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K27982

AGREEMENT

BETWEEN THE

CITY OF MARIETTA

AND

FOP/OHIO LABOR COUNCIL, INC.

EFFECTIVE

NOVEMBER 1, 2011 THROUGH OCTOBER 31, 2014

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ARTICLE 1
AGREEMENT

SECTION 1.1 PURPOSE.

This Agreement, entered into by the City of Marietta, Ohio, hereinafter referred to as the "City" and the Fraternal Order of Police, Ohio Labor Council, hereinafter referred to as the "Labor Council" has as its purpose the following:

To promote cooperation, and orderly, constructive and harmonious relations between the City, its Employees and the Labor Council. To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining units as defined herein.

To prevent interruptions of work and interference with the efficient operation of the Police Department.

To establish a procedure for the peaceful resolution of grievances.

This Agreement supersedes all previous Agreements (either written or oral) between the City, its Employees and the Labor Council.

SECTION 1.2 MODIFICATION OF AGREEMENT.

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

SECTION 1.3 SAVINGS CLAUSE.

Should any portion of this Agreement contained herein be declared invalid by operation of law, or by a court of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In addition, within twenty (20) calendar days following the effective date of such declaration of invalidity, the parties shall meet in an attempt to modify such provision to comply with the applicable law.

SECTION 1.4 PAST PRACTICE.

The City and Labor Council acknowledge that certain customs and practices presently exist with respect to the operation of the Police Department that are too detailed to be set forth herein. When those customs and practices fall within

Management Rights as set forth in Article IV herein the City agrees not to unilaterally alter them without notice to the Labor Council when practicable.

When those customs and practices do not fall within Management Rights as set forth in Article IV herein then the City agrees not to alter them without prior notice to the Labor Council and a meeting of the Labor-Management Committee to discuss those alterations should the Labor Council so request. If the proposed alteration violates any provision of this Agreement then it is subject to the Grievance Procedure.

ARTICLE 2
RECOGNITION

SECTION 2.1 RECOGNITION.

The City hereby recognizes the Fraternal Order of Police, Ohio Labor Council as the sole and exclusive bargaining agent for the purpose of collective bargaining of all wages, hours and other terms and conditions of employment for all full-time, non-probationary employees that have been certified by the State Employment Relations Board in the following units:

Unit A - Sergeants
Unit B - Patrol Officers and Detectives
Unit C - Dispatchers
Unit D – Clerks, Record Administrator and Assistant Record Administrator

The parties agree to file a joint motion with the State Employment Relations Board to amend the certifications to add the record administrator and assistant record administrator to Unit D and eliminate Unit E.

SECTION 2.2 EXCLUSIONS.

All positions and classifications not specifically established herein as being included in a bargaining unit shall be excluded from all bargaining units.

SECTION 2.3 SINGLE AGREEMENT.

It is understood that this agreement is a multiple unit agreement, entered into voluntarily by the parties and that no future obligation exists that would require the parties to bargain for these units in separate negotiations.

SECTION 2.4 COVERAGE.

All articles of this agreement shall cover all classifications within the above bargaining units unless otherwise excluded by the specific language within a specific article.

SECTION 2.5 NEW POSITIONS.

In the event that a new position is created within the Police Department, the City shall determine whether the new position will be included in or excluded from the bargaining units and shall so advise the Labor Council. If there is any dispute as to the City's determination of bargaining unit status, the parties will meet to attempt to resolve their disagreement. If the parties agree on the determination, it shall be implemented as agreed. If the parties still do not agree, the City shall implement its determination, subject to challenge by the Labor Council through the grievance and arbitration procedure.

ARTICLE 3
SECURITY

SECTION 3.1 DUES DEDUCTIONS.

The City agrees to deduct Labor Council membership dues in an amount certified to be correct by the Labor Council to the City from the pay of those members who individually request in writing that such deductions be made. The City agrees also to deduct initiation fees and assessments in an amount certified to be correct by the Labor Council to the City from the pay of appropriate Labor Council members.

All such deductions shall be made from the first and second pay period of each month (divided equally) and the City agrees to send to the Ohio Labor Council, 222 E. Town Street, Columbus, Ohio 43215, once each calendar month a check in the aggregate amount of the deductions made for that calendar month together with a list of members from whom such deductions were made.

Nothing herein shall prohibit any member from submitting dues payments directly to the Labor Council. Any member may withdraw authorization for dues deduction by the City by directing his request in writing to the City Auditor. No other employee organization's dues shall be deducted from the pay of any bargaining unit member during the term of this Agreement.

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

1. Resignation or discharge of the employee;
2. Transfer of the employee from the bargaining unit;
3. Revocation by the employee of the written request for dues deduction;
4. Participation by the employee in any unlawful strike-related activity;
5. Expiration of this Agreement.

SECTION 3.2 FAIR SHARE FEE.

(A) Any employee, both present and future, who is not a member of the Labor Council, shall pay a monthly fair share fee by payroll deduction. The Labor Council shall annually notify the City of the amount of such fee which is shall not exceed the amount of dues paid by Labor Council members. New employees may request a sixty (60) day stay from their date of hire in order to file with the State Employment Relations Board for an exemption. Any such deduction shall be subject to the provisions set forth in ORC Section 4117.09. Nothing in this Section shall be construed as requiring any employee to become a member of the Labor Council. All fees deducted by the City shall be forwarded to the Labor Council pursuant to Section 3.1 hereof.

(B) It is further agreed that the Council shall defend and save the City, its officers and employees harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or be by reason of action taken or not taken by the City, its officers and/or employees in fulfilling the obligations imposed on the City under Sections 3.1 and 3.2 hereof, except for failure to forward deducted dues per Section 3.1.

SECTION 3.3 BULLETIN BOARDS.

The City shall provide in the basement lunch room at the Marietta Police Department a locked bulletin board for the exclusive use of the Labor Council. The keys to such board shall be provided to Labor Council officials, who shall be responsible for posting and/or approving the posting of notices thereon which employees may read when reporting to or leaving their work stations, or during their free time. The minimum size of the bulletin board shall be two (2) feet by four (4) feet. All notices or literature posted does not first have to be approved by the City or the Chief of Police.

The Labor Council agrees that no notices will be placed on the bulletin board which contain:

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

SECTION 3.4 BALLOT BOX.

The Labor Council shall be permitted, upon prior written notification to the Chief of Police, to place a ballot box at Department Headquarters break room for the purpose of collecting members' ballots on all Labor Council issues subject to ballot. Such box shall be the property of the Labor Council and neither the ballot box nor its contents shall be subject to the City's review. Such balloting shall be limited to no more than six (6) times per year and shall not interfere with work activities.

SECTION 3.5 USE OF DEPARTMENTAL MAIL BOXES.

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

business and which specifies the name of a bargaining unit member shall not be opened.

SECTION 3.6 REPRESENTATION.

The City agrees that no more than two (2) professional staff of the Labor Council shall be admitted to the City's facilities and work sites during working hours upon two (2) days written notice to the City. Such visitations may be for the purpose of ascertaining whether or not this Agreement is being observed by the parties, to participate with the City in the discussion of problems, to process and participate in the adjustment of grievances, and to attend other meetings. The Labor Council agrees that such activities shall not interfere with the normal work duties of employees except to the extent authorized by a specific provision in the Agreement.

SECTION 3.7 PLACE FOR MEETINGS.

Meetings of the Committees of the Labor Council will be permitted on City property when and where work is not interrupted by such meetings and when such meetings are not held during the regularly scheduled duty hours of the participants on the day in question. Committees shall not consist of more than five (5) members and shall meet as necessary to administer this agreement.

ARTICLE 4
MANAGEMENT RIGHTS

SECTION 4.1 MANAGEMENT RIGHTS.

The Labor Council recognizes and accepts the right and authority of the City to determine matters of inherent managerial policy which include but are not limited areas of discretion or policy such as:

A. To determine the functions and programs of the Department;
B. To determine the standards of services to be delivered;
C. To determine the overall budget;
D. To determine how technology may be utilized to improve the Department's operation;
E. To determine the Department's organizational structure;
F. To direct, supervise, evaluate or hire employees;
G. To maintain and improve the efficiency and effectiveness of the Department's operation;
H. To determine the overall methods, process, means or personnel by which the Department's operations are to be conducted;
I. To suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
J. To determine the adequacy of the work force;
K. To determine the overall mission of the Department as a unit of government;
L. To effectively manage the work force and;
M. To take actions necessary to carry out the mission of the Department as a governmental unit.

The Labor Council recognizes and accepts that all rights and responsibilities of the City not modified by this Agreement shall remain the exclusive function of the City.

ARTICLE 5
NON-DISCRIMINATION

SECTION 5.1 DISCRIMINATION.

Neither party will discriminate for or against any bargaining unit employee on the basis of age, sex, race, color, creed, marital status, national origin, handicap, political affiliation, affiliation with or non-affiliation with the Labor Council. The Labor Council shall share equally with the City the responsibility for applying this provision of the Agreement.

SECTIONS 5.2 GENDER PLURALS.

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

ARTICLE 6
LABOR COUNCIL RELEASE TIME

SECTION 6.1 LABOR COUNCIL BUSINESS.

The Labor Council President or his designee and an additional Labor Council representative shall be granted time off without loss of pay or benefits up to a maximum of twenty-four (24) hours per year for the duration of this Agreement to perform Labor Council functions.

SECTION 6.2 CONDITION OF RELEASE.

As a condition for the use of release time under Section 6.1 hereof, the Labor Council President shall provide a written request to the Chief of Police at least seven (7) days in advance of the date upon which he desires he or his designee to utilize any release time in excess of four (4) hours, and at least three (3) days advance written notice of a desire to use in excess of one (1) hour. The Chief shall not withhold permission for the utilization of release time hereunder except in the event that to do so would create a staffing problem or in the event of an emergency.

SECTION 6.3 CONVENTIONS.

The Labor Council President or his designee and an additional Labor Council representative shall be granted time off without loss of pay or benefits to attend the annual state convention. The employee so released shall be marked on special assignment for one day and be allowed to change his days off for that week to provide for three (3) consecutive days off. The changing of days off shall be by trading with another member whenever possible. Such release time shall be requested in writing fourteen (14) days in advance. If such release time would contribute to the payment of overtime to an employee, employees will trade shift assignments for the week in question to avoid overtime or the Labor Council will pay for the overtime to the extent that the release time contributed to overtime, at the Labor Council's option.

ARTICLE 7
NO STRIKE-NO LOCKOUT

SECTION 7.1 NO STRIKE.

Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, including resolution by an impartial third party, the City and the Labor Council recognize their mutual responsibility to provide for uninterrupted services to the citizens of Marietta. Therefore;

The Labor Council agrees that neither it, its officers, agents, representatives or any employees covered by this Agreement will authorize, instigate, cause, aid, condone or participate in any strike or work stoppage for the duration of this Agreement. When the City notifies the Labor Council by telephone, verified by certified mail, that any employee covered by this Agreement is engaged in any strike activity, the Labor Council shall immediately order such employee to return to work. If the Labor Council notifies striking employees that they are required to return to work and they refuse, then become subject to the provisions of Section 4117.01, of the Ohio Revised Code.

SECTION 7.2 NO LOCKOUT.

The City agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Labor Council as a result of a labor dispute with the Labor Council provided the Labor Council members are not in violation of section 7.1 of this article.

ARTICLE 8
GRIEVANCE PROCEDURE

SECTION 8.1 PURPOSE.

The City, the Labor Council and the bargaining units recognize that in the interest of effective personnel management, a procedure is necessary whereby employees can be assured of a prompt, impartial and fair processing of their grievances.

The purpose of this procedure is to secure, at the lowest level administrator having authority to resolve the grievance, equitable solutions to grievances. All parties agree that grievances will be kept confidential, except where the parties agree otherwise.

SECTION 8.2 DEFINITIONS.

"Administration" shall mean those employees in management positions that are excluded from the bargaining units.

"Chief" shall mean the Chief of the Marietta City Police Department. In the event the Chief is absent, the Captain may take his place.

"Days" shall be defined as calendar days. Holidays and pre-scheduled approved leaves shall not be counted in this procedure.

"Grievance" shall mean a claim by an employee(s) that there has been a violation, misinterpretation or misapplication of this Agreement which does not impinge upon the prerogatives of the administration or management rights.

"Grievant" shall mean an employee(s) initiating a grievance.

SECTION 8.3 RIGHTS OF THE GRIEVANT AND THE ASSOCIATION.

A grievant may at his sole discretion be accompanied at all steps of the grievance procedure by a representative of the Labor Council, however, the City shall notify the Labor Council of a grievance filed by a grievant who does not desire to be accompanied by a Labor Council representative.

A grievance may be brought by any employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one (1) employee, who may be an authorized grievance representative, may be designated by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance, except those employees who may be on an approved leave at the time of filing the grievance.

SECTION 8.4 TIME LIMITS.

Grievances shall be processed as expeditiously as possible. The number of days indicated at each step in the procedure shall be the maximum. A grievant must present a grievance within ten (10) days of the time when he knew or should have known of the occurrence of the act or conditions on which the grievance is based.

If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis the disposition at that step and further appeal shall be barred.

Failure at any step of these procedures to communicate the Administration's decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

To the end of encouraging thoughtful responses at each Step, the grievant and the Administration's designated representative may mutually agree, at any Step to short time extensions, but any such agreement must be in writing and signed by both the parties. Similarly, any Step in the grievance procedure may be skipped on any grievance by mutual consent in writing.

All notices of hearing, dispositions of grievances, written grievances, and appeals shall be in writing and hand delivered or mailed by certified mail, return receipt requested.

Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

SECTION 8.5 REPRESENTATIVES.

The Labor Council shall notify the Chief in writing of the names of the grievance representatives within thirty (30) days of their appointment.

The authorized functions of the grievance chairman, and a named alternate who shall serve as grievance chairman in the absence or unavailability of the grievance chairman, shall include the following:

A. Representing the employee in investigating and processing grievances;
B. Replacing a grievance representative who is absent or unavailable;
C. General supervision and coordination of grievances in process on behalf of the Labor Council and of Grievance Representatives;
D. Act as liaison between the employer's representative and the Labor Council matters concerning grievances and this procedure.

The grievance chairman or his alternate shall be allowed to attend one (1) grievance seminar per calendar year to help develop skills in this area. This release time shall not exceed two (2) days. The Chairman or alternate shall make a good faith effort to trade days off in order to attend seminars.

The grievance chairman shall be released from his normal duties, upon approval of the Chief, to participate in the aforementioned duties without loss of pay or benefits. Such approval will not be unreasonably withheld, and the withholding of such approval shall result in an automatic, equivalent extension of time limits within which a grievant must appeal his grievance or have it heard. The grievance chairman shall notify his supervisor in advance of such duties.

Upon advance written notification (twenty-four hours) either party may bring in additional representatives to Steps of the grievance procedure for the purpose of representation or to provide input which may be beneficial in attempting to bring resolution to the grievance.

If such release time would contribute to the payment of overtime to an employee, employees will trade shift assignments for the week in question to avoid overtime or the Labor Council will pay for the overtime to the extent that the release time contributed to overtime, at the Labor Council's option.

SECTION 8.6 GRIEVANCE PROCEDURE.

A. Informal Procedure:

A grievance shall first be presented to the officer's immediate supervisor in an attempt to resolve the problem. If the grievant desires Labor Council representation, he shall submit the grievance to the Labor Council Grievance Committee for determination.

B. Formal Procedure.

Step 1:

If the grievance is not resolved within seven (7) days of the informal claim, it may be pursued further by submitting a completed Grievance Report Form, Step 1, in triplicate. Copies of this form shall be submitted by the grievant to the Chief. Within seven (7) days of the receipt of the Grievance Report Form, the Chief shall meet with the grievants. The Chief shall write a disposition of the grievance within seven (7) days after such meeting by completing Step 1 of the Grievance Report Form and forwarding a copy to the grievant and the Safety-Service Director.

Step 2:

If the grievant is not satisfied with the disposition of the grievance in Step 1, the grievant shall, within seven (7) days of such disposition, complete Grievance Report Form, Step 2, and submit same to the Safety-Service Director or his designee, who shall within seven (7) days meet with the grievant. Within seven (7) days of this meeting, the Safety-Service Director or his designee shall write his disposition of the grievance, by completing his portion, forwarding a copy to the grievant, the Labor Council and the Chief.

Step 3:

If the Labor Council is not satisfied with the disposition of the grievance at Step 2, the Labor Council may request a hearing before an arbitrator by notifying the City of its intent to proceed to arbitration within Twenty-one (21) days following either the receipt of the disposition of the grievance or from the date upon which the last step response should have been forthcoming. The request for arbitration shall be by certified mail with return receipt requested to the Safety-Service Director. Within seven (7) days following receipt of the request for arbitration, the Safety-Service Director or a designated representative and the Labor Council (Grievant) shall mutually petition on the Federal Mediation and Conciliation Service, and if unavailable or unwilling to serve then the American Arbitration Association to provide both parties with a list of names from which an arbitrator will be selected by the alternate strike method. Either party may request a second list of arbitrators.

THE ARBITRATION

The arbitrator shall hold the necessary hearing promptly and issue a decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the City, the Labor Council and the grievant.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract, nor add to, detract from or modify the language therein in arriving at a decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall confine himself to the issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching his decision.

The arbitrator shall in no way interfere with applicable law, and rules and regulations having the force and effect of law, nor render a decision which conflicts with Federal or State law.

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 costs of the arbitrator shall be shared equally by the parties.

SECTION 8.7 MISCELLANEOUS.

A. Nothing contained in this procedure shall be construed as limiting the individual right of the employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.

B. In the event the Labor Council determines, at any level of the grievance procedure that a grievance should not be carried further, the grievant may continue the procedure but shall be liable for any expense incurred thereafter in such proceedings.

C. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

D. Grievances may be processed without fear of reprisal by either party to this contract, or by any participant in the grievance.

E. No employee may be represented in this grievance procedure by any Union organization other than the Fraternal Order of Police, Ohio Labor Council, Inc. or its affiliates.

F. No records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants in this procedure.

G. The forms for processing grievances shall be made available through the Chief's Office, the Safety-Service Director's Office and the Labor Council.

ARTICLE 9
LAYOFF AND RECALL

SECTION 9.1 SENIORITY LIST.

A seniority list for the bargaining units shall be kept by the City and shall be updated yearly. A copy shall be available for inspection in a location designated by the Director.

SECTION 9.2 LAYOFF NOTIFICATION.

When the City determines that a layoff or job abolishment is necessary, they shall notify the affected employees ten (10) working days in advance of the effective date of the layoff or job abolishment. The City, upon request from the Labor Council, agrees to discuss with representatives of the Labor Council the impact of the layoff on bargaining unit employees.

SECTION 9.3 LAYOFF.

The City 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 order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. In the event two (2) or more employees began work on the same day, their respective appointment times shall determine seniority listing.

All temporary, intermittent, part-time and seasonal employees of the department will be laid off before members of the bargaining units.

SECTION 9.4 RIGHTS.

Seniority rights shall be within the classification, from the date of entry into the classification, with the following exception. Police officers with the rank of Sergeant will have the right to bump into the lower Patrol Officer classification if their seniority qualifies.

SECTION 9.5 RECALL.

When employees are laid off, the City shall create a recall list for each classification. The City shall recall employees from layoff within each classification as needed. The City 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. An employee shall be eligible for recall for a period of one (1) year after the effective date of the layoff.

When the City recalls persons from the list, they shall be recalled to their previous classification, but not necessarily to the shift on which they were working when laid off.

If a Sergeant has bumped back into the Patrol Officer classification, he shall be reinstated to a vacancy in his prior rank before any laid off employee shall be reinstated to a position in that rank.

SECTION 9.6 RECALL NOTIFICATION.

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

SECTION 9.7 TIME LIMITS.

The recalled employee shall have ten (10) calendar days following the date of mailing of the recall notice to notify the City of his intention to return to work and shall have twenty-four (24) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

All members of the bargaining units with recall rights must be given the right to reinstatement before any temporary, intermittent, part-time, seasonal or other full-time employees may be rehired in the Police Department.

SECTION 9.8 PROBATIONARY PERIOD.

Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probation period at the effective date of their layoff shall be required to finish such probationary period.

ARTICLE 10
ORDINANCES, RULES AND REGULATIONS

SECTION 10.1 ORDINANCES.

The City agrees upon request to forward to the Labor Council with a copy of any ordinance pertaining to the Police Department which is pending before the Marietta City Council.

SECTION 10.2 RULES AND REGULATIONS.

To the extent possible the City agrees that amendments to the Rules and Regulations shall be provided to all members of the bargaining unit in written form seven days in advance of their implementation. The Labor Council or any member of the bargaining unit may request a meeting of the Labor-Management Committee to seek clarification or to present alternative viewpoints with respect to such amendments.

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

Nothing herein shall be construed in any manner as a limitation on the City's right to alter its work rules, policies or directives.

ARTICLE 11
INVESTIGATIONS AND DISCIPLINE

SECTION 11.1 INTERNAL INVESTIGATIONS

A. Any internal investigations shall be conducted by sworn Marietta Police Department employees of command or supervisory rank. Any employee who is to be questioned as a suspect in any investigations where criminal charges may result, shall be advised of his constitutional rights in accordance with the law. Any investigation conducted by other than sworn Marietta Police Department employees shall be considered criminal investigations.

B. Before an employee may be charged with insubordination for failure to answer questions or for failure to participate in an investigation, he shall be advised that such conduct, if continue, may be the basis for such a charge. During interviews where an action of record may occur, if an employee desires, he shall be given a reasonable opportunity up to twenty-four (24) hours to consult with an appropriate Labor Council representative and/or an attorney and have them present in the interview before being required to answer questions.

C. Any interrogation, questioning, or interviewing of an employee will be conducted at hours reasonably related to his shift, preferably during, or immediately before or immediately after his working hours. Interrogation sessions shall be reasonable periods of time, and time shall be allowed during such questioning for rest periods and attendance to other physical necessities.

D. Either party may make audio tapes of interrogation sessions should they so desire. However, neither party is required to make tapes and unavailability of taping equipment or inability of either party to make audio tapes shall not serve as a basis for postponement of interrogation sessions.

E. When any anonymous complaint is made against an employee and if after an investigation there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded and no further action will be taken.

F. Any employee, who is charged with violating Department Rules and Regulations will be provided access to transcripts, reports, records, lists, written statements and tapes pertinent to the case if such have been shown to an outside complainant in the case and/or are to be used in the Department hearing on the charge involved.

G. Any employee who has been under investigation shall be informed, in writing, of the outcome of the case at the conclusion of the investigation. All investigations, except those concerning felony charges, shall be completed within forty (40) work days of the filing of the complaint.

H. The employee shall be informed of the nature of the investigation prior to questioning. At any time an investigation concerning an employee occurs wherein disciplinary action of record, suspension, reduction, or removal will or may result, the employee will be notified when he is first questioned, that such result is possible.

I. The City shall not in the course of an investigation obtain evidence through the use of threats, coercion or promises.

J. In the course of internal investigations, a bargaining unit member may be given a polygraph examination only if the member is within the primary focus of the investigation, a known witness to an incident which precipitates the investigation, or at the member's written request directly to the Chief of Police. Polygraph examinations shall be administered by a mutually agreed polygraph examiner certified by a school accredited by the American Polygraph Council, provided that the polygraph examiner is from an outside agency and has no interest in the proceedings. No polygraph examination may be given in an incident that could not amount to a violation of law, unless requested by the member. No polygraph examination may be given without the advance permission of the Director. The results of this examination shall not be used in any subsequent criminal action unless agreed to by both parties prior to the giving of such examination.

SECTION 11.2 DISCIPLINARY PROCEDURE.

A. No employee shall be reduced in pay or position, suspended or removed except for just cause.

B. Except in instances where the employee is found guilty of gross misconduct, the City shall apply discipline in a progressive, corrective, and uniform manner. Normal progressive discipline shall consist of an oral warning, written reprimand, short term suspension, and either a long term suspension, demotion or discharge.

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

D. The City agrees not to suspend, demote or discharge an employee without first conducting a hearing. This hearing is to be held between the

City, the employee, and a Labor Council representative if the employee so desires. Hearing when practical shall be conducted at hours reasonably related to the employee's shift, such as during, immediately before or immediately after his working hours.

E. The City agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

ARTICLE 12
PERSONNEL FILE

SECTION 12.1 PERSONNEL FILE.

There shall be only one (1) official personnel file and it shall be maintained in the office of the Director.

A. Every member shall be allowed to review his/her personnel files at any reasonable time upon written request which can be waived by Director. A member may also authorize his or her attorney to review the personnel files. Such request shall be made to the Director and review of the file shall be made in the presence of the Director or his designated representative.

No information in a member's personnel file will be shared with anyone outside the Department and City Administration, except name, place of employment, dates of employment, job classification and pay range without a written request for additional specific information. A member shall be notified immediately of a request by someone outside the Department and City Administration to view items in his file in order to allow such member a chance to make sure his file is in compliance with the Agreement.

B. Any member may copy documents in their file. The City may levy a charge for such copying, which charge shall bear a reasonable relationship to actual costs.

C. If upon examining his personnel file, any member has reason to believe that there are inaccuracies in documents contained therein, the member may write a memorandum to the Director explaining the alleged inaccuracy. If the Director concurs with the member's contentions, he shall remove the faulty document. If the Director disagrees with the member's contention, he shall attach the memorandum to the document in the file and note thereon his disagreement with the memorandum's contents. To the extent applicable the provisions of this section shall serve as a substitute for the provisions of Chapter 1347 O.R.C.

D. No document which does not include as part of its normal distribution a copy to the member, or which does not originate with the member, shall be placed in the personnel file unless the member is simultaneously provided a copy. Anonymous material shall never be placed in a member's personnel file. An employee's signature on a document shall mean he has seen the document and not that he agrees with its contents unless it is so stated on the document.

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

Records of suspension, demotion or discharge shall cease to have force and effect or be considered in future discipline matters three years after their effective date, providing there are not intervening disciplinary actions taken during that time period. Upon request of the employee, outdated disciplinary records shall be removed from the personnel file.

F. The Chief may retain private written notes of a supervisor to document an oral reprimand, but such notes shall not be placed in a member's file or other official records of the City.

G. In any case in which an action of record is disaffirmed through the Grievance Procedure, by the Director, by the Civil Service Commission, and/or by a court of competent jurisdiction, the member's personnel file shall clearly reflect such disaffirmance and the material removed.

ARTICLE 13
LABOR/MANAGEMENT MEETINGS

SECTION 13.1 ATTENDANCE.

In the interest of sound Labor/Management relations, the Labor Council and the City will meet at agreeable dates and times for the purpose of discussing those matters outlined in Section 2 below. Meetings held within this Article will be scheduled once every three (3) months unless matters of an urgent nature require additional meetings. No more than four (4) employee representatives of the Labor Council, three (3) representatives of the City and one (1) non-employee representative of the Labor Council shall be permitted to attend such meetings. The Chief shall be a member of the City Committee. Other persons may be brought to the meeting by mutual agreement.

SECTION 13.2 MEETINGS.

If a party specifically requests a meeting, they shall furnish an agenda to the Labor Management Committee members who will be attending. Subjects that may be discussed at these meetings shall include (but not be limited to) the items listed below:

A. discuss the administration of this Agreement;

B. notify the Labor Council of changes made by the City which may affect bargaining unit members;

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

D. disseminate general information of interest to the parties;

E. give the Labor Council representative the opportunity to share the view of their members and/or suggestions on subjects of interest to their members;

F. discuss ways to improve efficiency and work performance; and

G. consider and discuss health, safety and training matters.

SECTION 13.3 REPORTS.

Labor Council employee representatives attending Labor/Management meetings shall not suffer a loss in pay for hours spent in such meetings, if held during the employee's regular scheduled hours of work.

Written responses promised by the representatives during such meetings to items raised representatives will be submitted to the top representative of each party, who attended such meeting within five (5) calendar days after such meeting, unless the parties mutually agree to a time extension.

ARTICLE 14
EQUIPMENT, TRAINING AND WORKING CONDITIONS

SECTION 14.1 SAFETY POLICY.

The City agrees to maintain in safe working conditions all facilities, vehicles and equipment furnished by the City to carry out the duties of each bargaining unit position, but reserves the right to determine what those facilities, vehicles and equipment shall be. The Labor Council agrees to work cooperatively in maintaining safety in the Marietta Police Department.

SECTION 14.2 SAFE EQUIPMENT.

The City agrees to discuss safety conditions and practices with the employees and the Labor Council. Employees are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for facilities, vehicles, supplies, and equipment provided by the City.

Duty ammunition and ammunition in cruisers shall be replaced every six (6)months with new ammunition.

SECTION 14.3 TRAINING.

The City agrees to supply training, equipment and materials for such training as is required by the State or City as a condition of employment.

Memos regarding updates in the law which are sent to the Chief from the Law Director shall also be sent to the Labor Management Committee for discussion at the next regular meeting.

SECTION 14.4 FIRING RANGE.

Police officers shall qualify or train on the firing range at least two (2) times each year. The dates for qualification shall be set by the Chief. Each officer shall qualify with the weapons to be carried on duty. Officers shall be allowed to voluntarily attend practice sessions at times when range officers are available outside the qualification times.

SECTION 14.5 RANGE COSTS.

The City shall assume the cost of range expenses for regular police officers covered by this Agreement for qualifying as required in Section 14.4.

SECTION 14.6 LUNCH PERIOD.

Each employee of Units A, B and C working a twelve hour workday as more fully defined in Article 17, shall be granted two, one-half (1/2) hour paid meal periods during each regular work shift. All other employees shall be granted a one-half (1/2) hour paid meal period during each regular work shift. Except for a call requiring immediate action, the employee's lunch break shall not be interrupted.

ARTICLE 15
SENIORITY

SECTION 15.1 DEFINITION.

Seniority shall be defined as the length of total accumulated continuous service with the Marietta Police Department. Approved leaves of absence shall not be considered a break in continuous service.

SECTION 15.2 ASSIGNMENTS.

When all other objective criteria are equal, as determined by the Chief, seniority will be the deciding factor in making zone assignments. Shift or zone assignments shall not be used as a disciplinary measure.

ARTICLE 16
MISCELLANEOUS (NON-ECONOMIC)

SECTION 16.1 INCIDENTAL DUTIES.

It is understood by both parties that every incidental duty and responsibility connected with a position is not always specifically enumerated in a job description. Nevertheless, it is intended that other police-related duties shall be performed by the employee as required within their normal function within the Department.

SECTION 16.2 DEPARTMENTAL VISITATION.

Members of the Marietta Police Department shall be allowed to stop in the Marietta Police Department at any time off duty so long as their presence does not disrupt the shift. Under no circumstances shall any member be allowed or required to donate or volunteer any work time.

SECTION 16.3 RESIDENCY.

All employees of the Marietta Police Department shall reside within Washington County or contiguous counties in Ohio and West Virginia_or shall meet such residence requirement within six (6) months of appointment.

Violation of this provision of this article by an employee of the Marietta City Police Department shall be grounds for disciplinary action determined by the City's Director of Public Safety and Service.

SECTION 16.4 EVALUATIONS.

No changes will be made to a member's evaluation after the member has signed the evaluation form. Members will be provided a free copy of each evaluation upon request.

SECTION 16.5 PAY CHECKS.

Paychecks will not be withheld from employees for reasons other than the failure to submit payroll related documents such as sick leave forms.

SECTION 16.6 SPECIAL DUTY.

Rate of Pay: A member shall be permitted to work special duty assignments so long as any such special duty does not conflict with his or her regular work schedule. The rate of compensation for special duty shall be no less than twenty-five dollars ($25) per hour while working for a non-profit or charitable employer and not less than forty dollars ($40) per hour for all others with a minimum of two (2) hours show-up required.

Authority: Although a special duty officer is an independent contractor with the requesting organization or party, he or she will have the special authority of a police officer to carry firearms and exercise law enforcement powers. A member shall be entitled to use City uniforms and equipment, but with on-duty personnel having priority for use of equipment, while performing special duty assignments. The parties recognize that in exercising law enforcement powers the special duty officer is acting in the course of employment with the City.

Conduct: While on special duty assignment, a member shall perform such assignment subject to the wishes of the special duty Employer, except that the member is bound by Departmental rules and regulations and procedures governing the duty and responsibilities and good conduct of police service. A member shall not perform any act that would demean the Department or the uniform, nor be contrary to law or official Departmental Directives. In the event of an emergency declared in accordance with Departmental Policies and/or Directives, or in the event a member is required to perform in an arrest situation, the member will revert to on-duty status. A member shall obey orders issued by supervisory personnel. The working of a special duty assignment does not relieve a member from taking appropriate police action when confronted with a situation requiring such action.

Administration: The Chief of Police, or his designee, shall administer the special duty program according to the following criteria:

A. All special duty assignments shall be offered to members who sign up on a fair and equitable basis with no preference shown to any individual. A copy of the special duty roster, updated weekly, shall be maintained and posted. This roster shall include a list of employees eligible for such special duty and an updated total of the hours worked. The Brinks special duty shall count as two (2) hours per day. Errors in the distribution of special duty opportunities shall be corrected at the next opportunity for special duty. No member shall be permitted to work special duty assignments until he has obtained an Ohio Peace Officer training course certificate and has satisfactorily completed the Department Field Training Program. Members not available for regular duty may not work special duty assignments.

B. Once a member has accepted a special duty assignment, he shall be responsible for insuring that he reports to that assignment in a timely manner, prepared for duty. If a member should wish to cancel out of a special duty assignment that he has accepted, it is his responsibility to find a replacement and insure that the assignment has been filled. Any violations of this provision or of other rules pertaining to special duty, as determined by the Chief, shall make the officer subject to removal from the special duty roster for a period of time as is determined by the Chief of Police to be appropriate.

C. Members desiring to work a special duty assignment during a scheduled tour of duty may request vacation time or compensated time off to work such assignment. Any such request for leave shall be processed and

granted subject to the same criteria as any other request for leave if the request does not involve the paying of overtime to another member to cover the vacancy created by such leave or violate any other provision of this contract.

D. During emergency circumstances (such as scheduled employee calling off sick from a special duty assignment, etc.), or when a request for special duty is received on short notice (less than 24 hours prior to reporting time), the individual administering the special duty program may fill the vacancy by assignment to the most available member after making good faith attempt to comply with the provisions of the Article.

E. Members shall not be deprived of the special duty assignments because they have used any article or procedures set forth in this contract.

F. Any member that has called off sick shall not be allowed to work special duty assignments during that calendar day.

G. Miscellaneous. This Section 16.6 shall become null and void if the City is required to pay an overtime rate for special duty officers.

ARTICLE 17
HOURS OF WORK AND OVERTIME

SECTION 17.1 INTENT.

This article is intended to define the hours of a workday, hours of a workweek and to define the basis for the calculation of overtime.

SECTION 17.2 WORKDAY AND WORKWEEK.

A. Except for those employees covered under Section B below a workday for Unit D shall consist of eight (8) consecutive work hours during a scheduled work shift, typically Monday through Friday at hours scheduled by the City.

B. A workday for street/uniformed sergeants, patrol officers and dispatchers of Units A, B, and C shall consist of twelve (12) consecutive work hours during a scheduled work shift with work shifts based on a 14 day duty cycle with an average work week of 42 hours adjusted to 40 hours by the use of a Kelly day every six weeks. The format for the schedule to be used is attached hereto as Exhibit A. Plain clothes detectives and those to whom the Chief of Police makes special assignments, such as the DARE and SRO, shall by mutual agreement of both parties be governed by Section A above.

C. For the applicable employees in Units A, B, and C Kelly time will be accumulated at the rate of four (4) hours per 14 day cycle while in active pay status as defined in Section 22.2(I). Selection of Kelly days will be by seniority after the departmentally completed selection of vacation scheduling. In so far as practicable, Kelly time will be scheduled and used within each three (3) pay cycle intervals as outlined in the attached calendar (Exhibit 2). Any Kelly time un-schedulable as above shall be banked to be used as early as practicable.

SECTION 17.3 OVERTIME.

All hours worked in excess of the employee's standard workday or work week, as set forth in Section 17.2 above, shall be paid at one and one-half (1-1/2) times the employee's regular straight-time hourly rate. Members will have the option of having their earned overtime placed in a compensatory time bank to be taken at a later time. Hours worked include all hours on paid leave.

The workweek shall be computed between 7:00 A.M. on Sunday of each calendar week and 7:00 A.M. the following Sunday. Employees may not be rescheduled after the start of the workweek for the purpose of avoidance of overtime.

However, the Chief by mutual agreement with the affected investigators may change the investigators' schedules within a week if it is in the City's best interest.

SECTION 17.4 CALL-IN PAY.

"Call-in" occurs when any supervisor specifically requests an employee return to work after completion of his regular schedule but before he is scheduled to return to work.

When an employee is called in, he shall be paid at the appropriate overtime hourly rate for the time worked but no less than two and one half (2 ½) hours for such call-in.

SECTION 17.5 COURT TIME.

For each appearance, while off duty, employees shall be paid at the appropriate overtime hourly rate for the actual hours at court but no less than three (3) hours for such appearance.

SECTION 17.6 STANDBY PAY.

An employee is to be paid for standby time under the terms of the Fair Labor Standards Act.

SECTION 17.7 WORK SCHEDULE.

An employee's work schedule is defined as the employee's regular shift assignment. Except for emergencies, the schedule of regular shift assignments for a particular month will be posted at least three (3) months in advance.

SECTION 17.8 OVERTIME OPPORTUNITIES.

A. The Administration shall rotate scheduled overtime opportunities among qualified full-time employees who normally perform the work that is being assigned. The Administration shall post and maintain an overtime roster on the special duty board in briefing area. This roster shall be updated weekly with a list of employees eligible for such overtime and the total of hours worked and hours refused by each employee. Employees who show up for scheduled overtime shall receive one and one-half (1 ½) times their regular rate of pay for actual hours worked but no less than two and one half (2 ½) hours for each show up. Errors in the distribution of overtime opportunities shall be corrected at the next opportunity for overtime.

B. An employee who refuses an overtime assignment shall be credited with the amount of overtime refused but will be charged with no less than two

(2) hours. Refusal of such overtime opportunities must be by the affected employee or the employee's spouse.

SECTION 17.9 PYRAMIDING.

There shall be no pyramiding of pay for the same hours worked.

SECTION 17.10 COMPENSATORY TIME ACCUMULATION AND USE.

Members may accumulate no more than one hundred and twenty (120) hours in a compensatory time bank. The use of such compensatory time will be taken at the discretion of the Employer. Compensatory time must be used within six months or it will be paid as cash. The employee may also submit a letter to the Chief of Police to be paid for time accrued in the employee's compensatory time bank at any time.

Compensatory time may be taken in one-quarter (1/4) hour increments.

ARTICLE 18
WAGES

SECTION 18.1 WAGE STEPS

The following are wage scales for full-time employees covered by this agreement. The 2011 wage rates shall remain in effect until such time as modified by agreement or other terms of this Agreement.

A. 2011

	Start	After 1 year	After 2 years	After 3 years	After 4 years
Clerk	$11.56	$12.45	$13.37	$14.31	$15.44
Assistant Records Administrator	$11.92	$12.91	$13.39	$14.38	$15.57
Records Administrator	$13.88	$15.41	$16.05	$16.84	$17.53
Dispatcher	$14.44	$15.75	$17.03	$18.32	$19.65
Police Officer	$17.22	$18.89	$20.53	$22.21	$23.95
Sergeant	$27.08				

At the sole discretion of the appointing authority, a bargaining unit member may receive starting pay at a step other than the start step, if, at the time the bargaining unit member becomes employed by the Department, he or she has previous experience in their position with the Department, and has obtained all other certification necessary for their position with the Department.

SECTION 18.2 ADVANCEMENT.

The City shall advance an employee to the next highest pay step following one (1) year's service in each step.

SECTION 18.3 SHIFT DIFFERENTIAL.

A member of the bargaining unit who works an eight (8) hour shift and who is at the top pay step of the unit and who works the majority of his shift after 1:00 p.m. and before 6:00 a.m. shall be paid a shift differential of forty-five cents ($.45) per hour.

A member of the bargaining unit who works a twelve (12) hour shift and who is at the top pay step of the unit and who works after 7:00 p.m. and before 7:00 a.m. shall be paid a shift differential of forty-five cents ($.45) per hour.

SECTION 18.4 PFDPF/PERS PICK-UP UTILIZING THE SALARY REDUCTION METHOD.

The employer shall pick-up contributions to the Police and Fireman's Disability and Pension Fund and Public Employees Retirement System paid on behalf of the employees in bargaining units A, B, C and D, utilizing the salary reduction methods under the following terms and conditions:

A. The amount to be "picked up" on behalf of each employee shall be the percent of the employee's gross compensation or any statutorily mandated increase required by the pension system. The employee's annual compensation shall be reduced by an amount equal to that "picked up" by the Employer for the purpose of the State and Federal tax.

B. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.

C. The pick-up shall become effective immediately upon the effective date of this Agreement and shall apply to all compensation including supplemental earnings thereafter.

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

ARTICLE 19
LONGEVITY PAY

SECTION 19.1 LONGEVITY SCHEDULE POLICE OFFICERS.

A. All sworn Police Officers shall be granted longevity pay in accordance with the following schedule:

After 5 years	$ 200.00
After 6 years	$ 275.00
After 7 years	$ 350.00
After 8 years	$ 425.00
After 9 years	$ 500.00
After 10 years	$ 575.00
After 11 years	$ 650.00
After 12 years	$ 725.00
After 13 years	$ 800.00
After 14 years	$ 875.00
After 15 years	$ 987.50
After 16 years	$1100.00
After 17 years	$1212.50
After 18 years	$1325.00
After 19 years	$1437.50
After 20 years	$1550.00
After 21 years	$1662.50
After 22 years	$1775.00
After 23 years	$1887.50
After 24 years	$2000.00
After 25 years	$2150.00
After 26 years	$2300.00
After 27 years	$2450.00
After 28 years	$2600.00
After 29 years	$2750.00
After 30 years	$2900.00
After 31 years	$3050.00

The above schedule will be used for the election by supervisors grandfathered under Section 19.4 of this Agreement. The previous Agreement's longevity schedule of Section 19.1(A) controlled the longevity payments made pursuant to Section 19.1 to employees in Units A and B by June 1, 2007.

B. In addition to the pay set forth in subsection (A) above, officers with the rank of Sergeant shall be granted supervisory longevity pay:

YEARS AS SUPERVISOR	LONGEVITY PAY FOR EACH COMP. YEAR
1 through 5 years	$ 75.00
6 through 10 years	$ 97.50
11 through 15 years	$ 127.50
Over 15 years	$ 150.00

The maximum amount allowed to be earned under this subsection (B) is $2,250.00.

SECTION 19.2 LONGEVITY PAYMENT.

Years of service shall be determined from the employee's date of hire. Date of promotion will be used for supervisory longevity.

Annual wages shall be determined by calculating the employee's gross wages paid for the period November 1 to October 31.

Payment shall be made in two (2) installments by separate check. The first payment period shall be calculated for the period of November 1 to April 30. The second installment shall be calculated for the period of May 1 to October 31. The first installment will be by June 1st and the second installment will be by December 1st of each year. Payment for less than an exact year's service shall be pro-rated per month for each eligible employee.

SECTION 19.3 REVISED LONGEVITY PAYMENT.

A. Beginning with the longevity payment to be made by December 1, 2007 based on the gross wages of bargaining unit employees during the period from May 1 to October 31, 2007, the following schedule shall be used (but only six months' of wages for the payment to be made by December 1, 2007):

Completed Years of Service	Total Annual Gross Wages
After 5 years	1% of annual wages but in no event less than $200.00
After 8 years	2% of annual wages
After 11 years	3% of annual wages
After 15 years	4% of annual wages
After 19 years	5% of annual wages
After 23 years	6% of annual wages

B. Provided, however, that each employee in Unit A employed as a supervisor in Unit A on August 1, 2007 shall have the right to make a one-time election to receive longevity payments under this Article pursuant to Section 19.1 (A and B) above rather than this Section 19.4. Such an election can only be exercised by filing a written statement signed by the employee stating his/her decision to receive longevity pay under Sections 19.1 (A and B) and filed with the Director of Public Safety and Service by November 1, 2007. If such an election is timely filed, such "grandfathered" employees shall continue to be paid longevity payments until they separate from the Department's employment pursuant only to Section 19.1 (A and B) and not pursuant to Section 19.4 (A). If no such timely election is made, Unit A employees shall be paid longevity pay only pursuant to Section 19.4 (A), and not pursuant to Section 19.1 (A and B), beginning with the payment to be made by December 1, 2007.

ARTICLE 20
HOLIDAYS

SECTION 20.1 HOLIDAYS.

The following are designated as paid holidays:

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Day	December 25
Floating Holiday	Employee's Birthday

Employees scheduled to work on the day which a designated holiday actually occurs shall observe the holiday on that day. Members of Bargaining Unit D (and former Unit E) as well as members of Bargaining Units A and B not assigned to work as part of a Patrol Division Platoon who are routinely scheduled with weekends off shall observe the weekend holidays as follows:

In the event that any of the holidays should fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the holidays should fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.

The three (3) regularly scheduled dispatchers may first elect to work the holiday at the appropriate rate of pay. Prior to Chief scheduling the three month block, each dispatcher will provide the Chief with written notice whether the dispatcher wishes to be scheduled on specified holidays within those three months. If the dispatcher works one or more of those holidays the dispatcher will receive straight time compensatory time off and time and a half for the time worked.

Dispatchers on the twelve hour shift rotation shall forego the holidays established herein, but shall be entitled to the use of 132 hours of compensatory time off annually in the same manner as established for patrol sergeants and officers

SECTION 20.2 ELIGIBILITY AND PAY.

Any employee of the Marietta Police Department who has been employed for over thirty (30) days is eligible for holiday pay. Should any of these holidays fall while the employee is on vacation or during his scheduled days off, the employee shall receive an additional day off with pay.

Employees who work on holidays listed in Section 20.1 shall be paid at time and one half (1 ½) rate for all hours worked on the holiday. In addition, such employees shall be credited with eight (8) hours of compensatory time if the holiday falls on a scheduled day off or 12 hours of compensatory time if the holiday falls on a work day. Such compensatory time bank shall have the maximum of one hundred thirty-two (132) hours accumulation.

Accumulated holiday time may be taken in one-quarter (1/4) hour segments. Accumulated holiday time shall be granted to the employee on a request basis. To be considered for scheduling as a part of the regular scheduling process, requests must be submitted at least four (4) months before the beginning of the month in which the day is requested. Requests, however, may be made at any time up to the day requested. Seniority within classification shall be recognized when scheduling accumulated compensatory time off, with seniority controlling when more than one request is submitted in the same day for the same day off. In all cases of holiday time requests, the employer has discretion to determine the number of requests, if any, which will be granted for a particular day. An employee who as of the end of December 31st of a year has more than eleven (11) days of accumulated holiday compensatory time shall, at the City's discretion, be paid for the days exceeding eleven (11) per Section 20.3 or be scheduled off for the days exceeding eleven (11) during the next year before March 31.

SECTION 20.3 PAYMENT FOR HOLIDAY TIME.

Holiday time accumulated in one (1) year must be taken off by the end of the following year. Should the appointing authority decide it is not in the best interest of the City to allow all accumulated holiday time to be taken in time off, employees shall be paid for any unused time. Such payment shall be in January of each year.

ARTICLE 21
VACATION

SECTION 21.1 AMOUNT OF VACATION.

Employees covered by this Agreement shall be entitled to vacation in accordance with the following schedule:

YEARS OF CONTINUOUS SERVICE	VACATION TIME
01 through 05	**80 hours**
06 through 10	**120 hours**
11 through 15	**160 hours**
16 through 20	**200 hours**

OVER 20

Employees shall receive an additional eight (8) hours of vacation for each full year of service over 20 years with a cap of forty (40) hours.

All vacation pay in accordance with the above shall be paid at the employee's regularly scheduled rate of pay.

The City shall maintain its current early pay request applications for vacations and shall also make early payment for any other legitimate purpose which the Safety-Service Director authorizes. These forms may be used by an employee wishing to have his vacation pay prior to starting vacation. The early pay request forms shall be completed and turned in to the Auditor's office by the employee no later than three (3) business days prior to the employee starting his vacation.

SECTION 21.2 VACATION ELIGIBILITY.

In order to be eligible for vacation and pay, an employee who, as of his anniversary date of employment, has been continuously employed by the City for at least one (1) year.

SECTION 21.3 VACATION CARRY-OVER.

A member may carry over into the following year one hundred twenty (120) hours of vacation time, except during the last year of employment the member may carry over the amount of vacation time established in Section 1 above. However, the amount of vacation time carried over into the following year must be used prior to December 31 of said year (Subject to Section 21.5A below).

SECTION 21.4 VACATION SCHEDULING.

Vacation scheduling shall be arranged with the prior approval of the Chief of Police or his designee. Insofar as practicable, and subject to minimum manpower staffing levels, vacation time off shall be granted at the times most desired by each employee, with the order of preference being determined on the basis of seniority by classification, except for twelve hour shift employees where the order of preference shall be determined by seniority within squad.

Annual vacation requests for the following year shall be submitted no later than September 1st of the current year. The completed schedule shall be posted by the Chief no later than October 1st of the current year. The City agrees to make every effort to not cancel a scheduled vacation. However, if a pre-scheduled vacation is cancelled, the City will reimburse any out of pocket expenses incurred by the employee that is not refundable.

SECTION 21.5 ADDITIONAL CONSIDERATIONS.

A. At the end of each vacation year, a member in full-time status shall be paid for any vacation balances in excess of the maximums fixed by this Article upon certification by the appointing authority that due to emergency work requirement, it is not in the best interests of the City to permit a member to take vacation leave which would otherwise be forfeited as provided in Section 21.3.

B. A member in full-time status who is to be separated from the City employment through removal, resignation, retirement, or layoff and who has unused vacation leave to his credit, shall be paid in a lump sum for such unused vacation leave in lieu of granting such member a vacation leave after his last day of active service with the City. However, in the case where a member is removed by the City, no compensation will be given for a period of time in which the member's conduct is proven to have caused the removal. An employee shall forfeit up to 24 hours of vacation for failure to provide two (2) weeks advance notice of resignation.

C. When a member dies while in paid status during City employment, any unused vacation leave to his credit shall be paid in a lump sum to the surviving spouse, or to the estate of the deceased.

D. Regularly scheduled annual vacation shall take precedence over casual vacation time. Any employee who takes vacation time of five (5) days or more shall be able to do so in conjunction with his regular days off.

E. Vacation leaves may be taken in multiples of one (1) day up to thirty (30) consecutive days.

F. More than one bargaining unit member may be on vacation leave at one time.

G. Members may take vacation leave in one-quarter (1/4) hour increments as casual leave.

ARTICLE 22
LEAVES

SECTION 22.1 INJURY LEAVES.

A. Any employee in bargaining units A, B or C who is disabled as a result of physical injury suffered in the discharge or performance of his duty shall be entitled to receive his full salary during such period of disability, but in no case for a longer period than two hundred forty (240) work hours without using accumulated sick leave.

B. The following conditions will apply to injury leave.

1. The employee must file a Worker's Compensation claim to qualify for injury leave.

2. The employee must submit a statement by a physician which shall include a diagnosis and an estimate of recovery time to justify use of injury leave.

3. If the City disputes the injury leave request, the employee shall submit himself to a physical examination conducted by a doctor chosen and paid for by the City.

4. If the doctor chosen by the City disagrees with the employee's doctor, the parties will wait until the Industrial Commission decides the Worker's Compensation claim. If the claim is allowed, the employee will be paid his injury leave. On the issue of injury leave, the decision of the Industrial Commission on the employee's Worker's Compensation claim will be determinative.

5. Any payment from Worker's Compensation for a covered claim during the above two hundred forty (240) hour period shall be turned over to the City.

C. Physical injury for purposes of this Article shall be defined as any injury compensable under the Worker's Compensation laws of the State of Ohio.

SECTION 22.2 SICK LEAVE.

A. Sick leave may be requested for the following reasons:

1. Illness of the employee or illness/death of his immediate family.

2. Exposure of employee or a member of his immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.

3. Medical, dental, or optical examinations or treatment of employee or a member of his/her immediate family.

4. Childbirth and/or related medical conditions.

5. Injury of the employee after "Injury Leave" has expired.

B. For the purpose of this section, "immediate family" means Mother, Father, Brother, Sister, Child, Step-Child, Spouse, Grandparent, Grandchild, Legal Guardian (or other person who stands in the place of a parent), or other relatives living in the same household. For bereavement purposes only, the following shall also be included in this section: Mother-in-law, Father-in-law, Sister-in-law, Brother-in-law, Daughter-in-law and Son-in-law.

C. For purposes of attending the funeral of his immediate family, one work day if the funeral is within one hundred miles of Marietta, Ohio and two work days for attendance at the funeral of immediate family members more than one hundred miles from Marietta, Ohio. Additional time may be granted hereunder at the discretion of the Safety-Service Director or his designated representative. If the death is of the spouse, child, or parent of the employee, five (5) work days may be used, regardless of distance.

D. No employee shall be required to bring a doctor's statement prior to the third (3rd) day of illness unless there is just cause to indicate abuse or an established pattern of use.

E. Up to three (3) consecutive days for attendance upon members of the immediate family whose illness or injury requires the care of the employee. Proof of relationship and illness or injury may be required by the City as a condition of granting such leave. Additional time may be granted hereunder at the discretion of the Safety-Service Director or his designated representative. To the extent an employee needs additional time off due to a serious health condition of a spouse or child, the employee will be granted Family and Medical Leave per the FMLA of 1993.

F. Up to three (3) work days for attendance at the birth of the member's child. Additional time may be granted hereunder at the discretion of the Safety-Service Director of his designated representative.

G. An employee must notify the supervisor on duty or other designated person, of a sick leave absence as soon as possible before his shift begins (preferably at least two hours in advance) unless other arrangements have been made with the supervisor. The employee will submit to such medical examination, nursing visit or other inquiry the City deems necessary, at no cost to the employee.

H. Upon the employee's request, vacation leave may be used as sick leave after sick leave is exhausted. Employees who have exhausted sick leave and vacation leave may, at the discretion of the Director, be granted an unpaid personal leave of absence, not to exceed six (6) months. Under the terms and conditions of the Family Medical Leave act of 1993, the Safety Service Director will make any discretionary decisions.

I. For each completed eighty (80) hours in active pay status, an employee earns 4.6 hours of sick leave. (Active pay status shall be defined as hours worked, hours on approved, paid leave and hours on paid sick leave). The amount of sick leave time any one employee may accrue is unlimited. Sick leave shall be charged in minimum units of one quarter (1/4) hour. Employees absent on sick leave shall be paid at the regular rate.

J. Employees who transfer between City departments or who are reappointed or reinstated within ten (10) years of prior public service employment will be credited with unused balance of sick leave. All current employees (December 31, 1987) will be eligible for payment of sick leave at time of retirement put to a maximum of nine hundred sixty (960) hours. All employees hired on or after January 1, 1988, shall be eligible for payment of sick leave at the time of retirement of fifty percent (50%) of accumulated sick leave put to a maximum of nine hundred sixty (960) hours accumulation. When employee(s) pass away while in active employment, the surviving spouse or others, as spelled out in Section 2113.04 ORC, will be eligible to receive sick leave payment for which the decedent would otherwise have qualified.

SECTION 22.3 MILITARY LEAVE.

A. All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed thirty-one (31) days 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. The employee is required to submit to the

City an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one (1) continuous period of time.

B. Employees who are members of those components listed above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be paid. The leave will cover the official period of the emergency. City pay shall only be for the difference between military and regular City pay.

SECTION 22.4 LEAVE OF ABSENCE.

Upon the written request of a permanent employee, the Director may grant the employee a leave of absence without pay in accordance with the following:

A. The maximum leave without pay shall not exceed six (6) months.

B. The maximum duration of a leave for purposes of education, training, or specialized experience, which would benefit the Police Department by improved performance, or for other related reasons shall not exceed two (2) years.

C. An employee shall submit to the Chief pertinent information relating to the training for which the leave is requested.

D. The authorization of a leave is solely a matter of administrative discretion. No leave of absence shall be granted for the purpose of working another job.

E. Upon completion of a leave of absence the employee is to be returned to the position formerly occupied or another position at a similar level should the original position be abolished.

F. If an employee fails to return to work upon the expiration of an authorized leave, that employee shall be considered as having resigned.

G. An employee on leave does not earn sick or vacation leave credit, however, time spent on leave shall be considered in determining length of service for purposes where tenure is a factor.

H. If it is determined that an employee is not actually using the leave for the purpose specified, the City may cancel the leave and provide the employee with written notice directing the employee to return to work, and take such disciplinary action as the City deems appropriate.

SECTION 22.5 JURY DUTY LEAVE.

A member while serving upon a jury in any court of record shall be paid the member's regular salary for each of the workdays during the period of time so served. Any payment for services from the court shall be submitted to the City of Marietta.

ARTICLE 23
INSURANCE

SECTION 23.1 LIFE INSURANCE.

The City shall continue to furnish a twenty thousand dollar ($20,000.00) life insurance policy for each employee with the entire premium paid by the City.

SECTION 23.2 LIABILITY INSURANCE.

The City shall also continue to furnish, at no cost to the employee, liability insurance at the current level as long as a market exists at a reasonable price. Upon thirty (30) days written notice to the Labor Council, the City may determine to become a self-insurer as respects to liability insurance.

SECTION 23.3 HEALTH INSURANCE.

A. The City shall provide the Core Key II Medical Benefits, $10/$20 Prescription Drug, Dental & Optical Plan I Benefits under the YDN-NN Benefit Plan through the Michigan Conference of Teamsters Welfare Fund, as described in Appendix A (Schedule of Benefits).Should the Teamsters through no fault of the City, totally terminate coverage, the City agrees to the following. Immediately upon notification of such termination the City will meet with the Union for the purpose of obtaining coverage with substantially the same benefits at the best available price.

B. From November 1, 2011 through December 31, 2011 the City shall pay 100% of the premium costs. Effective January 1, 2012 the City shall pay 85% of the premium costs with the employee paying the remaining 15% of the weekly contribution rate as listed in Appendix B (Participation Agreement) contained in this Agreement. Bargaining Unit Members covered by this Agreement shall be excluded from the 15% contribution rate should their spouse be employed by the City and contributing 15% for their health care coverage as provided by the City.

SECTION 23.4 REOPENER.

This article may be reopened during the life of this Agreement if either side can present insurance coverage that will increase benefits and/or lower costs without lessening the quality of service.

ARTICLE 24
CLOTHING ALLOWANCE

SECTION 24.1 INITIAL ISSUE.

The City shall furnish the basic uniform for all new employees required to wear uniforms according the schedule in Section 24.3. All uniforms remain the property of the City. The employee when separating from employment must turn in the same number of items of clothing initially issued to him which are in the best condition of those items issued to him. Failure to do so shall result in the value of the missing items being withheld from the employee's separation pay. The City shall have the right to determine the supplier of uniforms and parts, and shall have the supplier in place by April 30 of each year. During and after 2004, the annual allowance may not be used until April 1.

SECTION 24.2 ALLOWANCE.

A. After completion of one years service, each employee covered under Schedule A shall receive six hundred dollars ($600) for uniform purchases and six hundred and fifteen dollars ($615) in each subsequent year for uniform purchases. This allowance shall be on an account basis to be used with a purchase order-voucher system.

B. After completion of one year's service each employee covered under Schedule B shall receive four hundred and forty dollars ($440) for uniform purchases and four hundred and fifty-five dollars ($455) in each subsequent year for uniform purchases. This allowance shall be on an account basis to be used with a purchase order-voucher system.

C. Police officers required to wear "plain clothes" shall receive an allowance of one hundred dollars ($100) per year in addition to the amount specified in subsection (A). "Plain clothes" officers may buy clothing as they desire but it must be in good taste and acceptable to the business community of the City of Marietta.

D. The City agrees that each employee covered hereunder may submit uniform purchase requests through the 25th of each month and that the City will then write purchase orders based upon those requests within five (5) work days of the 25th of each month.

E. An employee who wishes to "bank" part of the annual clothing allowance to a future year may do so by filing a written statement with the Chief or designee indicating the amount to be banked. This statement must be filed (i.e. received) with the Chief or designee by March 31 of the year from which the employee wants the amount to be banked. When the

employee wishes to purchase an item(s) with banked funds, the employee must file a written statement within the above parameters.

SECTION 24.3 UNIFORM SCHEDULE.

	A. **Police Officers**	B. **Dispatchers**
Trousers, Multi Blend	4	4
Shirts, Winter	4	4
Shirts, Summer	4	4
Ties	2	2
Socks	4 pr.	4 pr.
Shoes, Summer	1 pr.	1 pr.
Boots, Winter	1 pr.	
Jacket, Gortex	1	
Jacket, Summer	1	
Cap, Winter	1	
Hat	1	
Gloves	1 pr.	
Belt	1	1
Rain Coat	1	
Name Plate	2	1
Hat Badge	1	
Breast Badge	1	1
Collar Brass	1 set	
Whistle w/chain	1	
Gunbelt	1	
Semi Automatic Pistol	1	
Holster	1	
Magazines	6	
Magazine Pouch	1	
Handcuffs	1 pr.	
Handcuff case	1	
Beltkeepers	1 set	
Key ring holder	1	
Baton	1	
Baton Holder	1	
Protective Vest w/2 carriers	1	
Flashlight	1	
Clipboard	1	

Any new initial issue equipment or clothing required by the City shall be paid for by the City without regard to the employee's regular clothing allowance.

SECTION 24.4 DRY CLEANING.

The City shall continue the procedure to provide necessary dry cleaning of uniforms at no cost to the employees.

SECTION 24.5 PROMPT RECEIPT OF UNIFORMS AND EQUIPMENT.

The City shall insure that all routine items of uniform and equipment are supplied promptly by the contracted vendor.

SECTION 24.6 PURCHASE OF SERVICE WEAPON.

An employee who honorably retires from active duty from the police department may purchase his/her service handgun and duty badge from the Marietta Police Department. The cost of the service weapon and badge shall be one dollar ($1.00) each.

If an employee is marked off duty for a stress-related or psychological condition at the time of his/her retirement, he/she will not receive his/her service handgun or badge unless the employee provides the City with a statement within ninety (90) days of the employee's retirement from qualified medical personnel, that the employee is competent to receive his/her service handgun and badge. if such a statement is provided within ninety (90) days of the employee's retirement, the employee shall be given the opportunity to purchase his/her service handgun and badge.

ARTICLE 25
WORK OUT OF RANK

SECTION 25.1 WORK OUT OF RANK

Any employee who is temporarily required to perform at a higher ranking position and performs the responsibilities of the higher ranking position for a minimum of two (2) hours shall be paid at a rate of compensation equal to that normally paid for the higher ranking position for all hours worked in the higher ranking position during that work day.

ARTICLE 26
TUITION REIMBURSEMENT

SECTION 26.1 TUITION REIMBURSEMENT.

Each full-time employee who is subject to the provisions of this Agreement shall be eligible for a reimbursement of the cost of tuition, books and laboratory fees for accredited college, technical school, adult education and correspondence courses provided that all of the conditions enumerated below are fulfilled:

A. That the direct usefulness of the course material to the employee's job duties can be demonstrated to the satisfaction of the Director of Public Safety and Service.

B. That the employee request, in writing, and obtain, in writing, prior approval for taking such course from both his immediate supervisor and the Director of Public Safety and Service.

C. That prior to taking such course that funds are appropriated and available for such purpose in the proper account.

D. That the employee agree, in writing, prior to taking such course that in the event of the termination of this employment for any reason within two years of the date of the completion of the course, he will refund to the City the pro-rated portion of the monies reimbursed to him by the City; and

E. That upon completion of the course the employee provide proof thereof with at least a grade of "C" or its equivalent, and receipts for the expenditures for which he claims reimbursement to his appointing authority.

ARTICLE 27
MISCELLANEOUS

SECTION 27.1 TRAINING OFFICER.

Any Bargaining Unit member who is required or designated as a training officer for the purpose of the instruction and training of provisional, probationary employees shall be paid at sixty-five cents ($.65) per hour above their regular rate of pay.

SECTION 27.2 EXPENSE REIMBURSEMENT.

The City shall reimburse employees for all job related expenses, including meals, while working on special assignments. The employees must submit necessary receipts along with the request for payment. No receipts for alcoholic beverages may be submitted.

A. Employees will be reimbursed up to the following amount for meals: Those eligible for reimbursement for partial days will be reimbursed up to ten dollars ($10.00) for breakfast, ten dollars ($10.00) for lunch and twenty dollars ($20.00) for dinner. Those employees eligible for a full day reimbursement, shall be eligible for a daily meal allowance of up to forty dollars ($40.00).

SECTION 27.3 MANPOWER.

The City agrees to make every reasonable effort to keep the police department up to full strength to help ensure the safety of the officers on duty and to provide service to the City residents. Minimum manpower levels are established as One (1) Supervisor, three (3) patrol officers and one (1) dispatcher at all times except between the hours of three a.m. and seven a.m. when the minimum manpower may be reduced by one patrol officer.

SECTION 27.4 COPIES.

The City will provide each employee, at no cost to the employee, a copy of this Agreement within thirty (30) days from the date this agreement is signed by both parties.

SECTION 27.5 RELEASE OF CONFIDENTIAL INFORMATION.

The City or member of the Marietta Police Department shall not release a bargaining unit member's home address or any other records without the employee's permission, subject to the provision of the Ohio Revised Code.

ARTICLE 28
DURATION OF AGREEMENT

SECTION 28.1 DURATION.

A. This Agreement shall be effective November 1, 2011, and shall remain in full force and effect through October 31, 2014.

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

C. On or after October 1, 2012, either party may reopen this Agreement for the purpose of negotiating wage scales and health insurance premiums, Article 18 Section 18.1 and Article 23 Section 23.3 B for the period January 1, 2013 through October 31, 2014. The reopener may be commenced by filing a Notice to Negotiate with the State Employment Relations Board.

Signed this 27th day of October, 2011.

FOR THE CITY OF MARIETTA:

Director of Public Safety & Service

FOR THE FOP/LABOR COUNCIL:

Ronald G. Nohe

Carol Marshall

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MARIETTA, OHIO AND THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

This Memorandum of Understanding (MOU) is entered into on the 25th day of October, 2011 between the City of Marietta (Employer) and the Fraternal Order of Police, Ohio Labor Council, Inc. (Union) for the purpose of addressing issues discussed during the negotiation of the Collective Bargaining Agreement (CBA), effective November 1, 2011 through October 31, 2014. To that purpose both Parties understand and agree to the following.

The Union has agreed to a pay freeze and considerable concessions in the form of a fifteen (15%) percent health insurance copayment. This was done in good faith and with the interest of both parties in mind.

The Employer has, in the past and during these negotiations, expressed as a goal to treat all employees equitably.

With these factors in mind the parties agree that:

1. This MOU shall remain in effect from November 1, 2011 until such time as a Notice To Negotiate is received by either party expressing a desire on the part of the other to reopen the wage and insurance section of the above mentioned (CBA) for negotiation pursuant to Article 28 Section C.

2. Should neither Party desire to reopen negotiations, this MOU shall cease to have effect on January 1, 2013.

3. Subject to the limitations within this paragraph, should any City of Marietta Employee or group of Employee's, Union or Non Union, receive a wage increase, then all Bargaining Unit Employees shall also receive that same increase in percentage form added to their base wage rate. This increase shall be retroactive to the date it was given to the other group or employee. It is understood that the following will not trigger this "me too" clause:

   a. An employee's receipt of a normal wage step, longevity, change in wage scale or rate caused by a promotion, temporary work assignment (for example, working out of classification or in an "acting" or temporary role as supervisor or in a higher paid classification);

   b. An employee receiving a higher rate of pay because he / she has obtained a particular certification or license (e.g., water treatment plant operator);

   c. An employee receiving a higher rate of pay as offsetting compensation for loss of employer pick-up of the employee's required retirement system contribution;

4. Should any employee of the City of Marietta, Union or Non Union be required to pay less than the 15% co-payment for health insurance required in the current CBA than all Bargaining Unit Employees shall also pay that lesser amount also in a retroactive manner.

5. All disputes arising from the terms of this MOU shall be handled in accordance with the terms of Article 8 (Grievance Procedure) contained in the Collective Bargaining Agreement between the Parties.

For the FOP, Ohio Labor Council	For the City

Michigan Conference of Teamsters Welfare Fund

Appendix A

Schedule of Benefits
Plan 314

Date Inquired About: 10/20/2011
Today's Date: 10/20/2011

Effective April 2011

Michigan Conference of Teamsters Welfare Fund
Plan 314
SCHEDULE OF BENEFITS

Key 2 Major Medical Plan Benefit	BCBS PPO Network	Non-BCBS PPO Network
Annual Deductible	$100 per individual $200 per family	$300 per individual $600 per family
Annual Out of Pocket Coinsurance Maximum	$1,500 per family in excess of deductible	$2,500 per family in excess of deductible
In-Patient Hospital Expenses	Covered 85%* of CC subject to deductible for up to 365 days semi-private room or private room if medically necessary	Covered 75%* of MAB subject to deductible for up to 365 days semi-private room or private room if medically necessary
Hospital Emergency Expenses (must meet criteria)	Covered 85%* of CC subject to deductible	Covered 85%* of MAB subject to deductible
Mental Health & Substance Abuse Benefits (must receive prior authorization by calling Value Options at 800-457-8540)	**Inpatient Hospital:** 45 days**** per person per calendar year. Covered 85%* of CC subject to deductible. **Inpatient Physician:** Covered 85% of CC subject to deductible for up to 50 visits**** annually combined with in/outpatient mental health and substance abuse. **Outpatient Physician:** $15 copay; 50 visits**** annually combined with in/outpatient mental health and substance abuse**.	**Inpatient Hospital:** 45 days**** per person per calendar year. Covered 75%* of MAB subject to deductible. **Inpatient Physician:** Covered 75% of MAB subject to deductible for up to 50 visits**** annually combined with in/outpatient mental health and substance abuse. **Outpatient Physician:** Covered 50% of MAB up to 50 visits**** annually combined with in/outpatient mental health and substance abuse**.
Surgical Expenses	Covered 85%* of CC subject to deductible	Covered 75%* of MAB subject to deductible
Specified Organ Transplant Program Expenses	Covered 100% of CC. Must use a designated facility.	Covered 100% of CC. Must use a designated facility.
Maternity Expenses Pre/Post Natal Delivery	Covered 85%* of CC subject to deductible	Covered 75%* of MAB subject to deductible
Anesthesia Expenses	Covered 85%* of CC subject to deductible	Covered 75%* of MAB subject to deductible
Ambulance Expenses Ground/Air/Water	Covered 85%* of CC subject to deductible	Covered 85%* of MAB subject to deductible

Key 2 Major Medical Plan Benefit	BCBS PPO Network	Non-BCBS PPO Network
X-ray and Diagnostic Testing Expenses	Covered 85%* of CC subject to deductible	Covered 75%* of MAB subject to deductible
Laboratory Expenses Fluids/Pathology/Diagnostic Tests	Covered 85%* of CC subject to deductible	Covered 75%* of MAB subject to deductible
Physician Charges Inpatient/Outpatient/Office Visit	Covered 85%* of CC subject to deductible	Covered 75%* of MAB subject to deductible
Wellness Benefit Physical / GYN Exam / Well Child Exam	Covered in full Deductible & copayment waived	Covered 75%* of MAB subject to deductible
Wellness Benefit Pap Smear Screening & Mammogram Screening	Covered in full Deductible & copayment waived	Covered 75%* of MAB subject to deductible
Wellness Benefit Child Immunization / Adult Flu Vaccination	Covered in full Deductible & copayment waived	Covered 75%* of MAB subject to deductible
Injection Expenses	Covered 85%* of CC subject to deductible	Covered 75%* of MAB subject to deductible
Chiropractic Expenses	24 spinal manipulations per person annually covered 80% of CC. One mechanical traction per day only with spinal manipulation covered under *Physical, Speech & Occupational Therapy Expenses*. One "new patient" office visit every 36 months and one "established patient" office visit annually, per chiropractor, covered under *Physician Charges - Outpatient/Office Visit*.	24 spinal manipulations per person annually covered 70% of MAB. One mechanical traction per day only with spinal manipulation covered under *Physical, Speech & Occupational Therapy Expenses*. One "new patient" office visit every 36 months and one "established patient" office visit annually, per chiropractor, covered under *Physician Charges - Outpatient/Office Visit*.
Hearing Aid Expenses	Covered 85%* of CC subject to deductible, up to $1,000 per person, per aid every 2 years	Covered 85%* of MAB subject to deductible, up to $1,000 per person, per aid every 2 years
Outpatient Cancer Treatment (e.g. chemotherapy & radiation therapy)	Covered 85%* of CC subject to deductible	Covered 75%* of MAB subject to deductible
Physical, Speech & Occupational Therapy Expenses	Covered 85%* of CC subject to deductible	Covered 75%* of MAB subject to deductible
Home Health Care Expenses	Covered 85%* of CC subject to deductible	Covered 85%* of MAB subject to deductible
Skilled Nursing Facility Expenses	85%* eligible expenses subject to deductible for room and board and other medical services up to 730 days reduced by 2 times the number of days in hospital.	85%* eligible expenses subject to deductible for room and board and other medical services up to 730 days reduced by 2 times the number of days in hospital.

Key 2 Major Medical Plan Benefit	BCBS PPO Network	Non-BCBS PPO Network
Hospice Care Expenses	Covered 85%* of CC subject to deductible	Covered 85%* of MAB subject to deductible
Durable Medical Equipment and Medical Supplies Expenses	Covered 85%* of CC subject to deductible	Covered 85%* of scheduled amount subject to deductible
Prosthetic Devices and Orthotics Expenses	Covered 85%* of CC subject to deductible	Covered 85%* of MAB subject to deductible

Pharmacy Benefit	Caremark Pharmacy Network
Prescription Drug Rx2	**Participating Retail:** Up to 34 day supply, covered in full after $10 copay for generic and $20 copay for brand name drugs. 90 day supply covered in full after $20 copay for generic and $40 copay for brand name drugs. **Participating Mail Order:** Up to 90 day supply. Covered in full after $20 copay for generic and $40 copay on brand name drugs.

Dental Benefit	Delta Dental PPO Network	Delta Dental Premier Network	Non-Delta Dental Network
Dental Plan 1	**Dental:** Class I & II covered in full; Class III 90% of CC. Annual maximum $2,100 per person. **Orthodontic:** 85% of CC up to $3,500 lifetime per adult/child.	**Dental:** Class I & II covered in full; Class III 85% of CC. Annual maximum $2,000 per person. **Orthodontic:** 85% of CC up to $3,500 lifetime per adult/child.	**Dental:** Class I & II 100% of MAB; Class III 85% of MAB. Annual maximum $2,000 per person. **Orthodontic:** 50% of MAB up to $2,000 lifetime per child.

Vision Benefit	DeltaVision Network	Non-DeltaVision Network
Vision	One exam and one vision correction option per person per calendar year. Exam 100% of CC. Frames up to $125. 100% of CC for pair of basic single, bifocal or trifocal lenses. Up to $85 for pair progressive lenses. Up to $20 for pair polycarbonate lenses (under age 18) in addition to basic lenses. Up to $120 for contact lenses. Uncovered charges subject to 15% discount off provider's lowest available retail price. Up to $250 per eye per lifetime for laser vision correction.	One exam and one vision correction option per person per calendar year. Exam up to $50. Frames up to $75. Up to $50 for pair of single lenses, up to $60 for pair of bi-focal lenses, up to $70 for pair of trifocal lenses. Up to $70 for pair progressive lenses. Up to $80 for contact lenses. Up to $250 per eye per lifetime for laser vision correction.

Other Benefit(s)	Coverage

Other Benefit(s)	Coverage
Benefit Bank Weeks	Receive 6 benefit bank weeks for the period of 4/1/09 through 3/31/12.***

CC (Contracted Charges) means the agreed upon fees between MCTWF and in-network providers.

MAB (Maximum Allowable Benefit) means the portion of the amount billed by an out-of-network provider that has been established as the Plan maximum payable amount, subject to deductible, coinsurance and co-payments.

- * The coinsurance payments for these services apply toward the out-of-pocket maximum
- ** The co-payments and/or coinsurance payments for these services do not apply towards the annual out-of-pocket maximum.
- *** Participant receives the noted 6 weeks except in cases where a different arrangement was approved by MCTWF, or the participant is contributed on under a MCTWF plan with seasonal eligibility requirements, in which case they do not receive benefit bank weeks.
- **** Each non-residential intensive outpatient day counts as one fourth of an inpatient day and each residential intensive outpatient day counts as one half of an inpatient day. All professional visits provided in connection with an approved in-hospital treatment (including inpatient, partial/day hospital and intensive outpatient with or without domiciliary component) will be covered. In addition, during the four months following discharge, or until January 1st, whichever period is shorter, up to 10 more professional visits will be covered after the 50 in/outpatient professional limit has been exhausted.

This schedule of benefits is not a full statement of covered services under your Plan. As a general rule, all procedures or services not deemed experimental by the medical community are covered. Contact MCTWF's Customer Communications Department for any benefit questions you may have.

Michigan Conference of Teamsters Welfare Fund
2700 Trumbull Avenue
Detroit, Michigan 48216

(313) 964-2400 or (800) 572-7687
www.mctwf.org

APPENDIX B

#8607

Michigan Conference of Teamsters Welfare Fund

2700 Trumbull Avenue, Detroit, Michigan, 48216
(313) 964-2400
www.mctwf.org

UNION TRUSTEES
William A. Bernard
Robert F. Rayes
H.R. Hillard
Dennis Hands

Executive Director
Richard Burker

EMPLOYER TRUSTEES
Howard McDougall
Raymond J. Buratto
Earl D. Ishbia
Robert W. Jones

Date: 06-21-2011

To Whom it May Concern:

Enclosed please find your copy of the executed Participation Agreement for your Company.

If you have any questions, please contact our office at (313)964-2400, ext. 495.

Sincerely,

Michigan Conference of Teamsters Welfare Fund
Contribution Control Department

Enc.

RECEIVED
MARIETTA CITY AUDITOR
JUN 23 2011

2700 Trumbull Avenue, Detroit, Michigan, 48216
313-964-2400

Participation Agreement #8607

16. The Michigan six-year written contract statute of limitations shall not run with respect to contributions owed by the Employer until such time as the Fund receives actual written notice of the existence of the Employer's contribution obligation.

17. The Employer shall contribute to the Fund at the weekly rates and as of the effective dates listed below for its bargaining unit Employees and other Employee groups as contemplated in paragraph 10 above. MOB (Maintenance of Benefits) must be indicated if there is no published rate. Contributions for MOB and for later effective dates shall be made at the rate established by the Trustees for as long as the Employer is required to make contributions. If a contribution rate increase becomes effective after the expiration date of a collective bargaining agreement but while the Employer is engaged in collective bargaining for a new agreement or is otherwise legally required to continue contributing to the Fund, the Employer must pay the increased rate.

Effective Date: 04/01/2011	Contribution Rate: $247.50	Plan: 314
Effective Date: 04/03/2011	Contribution Rate: $256.90	Plan: 314
Effective Date: 04/01/2012	Contribution Rate: $271.15	Plan: 314
Effective Date: 03/31/2013	Contribution Rate: $290.80	Plan: 314
Effective Date:	Contribution Rate:	Plan:
Effective Date:	Contribution Rate:	Plan:
Effective Date:	Contribution Rate:	Plan:

IN WITNESS WHEREOF, the Employer and Local Union acknowledge their understanding of, and agreement to, this entire Participation Agreement and have caused it to be executed by their duly authorized representatives on the dates below stated.

Non-Teamster Bargaining Unit (NBU) excluding Part-time *
Indicate whether Bargaining Unit or Non-Bargaining Unit

04/01/2011
Effective Date of Contribution Obligation

03/29/2014
Expiration Date of Participation Agreement

12/31/2011
Expiration Date of Collective Bargaining Agreement

If Employer is signed to Group Contract. Name of Contract

ACCEPTED FOR THE BOARD OF TRUSTEES
MICHIGAN CONFERENCE OF TEAMSTERS WELFARE FUND

Richard Burker
Signature

RICHARD BURKER, Executive Director

5/27/11
Date

Part time employees are designated by the City of Marietta — part time employees may not exceed 30 hours per week

RB

Employer

The City of Marietta
Employer Name (please print) (note division if applicable)

1188-4239-1
Federal Employer Number

308 Putnam Street
Street Address

Marietta, OH 45750
City, State and Zip Code

740-373-1387
Telephone Number

740-376-6441
Fax Number

Allen Miller
Signature of Authorized Representative

ALLEN MILLER, SAFETY SERVICE DIRECTOR
Name of Authorized Representative/Title (please print)

Date

☐ Check here to confirm that the employment status reporting option has been selected in paragraph 5 of this agreement.

Teamsters Local Union No: 637

John Sheriff
Signature

John Sheriff, Secretary-Treasurer
Name of Authorized Representative/Title (please print)

Date

Advance Composite 06/10

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MAY 19 2011
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MAY 17 2011
CONTRIBUTION CONTROL

MICHIGAN CONFERENCE OF TEAMSTERS WELFARE FUND
2700 Trumbull Avenue, Detroit, Michigan, 48216
313-964-2400

Participation Agreement

This Participation Agreement is entered into by and between the Employer and the Local Union signatory herein by their duly authorized representatives. *

WITNESSETH

WHEREAS, the Employer and the Local Union have entered into a collective bargaining agreement that provides for participation in the Michigan Conference of Teamsters Welfare Fund ("Fund") and contribution to the Fund by the Employer to obtain health and welfare benefits for employees represented by the Local Union and employed by the Employer.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein and subject to the written acceptance of this Participation Agreement by the Trustees of the Fund ("Trustees"), the Employer and the Local Union hereby agree as follows:

1. The Employer and the Local Union agree to be bound by and hereby assent to the terms of the Fund's Trust Agreement, Employer Accounts Policies and Procedures and all other policies, rules and regulations that have been adopted or that are adopted in the future by the Trustees pursuant to the Trust Agreement, and all of the actions of the Trustees in administering the Fund in accordance with the Trust Agreement, Employer Accounts Policies and Procedures and all other policies, rules and regulations adopted by the Trustees, notwithstanding any provision to the contrary in a collective bargaining agreement between the Employer and the Local Union. Except as provided in Paragraph 9(e), in the event of any inconsistency between the provisions of this Participation Agreement and the provisions of the collective bargaining agreement as initially presented to the Fund or as subsequently modified, and/or any other written or verbal agreement between the Employer and the Local Union, this Participation Agreement shall govern.

2. The Employer hereby accepts as Employer Trustees the present Employer Trustees appointed under the Trust Agreement and all past or succeeding Employer Trustees who have been or will be appointed in accordance with the terms of the Trust Agreement.

3. The Local Union hereby accepts as Union Trustees the present Union Trustees appointed under the Trust Agreement and all past or succeeding Union Trustees who have been or will be appointed in accordance with the terms of the Trust Agreement.

4. Contributions owed for each week are due on or before the 1st day of that month (the "due date"). Weeks are deemed to commence on Sunday and end on Saturday. If a contribution is not received by the Fund by the 6th day of the month (5 days following the due date), the Employer shall pay interest on the outstanding balance, retroactive to the due date, at the rate set forth in the rules and regulations adopted by the Trustees. Payments received after interest has accrued will be applied first to the interest due and then to the oldest unpaid contribution balance. Under no circumstances shall interest be waived. Prior month underpayments or overpayments are to be added to or subtracted from the subsequent month's contribution remittance, as appropriate, in accordance with MCTWF's Employer Accounts Policies & Procedures Article V.B.2.c.

5. The Employer must timely report to the Fund all active employment status changes (i.e., layoffs terminations, resignations, personal leaves, military leaves, work related and non work related illnesses and injuries, and other changes in status). The Employer must choose one of the two reporting options below by initialing the appropriate box. Failure to do so will be deemed by the Fund as the selection of option (b).

☐ (a) Report once per week on a set day, not exceeding six calendar days from the last day of the week being reported on (e.g., report each Friday all status changes that occurred through the prior Saturday), or

☒ (b) Report within seven calendar days of each status change.

Failure to timely notify the Fund will obligate the Employer for contributions on behalf of the individual through the date the status change is ultimately reported.

6. If the Employer and Local Union enter into a new collective bargaining agreement or modify their current collective bargaining agreement, the Employer and Local Union must notify the Trustees of such change.

7. Each collective bargaining agreement and/or participation agreement must require the Employer to contribute to the Fund for a minimum period of three years (36 months) from the effective date of the obligation to contribute to the Fund.

*This agreement is being approved and executed by the City of Marietta, Ohio for coverage of all non-Teamsters bargaining and non-bargaining unit officials and employees of the City, pursuant to Paragraph 10.

MICHIGAN CONFERENCE OF TEAMSTERS WELFARE FUND
2700 Trumbull Avenue, Detroit, Michigan, 48216
313-964-2400

Participation Agreement

8. The Employer and Local Union represent to the Trustees that payments will be made only on behalf of Employees. For purposes of this Participation Agreement, the term "Employee" means a person who is employed by an Employer and is eligible to participate in and receive benefits under the Fund regardless of whether the employment relationship is terminated.

9. The Fund requires that contributions must be made as follows:

a. on behalf of an Employee whose absence from the job is due to an off-the-job injury/illness for the lesser of (i) a minimum of 4 weeks following the contribution week in which the Employee last worked or (ii) the duration of the absence due to the off-the-job injury/illness;

b. on behalf of an Employee whose absence from the job is due to an on-the-job injury/illness (i.e. eligible for workers' compensation benefits) for the lesser of (i) a minimum of 26 weeks following the contribution week in which the Employee last worked or (ii) the duration of the absence due to the on-the-job injury/illness;

c. on behalf of an Employee for the first 4 weeks of the Employee's absence from the job while on military duty, commencing with the contribution week following the contribution week in which the Employee last worked (*Military duty* means service in the uniformed services, including the Armed Forces; Army National Guard and Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty; the commissioned corps of the Public Health Service and any other category of persons designated by the President in time of war or national emergency);

d. for each week on behalf of an Employee if the Employee worked or is compensated for any portion of the contribution week, regardless of whether the employment relationship is terminated. For purposes of this section, compensation includes severance pay, disability or sick pay, vacation or other personal day pay, holiday pay, the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement, or any other pre or post termination remuneration; and

e. the foregoing contribution requirements are the Fund's minimum requirements and do not modify any additional contribution requirements as contained in the applicable collective bargaining agreement.

10. A distinctly identifiable non-bargaining unit group may participate in the Fund. However, the right of an Employer's non-bargaining unit group to participate is contingent upon the participation of the Employer's bargaining unit group(s).

11. Other than those Employees who have received written approval from the Fund to opt out of Fund participation, the *entire* bargaining unit group must participate in its designated plan of benefits. The same is true of any non-bargaining unit group.

12. This Participation Agreement shall continue in full force and effect until the Employer notifies the Trustees by certified mail, with a copy to the Local Union, that the Employer no longer has a legal duty to contribute to the Fund, and the Trustees acknowledge that cessation of duty in writing. The Employer shall set forth in the written notice the specific basis upon which its legal duty to contribute to the Fund has ceased. The Employer expressly agrees and acknowledges that by signing this Participation Agreement, its obligation to contribute to the Fund at the then applicable Fund rate shall continue until the Trustees receive written notice and the Trustees acknowledge the cessation of duty in writing.

13. An Employer that, through an Employer Association, signs a collective bargaining agreement requiring contributions to the Fund on behalf of Employees is bound by the signature of the Employer Association.

14. Any and all disputes between the Employer and the Trustees relating to contributions to the Fund or this Participation Agreement shall be submitted for resolution to the Trustees and shall not be subject to arbitration or other dispute resolution procedures in the collective bargaining agreement.

15. This Participation Agreement is not binding on the Trustees until accepted by the Trustees. The Trustees have delegated the authority to accept a Participation Agreement to the Fund's Executive Director.

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MAY 17 2011
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