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AGREEMENT BETWEEN

THE CITY OF CELINA, OHIO

AND

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

(POLICE OFFICERS AND SERGEANTS)

CASE NOS.: 2011-MED-06-0900 (Patrol Officers)
2011-MED-06-0901 (Sergeants)

EFFECTIVE:

October 1, 2011 through September 30, 2014

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ARTICLE 1
AGREEMENT

Section 1.1. This Agreement, entered into by the City of Celina, hereinafter referred to as the "Employer," and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "F.O.P." or "Union," 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 units as defined hereinafter.

Section 1.2. This Agreement supersedes and replaces all pertinent statutes, ordinances, resolutions, rules, and regulations over which it has the authority to supersede or replace. The Civil Service Commission of the City of Celina shall have no jurisdiction to receive or determine any appeals relating to the interpretation or application of this Agreement.

Section 1.3. All provisions of Ohio Revised Code Chapter 124.01 through 124.56 and Section 9.44 are replaced by the provisions contained in this Agreement.

Section 1.4. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any applicable statute or federal, state, or constitutional provision, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 1.5. The parties agree that should any provision of the Agreement be found to be invalid, that they will, upon written request by either party, schedule a meeting within thirty (30) days at a mutually agreeable place and time to negotiate alternative language on the same subject matter.

Section 1.6. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor of Celina, or the federal or state legislature, such as acts of god or civil disorder, the following conditions of this Agreement may be temporarily suspended by the City:

A. Time limits for the processing of grievances; and

B. Applicable agreements relating to the assignment of employees.

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

ARTICLE 2
RECOGNITION

Section 2.1. The Employer recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. as the sole and exclusive representative for the purpose of negotiating all matters pertaining to wages, hours, terms, and other conditions of employment and the continuation, modification, or deletion of

an existing provision of a collective bargaining agreement between the Employer and the employees in the bargaining units as certified by the State Employment Relations Board Case Number 87-REP-6-0168, Patrol Officers Below Rank of Sergeant dated November 25, 1987, and Case Number 87-REP-6-0169, Sergeants dated November 25, 1987.

Section 2.2. In the event of a change of duties of a position within the bargaining unit, or in the event that a new position is created within the Department, the Employer shall determine whether the new or changed position will be included or excluded from the bargaining unit and shall so advise the F.O.P. in writing within thirty (30) calendar days. If the F.O.P. disputes the Employer's determination of bargaining unit status of the new or changed position, the F.O.P. shall within ten (10) days following receipt of the Employer's notification, request a meeting to attempt to resolve their disagreement. Such meeting will be scheduled within ten (10) days following receipt of the F.O.P.'s request to the Employer.

Section 2.3. If the parties agree on the bargaining unit status of the new or changed position, the negotiated Agreement shall be amended to reflect inclusion of the position. If the parties cannot agree, the F.O.P. may request a unit clarification in accordance with the rules and regulations of the State Employment Relations Board. The provisions of this section shall in no way prohibit the Employer from implementing a change of duties in a position or creating a new position outside the bargaining unit pending the F.O.P.'s appeal of such decision.

Section 2.4. Initially hired employees shall be excluded from the provisions of this Agreement for purposes of representational rights during the first sixty (60) days of their probationary period. Thereafter, said employees will become entitled to all rights and benefits of this Agreement except they will not have the right to grieve disciplinary matters or dismissal for the balance of the probationary period.

Section 2.5. Excluded from inclusion in these bargaining units are all management level employees, confidential, supervisory, seasonal, and casual employees, and all other employees specifically excluded by the Ohio Collective Bargaining Law.

ARTICLE 3
MANAGEMENT RIGHTS

Section 3.1. Except as otherwise agreed herein, the Employer retains all of its rights and responsibilities as set forth in Chapter 4117 of the Ohio Revised Code, including the right to:

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

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

C. maintain and improve the efficiency and effectiveness of governmental operations;

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

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

F. determine the adequacy of the work force;

G. determine the overall mission of the Employer as a unit of government;

H. effectively manage the work force;

I. take actions to carry out the mission of the public employer as a governmental unit.

Section 3.2. Should the Employer fail to exercise any of its rights, or exercise them in a particular way, it shall not be deemed to have waived such rights or to be precluded from exercising them in some other way.

ARTICLE 4
DUES DEDUCTION AND SECURITY

Section 4.1. The Employer agrees to deduct F.O.P. membership dues, fees, and assessments in accordance with this article for all employees eligible for the bargaining unit.

Section 4.2. The Employer agrees to deduct F.O.P. membership dues once each month from the pay 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, the employee designee. Upon receipt of the proper authorization, the Employer will deduct F.O.P. dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 4.3. 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 F.O.P., including employees who resign from membership in F.O.P., after the effective date of this labor Agreement, shall pay to the F.O.P. 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 F.O.P., nor shall the fair share fee exceed the dues paid by a member of the F.O.P. in the same bargaining unit. The F.O.P. is responsible for annually certifying to the Employer the amount of the fair share fee. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of the cost of collective bargaining, contract administration, and pursuing matters directly affecting wages, hours, and other terms and conditions of employment of bargaining unit members. The Employer shall

implement the fair share deductions under this section. The F.O.P. shall prescribe a rebate and challenge procedure which complies with O.R.C. Section 4117.09(C) and federal law.

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 F.O.P. dues.

The F.O.P. hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the F.O.P., their disposition thereafter shall be the sole and exclusive obligation and responsibility of the F.O.P.

Section 4.5. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; or (5) revocation of the check-off authorization.

Section 4.6. The Employer shall not be obligated to make dues deductions from any employee who, during any month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of F.O.P. dues.

Section 4.7. The parties agree that neither the employees nor the F.O.P. shall have claim against the Employer for errors in the processing of deductions, unless a claim of error if made to the Employer in writing within sixty (60) days after the date such an error if claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the F.O.P. dues deduction would normally be made by deducting the proper amount.

Section 4.8. The rate at which dues are deducted shall be certified to the Employer or, the Employer's designee by the F.O.P. as is necessary to be accurate. One (1) month advance notice must be given the Employer (or designee) prior to making any changes in an individual's dues deductions.

Section 4.9. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement or until such employee submits a written revocation of the dues deduction authorization to the Employer (or designee).

Section 4.10. The Employer agrees to deduct from the employee's pay, for those employees authorizing such deduction, monies designated for the purposes of savings, insurance, and charities in accordance with the Employer's current deduction schedule.

Section 4.11. Non-employee representatives of the F.O.P. shall be admitted to the Employer's facilities for the purpose of monitoring and/or administering this Agreement, upon notification to the Employer (or designee).

Section 4.12. The Employer shall recognize no more than one (1) employee from each unit to act as Union steward for the purpose of processing grievances in accordance with the grievance procedure contained in this Agreement. The F.O.P. shall provide to the Employer an official roster of its officers and stewards which is to be kept current.

Section 4.13. When a grievance of disciplinary hearing and/or contract negotiation session is scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending. Attendance by off-duty employees shall not be compensated by the Employer unless the employee, other than the grievant(s), and/or Union steward, was specifically directed to attend by the Employer. The Employer agrees to cooperate with the designated F.O.P. officer in scheduling up to sixteen (16) hours per year of paid leave for purposes of attending F.O.P. conferences, seminars, and/or training sessions.

Section 4.14.

A. The Employer agrees to provide space for an F.O.P. bulletin board in an agreed upon area of the Police Department for use by the F.O.P. and bargaining unit employees.

B. The F.O.P. bulletin board shall be for use of the F.O.P. to post Union related material and for bargaining unit employees to post personal notices and information.

C. No F.O.P. or personal bargaining unit employee materials of any kind may be posted anywhere else in the Employer's facilities or on the Employer's equipment except on the F.O.P. bulletin board.

D. It is also understood that no material may be posted on the F.O.P. bulletin board at any time which contain the following:

1. personal attacks upon any other member or any other employee;

2. scandalous, scurrilous, or derogatory attacks upon the administration, supervisors, or the Department;

3. attacks on any other employee organization, regardless of whether the organization has local membership; and

4. attacks on and/or favorable comments regarding a candidate for local public office.

E. If the Employer feels that the F.O.P. or employees are violating any provision of this article, the Employer shall discuss the alleged violation during the labor-management meetings.

Section 4.15. The F.O.P. shall be permitted, upon prior notification to the Chief of Police, to place a ballot box at police headquarters up to four (4) times per calendar year for the purpose of collecting members' ballots on all F.O.P. issues subject to ballot. Such boxes and contents shall be the property of the F.O.P.

Section 4.16. The F.O.P. shall be permitted, upon prior written request to the Safety Service Director, to hold meetings up to four (4) times per year, for F.O.P. bargaining unit members employed by the City of Celina, on City facilities. The notification required under this section shall be delivered to the Safety Service Director at least forty-eight (48) hours prior to the time for the requested meeting and shall state the date and time of the meeting. The Employer agrees to allow the F.O.P. to use the facilities for bargaining unit matters, on the date and at the time specified in the F.O.P. request provided the location is not otherwise in use. However, under no circumstances will F.O.P. use of these facilities be permitted to interfere with the business of the Employer. In the event that permission is granted at the time of the request and the requested facility, due to unexpected events arising during the forty-eight (48) hour notice period, is needed for Employer business, then the permission will be revoked. In the event the permission must be revoked, the Employer will, if possible, give the F.O.P. at least twelve (12) hours notice of the revocation. If it is impossible to give twelve (12) hours notice, the City will give the F.O.P. as much notice as is possible.

Section 4.17. The F.O.P. shall be permitted to utilize the intra-departmental mail boxes for the purpose of providing information pertaining to F.O.P. business or bargaining unit representation, to bargaining unit members. The F.O.P. agrees that the use of the mail boxes will be reasonable and limited to providing information that is necessary for the normal conduct of F.O.P. business or bargaining unit representation. The Employer reserves the right to deny such access in the event that the use of such boxes interferes with the business of the Employer or the Police Department by restricting access to such boxes for Employer or Police Department business. All mail placed into the mail boxes by the F.O.P. shall be the property of the bargaining unit members to whom it is addressed.

ARTICLE 5
HEALTH AND SAFETY

Section 5.1. Occupational safety and health is the mutual concern of the Employer, the F.O.P., and the employees. The F.O.P. will cooperate with the Employer in requiring employees to observe applicable safety rules and regulations.

Section 5.2. The Employer and employees shall comply with applicable federal, state, and local safety laws, rules, and regulations and departmental safety rules and regulations.

Section 5.3. Whenever safety devices or personal protection equipment are provided by the Employer, the employee shall be required to use and care for them.

Section 5.4. All employees shall report, in writing any unsafe conditions to their immediate supervisor as soon as is reasonably possible. If the supervisor does not abate the problem, the matter should then be reported in writing to the next person in the chain of command until reaching the Safety Service Director. The supervisor, Safety Service Director, or the Director's designee, shall determine if a safety problem exists, attempt to abate the problem if one does exist, and will notify the employee or, the employee's representative of the Employer's decision in writing within five (5) working days.

Section 5.5. The Employer retains the right to establish work safety and health rules. When such rules are established, the designated F.O.P. representative will be notified.

Section 5.6. An employee who knows of defects in equipment which anyone in the exercise of ordinary care would reasonably know might cause injury has a duty to inform a supervisor or the Safety Service Director (or designee) of these facts as soon as is reasonably possible. An employee who knows of the conduct, work habits, or performance of a fellow employee, supervisor, or other person, which causes danger during employment, or will likely lead to the injury of others, is under a duty to inform a supervisor or the appropriate administrator.

Section 5.7. All injuries shall be reported to the employee's supervisor via the Accident/Illness Report Form as soon as is reasonably possible.

ARTICLE 6
NONDISCRIMINATION

Section 6.1. Both the Employer and the F.O.P. hereby agree that the provisions of this Agreement shall be applied equally to all employees without discrimination as to age, race, color, sex, religion, disability, or national origin.

Section 6.2. All references to employees in this Agreement designate both sexes and whenever either gender is used, it shall be construed to include male and female employees.

Section 6.3. The F.O.P. agrees to fairly represent all members of the bargaining units subject to the provisions and procedures set forth in O.R.C. 4117.11 (B)(6) and 4117.12, or their successors, regardless of whether or not the member of the bargaining unit is also a member of the F.O.P.

ARTICLE 7
GRIEVANCE PROCEDURE

Section 7.1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to change articles of the Agreement nor those matters not covered by this Agreement.

Section 7.2. A grievance can be initiated by the F.O.P. or an aggrieved bargaining unit employee. Where a group of bargaining unit members desire to file a grievance involving a situation affecting each bargaining unit member in the same manner, the F.O.P. or a Union steward shall file a class action grievance on behalf of all those affected. All members participating in a class action grievance shall sign such grievance no later than the start of Step 3 of this procedure. A grievance shall be presented to Step 1 of this procedure within seven (7) calendar days following the events or circumstances giving rise to the grievance or when they reasonably should have been first known by the member but in no instance longer than thirty (30) days following the events or circumstances giving rise to the grievance. Before a grievance is presented, such grievance shall be screened by the Union steward or appropriate alternate.

Section 7.3. The following steps are the implementation steps and procedures for handling grievances:

A. Step One — Immediate Supervisor. The written grievance shall be presented to the appropriate immediate supervisor. However, a grievance involving lost pay or time shall be submitted directly to Step 2. The immediate supervisor shall respond in writing within five (5) calendar days. If the grievant is not satisfied with the response from the appropriate immediate supervisor, the grievant may pursue the grievance to Step 2.

B. Step Two — Chief of Police. If the grievance is not resolved in Step 1, the grievant shall, within seven (7) calendar days of the Step 1 response, present said grievance to the Chief of Police. The Chief shall investigate and respond in writing within seven (7) calendar days following the date on which the Chief was presented the grievance.

C. Step Three — Director of Public Service and Safety. If a grievance is not resolved in Step 2, the grievant shall within five (5) calendar days of the Chief's answer refer the grievance to the Director of Public Service and Safety. The Director shall have seven (7) calendar days in which to schedule a meeting with the grievant and the grievant's representative. The Director shall respond in writing to the grievant within five (5) calendar days following the meeting date.

D. Step Four — Arbitration. If the grievance is not satisfactorily resolved at Step 3, it may be submitted to arbitration upon notification by the F.O.P. in accordance with this section of this article. The F.O.P., based on the facts presented, has the right to decide whether to arbitrate a grievance. The right of the F.O.P. to proceed to arbitration over an unadjusted grievance is limited to a period of fourteen (14) calendar days from the date final action was taken on such grievance under Step 3 in the grievance procedure.

E. Upon receipt of a notice to arbitrate, the Employer and the F.O.P. shall by joint letter request the Federal Mediation and Conciliation Service to submit a list of nine (9) arbitrators with National Academy of Arbitrators credentials (Ohio panel). Both the Union and the City each have the right to reject one list of arbitrators and request another list. The parties may mutually agree to use the services of The American Arbitration Association (AAA). The cost of obtaining the list of arbitrators shall be paid by the party requesting the list.

F. The parties shall select an arbitrator from the list provided by the agency by striking names alternately.

G. The arbitrator shall be limited to the interpretation, applications, or enforcement of this Agreement. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated. 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 the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator. The decision of the Arbitrator shall be in writing and submitted to both the Employer and Union and shall be final and binding on both parties and the grievant.

H. Arbitration Costs. The fees of the arbitrator and the rent, if any, for the hearing room shall be borne equally by the parties.

I. The expenses of any non-employee witnesses shall be borne, if at all, by the party calling them. Additionally, the expenses of any employee of the Department who is not on scheduled duty shall be borne, if at all, by the party calling them. The fees of a court reporter shall be paid by the party asking for one; however, such fee shall be split equally if both parties desire a reporter or request a copy of the transcript.

J. An employee requested to appear at the arbitration hearing by either party and whose presence is necessary shall attend without the necessity of a subpoena, although either party may, if it so chooses, subpoena the individual.

K. The Employer shall compensate an employee who is on duty and scheduled to work at the time of the arbitration hearing and whose attendance is necessary and requested by either the F.O.P. or the Employer at the employee's regular hourly rate of pay, solely for the period of time it is necessary for such employee to attend and testify at the hearing.

L. Where practicable, the employee witness shall be placed on call for purposes of attendance so that the Employer does not necessarily incur increased costs. It is agreed that any request for attendance shall be made in good faith and that the calling of a witness shall not unduly interfere with the operations of the Employer.

Section 7.4. Representatives in Meetings. In some steps of the grievance procedure outlined in Section 3, certain specific representatives are given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible step of the grievance procedure, it may be beneficial that other representatives, not specifically designated, be in attendance. Therefore, it is intended that either party may bring in additional representatives to any meeting in the grievance procedure upon advance notification of the other party.

Section 7.5. Time Limits. It is the Employer and the F.O.P.'s intention that all time limits in the above grievance procedure shall be met. To the end of encouraging thoughtful responses at each step, the grievant and the Employer-designated representative may mutually agree, at any step, to short time extensions for the other's answer, but any such agreement must be in writing and signed by the parties. Similarly, any step in the grievance procedure may be skipped on any grievance by

written agreement. In the absence of written agreement where the grievance is not advanced within the specified time limits by the grievant, the grievance shall be resolved based on Employer's last response.

Section 7.6. All grievances should contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties:

1. aggrieved employee's name and signature;
2. aggrieved employee's classification;
3. date grievance was first discussed and name of supervisor with whom the grievance was discussed;
4. date grievance was filed;
5. date and time grievance occurred;
6. the location where the grievance occurred;
7. a description of the incident giving rise to the grievance;
8. specific articles and sections of the Agreement violated;
9. desired remedy to resolve the grievance.

Section 7.7. Jurisdiction. Nothing in this grievance procedure shall deny bargaining unit members any rights available at law to achieve redress of their legal rights. However, this grievance procedure shall supersede and replace any other appeal procedures which might otherwise be available to employees to appeal disciplinary actions or alleged violations of the Agreement, including the Civil Service Commission of the City of Celina.

ARTICLE 8
PROBATIONARY EMPLOYEES

Section 8.1. Every new hired employee will be required to successfully complete a probationary period. The probationary period for a new police officer shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) year unless the employee has not completed basic training when employed in which case the one (1) year probationary period will begin on the first day after the employee completes basic training and becomes certified. Failure to attain the required certification shall result in immediate removal. A newly hired probationary employee may be terminated any time during the probationary periods and shall have no appeal over such removal, except as otherwise provided by federal law. The employee shall be limited to those enforcement or appeal procedures which are specifically provided for in

federal law, and shall not have the right to grieve termination or removal from employment under the grievance procedure contained in this Agreement.

Section 8.2. A newly promoted employee will be required to successfully complete a probationary period in the employees' newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion. The length of the probationary period shall be one hundred eighty (180) calendar days.

Section 8.3. A newly promoted employee who evidences unsatisfactory performance will receive counseling and assistance, but if the unsatisfactory performance continues, the employee may be returned to the employee's former position any time during the probationary period. If the employee is grieved after being returned to the former position, the employee may submit the issue of reason for such disqualification to the grievance procedure.

ARTICLE 9
LABOR-MANAGEMENT MEETINGS

Section 9.1. In the interest of sound labor-management relations, once each quarter at a mutually agreeable date and time, unless mutually agreed otherwise, the Employer shall meet with not more than three (3) representatives of the F.O.P. to discuss labor-management relationships.

Section 9.2. The party requesting the meeting shall furnish an agenda at least five (5) working days in advance of the scheduled meeting or a list of the matters to be taken up in the meeting. The F.O.P. shall furnish the names of those representatives who will be attending. The purposes of such meeting shall be to:

A. discuss the administration of this agreement;

B. notify the F.O.P. of changes made by the Employer which affect bargaining unit members of the F.O.P.;

C. discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;

D. disseminate general information of interest to the parties;

E. discuss ways to improve the delivery of City services;

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

Section 9.3. It is further agreed that if special labor-management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

ARTICLE 10
NO STRIKE/NO LOCKOUT

Section 10.1. No Strike. The F.O.P. recognizes that bargaining unit members are prohibited by state law from engaging in a strike. In recognition of this prohibition, the F.O.P. shall meet any obligation imposed upon it by state law.

Section 10.2. No Lockout. The Employer recognizes that it is prohibited from instituting a lockout of bargaining unit members. The Employer shall meet any obligation imposed upon it by state law.

ARTICLE 11
LAYOFF AND RECALL

Section 11.1. Employees may be laid off as a result of financial reasons as determined by the Employer, which includes lack of funds, lack of work, reasons as determined by the Employer, and/or abolishment of positions.

Section 11.2. When the Employer determines that a layoff or job abolishment is necessary, it shall notify the effected employees fifteen (15) calendar days in advance of the effective date of layoff. The Employer, upon request from the F.O.P., agrees to discuss, with a representative of the F.O.P., the impact of the layoff on the bargaining unit employees.

Section 11.3. The Employer shall determine in which classification layoffs will occur and layoffs of bargaining unit employees will be by classification. Employees shall be laid off within each classification in the inverse order of classification seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. An employee may displace a less senior employee (departmental seniority) in a classification previously held (or fill a vacancy) provided, the employee meets the minimum qualifications required without more than two (2) days training. All temporary, intermittent, seasonal, and part-time employees of the Department will be laid off before full-time employees.

Section 11.4. When employees are laid off, the Employer shall create a recall list for each classification with layoffs for a period of three (3) years. The Employer shall recall employees from layoff within each classification as needed, provided the employee maintains his peace officer certification. The Employer shall recall such employees according to seniority, beginning with the most senior employee in the classification and progressing to the least senior employee up to the number of employees to be recalled. When the Employer recalls persons off the list, they shall be recalled to their previous classification, but not necessarily to the shift in which they were working when laid off. Full-time employees with recall rights shall be given the right to reinstatement before any temporary, part-time, intermittent, seasonal or other employees may be hired or reinstated in their classification. If an employee has bumped into a lower rank, the employee shall be reinstated to a vacancy in the employee's prior rank before any position in that rank is filled.

Section 11.5. Employees who are reinstated shall be reinstated at the same pay scale at which the employee was making at the time of layoff without loss of any seniority or increases.

Section 11.6. Notice of recall shall be sent to the employee by certified or registered mail with a copy to the F.O.P. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 11.7. The recalled employee shall have three (3) calendar days following the date of receipt of the recall notice to notify the Employer of the intention of return to work.

Section 11.8. The employee shall have fourteen (14) calendar days after notification to return to work unless a different time is agreed to by employee and Employer.

Section 11.9. This Article specifically supersedes Section 124.321 through 124.328 of the Ohio Revised Code as it relates to municipalities and the civil service rules and regulations.

ARTICLE 12
INTERNAL REVIEW — NONCRIMINAL

Section 12.1. An employee may be questioned or required to write a statement regarding the employee's conduct or action by a supervisor. However, prior to an employee being asked questions during an internal noncriminal investigation which may lead to suspension without pay or termination of the employee questioned, that employee shall be informed of the right to have F.O.P. representation. The F.O.P. representative shall be the Union staff representative; the Union steward for the employee's bargaining unit or the steward's designee. If no F.O.P. representative is available within a reasonable period of time, then the investigation will continue if the delay would interfere with the ability of the Department to effectively conduct the investigation.

Section 12.2. In the event F.O.P. representation is requested in such investigatory interview, no questions shall be asked the employee without the employee's F.O.P. representative being present. The employee may consult with the F.O.P. representative at any time during the investigation; however, the FOP representative will not interfere in any manner with the questioning process.

Section 12.3. Except in unusual circumstances requiring otherwise, an employee will only be asked questions during duty hours. In the event an employee is questioned during non-duty hours the employee will be compensated at the employee's appropriate rate of pay for time spent being questioned.

Section 12.4. Any employee who refuses to answer questions may be charged with insubordination and, if found guilty, disciplined accordingly only after receiving at least one (1) warning that continued refusal to answer questions may lead to disciplinary action.

Section 12.5. No polygraph or truth verification tests may be administered without the voluntary consent of the employee.

Section 12.6. In evaluating the evidence regarding a complaint about an employee's conduct, the Employer will take into account the length of time which has expired between the date of the alleged incident and the date the complaint is received as bearing on the credibility of the complaining party. In the event a complaint is received from an anonymous source, the Employer will not take action against the employee complained about unless the complaint is supported by other corroborative evidence.

Section 12.7. Prior to any suspension without pay, demotion or termination of an employee, the employee will be afforded at least twenty-four (24) hour notice of the charges against the employee and an opportunity to review the evidence against the employee prior to responding to the charges. For the purpose of this review, the Employer reserves the right to delete from the evidence the sources that provided evidence against the employee. An employee may request an F.O.P. representative to assist in responding to the charges at a predisciplinary hearing before a decision is made for a suspension without pay or termination. All such hearings may be audio taped by the City and/or the employee's representative.

Section 12.8. The employee shall be informed, in writing, of the results of any investigation at the conclusion of the investigation. If the affected employee is in disagreement with the action taken by the Employer, the employee may file a grievance in accordance with the grievance procedure contained in this Agreement.

Section 12.9. Investigation into non-criminal questions and/or acts shall not be conducted by F.O.P. personnel. While the initial discovery or complaint on such matters may be reported by F.O.P. represented personnel, all other action past that initial report shall be conducted by the Chief, Assistant Chief, or a designee.

ARTICLE 13
CORRECTIVE ACTION AND RECORDS

Section 13.1. No bargaining unit member shall be disciplined except for just cause.

Section 13.2. Progressive Discipline.

A. Except in instances where the employee is found guilty of serious misconduct, discipline will be applied in a corrective, progressive, and uniform manner.

B. 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. However, for minor infractions, the normal progression shall include a verbal warning, written warning, short-term suspension, and a long-term suspension or demotion before termination. Further, the Employer agrees to fairly and equitably discipline members. All discipline shall be carried out in a private and businesslike manner.

C. Non-probationary employees may appeal the disciplinary action through the grievance procedure contained in this Agreement, but shall have no appeal under civil service law.

Section 13.3. In assessing prior levels of discipline, the Employer will take into account the length of time since any previous offenses have occurred. Records of oral counseling will not be used as a basis for further discipline one (1) year or more after issuance, and records of a written reprimand will not be used as a basis for further discipline two (2) years or more after issuance providing there are no intervening disciplinary actions taken during the time period. Suspensions of less than five (5) days will not be used for further discipline three (3) years or more after issuance providing there are no intervening disciplinary actions taken during the time period. Suspensions of five (5) days up to thirty (30) days will not be used for further discipline five (5) years or more after issuance providing there are no intervening disciplinary actions taken during the time period. Suspensions of thirty (30) days or more shall have permanent force and effect. All forms of discipline shall be removed from the personnel file upon request of the employee after the effective time limits have expired and placed in an inactive discipline file.

Section 13.4. Employees may review their personnel file upon request to the Chief, and such review will take place in the Chief of Police's office.

Section 13.5. Should any member have reason to believe that there are inaccuracies in documents contained in the member's file; the member may write a memorandum to the Chief explaining the alleged inaccuracy. If the Chief concurs with the members' contention the Chief shall remove the inaccurate document and place it in an inactive discipline file. If the Chief does not concur the Chief shall attach the member's memorandum to the document in the file. A member may copy documents in the member's own file.

Section 13.6. A member's signature on any performance evaluation, if any, shall be viewed by the parties hereto only as a representation that, the member has read it; it shall not be viewed as a representation that the member concurred with any or all of the contents or comments thereon. The member shall be the last person to sign an evaluation and no evaluation comments may be made on record copies thereafter. The member shall receive a copy of the evaluation in its final form when the member signs it.

Section 13.7. Public review of personnel records shall be according to current state law and case law. When a request for disclosure of a personnel record is made by a member of the public, notice of such request and the identity of the requester, will be given to the affected employee(s). The employee may request a meeting with the keeper of the records to discuss any appropriate reason some records should not be released. The employee may authorize a representative to view that employee's file by submitting a written and signed request to the Chief of Police indicating the employee's approval.

ARTICLE 14
WORK RULES

Section 14.1. The Employer recognizes that no work rules, regulations, policies, or procedures shall be established for bargaining unit employees that are in violation of any expressed terms of this Agreement. Work rules shall be applied and interpreted uniformly to all affected members.

Section 14.2. The Employer agrees that new work rules adopted after the effective date of this Agreement shall be reduced to writing and provided to all bargaining unit members in advance of their enforcement.

Section 14.3. This article shall not be interpreted in any manner to relieve any employee of the responsibility to follow reasonable procedures of good conduct whether or not such expectations of good conduct have been reduced to writing.

ARTICLE 15
DRUG/ALCOHOL TESTING

Section 15.1. Drug/Alcohol testing may be conducted on employees post-incident, reasonable suspicion, or randomly using a valid method of selection established by the testing laboratory. Cost of alcohol and drug screening tests and confirmatory test shall be borne by Employer except that any tests initiated at the request of the employee shall be at the employee's expense.
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, trafficking;

D. information provided either by reliable or credible sources and independently corroborated;

E. evidence that an employee has tampered with a previous drug test; and

F. facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Post accident testing may occur whenever there is substantial damage done to a City vehicle, or anyone involved in an accident sustains injury or death.

Section 15.2. All drug screening tests shall be conducted by medical laboratories meeting the standards of the National Institute of Drug Abuse and the National Institute of Health. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test or its equivalent. The procedures utilized by the 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 approved protocol methods.

Section 15.3. Alcohol testing shall be done in the same manner as to detect drivers operating a motor vehicle under the influence and/or otherwise too impaired to perform the employee's duties. A positive result of a blood alcohol concentration .03% or above shall entitle the Employer to proceed with sanctions as set forth in this article.

Section 15.4. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the test provided for under this Agreement may be grounds for discipline.

Section 15.5. If an employee's first test result is positive, the employee may request that a second test be performed in accordance with these procedures using the remaining container. The expense of the second test shall be borne by the Employer. If the second test result is positive, the Employer may proceed with sanctions in accordance with this article. If the second test result is negative, no sanctions shall be imposed.

Section 15.6. The Employer may suspend the employee without loss of pay before the time the confirmatory test results are complete. The use of illicit substances, on or off-duty, will ordinarily result in termination. The improper use of prescription drugs and/or alcohol may result in a lesser discipline, depending upon the relevant circumstances. Such discipline must be uniform in its application.

Section 15.7. If the testing required above has produced a positive result, the Employer may take disciplinary action and/or require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave, and personal leave days for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to the employee's former position. Such employee may be subject to periodic retesting upon 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 15.8. If the employee refuses to undergo rehabilitation or detoxification, or if the employee tests positive during a retesting within one (1) year after return to work from such a program, the employee shall be subject to disciplinary action up to and including termination of employment.

Section 15.9. All tests results and actions taken under or pursuant to this article shall be kept confidential in accordance with and subject to state and federal law.

ARTICLE 16
SENIORITY

Section 16.1. Definition. In all matters dealing with the Department as a whole, seniority will be defined as the total length of continuous service with the Employer. In all matters dealing within the rank as a whole, seniority will be defined as the total length of service within the rank, beginning on the employee's date of appointment to that rank.

Section 16.2. Breaks in Service. A termination in employment for any reason lasting less than thirty-one (31) days shall not constitute a break in continuous service. Continuous service also will not be interrupted if the employee was on approved leave of absence or if the employee is reemployed within three (3) years from the date of a layoff.

Section 16.3. Identical Hire Dates. When two (2) or more employees have the same seniority dates, seniority shall be determined by length of service at that facility. Should a tie exist within a rank, seniority shall be determined by the length of service with the Department. Should a tie still exist in either case, seniority shall be based on the civil service examination taken by the employee for entry into the employee's present rank. The employee having the highest examination score shall be considered the most senior. If the examination scores are identical or the examination scores are not available, then a flip of the coin shall determine which employee is the most senior.

Section 16.4. Termination of Seniority. Seniority shall terminate when the employee:

A. quits or resigns, and is separated from the Employer's service for more than one (1) year;

B. retires;

C. is discharged;

D. fails to timely return without permission from:

   1. leave of absence;
   2. recall after layoff; or
   3. sick leave;

E. is on layoff for a period of time in excess of three (3) years.

ARTICLE 17
HOURS OF WORK AND OVERTIME

Section 17.1. The standard work period for police officers and sergeants shall consist of no more than eighty (80) hours in a fourteen (14) day work period. Any time worked by sergeants and police officers in excess of eighty (80) hours in a work period shall be considered overtime. Each work schedule shall be determined by the Employer.

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Section 17.2. All hours in paid status in excess of the standard work period shall be considered overtime.

Section 17.3. Employees shall be compensated for overtime at the rate of one and one-half (1½) times the employee's regular hourly rate of pay. The overtime rate for working on a holiday is designated in Section 19.3 of this Agreement.

Section 17.4. Overtime is generally discouraged and is for emergency, special, or unusual situations only. All overtime, except urgent situations, must be prior approved by the department head. In the event of urgent situations, overtime may be approved by the shift supervisor. In all cases, however, employees who work overtime shall be entitled to payment in the form of cash.

Section 17.5. Whenever an employee is called to work at a time other than, the employee's posted work schedule, thereby necessitating additional travel to and from work, the employee shall be guaranteed at least two (2) hours of pay at the appropriate rate of pay. However, any work required prior to start of the posted work shift and which continues into the employee's posted shift, is not covered by this minimum work guarantee. Likewise, time worked by the employee held over following the employee's regular work shift shall also be exempt from this minimum guarantee.

Section 17.6. There shall be no more than two (2) minimum call-ins during any one twenty-four (24) hour period to any one employee, except for emergency situations.

Section 17.7. Whenever it is necessary for an employee to appear in court as part of the employee's required job duties, or attend mandatory training courses, while not on regular duty for the City of Celina, the employee shall receive compensation for such time calculated at one and one-half (1½) times the employee's regular rate of pay or a minimum payment for two (2) hours at the regular rate of pay for each appearance in court, or mandatory training, whichever is greater.

Section 17.8. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

ARTICLE 18
COMPENSATION

Section 18.1. Each patrol officer, on the first day of the pay period which includes the employee's anniversary date with the City, shall receive a seniority pay increase to the next step of the employee's assigned pay range, up to the maximum step in the assigned pay range. Each Sergeant, on the first day of the pay period which includes the employee's anniversary date of promotion to such rank, shall receive a pay step increase to the next step of the employee's assigned pay range, up to the maximum step of the range.

Section 18.2. Effective with the pay period beginning January 1, 2012 (0% increase):

Steps	A	B	C	D	E
Sergeants	$23.37	$23.81	$24.29		
Police Officers	$19.52	$19.91	$20.34	$20.71	$21.12

Section 18.3. Effective January 1, 2013 (1.0% increase):

Steps	A	B	C	D	E
Sergeants	$23.60	$24.05	$24.53		
Police Officers	$19.72	$20.11	$20.54	$20.92	$21.33

Section 18.4. Effective January 1, 2014 (2.0% increase):

Steps	A	B	C	D	E
Sergeants	$24.07	$24.53	$25.02		
Police Officers	$20.11	$20.51	$20.95	$21.34	$21.76

Section 18.5. Shift Differential:

A. Shift differential pay shall be paid to all employees working second and third Police Department shifts.

B. Employees working the second and third shifts shall be paid an additional forty-five cents ($.45) per hour.

C. Above shifts must actually be worked to entitle an employee to premium pay. To be eligible for premium pay, an employee must be scheduled to work a full eight (8) hour shift.

Section 18.6. Certified instructors (i.e., firearms instructor) and field training officers will be compensated at the rate of fifty-five cents ($.55) per hour for all hours during actual training.

Employees assigned by the Chief as detective, task force investigator, or certified evidence manager shall be compensated at an additional thirty-five cents ($.35) per hour for all hours worked.

Employees shall be eligible for only one (1) supplement at a time, whichever is higher.

Section 18.7. Longevity Pay:

A. Full-time employees of the Police Department, hired prior to October 1, 2004, shall receive, in addition to the employee's regular hourly wage, additional compensation at the following rates:

Five (5) full years of service	$150.00
Six (6) full years of service	$175.00

Seven (7) full years of service	$200.00
Eight (8) full years of service	$225.00
Nine (9) full years of service	$250.00
Ten (10) full years of service	$275.00
Each additional year	$60.00

B. This additional compensation shall be accumulated by the Employer and paid to said employee on the first Friday in December of each year.

C. In the event an employee terminates his/her employment with the Employer, the longevity pay provided herein shall be prorated from the anniversary date over the period of employment in the year of termination.

D. "Continuous Employment" as used in this section means full-time employment with the Employer, including regular vacation and sick leave time. An employee who takes a leave of absence which is approved by the appointing authority shall be considered as being in continuous employment. Such continuous employment shall commence at the employee's most recent date of employment. Such longevity pay shall be computed and go into effect on the first day of the first full pay period after the anniversary date of such employment assuming the time and continuous employment provisions are met.

E. Longevity shall be added to the base rate for the purposes of computing the overtime rate.

F. Employees hired on or after October 1, 2004, are not eligible for longevity pay.

ARTICLE 19
HOLIDAY PAY

Section 19.1. The following are recognized holidays:

New Year's Day	Thanksgiving Day
President's Day	Friday after Thanksgiving
Good Friday	Day before Christmas Day
Memorial Day	Christmas Day
Independence Day	1 Personal Leave Day
Labor Day	2 Personal Leave Days after one (1) year's service

Section 19.2. Employees of the Police Department will be credited for all holidays plus any bonus personal leave days at the beginning of each year to be taken off at the employee's choosing, at the employee's regular rate of pay, subject to the approval of the Police Chief or the Chief's designee. No more than two (2) accumulated holidays may be carried over to the following year. In the event any employee of the Police Department has more than two (2) accumulated holidays at the end of the year, said employee shall receive pay, at the employee's regular rate of pay, for all accumulated holidays in excess of two (2).

Section 19.3. When an employee of the Police Department is required to perform work on any of the recognized employee holidays, such employee shall be paid time and one-half (1½) for hours worked. The overtime rate for working on a holiday will be two (2) times the regular rate (including call-in). In addition, an employee may elect holiday pay (eight [8] hours regular time with said holiday being deducted from employee's total holiday leave). The election by the employee must be made on the overtime sheet within the pay period the holiday falls.

Section 19.4. The holiday shall be considered the day upon which said holiday is celebrated in the calendar year upon which it falls and shall be paid for shifts that begin on the listed holiday. However, double time pay for call-ins shall be from midnight to midnight on the listed holiday.

Section 19.5. Holiday leave can be taken on a holiday and also can be taken in four (4) hour increments, but must be applied for per established procedure. In the event that two (2) or more requests are submitted at the same date and time, the senior employee shall prevail.

Section 19.6. Payout for holidays upon separation shall be on a pro rata basis. The employee shall receive payment for any unused holiday leave for holidays occurring prior to the date of separation and shall reimburse the City for any holiday leave used in advance of the designated holiday. The Employer may deduct any monies owed from the employee's final paycheck(s).

ARTICLE 20
VACATION LEAVE

Section 20.1. Employees shall accrue vacation in accordance with Section 20.2 herein. However, no employee shall be permitted to schedule or be paid for any vacation time until the employee has completed one (1) year of service with the City of Celina.

This article specifically supersedes O.R.C. Section 9.44 as it relates to the determination of prior service vacation credit.

Section 20.2. Vacation Benefits. All employees who have completed the following years of service shall accrue the corresponding listed number of hours of vacation for each year as follows:

LENGTH Of SERVICE	MAXIMUM NUMBER OF HOURS	HOURS ACCRUED BIWEEKLY
1 full year, but less than 7 years	80 hours	3.10 hours
7 full years, but less than 11 years	120 hours	4.60 hours
11 full years, but less than 18 years	160 hours	6.15 hours
18 full years and above	200 hours	7.70 hours

Vacation accrues whenever the employee is in active pay status. Employees on leave without pay or otherwise not in active pay status shall not accrue vacation leave. For purposes of this article, active pay status shall include all regular, non-overtime hours, for which the employee is compensated by the Employer.

Upon completion of seven (7), eleven (11), and eighteen (18) full years of service, an additional 40 hours of vacation shall be added to the employee's accrued leave balance on that date and the employee shall begin accruing vacation at the applicable higher rate specified above.

Section 20.3. Employees will be compensated for eligible vacation time in accordance with their current base salary at the time the vacation is taken.

Section 20.4. Vacation Scheduling. Employees shall be encouraged to use all their vacation accrued during their previous anniversary year during their current anniversary year. However, employees who must postpone a vacation because of work requirements, or who are permitted to postpone part of their vacation to the following anniversary year, may carry over up to forty (40) hours of their vacation to the following anniversary year with the written approval of the Safety Service Director. In lieu of carrying over part or all of the forty (40) hours of unused vacation, an employee may elect to cash-in any portion of the unused 40 hours of vacation per year. Any employee desiring to cash-in vacation must submit a written request to the Safety Service Director not less than 30 days prior to the employee's anniversary date of hire. The employee shall be compensated at his/her current rate of pay for the unused vacation hours during the next pay period following the employee's anniversary date. Any unused vacation carried over from the previous anniversary year in excess of the forty (40) hours specified above, shall be forfeited on the employee's anniversary date.

Section 20.5. Three (3) bargaining unit employees at a time [one (1) from each shift] may schedule vacation in any one (1) week during prime time. Prime time being defined as the weeks from Memorial Day to Labor Day. Prime time weeks will be picked as follows:

A. Vacation calendar will be circulated by seniority on each shift.

B. An employee may schedule all earned vacation weeks at one (1) time subject to 20.6. below. However, if employee fails to choose all earned vacation weeks at one time, the employee then forfeits priority by seniority and may only choose the weeks that are left on that shift.

C. Only one (1) officer per shift per week may be on vacation.

D. Up to eighty (80) hours of vacation may be taken a day at a time [eight (8) hour increments] subject to the Employer's approval based on the other restrictions contained herein. The same procedure will be used as the current holiday scheduling. The remaining week's shall be taken in full week increment(s). A full week (40 hours) shall have priority over a shorter period of vacation in regards to scheduling such time off.

Section 20.6. Not more than three (3) consecutive weeks of vacation may be scheduled without prior written approval of the Safety Service Director.

Section 20.7. Insofar as practical, every effort will be made to schedule vacation at the time most preferable to each employee. However, the final decision with respect to the scheduling of vacation

shall rest with the Safety Service Director and must be geared to the City's need for the employee's services.

Section 20.8. Vacation should be scheduled with the department head by March 1, if possible. Scheduled vacation weeks may be changed during the year with the approval of the department head and the Safety Service Director.

Section 20.9. General Provisions.

A. If an employee dies, is inducted into military service for a period exceeding six (6) months, retires, resigns, or is terminated, such employee or his/her estate shall be paid for any accrued but unused vacation time earned in accordance with this article. No employee with less than one (1) full year of service with the City shall be entitled to a payout of vacation leave.

B. Casual vacation may be taken in eight (8) hour increments. However, regularly scheduled annual vacation shall take precedence over casual leave.

ARTICLE 21
INSURANCE AND MEDICAL BENEFITS

Section 21.1. Health Insurance. The Employer shall provide health insurance coverage for each bargaining unit employee as determined by the City of Celina Insurance Committee. Such coverage shall be known as Plan A. The Employer may, after consultation with the Insurance Committee, offer other optional insurance plans with different levels, designs, and premium amounts.

A. The Insurance Committee will establish protocols for its conduct and those protocols will be adopted as part of the City's administrative policy. Recommendations of the Committee including changes to plan design, adjustments to deductibles, co-pays, cost-containment features, or other proposed changes to insurance coverage under Plan A will be made to the City Council. Before City Council adopts changes to Plan A affecting bargaining unit employees and economic components of the plan currently provided, the City agrees to meet with the Union to discuss such changes. If the parties are unable to reach an agreement, then the matter will be submitted to negotiations pursuant to SERB guidelines in O.R.C. 4117. If the parties reach impasse, the matter shall be submitted to final offer settlement by selecting an arbitrator pursuant to Article 7, Section 7.3, E, F, and H, contained herein, to decide which of the parties' final offers on the insurance change shall be implemented, taking into consideration the criteria established in R.C. 4117.14(G)(7).

B. The City shall offer health insurance coverage under Plan A to each bargaining unit employee, as determined by the City of Celina Insurance Committee. The Employer, after consultation with the Insurance Committee, may also offer alternative health insurance plans.

C. The employee's cost for the basic health insurance plan (Plan A) shall be as outlined below.

Plan A shall be the Health Saving Account (HSA) plan. The employee contribution for the plan shall be equal to ten percent (10%) of the total annual cost of the applicable coverage. The Employer agrees to contribute one hundred percent (100%) of the deductible. The Employer contribution to the deductible shall not exceed $2,000 per year for a single (employee only) coverage or $4,000 per year for any non-single coverage. If overall costs savings can be realized by the Employer, this deductible may be adjusted.

For employees participating in Plan A, their spouses will not be required to take other insurance that may be offered by the spouses' employers.

If, in the future, HSA high deductible plans are phased out by the federal government, the Employer agrees to allow the bargaining unit to replace the current Plan A with an alternative health care plan through use of the Insurance Executive Committee.

D. The Employer shall determine the cost sharing arrangements for the alternative plans offered after consultation with the Insurance Committee.

E. Employees will be provided a summary of each plan prior to the enrollment period when employees may select or change coverage. Employees will be provided a copy of the plan description which the employee selects. The Union will be provided a copy of all plans in effect. The Employer may, during the life of the Agreement and after consultation with the Insurance Committee, change insurance carriers or its method of providing health insurance coverage, provided coverage under Health Insurance Plan A shall not be changed without concurrence form the Insurance Committee.

F. Insurance Plan A shall be reviewed annually by the City and the Insurance Committee, which shall include representatives from each collective bargaining unit.

G. Bargaining unit employees shall have the option once each year to select from among the insurance plans offered.

Section 21.2. The Employer will maintain police professional liability coverage so long as it is reasonably available.

Section 21.3. All employees are expected to keep themselves in a state of physical fitness, which will enable them to efficiently perform the duties of the position in which they are employed. Employees of the Police Department are encouraged to participate in a physical fitness program. The Employer will pay up to two hundred ten dollars ($210.00) per year toward the membership dues in a recognized fitness center. Evidence the employee is not using the facility for an extended period of time shall result in the Employer dropping payment for such membership.

Section 21.4. Each employee shall submit to a complete medical physical every three (3) years or as required by the Employer pursuant to Article 23, Section 23.6. Specifications for the physical shall be the same as required for entrance physical examinations. The physician to perform the physicals shall be selected and paid by the Employer. Medical problems determined by the physician, that

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would impair the employee's ability to perform the employee's duties or endanger fellow employees shall require the employee to commence remedial medical correction as soon as condition is noted. (Time required to take physicals shall be paid by Employer.)

A copy of the physical examination report will be given to the employee. The employee will be required to comply with the recommendations of the examining physician. The employee may be considered for transitional work/modified duty.

In the event the employee becomes unable to perform the essential functions of the employee's position, with or without reasonable accommodation, and has no approved leave time coming, the Employer may terminate the employee. This shall be considered a disability separation.

Section 21.5. If the officer does not agree with the findings of the Employer's physician as to a medical problem that would impair the officer's ability to perform the required duties or endanger fellow officers, the officer may present medical evidence from a personal physician. If differences then cannot be reconciled, a third physician, whose selection shall be mutually agreed upon by the officer's and the Employer's physician, shall be selected. The opinion of the third mutually agreed upon physician shall be binding upon the officer and Employer, and such third physician's fees and charges shall be paid by the Employer.

Section 21.6. Life Insurance. Each full-time employee shall be provided thirty thousand dollars ($30,000.00) term life insurance coverage by the Employer.

Insurance advisory committee recommended changes that affect Article 21 of the Agreement will be bargained by the City and the FOP-OLC pursuant to the following. Before City Council adopts changes to the plan affecting FOP-OLC bargaining unit employees, that affect the major economic components of the plan currently provided, the City agrees to meet with the FOP-OLC to bargain over such changes in good faith. If the parties reach impasse, the matter shall be submitted to final offer settlement by selecting an arbitrator pursuant to Article 7, Section 7.3, E, F and H, contained herein, to decide which of the parties final offers on the insurance change shall be implemented, taking into consideration the criteria established in R.C. 4117.14 (G)(7).

ARTICLE 22
CLOTHING AND EQUIPMENT ALLOWANCE

Section 22.1. The Employer shall assume the cost of furnishing new employees with a complete set of uniform requirements for the first year's service. Upon completion of the first year of employment, sworn officers shall be entitled to a portion of the annual uniform allowance of five hundred fifty dollars ($550.00). The employee's portion shall be prorated, based upon the number of months remaining in the calendar year following the employee's anniversary date. Starting in January of the next calendar year, the employee shall be entitled to the full annual uniform allowance of five hundred fifty dollars ($550.00).

The Employer shall furnish up to six hundred twenty-five dollars ($625.00) toward the replacement of body armor once every four (4) years for each officer. The Employer shall furnish body armor to

new employees; if the new employee is terminated or leaves employment prior to completion of his/her probationary period he/she shall refund to the Employer the cost of the body armor.

Section 22.2. Following satisfactory completion of an employee's probationary period, articles of clothing shall become the property of the employee. Equipment articles, furnished by the Employer, shall remain the property of the Employer and shall be returned to the Employer upon resignation, discharge,, retirement, or death in same condition as when received, less normal wear and tear. Clothing and equipment items issued or purchased in the same year that an employee resigns, is discharged or retires shall also be returned to the Employer. Payments for clothing and equipment allowance will only be made to employees in active service.

Section 22.3. Equipment articles lost, stolen, or damaged through negligence shall be replaced by the employee. Equipment articles needing repair or replacement due to job-related wear and tear shall be repaired or replaced by the Employer. Clothing damaged or destroyed in the line of duty will be replaced by the Employer.

Section 22.4. All purchases of uniforms and equipment under this article shall be approved by the Chief of Police.

Section 22.5. Eye glasses or contacts, watches, or other personal property damaged in the line of duty will be repaired or replaced by the Employer, so long as it can be shown that there was no negligence by the employee which contributed to this property loss or damage. (Watches and other personal property replacement shall be limited to three hundred dollars [$300.00] per incident).

In the event that there is a restitution order ordered by a court of record, any money that is awarded and received for the damage to eyeglasses, watches, or other personal property, contact lenses, or to dentures, shall be returned to the Employer (up to the amount paid by the Employer), if the Employer paid for the cost of the damage or replacement of such items.

ARTICLE 23
SICK LEAVE

Section 23.1. Employees are entitled to sick leave, accumulated at the rate of four and six-tenths (4.6) hours for each completed eighty (80) hours of service based on the employee's standard work schedule. For each completed hour in active pay status, an employee earns .0575 hours of sick leave. Active pay status may be defined as hours worked and hours on paid leave.

When sick leave is scheduled in advance, it shall be deducted from the employee's credit on the basis of one (1) hour for each one (1) hour of absence from previously scheduled work in a minimum of one (1) hour units. After the first hour, it shall be deducted from the employee's credit in quarter hour increments. Sick leave not scheduled in advance shall be deducted from the employee's credit on the basis of the actual time used to the nearest quarter hour.

Section 23.2. Sick leave is granted by the Employer in order to prevent undue hardship to the employee. It is not to be considered as or used as personal days or vacation time. Sick leave may be

used only for the purposes stated in this article. Any falsification of sick leave records or other abuse of sick leave will be grounds for discipline and denial of payment.

Section 23.3. An employee shall be charged sick leave only for hours upon which the employee would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings. Employees shall receive their regular hourly, daily, or weekly rate for the period of time they are on sick leave.

Section 23.4. Sick leave may be granted to an employee under the following circumstances:

A. illness or injury of the employee or the employee's immediate family, which requires the employee's personal care and attendance;

B. if, through exposure to a contagious disease, the presence of the employee at the work place would jeopardize the health of others;

C. examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner, when such an examination cannot be scheduled during non-work hours;

D. examination including medical, psychological, dental or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is necessary and when such an examination cannot be scheduled during the employee's non-work hours.

E. death of a member of the employee's immediate family. Sick leave usage is limited as described in the Funeral Leave section of this Agreement.

F. For the purpose of this Sick Leave article, the definition of immediate family shall be the employee's spouse, mother, father, stepmother, stepfather, brother, sister, stepbrother, stepsister, child, stepchild, mother-in-law, father-in-law, grandparent, grandchild, legal guardian, or other person who stands in the place of a parent (*loco parentis*).

Section 23.5.

A. In order to receive sick leave pay an employee shall furnish a satisfactory written statement, on forms provided by the Employer, to the effect that the absence was caused by any of the forgoing causes. Sick leave will not be approved for payment until an employee has submitted the proper form and it has been approved for payment by the appointing authority or other arrangements have been made.

B. If an illness or injury extends for more than two (2) consecutive days, the employee shall be required to furnish a satisfactory physician's statement indicating the nature of the illness or injury and the date the employee will be capable of returning to work.

C. The Employer may also require an employee to submit a physician's statement for sick leave of any duration if the employee has established a record of patterned or excessive use of sick leave. Pattern use will be considered minimum of five (5) sick days taken on strategic days such as Mondays, weekends, day before or after days off, and/or sick leave trade days. Excessive use will be considered minimum of ten (10) sick days taken off in a calendar year without medical verification of specific problem creating this use.

D. If the employee requests sick leave for personal use or a member of the immediate family for medical, psychological, dental or optical examination, the employee shall obtain a written statement from the practitioner indicating the date and time of said exam. A copy of the attending physician's invoice or charge slip with date will be accepted.

E. An employee who has called in sick shall not engage in outside activities.

F. While absent due to illness or injury, an employee shall keep the Department advised as to where the employee may be contacted. No sick leave benefits shall be paid for convalescence outside of Mercer County without prior written approval of the appointing authority, unless the employee is a patient in a hospital or other institution outside Mercer County.

G. An employee requesting sick leave for the purpose of medical, dental, or optical examination appointments shall notify the appointing authority as far in advance as possible. An employee requesting sick leave for other legitimate purposes shall inform the employee's supervisor a minimum of one (1) hour prior to the employee's regular scheduled starting time.

H. Employees unable to work due to job-related injury or illness and receiving Workers' Compensation will not be charged sick leave for those days which the employee received payment from Workers' Compensation.

I. Employees using no sick leave in a calendar quarter shall be credited with eight (8) hours of personal leave for any such quarter in the following calendar year.

Section 23.6. The appointing authority maintains the right to investigate an employee's absence and to order an employee exhibiting unusual behavior, unsatisfactorily carrying out job duties, claiming injury or illness rendering the employee unable to perform job duties, or has established a record or pattern of excessive use of sick leave to submit to a physical and/or psychological examination at the expense of the Employer.

Section 23.7. Unused sick leave may be accumulated without limit but may not exceed fifteen (15) working days per employee, in an anniversary year. No sick leave shall be earned as a consequence of overtime hours worked. Termination of employment or death cancels any accumulated sick leave except that twenty-five (25%) or a maximum of ninety (90) days of the accumulated sick leave shall be paid to an employee having ten (10) years or more of service upon retirement or death. Employees having twenty-five (25) years or more of service upon retirement or death shall have

thirty-five percent (35%) or a maximum of one hundred twenty (120) days of accumulated sick leave paid to the employee.

Section 23.8. Employees who transfer between City departments, or from a public agency, or who are reappointed or reinstated, will be credited with the unused balance of accumulated sick leave, provided the time between separation, reappointment, or transfer does not exceed two (2) years. The words "public agency" as used above include the state, counties, municipalities, all boards of education, libraries, townships, or other political subdivisions within the state.

Section 23.9. During the term of this Agreement the parties will create a joint committee to discuss the possibility of creating a sick leave bank for bargaining unit employees. If the parties are able to agree upon such a program, it will be presented to City Council with a positive recommendation for adoption.

ARTICLE 24
INJURY LEAVE

Section 24.1. All regular full-time employees of the Police Department shall be entitled to up to forty-five (45) days of injury leave with pay for injuries received directly in the line of duty for injuries without broken bones, hospitalization, or surgery, up to seventy-five (75) days for injuries with fractures or broken bones, and up to 120 days for injuries that require surgery and/or hospitalization. Such time period may be extended upon written approval of the Safety-Service Director.

The time limits are maximums and the Employer reserves the right to limit the length of injury leave to the time necessary for the employee to recover. The Employer may require the employee's request for time off for injury leave be verified by a physician selected by the City.

Section 24.2. Employees must follow the below procedures in all cases of personal injuries.

A. If the injury to any regular full-time employee results from the performance of employment duties, the employee shall complete an accident/injury investigation form and in conjunction with the respective department head shall report such injury to the Safety Service Director immediately and ensure that a claim is filed with the Ohio Industrial Commission (OIC).

B. In the event that time off from work is required by the injured employee, the employee will be granted injury leave from the first day of injury if the proper documentation is submitted to the Employer. This documentation will include, but not be limited to, a statement from the employee's physician, any necessary OIC forms, and other documents as may be required by the Employer. After an injury, the Employer will continue to pay wages at the same rate of pay the injured worker was making at the time of the injury. This rate will be multiplied by the regular number of scheduled hours per week. This compensation will be paid for a period not to exceed the time limits set forth above and is in lieu of temporary total benefits normally paid by the Bureau of Worker's Compensation. The employee must qualify for Workers' Compensation in order to be eligible for injury leave as contained in this section.

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In the event the claim is denied by Workers' Compensation, the employee shall revert to sick leave status and shall be charged with sick leave for all time paid by the Employer for injury leave. In the event the employee does not have sufficient sick leave to reimburse the Employer for benefits received for a rejected claim, the employee shall make full restitution to the City either in money or accrued leave.

C. During the period of time an injured employee is being paid under this article, all normal benefits given to regular full-time City employees shall remain in force with no deductions to earned sick leave and/or vacation time.

D. While being paid injury leave, an employee may be assigned by the Employer and required to perform any duties the employee, as determined by a licensed physician, is capable of performing.

Section 24.3. Any falsification of injury leave will be grounds for discipline including dismissal and denial of payment.

Section 24.4. The Employer will develop a transitional work/modified duty policy for bargaining unit employees injured during the course of their employment with the City. The purpose of transitional work will be to provide such injured employees, who cannot effectively perform the essential functions of their position, the opportunity to continue working for a limited duration during such period of temporary partial disability.

ARTICLE 25
SPECIAL LEAVES

Section 25.1. Personal Leave of Absence. A leave of absence without pay for a period not to exceed thirty (30) days may be granted subject to the prior approval of the Safety Service Director providing that the employee shall not engage in gainful employment either in the services of another employee or through self-employment, and that the employee can be spared from work duties for a period of such leave without the necessity of a replacement. Full credit for continuous service shall be given.

Section 25.2. Jury Duty Leave. An employee, while serving upon a jury in any court of record in Ohio, will be paid the employee's regular salary for each scheduled workday during the period of time required to serve. Time so served shall be deemed active and continuous service for all purposes. All jury fees received from the court of record shall be assigned to the Employer.

Section 25.3. Examination Leave. Employees shall be allowed time off to participate in local civil service tests or to take a required mandatory examination, pertinent to their employment, before a state or federal licensing board with the approval of the Chief of Police. Employees may utilize any available accrued leave, other than sick leave, for the purpose of taking such examination. The Chief of Police shall approve such leave barring exigent circumstances.

Section 25.4. Court Leave. Time off with pay shall be allowed employees who are subpoenaed to attend any court of record in Mercer County, Ohio, or any adjoining county, as witness in civil matters resulting from their official duties as police officers for the City of Celina. All witness fees shall be assigned to the Employer.

Section 25.5. Funeral Leave. Each employee shall be entitled to use three (3) days of funeral leave for a death in the employee's immediate family. Each employee shall be entitled to use up to two (2) days of sick leave for a death in the immediate family. Sick days used for funeral leave will not be considered when determining bonus personal leave which is awarded for limiting the use of sick leave. For the purpose of this section, the definition of immediate family shall be spouse, mother, father, stepmother, stepfather, brother, sister, child, stepchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in law, grandparent, grandchild, legal guardian, or other person who stands in the place of a parent (*loco parentis*).

Section 25.6. Military Leave. Employees who are members of the Ohio National Guard, or members of other reserve components of the armed forces of the United States are entitled to military leave of absence from their duties without loss of pay, for such time as they are in the military service on field training or active duty for a period not to exceed one hundred seventy-six (176) hours in any one (1) calendar year. The maximum number of hours for which payment can be made in any one (1) calendar year is one hundred seventy-six (176) hours. Employees are required to submit to the Employer an order or statement from the appropriate military commander as evidence of military duty before military leave with pay will be granted. Employees are entitled to retain all military pay received from the armed forces.

Employees who are called or ordered to uniformed services for more than one hundred seventy-six (176) hours within one (1) calendar year because of an executive order issued by the President of the United States or an act of Congress, or because of an order to perform duty issued by the governor pursuant to Section 5919.29 of the Ohio Revised Code shall be entitled, during the period designated in such order or act, to a leave of absence and pay in accordance with the lesser of the difference between the employee's gross monthly wage or salary and the gross uniformed services pay and allowance for the same month or $500 for each month of uniformed service.

ARTICLE 26
FAMILY AND MEDICAL LEAVE

Section 26.1. Family leave will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1250 hours of service during the twelve (12) months before the leave is requested. The leave will be granted up to twelve (12) workweeks for the following reasons:

A. because of the birth of a son or daughter of the employee and in order to care for such son or daughter;

B. because of the placement of a son or daughter with the employee for adoption or foster care;

C. in order to care for the spouse, son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition;

D. because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Section 26.2. The employee must provide the Employer with thirty (30) days advance notice of the leave or such notice as is practicable if thirty (30) days notice is not possible. The employee must provide the Employer with certification of the condition from a healthcare provider.

Section 26.3. The employee must first use paid sick time, vacation, compensatory time, and personal days before going on unpaid leave. The total amount of family leave paid and unpaid will not exceed a total of twelve (12) weeks.

Section 26.4. The employee will be responsible for the employee's share of health insurance cost during the leave. If the employee does not return from leave, the employee is responsible for the total insurance premium paid by the Employer. The Employer at its discretion may waive the repayment of such premiums.

Section 26.5. The Employer may require that a claim by an employee that the employee is unable to return to work because of the continuation, recurrence, or onset of a serious health condition be supported by a certification issued by a healthcare provider as is appropriate.

Section 26.6. When an employee is ready to return to work following a leave of absence which was taken because of a serious health condition that made the employee unable to perform the functions of the employee's position, the employee shall furnish a statement by an attending physician certifying the employee is able to return to work and to perform essential functions of the position. The Employer reserves the right to have such employee's ability to perform the essential functions of the position verified by a second physician prior to permitting the employee to return to work.

Section 26.7. Subject to the Family and Medical Leave Act of 1993, the following regulations shall be applicable to leaves of absence without pay:

A. 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.

B. The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, employees will advise the Employer thirty (30) days prior to commencement of the desired leave so that the various departmental functions may proceed properly.

C. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to an equivalent position if the employee's former position no longer exists.

D. An employee may return to work before the scheduled expiration of leave, if requested 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, such employee, absent extenuating circumstances, shall be considered to have voluntarily resigned.

E. The Employer may require the employee to report periodically to the Employer on the status and intention of the employee to return to work.

Section 26.8. The Employer may require an employee to be examined by a licensed physician or psychologist of the Employer's choosing for the purpose of determining whether the employee is physically or mentally able to perform the essential functions of the position. An employee found, by such physician, to be physically or mentally unable to perform the essential functions of the position may be placed on disability leave and/or disability separation.

Section 26.9. Leave may be taken, subject to the requirements of the FMLA, for those reasons under Section 26.1(C) and (D) of this Agreement on an intermittent or reduced schedule when medically necessary. If an employee requests intermittent leave, as set forth above, the Employer may require such employee to transfer temporarily to an available alternative position offered by the Employer for which the employee is qualified.

Section 26.10. Employees, while on FML, shall not pursue other employment opportunities or work another job, unless approval has been granted by the Safety-Service Director.

ARTICLE 27
EDUCATION AND TRAINING

Section 27.1. An employee who has completed the probationary period may elect to take one (1) approved police-related training course of the employee's choosing within a two (2) year period.

Section 27.2. There must be a connection between the employee's duties and responsibilities and the course requested.

Section 27.3. The Chief of Police shall create and maintain a current list of approved training courses or institutions for which tuition and fees may be paid under this article.

Section 27.4. In accordance with this article, a training list will be provided on equal basis, not by rank.

Section 27.5. Employees may waive other portions of this article when taking college courses, and books for such courses will be reimbursed for six (6) class periods during the life of this Agreement. Employees must pass such courses and turn in receipts to be eligible for reimbursement.

ARTICLE 28
MISCELLANEOUS

Section 28.1. As soon as possible following negotiations, the Employer shall prepare six (6) copies of this Agreement for signing and, once signed, will furnish three (3) signed copies to the F.O.P. which can be used by the F.O.P. to make copies for its members.

Section 28.2. An officer with at least fifteen (15) years of service who honorably retires from active duty under the Police and Fire pension system may purchase the officer's duty weapon from the Employer. The cost of the weapon shall be one dollar ($1.00).

Section 28.3. Subject to the specific rights retained by the Employer in this Agreement, the Employer recognizes its legal obligation under O.R.C. Chapter 4117 to bargain with the F.O.P. prior to implementation of any changes in wages, hours, or other terms and conditions of employment applicable to members of the bargaining units. Prior to implementing new or changed work rules, policies or other changes that materially affect the wages, hours or terms or conditions of employment of bargaining unit employees, the Employer will notify the Union ten (10) days in advance of the effective date of implementation. If the Union requests to bargain over such a change within the notice period, the Employer and the Union will negotiate in good faith. If the Union does not request to bargain, or if the Employer and the Union bargain to impasse, the Employer may implement any proposed change that does not materially affect the wages, hours or conditions of employment of bargaining unit employees, but the Union may exercise its negotiating rights regarding such matter in the normal course of bargaining as provided in Article 30, Duration, for an applicable succeeding Agreement. Notwithstanding the above, if the change is not a topic of bargaining under RC Chapter 4117, or in the case if the change is necessary due to exigent circumstances or a state or federal directive or regulation, the Employer is not required to give a ten (10) day notice or to bargain over the implementation of the change; however, the Employer may elect to do so, if time permits, without waiving its rights.

Section 28.4. Whenever practical, the Employer agrees to notify the Union in advance of any changes in the employment relationship that may affect the F.O.P. or its members through the labor-management committee. The notification is not to constitute an abridgement of management's rights to make changes that it deems necessary. Decisions to change policy and procedures that do not directly affect wages, hours, and other terms and conditions of employment are not subject to the grievance procedure.

Section 28.5. Employees of the Police Department may apply for openings with the Employer and will be considered along with other applicants based on qualifications for that specific opening.

Section 28.6. Retiring employees must submit their intent and date of retirement with no less than twenty-one (21) calendar days notice to the Employer. The Employer shall within no more than sixty (60) days of the date of retirement make payment of final benefits to the employee. The Employer will provide the retiring employee with an Identification Card, identifying them as a retired police officer within thirty (30) days of retirement. The Employer also agrees to allow retired officers to participate in the department's annual firearms qualifications and documentation.

Section 28.7. Bargaining unit employees required by the Employer to utilize their personal vehicle for employment related travel outside the City of Celina shall be reimbursed for such expense in accordance with City policy.

ARTICLE 29
SUCCESSOR GUIDELINES

Section 29.1. Location of Meetings. Meetings will be held on the premises of the Employer.

Section 29.2. Dates and Times of Meetings. Meetings will be scheduled by mutual agreement on an as-needed basis. Nothing herein shall prohibit the parties from mutually consenting to extend the meetings. If possible, the date and time of the next negotiating meeting shall be agreed upon before the close of each meeting.

Section 29.3. Bargaining Committee Make-up. The bargaining unit members for the patrol officers' classification shall consist of two (2) members and one (1) from the sergeants' classification plus the F.O.P. representative. The Employer's bargaining team will consist of no more than four (4) members. In addition, the F.O.P. and Employer are allowed one (1) ex-officio member each. Employee representatives that are on duty during negotiations shall not suffer any loss of pay or benefits and will be able to attend committee meetings one-half (1/2) hour after negotiations.

Section 29.4. Chief Negotiator. There shall be only one (1) spokesperson (the Chief Negotiator) for the parties, except that the Chief Negotiator may, on occasion, request a team member to address a specific issue.

Section 29.5. Data. All requests for data shall be in writing. Available and relevant data necessary for either party to adequately represent its interest will be furnished by the other party.

Section 29.6. Written Proposals/Materials. All formal proposals shall be in writing, and, if possible, all written proposals and materials shall be submitted in sufficient quantity to provide copies for each member of the other party's bargaining team.

Section 29.7. Meeting Notes. No mechanical recording devices shall be used during negotiating meetings. Each party will be responsible for taking its own notes.

Section 29.8. Caucus. A caucus may be called at any time during negotiations by the Chief Negotiator for either bargaining team.

Section 29.9. News Media/Public. Negotiating meetings shall not be open to the public, and all negotiations will be conducted in private. It is agreed that during the negotiation period neither party will issue, or cause to be issued, any statement to the news media. If, in the normal conduct of negotiations, such press releases should become necessary, the content thereof must be mutually acceptable.

Section 29.10. Economics. The parties agree that they will attempt to reach tentative agreement on all non-economic issues before the parties commence negotiations on the language regarding items of economic nature.

Section 29.11. Upon receiving the Union's initial proposals, the Employer will respond with written counterproposals at the next scheduled negotiating meeting, unless otherwise mutually agreed.

Section 29.12. Agreements.

A. Articles or, when appropriate, sections of articles, agreed to by the parties will be reduced to writing, duplicated, dated, and signed by the parties as tentative.

B. It is understood that such tentative agreements are not finally resolved, nor shall they be binding on either party, until such time as total agreement is reached on the entire Agreement.

C. After final tentative agreement is reached on all articles, the Union Bargaining Committee will present the Agreement to the membership of the bargaining unit for ratification within (5) workdays. If the Agreement is ratified, the Union shall notify the representative of the Mayor of the City of Celina, who shall present the Agreement to the City Council within fourteen (14) calendar days for ratification. In the event that the City Council fails to act on the Agreement within thirty (30) calendar days of receipt, the Agreement shall become effective on the thirty-first (31st) day following receipt. If either party rejects the Agreement, either in part or in its entirety, the parties may meet at least one (1) time to attempt to resolve the issues prior to declaring impasse. Such meeting shall occur not later than five (5) working days following notice of rejection to either party.

D. Upon ratification by the City Council and the bargaining unit, the Bargaining Committee will meet within ten (10) days to execute the Agreement by affixing signatures of the parties.

Section 29.13. Waiver, Modification, and Amendment. The provisions of these guidelines may be waived, modified, or amended by mutual consent of the parties.

ARTICLE 30
DURATION

Section 30.1. This Agreement represents the total negotiated provisions between the Employer and the Union. This Agreement shall be effective as of October 1, 2011, and shall remain in full force and effect through midnight, September 30, 2014. Economic items herein become effective January 1, 2012, except as otherwise provided.

Section 30.2. If either party desires to modify or amend this Agreement following its termination date, the party shall give written notice no later 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.

SIGNATURES

IN WITNESS WHEREOF, the parties placed their signature as of the 26th day of September, 2011 in acceptance of the terms and conditions herein:

FOR THE CITY OF CELINA:

Kent Bryan
Acting Safety-Service Director

Sharon LaRue
Mayor

Kevin M. McKinnan
Law Director

FOR THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL:

Barry Gray
Staff Representative

Sergeant James R. Stelzer
F.O.P. Committee Member

Officer Ronald D. Waltmire
F.O.P. Committee Member

Officer John E. Barker
F.O.P. Committee Member

APPENDIX A
POLICE UNIFORM LIST

5	Uniform pants
5	Uniform summer shirts
3	Uniform winter shirts
3	Turtleneck shirts
1	Winter coat
1	Windbreaker jacket w/liner
1	Mounty winter cap
1	Police 8 pt. cap with cloth, mesh covers
1	Gray tie
1 pr.	Dress gloves
1	Pants belt
1	Rain Coat
1	Rain Cover for hat
1 set	Collar brass
1	Tie clasp
1	Name Plate (with 1st initial and last name)
1	Whistle, hook, and chain
2	Police Patches per shirt and coat
1	Approved shoes or boots up to $75.00
1	Ballistic Vest

The employee will be expected to maintain the above list of uniform items.