his option may elect to be paid for the scheduled but canceled portion of his vacation, or may carry over scheduled but canceled vacation to the next year. If the employee elects to carry over scheduled but canceled vacation, the maximum carry over, as stated in Section 20.1 of this section, will be increased by the number of days that were scheduled but canceled.

Section 20.7. Employees may elect to fund an I.R.A. or approved Deferred Compensation with wages or vacation pay. In the case of vacation pay, an employee may not use vacation leave to fund an I.R.A or Deferred Compensation more often than once per year, and a balance of eighty (80) hours vacation must remain available to employee.

ARTICLE 21
SICK LEAVE

Section 21.1. Employees shall accumulate sick leave at the rate of ten (10) hours for each full month of service.

Section 21.2. The Chief of Police may require an employee to furnish a certificate from a physician, dentist, or other practitioner who is treating the employee, when the employee is absent for three (3) or more consecutive days.

Section 21.3. Sick leave shall be granted to an employee for the following reasons:

1. Illness or injury to the employee, or a member of the employee's immediate family, for whom the employee's care and presence is required. Up to a maximum of forty (40) working hours for each illness or injury, when the illness or injury is to a member of the employee's immediate family. Sick leave in excess of forty (40) hours shall be granted for the care of an ill or injured family member where the absence would qualify under the Family and Medical Leave Act.

2. Death of a member of his immediate family. Sick leave may be used to a maximum of forty (40) hours. Vacation and compensatory time may also be used.

Immediate family is defined as: Spouse, child, mother, father, brother, sister, grandmother, grandfather or grandchild, and any aunt, uncle, nephew, niece, or in-law who was at the time of their death a permanent resident of the employee's household.

3. Death of any other relative, not defined as a member of the employee's immediate family, and also including the death of a close personal friend of the employee. Sick leave may be used to a maximum of one (1) work day, unless the employee requests and receives the Employer's advanced approval of additional time off.

4. Medical, dental or optical examination or treatment of the employee or a member of his immediate family which requires the presence of the employee.

5. Exposure of the employee to a contagious disease when such exposure, in the opinion of a licensed physician, would render the employee a hazard to the health of others, or would further jeopardize the employee's health or well being.

6. The forty (40) hour restriction on bereavement applies to funeral leave only. An employee requiring additional time due to related mental stress, and with appropriate medical verification, would be permitted to draw upon their sick leave as necessary.

Section 21.4. Sick leave can be accumulated in an unlimited amount during the employee's active service to the City. A maximum of 1248 sick leave hours may be utilized in the final conversion of sick time as specified in Article 25 of this Agreement.

Section 21.5. Laid off employees who return to active duty status shall have placed to their credit all accumulated but unused sick leave existing at the time of their layoff.

Section 21.6. Certified Sick Leave From Other Government Units. Members who have been employed by the State of Ohio or any political subdivision, shall be credited with any certified, unused and unpaid balance of accumulated sick leave earned in such service when such persons are

employed in this bargaining unit, provided employment with the City occurs within ten (10) years after leaving his prior position.

ARTICLE 22
INJURY LEAVE

Section 22.1. Any employee who is disabled because of any injury suffered in the actual performance of law enforcement activities and which injury arises out of the performance of law enforcement activities and is of such nature that would not occur to the general population, shall receive paid injury leave for absences due to the injury which shall not be deducted from sick leave.

Section 22.2. Injury leave will take effect on the first working day after the employee suffers said injury.

Section 22.3. Injury leave shall be available during a period 1440 working hours from the date of the injury. Absences beyond 1440 working hours shall be charged to the employee's earned sick leave.

Section 22.4. The granting of injury leave is contingent upon the employee filing for Workers' Compensation and reimbursing the Employer with benefits received for lost wages for any time during which injury leave was provided. Reimbursement shall not exceed the amount paid as injury leave pay. The Employer reserves the right to implement a wage continuation plan in lieu of Workers' Compensation lost income benefits.

Section 22.5. Whenever an employee is required to leave work because of a work related injury, he shall be paid for the remaining hours of that work day or shift at their regular rate of pay. Such time shall not be charged to leave of any kind.

Section 22.6. An injury in the line of duty which aggravates a previous injury incurred in the line of duty will be considered an independent injury.

Section 22.7. An employee requesting injury leave may, upon request of the Employer, submit to an examination by the Employer's physician who shall determine the extent of the injury leave.

Section 22.8. No injured employee shall be returned to work without the written approval of competent medical authority.

ARTICLE 23
TUITION REIMBURSEMENT

Section 23.1. Employees shall be eligible for tuition reimbursement for courses approved in advance by the Police Chief or the City Manager

Section 23.2. The City shall provide reasonable assistance in scheduling time off. An employee must maintain a passing grade average to be eligible for tuition reimbursement. No disciplinary action will be taken against an employee who fails to maintain a passing average.

Section 23.3. Employees receiving tuition reimbursement agree to remain in the City's employment for one (1) year after receipt of said reimbursement. Employees departing prior to one (1) year shall reimburse the City for the cost of the tuition reimbursement.

Section 23.4. Tuition reimbursement is available for courses or classes taken at an accredited school or university. The availability of tuition reimbursement is subject to the personnel development needs of the City, which include that the coursework must be related to the employee's bargaining unit classification, and upon sufficient availability of funds. In the month of October of each agreement year, bargaining unit employees will be polled as to their coursework intent for the following calendar year. The Employer will attempt to budget an amount necessary to meet employee requests. Employees and the bargaining agent will be notified in the month of December of the amount budgeted for tuition reimbursement.

ARTICLE 24
PAID ABSENCE DAY

Section 24.1. An employee who does not utilize sick leave, excluding sick leave use for bereavement leave, for any one hundred twenty (120) consecutive calendar day period shall be entitled to one (1) paid absence day, equal to the employees normal work day. Paid absence days off must be requested a minimum of seven (7) calendar days in advance, and are subject to the approval of the Employer based on work load requirements. The one hundred twenty (120) consecutive calendar day period begins in the first day following the last incident of sick leave usage excluding sick leave use for bereavement leave. For purposes of this section cash in of sick leave pursuant to Section 18.3 shall not constitute utilization of sick leave.

The employee and Employer may waive the seven (7) day notice period upon mutual agreement.

The bereavement leave exclusion under this article is limited to spouse, children, mother, father, sister, brother, mother/father-in-law, grandmother, grandfather, and grandchildren.

ARTICLE 25
SEVERANCE

Section 25.1. Upon termination from employment for any reason, the employee shall receive compensation for all hours worked but unpaid, all hours credited but unpaid, as well as any earned but unused vacation time. The City may withhold final payment for the failure to turn back City equipment or uniforms, or for used but unaccrued vacation.

Section 25.2. Employees retiring from active police service shall convert all unused sick leave credits at one-half (½) the value of accrued credits. The aggregate value of accrued but unused credits shall not exceed the value of 1248 hours accrued but unused sick leave.

Section 25.3. In the event of death to an employee, any severance pay to which the employee would have been entitled shall be made directly to the employee's beneficiary, or estate if no beneficiary is named.

Section 25.4. In computing the amount of said payments, the rate of pay in effect on the employee's last date of work shall be used.

Section 25.5. When a full-time officer of the Police Division, who has a minimum of fifteen (15) years continuous, uninterrupted service with the City of Loveland retires, the City shall make his or her service weapon and extra magazines available to him or her for purchase at the cost of one dollar ($1.00). The City may deny this purchase if there is pending disciplinary action punishable by dismissal, or when the City has reasonable grounds to believe that the transfer of the weapon may pose a risk to the safety of the public. The City shall also retire the officer's badge number and allow the retiring officer to keep his or her badge. Additionally, the City shall collect the officer's active duty identification card and issue an identical type card indicating "retired" in the block marked "rank."

Section 25.6. The beneficiary or the estate of an employee killed in the line of duty shall receive one hundred percent (100%) of the aggregate amount of sick time up to a maximum of 1248 hours at the employee's rate of pay on their last day of employment.

ARTICLE 26
SEVERABILITY

Section 26.1. This Agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace. All provisions listed in the index of this Agreement are intended to supercede and/or prevail over conflicting and/or additional subjects found in O.R.C. Sections 124.01 through 124.56, and the rules and regulations of the Civil Service Commission of the City of Loveland. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 26.2. The parties agree that should any provision of this Agreement be found to be invalid, that they will schedule a meeting within thirty (30) days at a mutually agreeable time to negotiate alternative language.

ARTICLE 27
WAIVER IN CASE OF EMERGENCY

Section 27.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Federal or State Legislature, or the City of Loveland, where such acts of God affect the safety and health of the citizens of the City of Loveland, the following conditions of this Agreement shall automatically be suspended:

1. Time limits for processing of grievances.

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

Section 27.2. Upon the termination of the emergency, any grievances existing as of the time of the declaration of the said emergency shall be processed in accordance with the provisions outlined in

the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance[s]) had progressed as of the time of the declaration. Grievances arising during the said emergency shall toll from the date of termination of the emergency.

ARTICLE 28
WELLNESS

Section 28.1. The Employer and the Association have a mutual interest in the wellness of the members of the Loveland Police Department and their ability to provide a service to the community.

Section 28.2. The parties agree to a mandatory physical examination once per term of this agreement, of all Bargaining Unit members by their family physician. The cost, or insurance co-payment shall be the responsibility of the employee and shall be submitted to the insurance carrier. The City will reimburse the employee for any co-payment upon submission of a receipt.

Section 28.3. The Chief of Police and Association Staff Representative shall each appoint an equal number of supervisors and patrol personnel to establish a mutually acceptable protocol for such medical examination and any necessary documentation related to the physical examination.

Section 28.4. During the life of this Agreement, the Association and the Employer may elect to meet and establish a mutually acceptable fitness standard based on specific occupational needs for the Loveland Police Department. The parties will jointly encourage any voluntary participation in any wellness related activities. Incentives may be provided to enhance participation.

Section 28.5. The physical examination and any other criteria adopted must allow for ADA (Americans With Disabilities Act) considerations and related possible reasonable accommodation.

Section 28.6. The Chief of Police shall act as the Chairman of any committee efforts related to this Article.

Section 28.7. Any potential disputes regarding this Article may be submitted to the grievance process in accordance to the specifications stated in the Grievance Article of this Collective Bargaining Agreement.

ARTICLE 29
PROFESSIONAL INSURANCE

Section 29.1. The Employer agrees to indemnify and defend any bargaining unit employee from actions arising out of the lawful performance of his official and/or assigned duties.

Section 29.2. The Employer shall provide defense counsel for an employee concerning his professional actions arising out of the lawful performance of his official and/or assigned duties.

ARTICLE 30
DURATION

Section 30.1. This Agreement shall be effective upon execution by the parties, unless otherwise provided for herein, and shall remain in full force and effect through 11:59 p.m., May 12, 2011 through May 11, 2014.

Section 30.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this ___ day of _____, 2011.

FOR THE CITY OF LOVELAND

Tom Carroll
City Manager

Tim Sabransky
Police Chief

Douglas E. Duckett
Human Resources Director

Michelle Knowland
Management Analyst

FOR THE LOVELAND POLICE ASSOCIATION

P.O. Steve Moster

P.O. James Brown

P.O. Kyle Bibelhausen

Stephen S. Lazarus, Esq.
Hardin, Lazarus & Lewis, LLC

APPROVED AS TO FORM

~~Joseph Braun, Esq.~~
~~Acting~~ City Solicitor

CHIEF NEGOTIATOR

Kelly E. Babcock
Labor Relations Consultant

Adopted by the Council of the City of Loveland, Ohio on August 23, 2011. Resolution number 2011-63.