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AGREEMENT BETWEEN

THE

CITY OF ATHENS, OHIO

AND



THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL

**CASE NUMBER: 11-MED-09-1157
11-MED-09-1158
11-MED-09-1159 -**

0122-01

**PATROL OFFICERS, COMMUNICATION OFFICERS,
LIEUTENANTS**

December 4, 2011 through November 29, 2014

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ARTICLE 1 AGREEMENT

Section 1.1 Purpose

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

- (a) To promote cooperation and orderly, constructive, and harmonious relations between the City, its employees, and the Labor Council.
- (b) To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties.
- (c) To prevent interruptions of work and interference with the efficient operation of the Police Department.
- (d) To establish a procedure for the peaceful resolution of grievances.

This Agreement supersedes all previous Agreements (either written or oral) between the City, its employees, and the 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, administrative tribunal, or by a court of competent jurisdiction, such invalidation of said 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 Extent of Contract

A. Contract Coverage:

1. All matters addressed in this contract are governed exclusively by this contract.
2. The parties recognize their obligation to negotiate only the changes in terms and conditions of employment specified in O. R. C. §4117, as interpreted by the State Employment Relations Board. The parties agree that prior to invoking any requirement for formal negotiations during the term of this contract, they will meet and make a good faith effort to resolve matters informally.

B. Past Practices and Interpretations:

1. Past practices shall be accorded no status in this contract except to the extent governed by A. 2. above. Both parties have, in good faith, availed themselves of the opportunity to freely discuss any pending or requested changes in the terms and conditions of employment which are proper subjects of negotiation.
2. Either or both parties may introduce, for the purposes of dispute resolution pursuant to this contract, evidence relating to past interpretation of language in the predecessor contract, which has not been specifically altered during the course of negotiations.

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:

Police Officers	Certified in Case Number 84-VR-09-1931
Lieutenants	Certified in Case Number 86-REP-08-0223
Dispatchers	Certified in Case Number 85-VR-01-2775

Section 2.2 Exclusions

The following positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded: Chief; Captain and all positions excluded pursuant to § 4117 of the Ohio Revised Code.

Section 2.3 Positions

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

Section 2.4 Voting

Any vote on matters pertaining to this Agreement will be solely on the vote of Fraternal Order of Police, Ohio Labor Council members who are employees of the City of Athens, Ohio.

**ARTICLE 3
UNION SECURITY AND UNION BUSINESS****Section 3.1 Dues Deduction**

- A. Management will deduct from the wages and turn over to the proper officers of the Lodge the regular monthly Ohio Labor Council dues, plus periodic Lodge dues combined into twenty-six (26) substantially equal amounts of such members who shall individually and voluntarily certify in writing that they authorize such deduction. The authorization hereinafter mentioned shall specifically require the employee, the Labor Council, and the Lodge to hold the City harmless for any payments made by Management during the term of the voluntary assignment.
- B. Any amount deducted from an employee's paycheck as voluntarily authorized shall be mailed to the Lodge no later than thirty (30) days following such deduction.

Section 3.2 Maintenance of Membership

All employees in the bargaining units covered by this agreement who are members of the F.O.P. as of the date of this Agreement, and all future employees who become members of the F.O.P., shall, for the term of this agreement, continue to be members of the F.O.P.

An employee shall have the right to revoke dues authorization by submitting a signed, written revocation authorization to the City Auditor and the Labor Council effective only at the expiration date of this Agreement.

Section 3.3 Membership Cancellation

- A. A member may withdraw authorization for dues deduction by the City directing his request in writing to the City Auditor, with a copy to the Labor Council.

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. Expiration of this Agreement.
- B. No other employee organization's dues shall be deducted from the pay of any bargaining unit member during the life of this Agreement.
- C. The F.O.P./O.L.C. hereby agrees that they will indemnify and hold the Employer harmless from any claims, actions, or proceedings by an employee, the F.O.P., or the Labor Council arising from deductions made by the Employer pursuant to this Article, except the non-payment of funds deducted from the employees pay.

Section 3.4 Bulletin Boards

The City shall provide at the Athens Police Department, a bulletin board for the use of the Labor Council. Labor Council officials shall be responsible for posting and or approving the posting of notices thereon which employees may read when reporting to or leaving their work stations, or during their off duty time. Notices or literature posted does not first have to be approved by the Chief of Police.

The Labor Council agrees that the bulletin board will be kept clean and no notices will be placed on the bulletin board which contains:

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

Section 3.5 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 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 box nor its contents shall be subject to the City's review. Such balloting shall not interfere with work activities.

Section 3.6 Place for Meetings

Meetings of the committees of the Labor Council will be permitted on City property when space is available and where work is not interrupted by such meetings. Such meetings will not be held during the regularly scheduled duty hours of the participants on the day in question.

Section 3.7 Use of Departmental Mail systems

The Labor Council shall be permitted to utilize, at no cost or loss of time to the City, the Departmental mail slots and/or the City's intranet office email system 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 slots and/or the intranet office email 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 slots 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.

**ARTICLE 4
MANAGEMENT'S RIGHTS****Section 4.1 Management's Rights**

Except to the extent expressly modified by the provisions of this Agreement, Management reserves and retains solely and exclusively all of its legal rights to manage the operations of the Division of Police of the City of Athens, Ohio. The rights of Management shall include, but are not limited to, its rights to determine the facts which are the basis of Management's decisions: to establish, change, or abolish policies, practices, or procedures for the conduct of the Division of Police and its services to the citizens of Athens, Ohio, consistent with the provisions of this Agreement.

Such Management rights shall include:

1. Determining matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its over-all budget, utilization of technology, and organization structure;
2. Directing, supervising, evaluating or hiring employees;
3. Maintaining and improving the efficiency and effectiveness of governmental operations;
4. Determining the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. The ability to suspend, discipline, demote, discharge for just cause, layoff, transfer, assign, schedule, promote, or retain employees;
6. Determining the adequacy of the work force;
7. Determining the overall mission of the employer as a unit of government;
8. Effectively managing the work force;
9. Taking actions to carry out the mission of the public employer as a governmental unit.

Nothing herein shall prevent employees from presenting their grievances in accordance with the provisions of the grievance procedure Article.

ARTICLE 5 NON-DISCRIMINATION AND GENDER

Section 5.1 Discrimination

There shall be no discrimination, harassment or pressure by the City or the Labor Council against any employee on the basis of such employee's membership or non-membership in the Labor Council. Additionally, neither the Management nor the Labor Council shall discriminate on account of race, color, creed, religion, sex, political affiliation, age, veteran status, sexual orientation, or disabilities.

Section 5.2 Gender

Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular. Words, whether in the masculine, feminine, or neuter genders, shall be construed to

include all of those genders. By the use of either the masculine or feminine genders, it is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reasons of sex.

ARTICLE 6 REPRESENTATION RELEASE TIME

Section 6.1 Labor Council Business

The Labor Council representative from each bargaining unit covered by this Agreement or his designee shall be granted time off without loss of pay or benefits up to a maximum of forty-eight (48) hours per year for the duration of this Agreement to perform Labor Council functions. The Labor Council representative from each bargaining unit may also serve as the Grievance Chairman and serve on the Labor/Management Committee.

Section 6.2 Conditions of Release

As a condition for the use of release time under this article, the employee representative from each bargaining unit shall provide a written request to the Chief of Police at least five (5) days in advance of the date upon which he or his designee desires to utilize any release time in excess of two (2) hours. All release time shall be with prior approval.

During his term in office, the employee representative from each bargaining unit shall continue to be required to report daily to his supervisor at his assigned shift starting time, and he shall be required to apprise his supervisor of his whereabouts at all working times while he is performing the duties allowed by this Article.

During such service in this post, the employee representative from each bargaining unit shall continue his entitlement to wages, fringe benefits, seniority accrual and all other benefits allowed a bargaining unit member as though he was at all times performing his job-related duties.

The employee representative from each bargaining unit will be required to drop or forego any of the activities allowed by this section, upon the direction of his supervisor, for the purpose of assisting in emergency police work. But for an emergency situation, sufficient time to perform Labor Council functions will not be unreasonably limited by the Administration or his supervisor nor will the employee representative devote unnecessary City-paid time to these functions. None of the duties of the employee representative herein described may be conducted if City-paid overtime hours are required to fill his vacancy.

Section 6.3 Official Roster

The Labor Council/F.O.P. shall provide to the City an official roster of its officers and representatives within thirty (30) days of the effective date of this Agreement. This roster will be updated within thirty (30) days of any change, and will include the following:

- A. Name
- B. Immediate supervisor
- C. Position held

The City agrees that this roster shall not be made available to the public by the City, and only City employees with a legitimate need to know shall have access to the roster.

ARTICLE 7 NO STRIKE - NO LOCKOUT

Section 7.1 No Strike

During the length of this Agreement and any extension of the same, there will be no strikes or work slowdowns by employees of the bargaining units.

In the event any employee covered hereunder is engaged in any violation of this Article, the Labor Council shall, upon notification by Management, immediately order such employee or employees to resume normal work activities and publicly denounce any such violations.

In the event any employee or group of employees of the City of Athens or any other labor organization or its members engage in any interruption of the City's business by way of strike or work stoppage of any kind, members of the bargaining units shall continue to perform their assigned duties within their job classifications.

Section 7.2 No Lockout

During the length of this Agreement, and any extension of the same, there will be no lockout of employees of the bargaining unit by the City of Athens.

ARTICLE 8 LABOR/MANAGEMENT MEETINGS

Section 8.1 Meetings

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 11.2 below. Meetings held within this Article will be by request of either party. Normally, no more than two (2) employee representatives of each bargaining unit covered by this Agreement, three (3) representatives of the City and one (1) non-employee representative of the Labor Council shall be permitted to attend such meetings. 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 regularly scheduled hours of work.

Section 8.2 Agenda

The party requesting the meeting shall furnish an agenda with the request for the meeting. Subjects that may be discussed at these meetings shall include (but are not limited to) the items listed below:

- A. The Administration of this Agreement;
- B. Notification to the Labor Council of changes made by the City which may affect bargaining unit members;
- C. Discussion of 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. Dissemination of general information of interest to the parties;
- E. Provision of the opportunity for Labor Council representatives to share the view(s) of their members and/or make suggestions on subjects of interest to their members;
- F. Discussion of ways to improve efficiency and work performance;
and
- G. Consideration and discussion of health, safety, and training matters.

Section 8.3 Reports

Written responses promised by the City representatives during such meetings to items raised by Labor Council representatives will be submitted to the Labor

Council representatives who attend such meetings within ten (10) calendar days after such meeting, unless the parties mutually agree to a time extension. The Labor Council may submit a written report as a result of such meetings.

ARTICLE 9 PROBATIONARY PERIOD

Section 9.1 Patrol and Communication Officers

All patrol officers and communication officers hired after the effective date of this Agreement shall serve a twelve (12) month probation period from the date of hire or the date of Ohio Peace Officer Certification, whichever is later, as applicable. If the service of the probation employee is unsatisfactory, the employee may be removed at any time during the probation period.

Section 9.2 Lieutenants

All lieutenants appointed after the effective date of this Agreement shall serve a six (6) month probation period. Demotion back to the rank of patrol officer shall be allowed during the six (6) month probation period but such demotion will be subject to the grievance/arbitration procedure.

ARTICLE 10 SENIORITY

Section 10.1 Definition

A. Departmental Seniority

Departmental seniority shall be an employee's continuous services from the last date of hire as a full-time employee within the Department. Full-time or part-time employment with the City of Athens in another department will not count toward the exercising of seniority rights.

B. Classification Seniority

Classification seniority in any of the ranks covered by this Agreement shall be from "Date of Appointment" in that specific rank. In the event two (2) or more members are appointed on the same day then test scores shall be the determining factor.

Notwithstanding the paragraph above, seniority time shall be prorated to reflect those periods of absence due to approved leave of absence without pay, suspension, or layoff.

Section 10.2 Seniority List

Every six (6) months, the Employer shall provide to the Labor Council representative, a seniority list showing the continuous service of each employee.

**ARTICLE 11
LAYOFF AND RECALL****Section 11.1 Layoff Notification**

When the City determines that a layoff or job abolishment is necessary, they shall notify the affected employees as soon as is practicable in advance of the effective date of the layoff or job abolishment.

Section 11.2 Layoff

The City shall determine in which classifications layoffs will occur and layoffs of bargaining unit employees will be by classification. Employees shall be laid off within each classification in the inverse order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. Lieutenants will have the right to bump out the lower ranking Patrol Officer, if their departmental seniority qualifies. A Lieutenant must exercise his bumping rights within five (5) days of his notice of layoff.

All temporary, intermittent, part-time, and seasonal employees of the Police Department will be laid off before members of the bargaining units. No employees from other classifications shall fill the positions of communications officers if the members of that unit are on layoff. In the event sworn (law enforcement) personnel are laid off pursuant to this article, they may not displace (bump) civilian dispatchers.

Section 11.3 Recall Notification

The City shall provide written notice of recall to the affected employees to the employee's last known address. It shall be the responsibility of each employee to keep the Human Resource Director informed of his current residence or mailing address.

Laid off employees shall notify the Human Resource Director of any temporary absence from their regular address. The City agrees that an employee's recall rights shall continue until said employee is contacted or until seven (7) days have lapsed. Each laid off employee shall be entitled to one (1) temporary absence under this section.

Section 11.4 Time Limits

The laid off employee shall have fourteen (14) calendar days after mailing or dispatching of said notification in which to exercise his rights to recall. After the expiration of his time, the next employee in line on the eligibility roster shall be notified in accordance with the above paragraph and be given his right to recall.

The employee who has been properly notified by the Service-Safety Director must report to work within three (3) days or at the discretion of the Service-Safety Director. Employees who fail to report for work as specified above shall forfeit their recall rights and the next employee in line on the eligibility roster shall be notified.

Laid off employees shall have recall rights for one (1) calendar year from the effective date of layoff.

A Lieutenant who bumps a Patrol Officer shall be reinstated to a vacancy in his prior rank before any Patrol Officer is installed to a position in that rank.

Section 11.5 Probationary Period

Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a new-hire probationary period at layoff shall be required to repeat such probationary period.

**ARTICLE 12
GRIEVANCE PROCEDURE****Section 12.1 Grievance Defined**

A "grievance" is defined as any complaint, by an employee, that the Management is in noncompliance with a provision of this Agreement; provided, however, if specific administrative agency relief of a judicial or quasi-judicial nature is provided for by the statutes of the State of Ohio or the United States for review or redress of a specific matter (such as Civil Service Commission, Workers' Compensation, Unemployment Compensation, Board of Review, E.E.O.C., Ohio Civil Rights Commission), an employee must elect only one forum from which to seek relief. Once the employee elects the manner of seeking relief, he will be precluded from seeking relief through the other forum.

Section 12.2 Time Limits

- A. The limits in days under each section shall be counted as calendar days. The number of days indicated at each level shall be considered as maximum. The time limits may, however be extended or the steps herein waived by mutual agreement of the parties concerned, expressed in writing.
- B. If any grievance is not initiated at the informal step within ten (10) days after the employee knew of the event or condition upon which it is based or with reasonable diligence should have known of such event or condition, the grievance shall be considered waived, shall no longer be deemed a grievance, and may not be processed as such.

Section 12.3 General

- A. Nothing required in this formal grievance procedure shall be construed as limiting the privilege of any employee covered hereunder having a complaint or problem to discuss the matter informally with any appropriate representative of Management and having such matter adjusted without intervention and/or consultation of the Labor Council, provided the adjustment is not inconsistent with the terms of this Agreement. Such informal agreement may be subject to Labor Council investigation to ascertain that the decisions reached are not in violation of this Agreement. Step One procedure may be bypassed if the management respondent feels he/she does not have the authority to resolve the grievance. The employer will not unreasonably hinder management respondents from exercising such judgment.
- B. The Labor Council shall designate two (2) representatives from each of the bargaining units covered by this Agreement for processing grievances or concerns. Any employee covered hereunder may consult a representative for assistance provided, however, any activity of this type shall be conducted at times which will not interfere with the duties assigned. Any such activity under this paragraph shall be on the basis of no loss or gain in pay by the employees covered under this Agreement.

Section 12.4 Procedure

All grievances shall be processed as follows:

A. Informal Procedure

Subject to 8.2 (B) any employee covered hereunder with an alleged grievance shall first discuss the matter with his/her immediate supervisor, either individually or together with his/her Labor Council representative. Dispositions of any grievances at this level shall be without precedent to

either Management or the Labor Council for any purpose whatsoever.

B. Formal Procedure

Should management fail to respond timely, the grievant and/or Labor Council retains the right to appeal to the next step according to the procedure described herein.

1. Step One Immediate Supervisor

- a. In the event the grievant is not satisfied with the disposition of the grievance at the Informal Procedure level, or if no decision has been rendered by the immediate supervisor within ten (10) days after the discussion of the grievance referred to in the Informal Procedure, the grievant may file the grievance in writing with the shift lieutenant. Such filing in writing shall take place within ten (10) calendar days of the lieutenant's response and shall state the specific basis for the grievance and the specific section of this Agreement at issue.
- b. Within ten (10) days after receipt of the grievance, the shift lieutenant shall either issue a decision to the aggrieved person in writing or conduct a meeting to investigate the grievance.
- c. In the event the shift lieutenant desires, he/she may conduct a meeting to investigate the grievance. The meeting may include a supervisor(s) or his/her representative, the aggrieved person, the Labor Council representative, and any other employee of the City. In the event such a meeting is held, within five (5) days following the day of the meeting, the shift lieutenant shall render his/her written answer to the grievance.
- d. If the Labor Council does not refer this grievance to Step Two of this procedure within five (5) days after receipt of the decision rendered in this Step one, it shall be considered to be satisfactorily resolved.

2. Step Two Police Chief

- a. In the event the Labor Council is not satisfied with the disposition of the grievance at Step One, or if no decision has been rendered within five (5) days from the date of the receipt of the grievance or the holding of the Step One meeting, whichever is applicable, the Labor Council may

appeal the grievance in writing, stating the specific basis for the appeal to the Chief by filing such appeal with the shift lieutenant and the Chief.

- b. The Chief or his designee shall, within ten (10) days of receipt of the Step Two appeal, conduct a meeting concerning the grievance. The meeting may include the aggrieved person, a Labor Council representative, the lieutenant involved, the Chief or his designee, and any other employee of the City directly involved in the issue. Within five (5) days after this meeting, the Chief or his designee will issue the decision along with the reasons, in writing, as to the disposition of the grievance. A copy will be furnished to the aggrieved person, the Labor Council, the supervisor and the Service-Safety Director.

3. Step Three Service-Safety Director

- a. In the event the Labor Council is not satisfied with the disposition of the grievance at Step Two, or if no decision has been rendered within five (5) days from the date of the receipt of the grievance or the holding of the Step Two meeting, whichever is applicable, the Labor Council may appeal the grievance in writing, stating the specific basis for the appeal to the Service-Safety Director by filing such appeal with the Chief and the Service-Safety Director within five (5) days after receipt of the decision.
- b. The Service-Safety Director or his designee shall, within ten (10) days of receipt of the Step Three appeal, conduct a meeting concerning the grievance. The meeting may include the aggrieved person who filed the grievance, a Labor Council representative, any lieutenant involved, the Service-Safety Director, or his designee, any other employee of the City directly involved in the issue. Within ten (10) days after this meeting, the Service-Safety Director or his designee will issue the decision along with the reasons, in writing, as to the disposition of the grievance. A copy will be furnished to the aggrieved person, the Labor Council, the supervisor, and the Chief.
- c. A disciplinary grievance involving demotion, termination, or suspension will be submitted directly to Step Three of the grievance process with a copy of the grievance provided to the Chief of Police.

Section 12.5 Arbitration

- A. The O.L.C. shall have the right to appeal any grievance, as defined in Section 8.1, to arbitration. Arbitration must be requested, in writing, within twenty-one (21) days after the written answer was given under Step Three of the grievance procedure set forth above. Otherwise, the matter shall not be subject to arbitration. In the event it is claimed by Management that any matter filed as a grievance is not a grievance as defined in Section 1, such issue ~~, as such,~~ may be appealed to arbitration, with the arbitrator having the authority to rule on the arbitrability issue prior to hearing any evidence or issuing any ruling on the merits of the dispute.
- B. Notification of the intent of the Labor Council to appeal a grievance to arbitration must be submitted in writing to the Mayor within twenty-one (21) days after the written answer was given by the Service-Safety Director under Step Three of the grievance procedure. Upon receipt of such notification, the Mayor or his designee and the Labor Council will jointly request the Federal Mediation and Conciliation Services to provide the parties with a panel of arbitrators from which the parties can select an arbitrator. An alternate striking system shall be used with the initial strike to be determined by a coin flip. However, there is nothing prohibiting the parties from mutually agreeing on an arbitrator prior to requesting the panel from the FMCS.
- C. Management and the Labor Council shall equally share the fees and expenses of the arbitrator and any expenses incidental to the arbitration proceeding. Each however, shall be responsible for the fees and expenses of its representatives.
- D. Unless contrary to law, the decision of the arbitrator shall be final and binding upon Management, the Labor Council and any employee involved in the matter.
- E. The arbitrator shall not have the power to add to, subtract from, or modify this Agreement and shall only have the authority to interpret the provisions of this contract in light of applicable law as the same relate to the specific grievance appealed to arbitration. The arbitrator shall decide the issues presented on the basis of the reliable, substantial and preponderance of the evidence in the record of the proceedings and the express terms of this Agreement.

Section 12.6 Representation

- A. During the term of this contract, no employee covered hereunder may be represented by any organization other than the O.L.C. in any grievance initiated pursuant to the provisions of this contract.

- B. The O.L.C. and/or employee, as such shall have the right to file a grievance if the subject matter involved concerns an alleged violation of this Agreement as respects a matter affecting two or more employees covered hereunder.

Section 12.7 Miscellaneous

- A. Nothing in this Agreement shall require the Labor Council to pursue any grievance at any level or prohibit the Labor Council from exercising discretion in determining whether or not to pursue an alleged grievance.
- B. Any step or time limits imposed herein may be waived or extended by the mutual consent of the parties in writing.

**ARTICLE 13
INVESTIGATION AND DISCIPLINE**

Section 13.1 Internal Investigation

- A. The City and the Labor Council recognize the need for a process whereby management can effectively maintain the honesty and integrity of the organization through a discipline process that is not so complex and vague in its wording that it is unenforceable and yet maintains just protection, dignity and generally recognized rights of the employee. The following procedure shall apply to all internal investigations or instances where the filing of criminal charges may occur.
- B. Employees shall be informed of the specific nature, to the extent known at the time, of an incident or complaint prior to any interrogation and shall be informed whether the investigation focuses upon the filing of criminal charges or internal discipline.
- C. 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 continued, shall constitute the basis for such a charge. During interrogations where suspension, demotion, discharge or the filing of criminal charges is likely to occur, the employee shall be notified of his right to have a maximum of two (2) representatives present. The representatives may be a Labor Council representative and/or an attorney. If the employee desires to have a representative present, he shall be given reasonable opportunity to consult with the representative before the interrogation begins.
- D. Management shall have the right to require employees to submit written reports of incidents under investigation. However, the employee shall retain the right to simultaneously submit to the Labor Council a copy of

such report. Should such a report submitted show that the employee has committed a crime, said report may not be used in any criminal proceeding against the employee. The report may be used by Management or the Labor Council in taking action or defending said employee with respect to discharge or discipline.

- E. Recordings and transcripts made of discipline hearings held before the Chief of Police, Service-Safety Director or Civil Service Commission shall be made available to the Labor Council within five (5) business days of such request for purpose of defending an employee in the case of discipline or discharge.
- F. An employee who has been the subject of an investigation shall be informed, in writing of the outcome at the conclusion of the investigation. The investigation will be considered complete when the Captain forwards the report to the Police Chief. Management shall conduct all internal investigations in an expeditious manner, consistent with recognized investigative techniques and shall not engage in unwarranted delays. The employee under investigation shall have the right to approach management directly or through his representative to ascertain the status of the investigation. Reasonable efforts will be made to conclude the investigation no more than thirty (30) days after its commencement. The Labor Council and the employee will be notified about the need for extensions. If an extension of the initial thirty day period is necessary, no more than two separate thirty (30) day extensions will be permitted without the approval of the Labor Council.
- G. Before a citizen complaint can rise to the level of a formal complaint that can result in disciplinary action, there shall be a written statement signed by the complainant. Statements must be signed by the actual complainant or their legal guardian. Violations observed by police supervisors do not constitute citizen complaints and do not require a citizen's signed statement.
- H. For purposes of this article, instruction/training or evaluations are not considered disciplinary actions.

Section 13.2 Disciplinary Procedure

- A. No employee shall be disciplined except for just cause.
- B. The principles of progressive disciplinary action shall be followed with respect to minor offenses. Normally, progressive discipline shall consist of an oral reprimand or a written reprimand; short term suspension; a long term suspension, demotion or discharge.

- C. The City may suspend an employee with pay during a portion of or pending the outcome of an internal investigation.
- D. The City shall not suspend without pay, demote or discharge an employee without first conducting a hearing. This hearing shall be held between the City, the employee and Labor Council representative provided, however, the employee desires to have a Labor Council representative present.
- E. The City agrees that all disciplinary hearings shall be carried out in private and shall make no public disclosure of disciplinary action unless such action involves a suspension, demotion or discharge. In these instances no public disclosure shall be made until such time as the employee and the Labor Council have each been given notice by the City what discipline will be brought against the employee.
- F. Seventy-two (72) hours prior to the pre-disciplinary hearing, the employee will be provided with a written statement of specific charges of misconduct along with disclosure of all available material which may substantiate the charge. A maximum of two (2) employee representatives may be present at the pre-disciplinary hearing.

ARTICLE 14 PERSONNEL FILE

Section 14.1 Personnel File

There shall be only one (1) official personnel file and it shall be maintained by the City's Human Resource Director.

- A. Every employee shall be allowed to review and copy the contents of his personnel file at all reasonable times, upon written request. Any contents copied shall be identified by memorandum placed in the employee's personnel file. Memorandum clarifying and explaining alleged inaccuracies of a document in his file may be added to the file by the respective employee. Additionally, the personnel files are subject to review by the employee's representatives if prior written approval is submitted by the employee to the Human Resource Director.
- B. At the request of the employee, notations of oral reprimands will be removed from the employee's personnel files twelve (12) months after the effective date of the reprimand provided there is no intervening written notice of disciplinary action during the twelve (12) month period. Written reprimands will be removed from the employee's personnel file eighteen (18) months after the effective date of the reprimand provided there is no intervening written notice of disciplinary action during the eighteen (18) month period.

- C. At the request of the employee, records of suspensions will be removed from the employee's personnel files twenty-four (24) months from the date of suspension provided there are no intervening disciplinary actions against the employee during the said twenty-four (24) months. After a twenty-four (24) month period demotions shall not be used in future disciplinary considerations.
- D. For the purposes of this section it is agreed that if an employee, who is entitled to the removal of a reprimand or suspension fails to request said removal, the expired document shall not be considered in subsequent disciplinary action.
- E. Any employee's signature on a document shall mean he has seen the document and not that he agrees with its content unless it is so stated on the document.
- F. In any case in which an action of record is disaffirmed through the Grievance Procedure, by the Service/Safety Director, by the Civil Service Commission, and/or by a court of competent jurisdiction, the member's personnel files shall clearly reflect such disaffirmance.

ARTICLE 15 MISCELLANEOUS NON-ECONOMIC

Section 15.1 Rules and Regulations

The City agrees that Rules and Regulations of the Police Department shall be furnished to each member of the bargaining units in written form or via the intra-office email system.

To the extent possible, the City agrees that amendments to the Rules and Regulations shall be provided to the Labor Council representative in written form or via the intra-office email system fourteen (14) days in advance of their implementation. The Labor Council or any member of the bargaining units 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 not violate any provisions 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.

Copies of operational policies, procedures and directives, along with rules and regulations, need not be issued to each individual member, but must be made available via computer or in an accessible manual maintained at the police

department after being explained to each member and documented in that person's department training file.

Section 15.2 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.

Section 15.3 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.

Section 15.4 Lunch Periods

Each employee of the bargaining units cover by this Agreement shall be granted a one-half (½) hour meal period during each regular work shift. Those employees required to remain on duty and on call during their meal period shall have the meal period considered as part of their standard work day schedule. Except for a call requiring immediate action, the employee's lunch break shall not be interrupted.

Section 15.5 Firing Range

- A. The City of Athens shall provide firearms sessions at least twice a year at no cost to the officer. One session shall include a qualification round. The dates for qualification shall be set by the Chief of Police or his designee. All qualifications shall be conducted in compliance with OPOTA firearms recertification standards in effect at that time.

The dates for qualification shall be set by the Chief. Each officer shall qualify with the weapons to be carried. Officers failing to qualify on the first attempt shall be given at least two (2) additional times through the course to qualify. Failure to qualify at this point will result in the employee being assigned to a non-sensitive position for a period of no more than ten (10) working days. During this ten (10) day period, the City shall provide training to help the employee qualify. No City paid overtime shall be required for additional training during this ten (10) day period.

If/when OPOTA changes its qualification standards, the City will provide each sworn officer with training on the standards.

- B. The Chief or his designee shall approve all off-duty weapons. Officers who choose to carry an off-duty weapon of a caliber other than the issued uniformed duty weapon shall furnish their own ammunition for

qualifications. In addition, the employee shall carry only that ammunition specified by the Chief. In the event the weapon is of a caliber other than the issued uniformed duty weapon the ammunition shall be furnished by the officer.

ARTICLE 16 HOURS OF WORK AND OVERTIME

Section 16.1 Intent

This Article is intended to define the hours of a work day, hours of a work week and to define the basis for the calculation of overtime.

Section 16.2 Work Day and Work Week

A work day shall consist of eight (8) consecutive work hours during a scheduled work shift. Except to accommodate change of shifts or days off, a work week shall consist of five (5) work days followed by two (2) consecutive days off.

Patrol Officers, on a limited basis, may be assigned to a Wednesday through Sunday shift where each of the five (5) eight (8) hour work shifts would start at 7 pm, except Sunday when the shift would start at 3pm.

The words "hours worked" as used in this Agreement shall include all hours during which the member is on paid status.

Section 16.3 Overtime

All hours worked in excess of a scheduled work shift or forty (40) hours in one (1) week shall be paid at one and one half (1½) times the employee's regular straight-time hourly rate, including longevity, shift differential, education or other items afforded by the Fair Labor Stands Act. Overtime shall be computed to the nearest half hour.

The work week shall be computed between 12:01 a.m. on Sunday of each calendar week and 12 o'clock midnight the following Saturday.

There is no guarantee of overtime to any employee.

Section 16.4 Pay Checks

Employee checks are direct deposited only into account(s) designated by the employee. Check stubs are accessible online at the e-mail address provided by the employee.

The Auditor's Office can deposit any portion you choose into a separate checking or savings account an employee designates. Paychecks can be deposited into as many as four different accounts at four different locations.

Section 16.5 Call-in Pay

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

Other than when specified herein, when an employee is called in at a time disconnected from his/her normal hours, the employee shall be paid at one and one-half (1½) times the employee's regular rate for the time worked but no less than three (3) hours for such call-in, including time for parades and intoxicilizer. An employee may voluntarily waive their right to three (3) hours minimum time by electing not to work three (3) hours.

Section 16.6 Court Time

For each appearance at a time disconnected from their normal hours, employees shall be paid at one and one-half (1½) times the regular hourly rate for the actual hours at court, but not less than three (3) hours for such appearance. Such court appearances must be related to the employee's position with the City. Any fees received for such appearance shall be remitted to the City within three (3) days of receipt.

Section 16.7 Overtime Opportunities

A. Method

1. Patrol Officers

The Administration shall rotate scheduled overtime opportunities among qualified full-time Patrol Officers who normally perform the work that is being assigned when the requirement of an assignment, as reasonably determined by the Chief or his designee dictates the need for a full-time Patrol Officer. The Administration shall post and maintain an overtime roster. This roster shall include a list of employees eligible for such overtime and an updated total-hours worked and hours refused by each employee. Employees who show up for scheduled overtime shall receive one and one-half (1½) times their regular rate of pay for actual hours worked. Overtime opportunities created hereunder shall be equalized whenever practicable. The City agrees not to assign a Patrol Officer to Communications Officers duty when Communications Officers are available if said assignment would result in the Patrol Officer receiving overtime. Other than emergency staffing situations, Police Officers will not normally be mandated to cover eight (8) hour shifts of Communication Officer's positions.

2. Lieutenants

The Administration shall rotate scheduled overtime opportunities among qualified Lieutenants who normally perform the work that is being assigned, when the requirement of an assignment, as reasonably determined by the Chief or his designee dictates the need for a Lieutenant. The Administration shall post and maintain an overtime roster. This roster shall include a list of employees eligible for such overtime and an updated total-hours-worked and hours refused by each employee. Employees who show up for scheduled overtime shall receive one and one-half (1½) times their regular rate of pay for actual hours worked. Overtime opportunities created hereunder shall be equalized whenever practicable. Lieutenants shall have the first right of refusal to any overtime caused when there is an absence of another Lieutenant from a shift. Lieutenants shall not be credited for overtime offered and refused if such overtime falls between any double back shift.

3. Communication Officers

The Administration shall rotate scheduled overtime opportunities among qualified full-time communication officers who normally perform the work that is being assigned when the requirement of an assignment, as reasonably determined by the Chief or his designee dictates the need for a full-time communication officer. The Administration shall post and maintain an overtime roster. This roster shall include a list of employees eligible for such overtime and an updated total-hours-worked and hours refused by each employee. Employees who show up for scheduled overtime shall receive one and one-half (1½) times their regular rate of pay for actual hours worked. Overtime opportunities created hereunder shall be equalized whenever practicable. The City agrees not to assign a Patrol Officer or any other personnel to Communications Officers duty when full-time Communications Officers are available if said assignment would result in the Patrol Officer receiving overtime.

B. Refusal/No Response

An employee who refuses or fails to respond to a scheduled overtime assignment shall be credited with the amount of overtime refused as if it had been worked.

C. Scouts

Explorer Scouts will only be used where a sworn police officer with arrest powers is not needed and provided Explorer Scouts will not be used to avoid payment of overtime as determined by the Chief of Police.

D. Mandatory Overtime

1. Communication Officers

When an overtime opportunity for a communication officer cannot be filled through the normal equalization of overtime process, the opportunity may be filled by mandatory overtime. A communication officer will be mandated for a communication officer. Qualified full-time police officers will be offered the opportunity to work before a communication officer is mandated.

2. Lieutenants

When an overtime opportunity for a lieutenant cannot be filled through the normal equalization of overtime process, the opportunity may be filled by mandatory overtime. The mandatory overtime shall be by rotating inverse seniority. Officers shall not be mandated to fill the Lieutenant overtime vacancy when there are Lieutenants who can be mandated. Lieutenants will only be mandated if the overtime is created by the absence of another Lieutenant, not from the absence of a patrol officer or communications officer.

3. Patrol Officers

For the first pay period of the year mandatory overtime for patrol officers shall be filled by inverse seniority. All other mandatory overtime for patrol officers shall be filled by the employee who has worked the least amount of overtime based on the overtime rotation list and who is eligible to work such overtime. When two or more employees have worked the same number of hours, the mandatory overtime shall be filled by the least senior employee eligible to work.

Employees will be mandated per classification.

- Communication Officer will be mandated for Communication Officer
- Patrol Officer will be mandated for Patrol Officer
- Lieutenant will be mandated for Lieutenant

Patrol Officers shall not be mandated to fill a lieutenant's overtime vacancy when there are lieutenants that can be mandated.

Qualified Reserve officers will be offered the opportunity to work before a police officer is mandated.

E. State of Emergency

If a state of emergency is declared by the Governor of the State of Ohio, and subsequently declared by the Mayor of the City of Athens employees on duty during the declared emergency will receive two (2) times their hourly rate for all hours worked during the declared emergency.

Section 16.8 Compensatory Time Bank

Employees, at their option, may convert up to sixty-eight (68) hours of overtime to compensatory time per calendar year. Time will accumulate at the rate of one and one-half (1½) hours for each overtime hour worked. Upon separation from service for any reason, members shall be paid at their current rate of pay for all accumulated hours of time. When a member dies while in paid status in the City Service, any unused compensatory time to his credit shall be paid in a lump sum to the surviving spouse or the estate of the deceased.

Minimums of compensatory time may be used in three (3) hour segments. Requests for the use of compensatory time must be submitted forty-eight (48) hours in advance and be approved by the Chief or his designee. The Chief or his designee may waive the advance notice. Lieutenants may approve increments of less than three (3) hours if it does not create an overtime situation.

Employees shall, at the time they work in an overtime capacity, declare whether they desire overtime or compensatory time. From the beginning of the first pay period of a year to the end of the last pay period of that year, an employee shall have the right to accumulate and maintain up to a maximum of one hundred and two (102) hours compensatory time with the following exception. From January 15 through February 15 of each year, employees may not earn or use compensatory time. At the first pay date following February 15 of each year the employee will be paid for up to a maximum of one hundred and two (102) hours of compensatory time accumulated during the preceding eleven (11) month period. The compensatory time shall be paid at the rate of pay as the employee received for the final pay period of the year in which the compensatory time was earned.

Section 16.9 Pyramiding

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

Section 16.10 Trading Time

The practice of trading time between the Athens Police Department employees shall be done in compliance with the Fair Labor Standard Act. All hours worked or traded off due to trading time shall be documented on TT request forms provided for the purpose and must be the result of voluntary agreements between the parties. All time traded must be paid back within one year by the benefiting employee.

Hours traded through this practice shall in no manner become the liability of the City and no payment for said accrued TT will be made under any circumstance if reciprocal payment for hours traded does not occur as agreed between the employees.

Section 16.11 Field Training Officer

When a police officer or communication officer is assigned the duties of Field Training Officer, the officer shall receive one-half hour of overtime.

When a police officer or communication officer is assigned the duties of Field Training Officer, the officer shall receive one-half hour of overtime for each cumulative eight (8) hour training period. This time may not be converted to compensatory time.

Section 16.12 Canine Officer

Canine Officers will be assigned to eight (8) hour shifts and will be released one (1) hour a day from each shift to be compensated for the care of the canine dog at their residence. Under normal circumstance the canine officer will only be required to work seven hours per scheduled shift and shall be compensated at time and one half for any hours required to work over seven hours in a given day. In addition each canine officer will be afforded a maximum of eight (8) hours per week for training purposes. This release time will be approved in advance from their supervisor and this training time is not accumulative. Four (4) hours of compensatory time per fourteen (14) day pay period will be earned by the canine officer for care and maintenance of the canine on the officer's normal days off.

The canine will be the property of the City of Athens and will be licensed in accordance with all state and local laws as such. The City will provide all food, equipment and veterinary services for the canine.

ARTICLE 17 WAGES

Section 17.1 Wage Scales

Employees covered by this Agreement will be paid according to the following wage scales:

A. Patrol Officers

	Start	1 Year	2 Years	3 Years	4 Years
Beginning December 5, 2010	20.33	21.32	22.43	24.27	25.83
Beginning December 4, 2011 (3%)	20.94	21.96	23.10	25.00	26.60
Beginning December 2, 2012 (2.5%)	21.46	22.51	23.68	25.63	27.27
Beginning December 1, 2013 (2%)	21.89	22.96	24.15	26.14	27.82

B. Lieutenants

A Lieutenant will receive a rank differential of twelve (12) percent more than a top step Patrol Officer during the six (6) month probationary period. At the conclusion of the six (6) month probationary period a Lieutenant will receive a rank differential of twenty (20) percent more than a top step patrol officer.

Probationary lieutenants serving their six (6) month probationary period and/or a patrol officer who is required by the Employer to function in the capacity of a temporary lieutenant shall earn ten (10¢) more per hour than a top step patrol officer working out of rank as per Article 26.

	Start	After 6 Months
Beginning December 5, 2010	28.93	31.00
Beginning December 4, 2011 (3%)	29.80	31.93
Beginning December 2, 2012 (2.5%)	30.55	32.73
Beginning December 1, 2013 (2%)	31.16	33.38

C. Communication Officers

	Start	1 Year	2 Years	3 Years	4 Years
Beginning December 5, 2010	18.27	19.16	20.15	21.65	23.16
Beginning December 4, 2011 (3%)	18.82	19.73	20.75	22.30	23.85
Beginning December 2, 2012 (2.5%)	19.29	20.22	21.27	22.86	24.45
Beginning December 1, 2013 (2%)	19.68	20.62	21.70	23.32	24.94

Employees in the patrol officer and the communication officer classifications will move through the steps based upon the anniversary of their date of hire.

New hires in either the patrol officer or communication officer classification with prior police experience at a law enforcement agency of comparable size will be slotted into the steps according to the "experience levels" as described below.

For the purposes of slotting, experience at a village will not be considered. Experience with a University or College Police Department will be considered on a case by case basis. To receive credit for prior service there cannot be a break in service other than giving job notice or vacation time. The prior service credit is at the discretion of the City. Prior Service Credit will be as follows:

Years of Service	Starting Step
2 years continuous full-time experience	Step 1 Year
4 year of continuous full-time experience	Step 2 Years
6 Years of continuous full-time experience	Step 3 Years
8 years of continuous full-time experience	Step 4 Years

Section 17.2 Pension Funds

Effective with the first pay of 1996, following ratification of the agreement by City Council, the City's method of payment of annual wages to bargaining unit employees who are participants in the Ohio Police and Fire Pension Fund (OP&F) or the Public Employees' Retirement System (PERS) is hereby modified as follows, in order to provide for an annual wage reduction "pick up" of employee contributions to OP&F or PERS.

The total annual wage for each employee shall be the annual wage payable under the terms of the labor agreement. Such total annual wage of each employee shall be payable by the City in two parts: (A) deferred wages and (b) cash wages. An employee's deferred wages shall be equal to that percentage of that employee's total annual wage which is required from time to time by the respective retirement system to be paid as an employee contribution by that employee, and shall be paid by the City to respective retirement system on behalf of that employee as a "pick up" and in lieu of the respective retirement system employee contribution otherwise payable by that employee. An employee's cash salary shall be equal to that employee's total salary less the amount of the "pick up" for that employee, and shall be payable, subject to applicable payroll deductions, to that employee. The City shall compute and remit its employer contributions to the respective retirement system based upon an employee's total annual wage. The total combined expenditures of the City for such employee's total annual wage payable under the terms of the labor agreement and the "pick up" provisions shall not be greater than the amounts it would have paid for those items had the "pick up" provision not been in effect.

ARTICLE 18 SHIFT DIFFERENTIAL

Section 18.1 Shift Differential

A shift differential of seventy-five cents (75¢) per hour will be paid for all hours worked by an employee other than those between 0700 and 1500 (7 a.m. and 3 p.m.), Monday through Friday. Day shift employees who are held over beyond 3:00 p.m. shall be eligible for shift differential for hours actually worked beyond 3:00 p.m. Employees working overtime shall qualify for shift differential for hours actually worked other than those hours between 0700 and 1500 (7 a.m. and 3 p.m.), Monday through Friday.

Police Officers assigned to task forces may elect to receive shift differential at the above rate or at a rate of seventy-five cents (75¢) per hour for all hours actually worked between 5:00 p.m. and 7:00 a.m., Monday through Friday and weekends and seventy-five cents (75¢) per hour for all hours actually worked outside the county between 7:00 a.m. and 5:00 p.m., Monday through Friday.

Section 18.2 Method of Payment

Shift differential pay shall be paid only for actual hours worked during a work day. Shift differential shall not be paid in addition to regular pay for any hours of leave with pay. If shift differential pay is applicable under the terms of this Article, to a work day, and authorized overtime occurs in conjunction with the regular work day, the shift differential shall be paid for each hour of overtime work. However, the shift differential pay shall not be added to the base hourly rate prior to computing the overtime rate. Shift differential pay is not applicable to court appearance time, but is applicable to hours worked when called back to duty if the member otherwise qualifies for the shift differential pay. Shift differential pay will be paid on a bi-weekly basis and will not be cumulative under any circumstance.

ARTICLE 19 LONGEVITY

Section 19.1 Schedule

In addition to the wages specified in this Agreement, each employee covered by the terms of this Agreement shall be entitled to receive additional payment in accordance with the following schedule:

Completed Years of Service	Longevity Bonus
After 5 years of service	1% of base salary
After 7 years of service	2% of base salary
After 9 Years of service	3% of base salary
After 11 Years of Service	4% of base salary
After 13 Years of Service	5% of base salary
After 15 Years of Service	6% of base salary

Section 19.2 Payment

Longevity pay is based on a percentage of an annualized calendar year biweekly pay period of an employee. Base salary is regular earnings only and does not include extra pay such as overtime, shift differential, educational pay, etc. If an employee is on leave without pay at any time during the calendar year, these hours and pay must be deducted from the employee's yearly wages earned.

Longevity begins to be earned only after an employee reaches his/her 5th anniversary date. During that 5th year, the employee's longevity pay will be prorated from his/her anniversary date through the end of the calendar year. Employees that reach a new percentage level of longevity in the 7th, 9th, 11th, 13th or 15th years will be paid the prior percentage rate from the first of the year to the employee's anniversary date, and the new percentage rate from the anniversary date to the end of the year of 26 biweekly pay periods.

Payment shall be made in a lump sum no later than the first pay in December of each year following the completion of the employee's anniversary period as set forth in Section 18.1 above.

Section 19.3 Eligibility

The years of service shall be determined by starting with the beginning of an employee's continuous full-time employment with the City of Athens. Personnel in a full-time employment status as of December 1, 1984, who have had discontinuous service, other than seasonal, contract or casual employment with the City shall have longevity pay computed on the basis of total actual years of service. Full-time employees hired after December 1, 1984, who have had previous service with the City shall have their longevity status computed on the basis of years of service from the most recent date of hire with no provision for

previous years of service. Post hire military time and all approved leave time shall count. Any time lost due to suspension, layoff or leave without pay shall not count.

Employees hired or rehired after December 2005 shall not be eligible for longevity pay.

Section 19.4 Termination

In the event an employee eligible for payment hereunder, terminates employment, the annual payment provided herein shall be prorated for the period of such employment.

ARTICLE 20 HOLIDAYS

Section 20.1 Holidays

The following are designated as paid holidays:

Holiday	Observed
New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Presidents Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25
Employee's Birthday	

Section 20.2 Pay for Holidays

For purposes of holiday payment, the year for holidays shall be January 1 to December 31. Employees who work on any of the above-named holidays, excluding the employee's birthday, shall receive time and one half pay for all hours worked on such holidays. For the purpose of calculating hours worked on a holiday, the holiday shall start at 11p.m. the day before the holiday and end at 10:59 p.m. the day of the holiday. In addition employees who have completed their normal tour of duty in an active pay status for the week in which one of said holidays falls, shall receive an additional amount of pay for such week equaling one-fifth (1/5) of the weekly pay of the classification pay grade and step in which he/she is serving as follows: payable no later than the last pay in November, for the holidays in section 20.1 occurring in the calendar year of payment. Should

an officer be terminated or resign prior to the end of the calendar year, but after payment of holidays, any overpayment of holiday pay will be subtracted from any balance of payroll or termination pay due that employee.

ARTICLE 21 VACATION

Section 21.1 **Vacation Schedule**

Employees will be granted time off for vacations during each vacation year based upon the following schedule:

Length of Service	Vacation Credit
After 1 Year	10 days
After 6 Years	15 days
After 12 Years	20 days
After 18 Years	25 days
After 25 Years	30 days

Section 21.2 **Vacation Eligibility**

In order to be eligible for vacation with pay an employee must have been continuously employed by the City for at least twelve (12) months.

Section 21.3 **Vacation Usage**

Each employee entitled to vacation will schedule at least one (1) week of vacation on consecutive days. The balance may be taken in units of not less than one-half (1/2) day.

An employee shall have the right to take vacations according to his/her classification seniority, subject to scheduling requirements of Management in accordance with the selection procedure of Sections 3 and 4 of this Article.

Section 21.4 **Vacation Selection**

The order of picking a vacation shall be by classification and shift seniority. No more than one (1) employee covered hereunder on each respective shift shall be permitted vacation leave at any one time. However, more than one (1) employee may be approved by the Chief or his designee for vacation leave on each respective shift as long as such approval would not create more than one mandatory overtime situation.

In order to be granted preference hereunder, requested vacation time must be submitted to the Chief by March 1st of each calendar year and submitted back to the officers by March 15th of each calendar year. Once vacation time is

approved, only mutual consent or legitimate emergencies shall prevail to change the scheduled dates. After pre-scheduling one week of vacation, vacation periods of less than one week may be prescheduled after March 15th of each calendar year. Vacations of one week or more shall take precedence over vacation days regardless of seniority. Any block of vacation time will take precedence over a single vacation day request. A block of time for this purpose is identified as two (2) or more days.

Section 21.5 Separation

Upon separation from the City service, an employee shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation leave to his/her credit at the time of separation up to three (3) year's accrual.

ARTICLE 22 LEAVES

Section 22.1 Sick Leave

Sick leave may be requested for the following reasons:

- A. Illness of the employee or illness of the employee's immediate family requiring the employee's personal care and attendance. Such leave shall be for such reasonable time as is necessary to make appropriate longer term arrangements.
- B. Exposure of an employee to contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.
- C. Medical, dental, or optical examinations or treatment of an employee.
- D. Death of an employee's immediate family member.

An employee requesting sick leave shall cause notification to his immediate supervisor or other designated person, of the fact and the reason, one (1) hour prior to the time he is scheduled to report to work on each day of absence - unless other arrangements have been made with the supervisor. Notification to the immediate supervisor or designated person of the need for sick leave does not require the employee to state a diagnosis or divulge private health care information, but can be stated in generalized terms sufficient to be in accordance with sick leave use under this article.

The Service-Safety Director may require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave.

Upon the employee's request, vacation leave may be used as sick leave after sick leave is exhausted.

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 City will apply the formula of 4.6 hours of sick time for each eighty (80) hours in a paid status, or any portion thereof, and apply this amount to the individual employee's total accumulation of sick leave time. This adjusted amount will apply only to overtime hours during the preceding calendar year and will be reflected on the first paycheck in March of each year. This increased amount will be for overtime hours worked and paid for by the City of Athens. The amount of sick leave time any one (1) employee may accrue is unlimited. Sick leave shall be charged in minimum units of one (1) hour. Employees absent on sick leave shall be paid at the regular rate.

All employees will be eligible for payment of sick leave at time of retirement at the rate of one (1) day's pay for each four (4) days accumulation up to a maximum of forty (45) days. When an employee passes away while in active employment, the surviving spouse or the estate of the deceased employee, will be eligible to receive sick leave payment for which the decedent would otherwise have qualified.

For the purposes of this section, immediate family is defined as spouse, significant other who stands in place of a spouse, children, mother, father, foster parent or guardian, brother, sister, grandparent, grandparents-in-law, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, stepfather, stepmother, stepsister, stepbrother, stepson, stepdaughter, half-brother, half-sister, or any dependent person living in the same household on a continuous basis.

It is understood that excessive tardiness, or abuse of sick leave constitutes just cause for discipline and it is the intent of the City to take progressive corrective action up to and including discharge. Patterns of excessive use of sick leave may constitute abuse of sick leave.

If an employee becomes ill during work hours, he/she must notify the immediate supervisor before leaving, except in the event of an emergency when the Communications Center will be notified.

An employee may donate up to a maximum of forty (40) hours of accumulated and unused sick leave annually to another employee so long as the recipient has exhausted all available sick leave and the donating employee has a minimum bank of one hundred sixty (160) hours of accumulated and unused sick leave after the donation.

Section 22.2 Special Leaves**A. Jury Duty Leave**

A bargaining unit member, while serving upon a jury or responding to a subpoena in any court of record will be paid at his regular salary for each of his work days during the period of time served. Time so served shall be deemed active and continuous service for all purposes. Any fees paid to a member for such service shall be remitted to the City.

B. Examination Leave

Time off with pay shall be allowed to bargaining unit members to participate in promotional Civil Service Tests occurring during regular work hours for the employee taking the test.

Section 22.3 Injury Leave

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

- A. Any covered employee who is disabled as a result of a service connected physical injury shall be entitled to receive his full salary during such period of disability up to a maximum of four hundred eighty (480) hours. If the employee is still unable to return to work at the end of the paid injury leave he/she may request a leave without pay. However, no leave hereunder shall exceed a total of twelve (12) months. An employee granted a leave under this section shall continue to be covered under the City's group health and life insurance plans under the same conditions as coverage would have otherwise been provided.
- B. The following conditions will apply to injury leave:
 - 1. The employee must submit a physician's statement to the Human Resource Director to qualify for injury leave. The statement shall include a diagnosis and an estimated return to work date. If the estimated return to work date extends beyond twelve (12) weeks, or if the physician extends the return to work date during the leave, the employee may file a lost-time claim with the Bureau of Workers' Compensation.
 - 2. An employee will not be required to substitute accrued sick, vacation or compensatory time for any part of an injury leave. An employee may elect to use accrued leave after using the four hundred eighty (480) hours of paid injury leave.
 - 3. An employee may request intermittent leave for medical appointments related to the injury or due to a reduced work

schedule as a result of the injury. The intermittent leave will be deducted from the four hundred eighty (480) hours of paid injury leave.

4. The City reserves the right to obtain a second and, if necessary a third opinion at its expense, periodic reports on the employee's status and intent to return to work and a fitness-for-duty report to return to work. If it is necessary to obtain a third opinion, the City and the employee will mutually agree on the selection of the physician.
5. If an employee receives temporary total disability payments for any portion of the paid injury leave the payment will be turned over to the City. Vacation and compensatory time are exempt from the reimbursement to the City.
6. An employee on an unpaid injury leave will not accrue vacation or sick leave. Seniority shall continue to accrue for the full term of the injury leave.

Section 22.4 Conversion of Sick Leave

On or before October 30th of each year, an employee may elect in writing to the Human Resource Director to receive cash payment for those hours accumulated in excess of nine hundred sixty (960) hours, but less than twelve hundred (1200) hours on a four (4) to one (1) of accumulation to pay basis. Payment shall be made on the first pay date in December.

Section 22.5 Family and Medical Leave

In accordance with The Family and Medical Leave Act of 1993 (FMLA) the City will grant job protected family and medical leave to eligible employees for up to 12 weeks per 12-month period consistent with the provision of state and federal law and as specified and described in the Employer's policy manual.

Section 22.6 Military Leave

Employees who are members of the Ohio National Guard or members of other reserve components of the armed forces of the United States are entitled to leave of absence from their duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed thirty (30) days in any federal fiscal year. An employee shall be paid his/her regular wages up to a maximum of two hundred forty (240) hours during any one fiscal year. An employee who is called to active duty for a period in excess of thirty (30) days in any federal fiscal year because of an executive order issued by the President of the United States or an act of Congress shall have his/her longevity pay, if applicable, prorated to reflect the days absent due to military leave. The

employee shall furnish to the City copies of military orders. In addition, an officer who has been called up to active duty beyond the thirty (30) calendar days shall continue to receive medical benefits and any other benefits required by law for sixty (60) days from the date of call up.

ARTICLE 23 PAID ABSENCE DAYS

Any employee in an active work status and who does not utilize any of his sick leave for any one hundred eighty (180) consecutive calendar day period shall be entitled to one (1) paid absence day. Paid absence days off must be requested in the same manner as a vacation or holiday request and are subject to approval based upon the work load requirements of the Employer. The one hundred eighty (180) consecutive calendar day period begins the first day following the last incident of sick leave usage and ends one hundred eighty (180) calendar days later.

ARTICLE 24 UNIFORMS

Section 24.1 Initial Issue

The City shall furnish the basic uniform and equipment (for all new employees required to wear same) according to the schedules in Section 24.3. Articles of clothing and equipment remain the property of the City and must be turned in when an employee is separated from City service. Failure to do so shall result in the value of the missing items being withheld from the employee's separation pay.

Section 24.2 Allowance

A. Sworn Personnel

After completion of one (1) year of service, each employee covered under Schedule A shall receive the following amounts per year for uniform purchases and maintenance.

Year	Amount of Allowance
2012	\$1150.00
2013	\$1150.00
2014	\$1150.00

Sworn personnel required to wear "plain clothes" shall be permitted to use their annual allowance. "Plain clothes" officers may buy clothing necessary to adequately carry out their assignments and as approved by the Police Chief.

B. Civilian Personnel

After completion of one (1) year of service, each employee covered under Schedule B shall receive the following amounts per year for uniform purchases and maintenance.

Year	Amount of Allowance
2012	\$1050.00
2013	\$1050.00
2014	\$1050.00

C. Account Basis

All payments shall be on an "account basis" to be used throughout the year by each covered employee. All uniform maintenance purchase requests, except emergencies and dry cleaning, shall be submitted by November 15th of each year.

D. Uniform Changes

When uniform changes are mandated by the City, the initial change shall be paid for by the City.

E. Use of Money "On Account"

Uniforms "cleaning" and "clothing allowance" may be used interchangeably provided, however, that the total allowable expenditure shall not exceed the total amount authorized under Sections 2 and 4 of this Article.

F. Items Not Listed in Schedules

Uniform and equipment items not specifically listed on the initial issue (Section 24.3) may be purchased after receiving approval from the Chief of Police or his designee.

G. Damaged Uniforms

Uniform items damaged in the discharge of law enforcement duties shall not be charged to the employees' maintenance allowance.

H. Replacement of Personal Items

The City shall reimburse employees for the reasonable cost of repair or replacement of eyeglasses and wrist watches damaged in the non-negligent performance of their duties in the following amounts:

- not more than \$200.00 for corrective glasses
- not more than a value of \$75.00 for wrist watches

Section 24.3 Uniform Schedules**Schedule A Police Officers and Lieutenants**

Trousers	5
Shirts, Winter	5
Shirts, Summer	5
Ties	2
Tie Bar	1
Socks	5 pr.
Shoes, Summer	2
T. Shirts (blue)	5
Boots, Winter	1 pr.
Jacket, Multi-seasonal	1
Hat, multi-seasonal-sized to fit	1
Hat, knit/polar fleece cap	1
Belt	1
Name Plate	1
Hat Badge	1
Breast Badge	2
Collar Brass	1 set
Gun Belt	1
Holster	1
Tennis/jogging shoes	1 pr.
Rain Cover	1
Rain Coat	1
Handcuffs	1 pr.
Handcuff Case	1
Beltkeepers	1 set (4)
Gloves	1 pr.
Key Ring Holder	1
Long Johns	1
Protective Vest	1
Flashlight Holder	1
Flashlight Traffic Wand	1
Flashlight, Recharger	1
Ticket Tin	1
Forms Tin	1
Special Duty Hat, Cloth	1
2-piece utility suit	1
Equipment Bag	1
Magazine Holder	1
Radio Holder	1
Eye and Ear Protection (Firearm)	1 each
Off Duty Holster	1
Badge, Belt Clip	1
Medical Glove Pouch	1
Ear piece for department-issued radios	1

Special/Safety Equipment Schedule

Revolver/Pistol (specific to assignment)	1
Protective Vest	1
Gas Mask	1
Helmet	1
Riot Baton	1
Duffel Bag	1

With the exception of the revolver/pistol and the protective vest, the City may add to or delete items from the Special/Safety Equipment Schedule without amending the contract, provided such changes follow discussions by the Labor Management Committee. Items on the Special/Safety Equipment Schedule may not be purchased with individual uniform allowances.

The protective vest purchased by the Employer will be at least a threat level II on both initial issue and replacement. Replacements will be done as per the manufacture's replacement specifications. The City will pay the first six hundred fifty dollars (\$650.00) towards the purchase of an initial issue or replacement vest. The officer/lieutenant may purchase a different approved protective vest using their own monies or money from their annual clothing allowance.

Schedule B Communication Officers

Trousers	5
Shirts, Winter	5
Shirts, Summer	5
Ties	2
Tie Bar	1
Socks	5 pr.
Shoes, Summer	2
T. Shirts (blue)	5
Jacket, Multi-season	1
Hat, multi-seasonal, sized to fit	1
Belt	1
Name Plate	1
Hat Badge	1
Breast Badge	1
Collar Brass	1 set
Tennis/jogging shoes	1 pr.
Rain Cover	1
Rain Coat	1
Special Duty Hat, Cloth	1
2-piece utility suit	1

In the event a Communications Officer receives a reserve police commission, he/she shall receive the same uniform authorized by the Auxiliary Police Policy.

Section 24.4 Probationary Employees

During the first year, probationary employees shall be permitted to use up to three hundred dollars (\$300.00) of the clothing allowance for cleaning and replacement of uniform items.

**ARTICLE 25
INSURANCE**

Section 25.1 Coverage

A. Life Insurance

The City shall provide and pay the premiums on Group Life Insurance in the Amount of twenty-five thousand dollars (\$25,000) and Accidental Death and Dismemberment Insurance in the Amount of twenty-five thousand dollars (\$25,000). Coverage will be effective from the date of full-time employment and terminate on the last day of full-time employment.

B. Prescriptions

The City will provide:

1. Retail

A prescription drug plan in which employees will be responsible for the co payments listed below for covered prescriptions and refills dispensed for not more than a 34 day supply or 100 unit doses, whichever is greater.

2. Mail-in or on-line ordering system

A prescription drug plan in which employees will be responsible for the co payments listed below for covered prescriptions and refills dispensed for a 90 day supply.

	Retail	Mail-in or On-Line
Generic	\$10.00	\$10.00
Brand name where there is no generic equivalent	\$20.00	\$40.00
Brand name where there is a generic equivalent	\$40.00	\$80.00

If the prescribing physician determines that a brand name drug is medically necessary when there is a generic equivalent, the physician must submit a letter of medical necessity to the Human Resource Director for consideration. If the exception is approved, the prescription will be dispensed at the same co-pay as brand name drugs which have no generic equivalent.

C. Medical Benefits

Effective August 1, 2011, employees will select health benefits under the Flexible Benefits Plan during December of each year. Employees who were not enrolled in the Group Health Benefit Plan at their time of hire are eligible to enroll under the annual enrollment period. Employees may also enroll at the time of a special qualifying event.

D. City Plan

1. Fixed costs are the stop-loss premium (single or family rate for specific and aggregate per employee) plus the monthly per employee fee for the third party administrator.
2. Effective July 1, 2012 Employees will pay a monthly contribution equal to twenty five percent (25%) of the fixed costs of the health benefit plan. Every January 1st hereafter, the fixed cost will be adjusted in order that employees continue to contribute twenty five percent (25%) of fixed costs.
3. Benefits and co-pays are as stated in the plan document prepared by the City's third party administrator. A summary plan booklet will be provided to each employee.
4. Deductibles are as follows:

	In Network	Out-of-Network
Single	\$100.00	\$150.00
Employee + 1	\$200.00	\$300.00
Family	\$300.00	\$600.00

Section 25.2 Eligibility

- A. Employees hired or rehired on or after the effective date of this agreement shall be eligible to enroll in the Group Health and Prescription Drug Benefit Plans the first day of the second calendar month following date of hire. Coverage will terminate on the last day of the month in which employment terminates. Should an employee die in the performance of their duties; the City shall continue coverage for the covered dependents for a period of three (3) months following the date of death.
- B. The parties agree that in an effort to contain health benefit costs, the pre-certification on all non-emergency inpatient admissions is mandatory.
- C. Employees are afforded the opportunity to enroll in the Flexible Benefits Plan under the provisions of Code Section 125 during open enrollment, in accordance with the plan conditions.

Section 25.3 Liability Insurance

The City shall continue to furnish five hundred thousand dollars (\$500,000.00) of liability insurance with the entire premium paid by the City.

Section 25.4 Dental and Vision Insurance

The City shall provide the same arrangement for dental and vision care insurance that is currently in effect.

Section 25.5 Employee Assistance Program

The City will make available a list of agencies and providers in the local area who specialize in mental health and substance abuse counseling. Coverage for these services is governed by the terms and conditions of the City's group health benefit plan. The City will not be responsible for charges incurred by employees who are not covered under the City's benefit plan.

**ARTICLE 26
WORK OUT OF RANK****Section 26.1 Working out of Rank**

Any patrol officer who is required to temporarily perform at the rank of lieutenant and performs the responsibilities of a lieutenant for a minimum of one (1) hour shall be paid an additional four dollars (\$4.00) per hour for the hours actually worked in the higher rank. However, lieutenants shall have the right of first refusal in filling vacancies of other lieutenants. A patrol officer will not be asked to handle grievances, internal investigations, payroll, staff meetings, or discipline while working out of rank.

**ARTICLE 27
EDUCATION INCENTIVE AND TUITION REIMBURSEMENT****SECTION 27.1 Education Incentive**

All employees covered hereunder who possess a two (2) year police science degree, police administration degree, or its equivalent as determined by the City, shall receive an incentive payment of thirty dollars (\$30.00) per bi-weekly pay period for the length of this Agreement. Employees who possess a bachelor's degree in criminal justice or related discipline as recommended by the Chief and approved by the Mayor, shall receive an incentive payment of forty dollars (\$40.00) per bi-weekly pay period for the length of this Agreement

Section 27.2 Tuition Reimbursement Policy

The reimbursement policy effective January 1, 2008 shall apply to all employees covered by this Agreement. Final approval authority would rest with the Mayor.

ARTICLE 28 PARKING AND RADIOS

Section 28.1 Parking

Employees reporting for duty may park anywhere in the parking garage except reserved parking or at any metered parking space on the street at no cost to the employee. This privilege shall exist so long as the City of Athens, Ohio maintains ownership of the parking garage.

Section 28.2 Radios

The City of Athens, Ohio agrees that all police cruisers purchased shall be equipped with am/fm radios.

ARTICLE 29 SUBSTANCE ABUSE TESTING

Section 29.1 Drug Testing

1. Alcoholism and drug abuse or addiction are recognized by the parties as interfering with the employer's services and as posing a danger to the public's health and safety, as well as that of the employees. It is recognized that the employer and the employees have the right to insist on an alcohol and drug-free environment. The parties agree to cooperate in encouraging employees afflicted with alcoholism or drug addiction to undergo a coordinated rehabilitation program.
2. The Chief of Police or his designee may order any employee of the Department to undergo a drug or alcohol screening test whenever there is reasonable cause to believe an employee has used or is under the influence of illicit drugs, alcohol or controlled substances. Reasonable cause must be based upon specific facts indicating that a particular employee in question has used or is under the influence of illicit drugs, alcohol or controlled substances.
3. If the test(s) are positive, indicating that the employee has used illicit drugs, alcohol or controlled substances, the employer may order the employee to undergo a confirmatory test. A positive result from an alcohol test means a level of impairment of .05 percent as registered on a certified Breathalyzer. The employer may also suspend the employee without a loss of pay before the time the confirmatory test results are complete.

Confirmatory test shall be made by a medical professional or institution qualified to administer such a test.

4. If the screening test and confirmatory test are positive, the employer may discipline the employee up to and including discharge. For up to one (1) year, no employee who participates in a rehabilitation or detoxification program shall be discharged because of the handicapped condition during the time he/she participates in a rehabilitation or detoxification program. An employee who notifies the employer that he/she is an alcoholic or a drug addict, may be required to participate in a rehabilitation or detoxification program. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, personal days or compensatory time while he/she participates in a rehabilitation or detoxification program. If no such leave credits are available, such employee will be placed on a leave of absence without pay for the period of the rehabilitation or detoxification program. However, the total leave period including sick leave, vacation leave, personal days, compensatory time or leave of absence without pay shall not exceed one (1) year. Upon completion of such program, if a retest demonstrates that the employee is no longer using alcohol or drugs, the employee shall return to his/her position. Such employee may be subject to periodic retesting for drugs or alcohol upon his/her return to his/her position.
5. Employee shall be subject to disciplinary action up to and including discharge if the employee:
 - (1) Refuses to take a screening or confirmatory test or to undergo rehabilitation or detoxification;
 - (2) Fails to complete or participate in a program of rehabilitation or detoxification; or
 - (3) Tests positive at any time up to one (1) year after his/her return to work upon completion of a program of rehabilitation or detoxification.
6. All test results and actions taken under or pursuant to this article shall be kept confidential in accordance with state and federal law.
7. The employer shall pay for drug and alcohol screening and confirmatory tests which are ordered by the employer.

**ARTICLE 30
REIMBURSEMENT OF TRAINING EXPENSES**

Section 30.1 Reimbursement

Any employee who voluntarily separates from employment with the City during, or within one (1) year after completing the new-hire probationary period shall reimburse the City any training expenses that the City incurred during the thirty (30) months prior to the separation.

**ARTICLE 31
PURCHASE OF SERVICE WEAPON**

An employee who honorably retires from active duty may purchase his/her service handgun from the Athens City Police Department. The cost of the service weapon shall be one dollar (\$1.00).

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, unless the employee provides the Athens City Police Department and the City Human Resource Director with a statement within ninety (90) days of the employee's retirement from a psychiatrist or licensed psychologist, that the employee is competent to receive his/her service handgun. 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. The word "retirement" as used in this section shall mean receiving a pension from the state pension system upon separation from the City.

**ARTICLE 32
PROMOTION**

Police Officers must have four (4) years or more of fulltime continuous service with the Athens City Police Department before they may be considered for promotion to the next higher rank. Filling of positions will be in accordance with this article and Section 124 of the Ohio Revised Code.

**ARTICLE 33
DURATION****Section 33.1 Duration**

This Agreement shall be effective December 4, 2011 and shall remain in full force and effect until November 29, 2014. The parties shall continue in full force and effect all terms and conditions of the Agreement herein until a new agreement is either agreed upon between the parties or imposed by operation of law.

If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt.

The parties shall sign this Agreement within thirty (30) days after ratification by both parties or after a settlement is imposed on the parties by operation of law. The Union will be responsible to provide the members with copies of this Agreement.

SIGNATURES

IN WITNESS WHEREOF, the parties have set their hands this 29th day of March, 2012.

**For the FOP, Ohio
Labor Council, Inc.:**

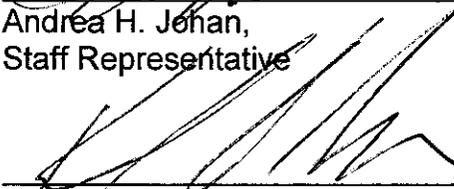
For the City of Athens:



Andrea H. Jehan,
Staff Representative



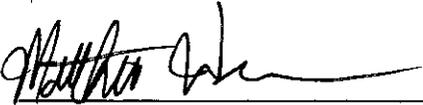
Paul Wiehl, Mayor



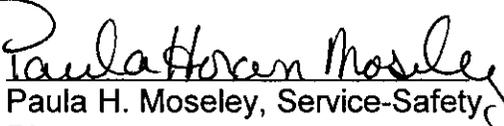
Krishea Osborne, Member Patrol Unit



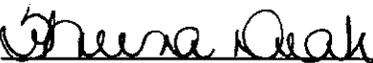
Patrick J. Lang, Director of Law



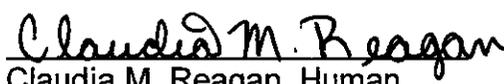
Mathew Warren, Member Patrol Unit



Paula H. Moseley, Service-Safety,
Director



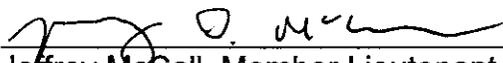
Sheena Deak, Member
Communication Unit



Claudia M. Reagan, Human
Resource Director



Randy Gray, Member Lieutenant Unit



Jeffrey McCall, Member Lieutenant Unit

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between the City of Athens Ohio (the Employer) and the FOP, Ohio Labor Council, Inc. (the Union) to modify Article 3 (Union Security and Union Business) of the Collective Bargaining Agreement (CBA) for the period December 4, 2011 to November 29, 2014, and specifically:

- Section 3.1 Dues Deduction
- Section 3.2 Maintenance of Membership
- Section 3.3 Membership Cancellation

Whereas the parties recognize there may have been a problem with the flow and remittance of Ohio Labor Council dues; and

Whereas the parties want to remedy the situation to correct any misunderstandings and/or impediments to the payment of dues;

The parties therefore agree that above-referenced three (3) sections of the Collective Bargaining Agreement shall be modified as stated below, and that said modification shall remain in full force and effect for the entire balance of the contract term and until there is a successor agreement between the parties.

The parties further agree that no other sections of Article 3, nor any other articles or sections of the CBA are amended or modified by this MOU and shall remain in full force and effect as written for the entire balance of the contract term and until there is a successor agreement between the parties.

ARTICLE 3 UNION SECURITY AND UNION BUSINESS

Section 3.1 Dues Deductions

A. Ohio Labor Council Dues

The City agrees to withhold the monthly Ohio Labor Council dues (divided into twenty-six (26) substantially equal amounts) of any Union member, upon presentation of an "Authorization for Payroll Deduction" form from the available wages earned each month. The form, which shall be provided by the Labor Council, will be individually and voluntarily completed by Union members who want this deduction.

Once deducted, the City agrees to transmit the monthly amount of Labor Council dues to the Ohio Labor Council at the remittance address provided by the OLC as soon as practicable, but no later than thirty (30) days following the date of pay in which the dues were withheld. As often as is necessary to provide the most current information, the Ohio Labor Council will notify the Athens City Auditor of the amount of dues it charges and its current membership.

B. FOP Lodge Dues

In addition to the above Ohio Labor Council dues, the City also agrees to deduct FOP Lodge dues of members who have authorized such deduction. The deduction shall be made in the same manner as Ohio Labor Council dues and shall be forwarded to the Southern Ohio Lodge #55 at the remittance address provided by that Lodge as soon as practicable, but no later than thirty (30) days following the date of pay in which the lodge dues were withheld. As often as is necessary to provide the most current information, the Southern Ohio Lodge #55 will notify the Athens City Auditor of the amount of dues it charges and its current membership.

Section 3.2 Maintenance of Membership

All employees in the bargaining units covered by this Agreement who are members of the Ohio Labor Council as of the date of this Agreement, and all future employees who become members of the Ohio Labor Council shall, for the term of this agreement, continue to be members of the Ohio Labor Council.

An employee shall have the right to revoke dues authorization by submitting a signed, written revocation authorization to the City Auditor and the Ohio Labor Council effective only at the expiration date of this Agreement.

Section 3.3 Membership Cancellation

- A. A member may withdraw authorization for dues deduction by the City for the Ohio Labor Council by directing his request in writing to the City Auditor, with a copy to the Ohio Labor Council.

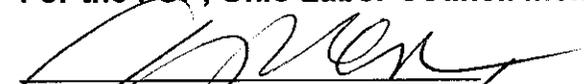
Dues deductions shall cease upon the happening of any of the following events:

1. Resignation or discharge of the employee;
 2. Transfer of the employee from the bargaining unit;
 3. Expiration of this Agreement.
- B. No other employee organization's dues shall be deducted from the pay of any bargaining unit member during the life of this Agreement.
- C. The Ohio Labor Council hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee or the Ohio Labor Council arising from deductions made by the Employer for Ohio Labor Council dues pursuant to this Article, except the non-payment of funds deducted from the employees' pay.
- D. The Southern Ohio Lodge #55 hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee or the Southern Ohio Lodge #55 arising from deductions made by the Employer for FOP Lodge dues pursuant to this Article, except the non-payment of funds deducted from the employees' pay.

ATHENS P.D. 2011-2014 MOU ARTICLE 3 MODIFICATION

Date 5-18-12

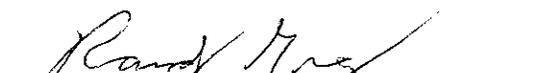
For the FOP, Ohio Labor Council Inc.:

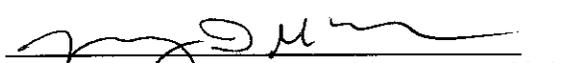

Andrea H. Johan, Staff Representative


Krishea Osborne, Member Patrol Unit

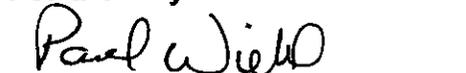

Mathew Warren, Member Patrol Unit


Sheena Deak, Member
Communication Unit

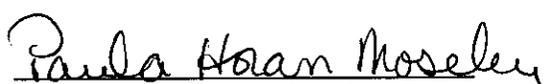

Randy Gray, Member Lieutenant Unit

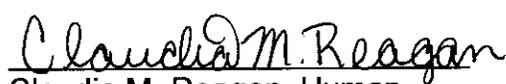

Jeffrey McCall, Member Lieutenant Unit

For the City of Athens:


Paul Wiehl, Mayor


Patrick J. Lang, Director of Law


Paula H. Moseley, Service-Safety
Director


Claudia M. Reagan, Human
Resource Director

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (M.O.U.) is entered into between the City of Athens Ohio (the Employer) and the F.O.P., Ohio Labor Council, Inc. (the Union) to modify Article 16 (Hours of Work and Overtime) and specifically Section 16.2 (Work Day and Work Week) and Section 16.3 (Overtime) of the Collective Bargaining Agreement for the period December 4, 2011 to November 29, 2014.

Whereas Section 16.2 defines the work week for employees covered by the Agreement; and

Whereas Section 16.3 defines what constitutes overtime; and

Whereas, because the nature of an employee's specific job assignment may not comport with the definition of the work week;

The parties agree that Sections 16.2 and 16.3 of the Collective Bargaining Agreement shall be modified as stated below and that said modification shall remain in full force and effect for the entire balance of the contract term and until there is a successor agreement between the parties.

Section 16.2 Work Day and Work Week

A work day shall consist of eight (8) consecutive work hours during a scheduled work shift. Except to accommodate change of shifts or days off, a work week shall consist of five (5) work days followed by two (2) consecutive days off. The work week for the officer assigned to narcotics investigation shall be forty (40) hours in a week. Any hours in excess of forty (40) hours shall be paid at the overtime rate.

Patrol Officers, on a limited basis, may be assigned to a Wednesday through Sunday shift where each of the five (5) eight (8) hour work shifts would start at 7 pm, except Sunday when the shift would start at 3pm.

The words "hours worked" as used in this Agreement shall include all hours during which the member is on paid status.

Section 16.3 Overtime

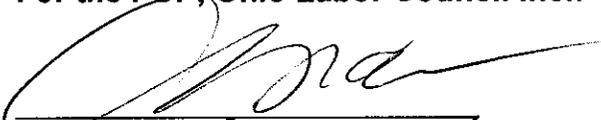
All hours worked in excess of a scheduled work shift **as defined in Section 16.2 above** or forty (40) hours in one (1) week shall be paid at one and one half (1½) times the employee's regular straight-time hourly rate, including longevity, shift differential, education or other items afforded by the Fair Labor Stands Act. Overtime shall be computed to the nearest half hour.

The work week shall be computed between 12:01 a.m. on Sunday of each calendar week and 12 o'clock midnight the following Saturday.

There is no guarantee of overtime to any employee.

Date 5-18-12

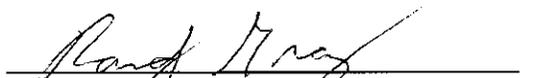
For the FOP, Ohio Labor Council Inc.:

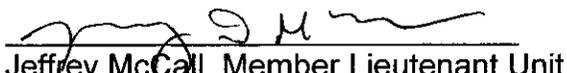

Andrea H. Johan, Staff Representative


Krishea Osborne, Member Patrol Unit

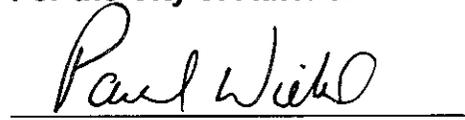

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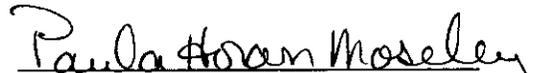

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