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AGREEMENT

BETWEEN

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



AND

THE CITY OF DEER PARK, OHIO

January 1, 2012 – December 31, 2014

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**ARTICLE 1
PREAMBLE**

Section 1.1

This Agreement, entered into by the City of Deer Park, hereinafter referred to as the "Employer", and the Fraternal Order of Police, Ohio Labor Council, Inc. hereinafter referred to as the "F.O.P.", has as its purpose the following:

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

**ARTICLE 2
F.O.P. RECOGNITION**

Section 2.1

The Employer recognized the F.O.P. as the sole and exclusive representative for those employees included in the Bargaining Unit. Wherever used in this Agreement, the Term "Bargaining Unit(s)" shall be deemed to include those full-time employees employed by the Employer who have completed their initial probationary period in the classification of Lieutenant, Sergeant, Patrolman, and Dispatcher as certified by the Ohio State Employees Relations Board in Case Numbers 95-REP-04-0083, 95-REP-04-0084, and 02-REP-05-0189.

Section 2.2

The parties recognize and agree that this Agreement constitutes a Multiple Unit Agreement and unless delineated specifically by class, all provisions of this Agreement apply equally to all units.

Section 2.3

All management level employees, confidential employees, professional employees, seasonal and casual employees, supervisor, employees as defined in the Revised Code and all other employees of the Employer not classified as Patrolman, Sergeant or Lieutenant are specifically excluded from the Bargaining Unit.

**ARTICLE 3
DUES DEDUCTION**

Section 3.1

The Employer agrees to deduct regular F.O.P./O.L.C. dues at such intervals as the F.O.P./O.L.C. notifies the Employer as proper, but no more often than once each month, for any Bargaining Unit member voluntarily signing a written authorization for dues deduction. The Bargaining Unit member shall submit the authorization to the Employer's payroll officer. The Employer shall forward a check, for the aggregate of the dues deducted, to the F.O.P.'s designated financial

officer, together with an itemized list of the members for whom dues deductions were made. F.O.P./O.L.C. dues and fair share fees shall be paid over by the Employer once each month to the F.O.P./O.L.C. at 222 East Town Street, Columbus, Ohio 43215, or such address as set by the F.O.P./O.L.C. from time to time.

Section 3.2

Bargaining Unit employees who are not members in good standing of the F.O.P. shall, as a condition of continued employment within sixty-one (61) calendar days of employment, pay to the recognized F.O.P. lodge a Fair Share Fee. This provision shall not require any employee to become or remain a member of the F.O.P., nor shall the fair share fee equal or exceed the dues paid by members of the F.O.P. in the same Bargaining Unit. The F.O.P. is responsible for notifying the Employer of the proportionate amount, if any, of its total dues and fees that were spent on activities that cannot be charged to the fair share fees of non-members during the preceding year. The amount of fair share fees required to be paid by each non-member employee in the Unit (during the succeeding year) shall be the amount of the regular dues paid by employees in the Unit who are members of the Union less each non-members proportionate share of the amount of the F.O.P.'s dues and service fees spent on activities not chargeable to such service fees during the prior year. If an employee challenges the propriety of the F.O.P.'s use of such fee, deductions shall continue, but the funds shall be placed in an interest bearing escrow account until a resolution of the challenge is reached to the provisions of O.R.C. 4117.09(C).

Section 3.3

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the F.O.P. hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the F.O.P., their disposition thereafter shall be the sole and exclusive obligation and responsibility of the F.O.P.

Section 3.4

The Employer shall continue to deduct yearly FOP Ohio Valley Lodge 112 or Lodge 74 dues, which will be deducted on the first pay period in January of each year.

**ARTICLE 4
F.O.P. REPRESENTATION**

Section 4.1

Non-employee representative(s) of the F.O.P. shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings permitted herein. Upon arrival, the F.O.P. representative shall identify himself to the Employer or the Employer's designated representative.

Section 4.2

The Employer shall recognize one (1) employee per Bargaining Unit designated by the F.O.P. to act as FOP/OLC associate for the purposes of representation as outlined in this Agreement. In the absence of the F.O.P. associate, an alternate will be recognized.

Section 4.3

The F.O.P. shall provide to the Employer an official roster of its officers and F.O.P. representatives which it is to be current at all times and shall include the following:

1. Name
2. Address
3. Home telephone number
4. Immediate Supervisor
5. F.O.P. office held

No employee shall be recognized by the Employer as a F.O.P. representative until the F.O.P. has presented the Employer with written certification of that person's selection.

Section 4.4

Rules governing the activity of the F.O.P. representatives are as follows:

1. The F.O.P. agrees that no official of the F.O.P., employee or non-employee, shall interfere, interrupt, disrupt the normal work duties of other employees. The F.O.P. further agrees not to conduct F.O.P. business during working hours except to the extent specifically authorized herein.
2. The F.O.P. shall not conduct F.O.P. activities in any work area(s) without prior approval of the Police Chief or his designee.
3. The F.O.P. employee official shall cease unauthorized activities immediately upon the request of the Police Chief or his designee or upon the request of any management level employee of the Employer.

**ARTICLE 5
LABOR MANAGEMENT MEETINGS**

Section 5.1

In the interest of sound labor/management relations, unless mutually agreed otherwise, a mutually agreeable date and time will be determined for the Employer or his designee to meet quarterly with not more than three (3) representatives of the F.O.P. to discuss pending items of interest and concern, and to promote a harmonious labor/management relationship. F.O.P. representatives attending labor/management meetings shall not, if the meetings are held during their normal duty hours, suffer any loss of pay for time spent in such meetings. Meetings may be held more frequently if mutually agreed to by both parties.

Section 5.2

The party requesting the meeting shall furnish an agenda to the other party at least five (5) working days in advance of the scheduled meeting with a list of those matters to be discussed at the meeting. If the meeting is called by the F.O.P., a list of the names of the F.O.P. representatives shall be submitted with the agenda.

Section 5.3

The purpose of the meeting shall be to discuss the topics listed below. Additional topics may be discussed if mutually agreed to by both parties.

- A. Discuss the administration of this Agreement.
- B. Notify the F.O.P. of changes made by the Employer which affect Bargaining Unit members.
- C. Discuss grievances when such discussions are mutually agreed to by both parties.
- D. Disseminate general information of interest to both parties.
- E. Discuss ways to increase productivity and improve efficiency.

Consider and discuss health and safety matter relating to employees.

Provide an opportunity for the F.O.P. to share the views of its membership and/or make suggestions on subjects of interest to its members.

Section 5.4

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

Section 5.5

Special Labor/Management meetings can be called at any time by either party for the specific purpose of addressing any matters relating to the health and safety of employees. Such meetings shall not be scheduled more often than once each quarter unless an emergency health or safety situation exists.

**ARTICLE 6
NON-DISCRIMINATION**

Section 6.1

Neither the Employer nor the F.O.P. shall discriminate against any Bargaining Unit employee on the basis of age, sex, race, color, creed, handicap, or national origin. The Employer, howsoever, reserves the right to establish bona fide occupational qualifications, which all employees and prospective employees must satisfy as a term or condition of employment.

Section 6.2

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 6.3

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

Section 6.4

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

**ARTICLE 7
MANAGEMENT RIGHTS**

Section 7.1

The Employer possesses sole right to operate the Department and all management rights repose in it. The Employer's exclusive rights shall include, but shall not be limited to the following, except as expressly limited by the terms and conditions set forth in this Agreement.

- A. Determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as functions and programs of the Department, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of operations and programs;
- D. Determine the overall methods, process, means or personnel, by which Operations are to be conducted;
- E. Suspend, discipline, denote, or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the mission of the Department as a Unit of government;
- H. Effectively manage the world force;
- I. Take actions to carry out the mission of the Department as a governmental Unit.

Section 7.2

The FOP/OLC recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing Agreements shall remain the function of the Employer.

ARTICLE 8 GRIEVANCE PROCEDURE

Section 8.1

The term "grievance" shall mean an allegation by a Bargaining Unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this Agreement not those matters which are controlled by the provisions of Federal and/or State laws and/or by, the United States or Ohio State constitutions.

Section 8.2

Where there is an alleged violation of the provisions of this Agreement, a Bargaining Unit employee may either appeal under the rules of the Civil Service Commission (if applicable) or through the grievance procedure contained in this Agreement.

Section 8.3

All grievances must be presented at the proper step and time in progression, in order to be considered at the next step.

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

Any grievance not answered by the Employer's representatives within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. Time limits set forth herein may only be extended by mutual Agreement.

Section 8.4

A grievance must be submitted to the formal grievance procedure within seven (7) calendar days after the grievant knows or should have known the facts giving rise to the grievance, otherwise it will be considered not to have existed. Days of approved leave shall not be included in determining the seven (7) day period.

Section 8.5

All written grievances must contain the following information to be considered:

1. Aggrieved employee's name and signature;
2. Date grievance first discussed;
3. Date grievance was filed in writing;
4. Name of supervisor with whom grievance was discussed;
5. Date and time grievance occurred;
6. Description of incident giving rise to the grievance;
7. Articles and sections of the Agreement violated; and,
8. Desired remedy to resolve grievance.

Section 8.6

The following steps shall be followed in the process of a formal grievance:

Step 1

There shall be an earnest, honest effort to settle disputes and controversies promptly, through oral discussions between the employee and the Police Chief. Any matter which cannot be resolved through these discussions and which meets the definition of a grievance as herein defined, may be submitted through the formal grievance procedure within five (5) calendar days.

Step 2

The grievance must be submitted in writing to the Police Chief or his designee within the time limits set forth in Section 8.4 herein. It shall be the responsibility of the Police Chief to investigate the matter and provide a written response within five (5) calendar days following the day on which the Police Chief was presented the grievance.

Step 3

If the grievance is not resolved in Step 2, it may then be appealed by the grievant to a meeting between the Employer or his designated representative and the aggrieved, with a representative of the F.O.P. The appeal in Step 3 must take place within five (5) calendar days of the response in Step 2. The Employer shall respond to the aggrieved within five (5) calendar days.

Step 4

Within seven (7) calendar days of receipt of the response at Step 3, if the grievance is not resolved to the satisfaction of the grievant, the grievant may file, with the approval of the F.O.P., a request for arbitration in accordance with this Section of this article.

The F.O.P., based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within ten (10) calendar days from the date of final answer on such grievance under Step 3 in the grievance procedure, the F.O.P. shall notify the Employer of its intent to seek arbitration over an unadjusted grievance.

The representatives of the parties (the F.O.P. and the Employer) shall schedule a meeting to be held within thirty (30) calendar days after notification of a request to arbitrate to begin the selection procedures outlined below. The F.O.P. may withdraw its request to arbitrate at any time prior to the actual hearing.

Any cancellation fee due the arbitrator shall be paid by the party canceling the arbitration. Any grievance not submitted within the ten (10) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer's representatives.

- A. After a receipt of a request to arbitrate, a representative of each of the parties (the F.O.P. and the Employer) shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner: the Federal Mediation & Conciliation Service (FMCS) shall be jointly requested to submit a panel list of nine (9) arbitrators from FMCS area #15 (Ohio). The parties shall then choose an arbitrator from the list by alternately striking names until one name remains. Each party has the right to once refuse to accept the remaining name as the arbitrator and shall then request an additional list of nine (9) names from the Federal Mediation and Conciliation Service.

The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of specific articles in this Agreement. He may not modify or amend the Agreement.

- B. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction.

The first questions to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

- C. The decisions of the arbitrator shall be final and binding. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as a part of this Agreement. In cases of discharge, suspension or reprimand, the arbitrator shall have the authority to award modification of said discipline.

- D. The costs of the services of the arbitrator, the costs of any proofs produced at the discretion of the arbitrator, the fee of the arbitrator, if any, or hearing room, shall be borne equally by the Employer and the F.O.P. The expenses of any non-employee witnesses shall be borne, if any by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees split equally if both parties desire a reporter, or request a copy of any transcripts. Any Bargaining Unit employee shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

Section 8.7

When an employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate F.O.P. representative will be notified of his right to be presented at the adjustment.

Section 8.8

The F.O.P. shall use the approved grievance form (Appendix A of this Agreement) which shall provide the information outlined in Section 8.5.

Section 8.9

A grievance may be initiated by any member of the Bargaining Unit. Where a group of Bargaining Unit members desire to file a grievance involving a situation affecting each member in the same manner, one member selected by such group may process the grievance as a class action grievance, provided each employee desiring to be included in the class action grievance, signs said grievance.

Section 8.10

The investigating and writing of grievances shall be on non-work time unless otherwise permitted by the Police Chief. If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing.

**ARTICLE 9
DISCIPLINE**

Section 9.1

The tenure of every Bargaining Unit employee of the Deer Park Police Department shall be during good behavior and efficient service. No employee shall be reduced in pay and position, suspended or removed except for grounds stated in this Agreement. The Employer may take disciplinary action against any employee in the Bargaining Unit only for just cause. The Employer may take this type of action while the employee is on duty, working under the colors of the Employer, or off-duty representing himself as an employee of the Police Department. The employee may not be disciplined for actions on his own personal time that do not reflect directly on the Police Department or do not violate any Local, State or Federal statutory provision. Forms of disciplinary action are:

- a. Verbal warning
- b. Written reprimand
- c. Suspension without pay
- d. Reduction in classification
- e. Discharge from employment

Section 9.2

Incompetency, inefficiency, dishonesty, chemical dependency or illegal substance, drunkenness, use of alcohol on City property, either on duty or off duty, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, or any other failure of good behavior or any other acts of misfeasance, malfeasance, or nonfeasance in office, shall be cause for disciplinary action.

Section 9.3

Except where the circumstances warrant, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of violation, the employee's record of discipline, and the employee's record of performance and conduct.

Section 9.4

Any time the Employer or any of his representatives has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 9.5

Whenever the Employer or his designee determines that an employee may be disciplined for cause (including only suspensions, reductions or termination), a pre-disciplinary conference will be scheduled by and with the City Law Director, who is not a supervisor of the Bargaining Unit

employee, to give the employee an opportunity to offer an explanation of the alleged conduct. The employee, or his representative may request a continuance of a pre-disciplinary hearing for a maximum of forty-eight (48) hours, or such a time that is mutually agreeable to the parties.

The employee must choose to (1) appear at the conference to present an oral or written statement in his/her defense; or (2) appear at the conference and have one (1) representative present an oral or written statement in defense of the employee; or (3) elect in writing to waive the opportunity to have a pre-disciplinary conference. Failure to elect and pursue one of these three (3) options will be deemed a waiver of the employee's right to the pre-disciplinary conference.

Section 9.6

The employee may be represented by any person he chooses. The employee shall provide a list of employee witnesses to the Employer as far in advance as possible, but not later than twenty-four (24) hours prior to the pre-disciplinary conference. It is the employee's responsibility to notify witnesses that their attendance is required.

Section 9.7

An employee or his representative will be permitted to confront and cross examine witnesses. A written report will be prepared concluding as to whether or not the alleged conduct occurred. The Employer will decide what discipline, if any, is appropriate. A copy of the report will be provided to the employee within seven (7) calendar days following the Pre-Disciplinary hearing.

Section 9.8

Any employee who may be subject to disciplinary action for violation(s) of department standards of conduct and/or those grounds for discipline listed in Section 9.2 of this Agreement, and any employee being questioned regarding another employee suspected of a violation, shall be apprised of and have the right to the following:

- a. Failure to respond or respond truthfully to questioning may result in disciplinary action.
- b. Not less than forty-eight (48) hours prior to a scheduled pre-disciplinary conference, the employee shall receive a list of the charges and the particulars.
 1. The employee shall be apprised of his right to representation and the right to postpone the hearing for no more than seventy-two (72) hours beyond the original scheduled time.
 2. The employee shall be apprised as to whether or not he has been suspended by the Police Chief, pending the outcome of the conference.
 3. The employee has the right to waive a pre-disciplinary conference and/or submit a written statement on his behalf.
- c. Pre-disciplinary conferences shall be tape recorded, and an employee shall be entitled to a copy of the recordings not later than forty-eight (48) hours following the close of the conference.

Section 9.9

Disciplinary action excluding verbal warnings, written warnings and written reprimands, may be appealed through the grievance and arbitration procedure. A disciplinary grievance will be filed directly to Step 2 of the grievance procedure.

Section 9.10

In any interview between a Bargaining Unit employee and the Employer, once it is reasonably expected that discipline of the employee being interviewed may result, and at any conference in which discipline is administered, the affected employee may request that an FOP associate be present.

**ARTICLE 10
PERSONNEL FILES**

Section 10.1

Each employee may inspect his personnel file maintained by the Employer at any reasonable time, and shall, upon request receive a copy of any documents contained therein. An employee shall be entitled to have a representative of his choice accompany him during such review. As allowed by law, the employer shall notify the employee of any request for information from the employee's Personnel File at least 24 hours prior to the release of such information giving the employee the opportunity to review his/her Personnel File.

Section 10.2

If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement of rebuttal or explanation in his file.

Section 10.3

Records of oral and written warnings shall cease to have force and effect one (1) year from the date of issuance and, at the request of the employee, shall be removed and destroyed in accordance with the City's public records retention/destruction schedule providing no intervening discipline has occurred.

Any other record of discipline shall cease to have force and effect two (2) years from the date of issuance and shall be removed and destroyed in accordance with the City's public records retention/destruction schedule providing no intervening discipline has occurred.

**ARTICLE 11
PROBATIONARY PERIODS**

Section 11.1

Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer, and shall continue for a period of one (1) calendar year. A newly hired probationary employee may be terminated any time during his probationary period and shall have no right to the grievance procedure.

Section 11.2

Any employee promoted to the rank of Sergeant or Lieutenant within the Bargaining Unit shall be required to successfully complete a probationary period in the new position one hundred eighty (180) calendar days. An employee serving a promotional probationary period whose performance is unsatisfactory; shall be returned to his former position.

**ARTICLE 12
SENIORITY**

Section 12.1

Seniority shall be computed on the basis of the uninterrupted length of continuous service in rank with the Employer. A termination of employment lasting less than thirty-one (31) calendar days shall not constitute a break in continuous service. Once continuous service is broken, unless the Employer reinstates the employee, the employee loses all previously accumulated seniority.

Section 12.2

An approved leave of absence of less than six (6) months does not constitute a break in continuous service, provided the employee follows the proper procedures for such leave and returns to active service immediately following the expiration of approved leave.

Section 12.3

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

**ARTICLE 13
LAYOFF AND RECALL**

Section 13.1

When the Employer determines that a long term layoff or job abolishment is necessary, he shall notify the affected employees ten (10) working days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short term layoff, lasting seventy-two (72) hours or less, as soon as possible.

Section 13.2

In the event that any Bargaining Unit employee's position is abolished, or he is laid off, and there is another Bargaining Unit employee who is less senior in the same classification, or in another classification, either part-time or full-time, (equal or less in rate of pay), the employee may exercise his seniority right to displace the less senior employee, provided that the Bargaining Unit employee exercising his seniority rights can demonstrate that he can perform the duties and has the qualification established by the Employer for that particular position.

Within five (5) calendar days following the receipt of the notice of layoff or abolishment, the affected employee must notify the Employer of his intent to exercise his bumping right.

The Bargaining Unit employee exercising his seniority rights by bumping into a classification with a lower rate of pay will be paid at the rate of pay of the lower classification, effective with his first work assignment within the lower classification.

Section 13.3

Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform in the work classification to which they are recalled without further training. If additional training is required to enable a laid off employee to meet minimum job requirements, the Employer will make every effort to make such training available to the laid off employee.

Section 13.4

Notice of recall shall be sent to the employee by certified mail with a copy to the F.O.P. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, upon receipt requested, to the last mailing address provided in writing by the employee. It is the responsibility of the employee to provide the Employer with written notice of any change of telephone number and/or address during his layoff period.

Section 13.5

The recalled employee shall have seven (7) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work, and shall have fourteen (14) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 13.6

For the purpose of exercising bumping rights to a lower classification as described in Section 13.2 of this Article, seniority shall be computed on the basis of uninterrupted length of continuous service with the Employer, as defined in Article 12, Section 1 of this Agreement.

Section 13.7

It is the intent of the Employer to utilize part-time employees as a supplemental work force necessary to the efficient operational needs of the department and not as a means of replacing the need for full-time employees. A full-time employee who is laid off will have first option at all available part-time hours within the next scheduled work period following the date of layoff.

**ARTICLE 14
HOURS OF WORK AND OVERTIME**

Section 14.1

The standard work weeks for all Bargaining Unit employees shall normally consist of eighty (80) hours within a fourteen (14) day period.

Section 14.2

Employees required to be in active pay status in excess of eight (8) hours in any work day or in excess of an average of forty (40) hours per week in a fourteen (14) day work period shall be paid at the rate of one and one-half (1 1/2) times their regularly hourly rate of pay for all such excess time.

A. Active pay status includes all hours actually worked, vacation time, paid sick leave, and holidays earned and taken, and excludes court time and call-out minimums, holidays not scheduled, injury leave, and F.O.P. activity leave.

B. There shall be no pyramiding of overtime.

C. With the prior approval of the Employer, an employee may exchange days off or work shift assignments with another employee. Such exchanges shall not affect the active pay status of either employee, except that an employee who works an exchange and is required to work overtime shall receive the overtime compensation.

Section 14.3

The Employer reserves the right to require any and/or all employees to work a reasonable amount of overtime.

A. The assignment of overtime shall not interfere with the effective and efficient operation of the department, and shall be divided as equally as practicable among those employees who desire to work overtime. Nothing in this Section shall prohibit the Employer from assigning overtime as necessary during emergency or manpower shortage situations.

Section 14.4

Compensatory time may be accumulated at the discretion of the employee at a rate of one and one-half (1-1/2) times hourly rate and to be used at employee discretion with prior approval of the Employer. Maximum accumulation of Compensatory time will be sixty (60) hours.

ARTICLE 15 COURT TIME/CALL-OUT TIME

Section 15.1

Whenever an employee is required to appear on behalf of the Employer on his off-duty time before any official court, including Deer Park Mayor's Court, or before a Prosecutor for a pretrial conference on matters pertaining to or arising from the employee's official duties, the employee shall receive two (2) hours pay at one and one-half (1 1/2) times his regular hourly rate for such excess time shall be compensated at one and one-half (1 1/2) times the employee's regular rate of pay for all time spent in such appearances. Only time actually spent at such appearances shall be considered as active duty status time.

Section 15.2

Any employee called into work at a time outside of his regularly scheduled shift, which call-out does not abut his regularly scheduled shift, shall be paid a minimum of four (4) hours at one and one-half (1 1/2) times his regular hourly rate of pay. All time worked in excess of four (4) hours shall be paid at one and one-half (1 1/2) times his regular hourly rate of pay, providing that the hours worked are outside of his regularly scheduled shift.

ARTICLE 16

WAGES

Section 16.1

Effective at the beginning of the first pay period of January, 2012, all Sworn Personnel and Dispatchers shall receive a Wage and Step Freeze as follows:

| Classification | 0-6 mos. | 7-12 mos. | 13-24 mos. | 24-36 mos. | 37+ mos. |
|-----------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Dispatcher | | | | | |
| Annual | \$38,105.60 | \$40,726.40 | \$41,641.60 | \$42,640.00 | \$43,825.60 |
| Hourly | \$18.32 | \$19.58 | \$20.02 | \$20.50 | \$21.07 |
| Patrolman | | | | | |
| Annual | \$54,371.20 | \$56,264.00 | \$57,491.20 | \$60,694.40 | \$64,604.80 |
| Hourly | \$26.14 | \$27.05 | \$27.64 | \$29.18 | \$31.06 |
| Sergeant | | | | | |
| Annual | \$67,828.80 | | | | |
| Hourly | \$32.61 | | | | |
| Lieutenant | | | | | |
| Annual | \$70,636.80 | | | | |
| Hourly | \$33.96 | | | | |

Section 16.2

Effective at the beginning of the first pay period of January, 2013, all Sworn Personnel and Dispatchers shall receive Wage and Step Freeze as follows:

| Classification | 0-6 mos. | 7-12 mos. | 13-24 mos. | 24-36 mos. | 37+ mos. |
|-----------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Dispatcher | | | | | |
| Annual | \$38,105.6 | \$40,726.40 | \$41,641.60 | \$42,640.00 | \$43,825.60 |
| Hourly | \$18.32 | \$19.58 | \$20.02 | \$20.50 | \$21.07 |
| Patrolman | | | | | |
| Annual | \$54,371.20 | \$56,264.00 | \$57,491.20 | \$60,694.40 | \$64,604.80 |
| Hourly | \$26.14 | \$27.05 | \$27.64 | \$29.18 | \$31.06 |

Deer Park Police Department

| | | | | | |
|-------------------|--------------------|--|--|--|--|
| Sergeant | | | | | |
| Annual | \$67,828.80 | | | | |
| Hourly | \$32.61 | | | | |
| | | | | | |
| Lieutenant | | | | | |
| Annual | \$70,636.80 | | | | |
| Hourly | \$33.96 | | | | |

Section 16.3

Effective at the beginning of the first pay period of January, 2014 all Sworn Personnel and Dispatchers shall receive a Wage Freeze as follows:

| Classification | 0-6 mos. | 7-12 mos. | 13-24 mos. | 24-36 mos. | 37+ mos. |
|-----------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Dispatcher | | | | | |
| Annual | \$38,105.60 | \$40,726.40 | \$41,641.60 | \$42,640.00 | \$43,825.60 |
| Hourly | \$18.32 | \$19.58 | \$20.02 | \$20.50 | \$21.07 |
| | | | | | |
| Patrolman | | | | | |
| Annual | \$54,371.20 | \$56,264.00 | \$57,491.20 | \$60,694.40 | \$64,604.80 |
| Hourly | \$26.14 | \$27.05 | \$27.64 | \$29.18 | \$31.06 |
| | | | | | |
| Sergeant | | | | | |
| Annual | \$67,828.80 | | | | |
| Hourly | \$32.61 | | | | |
| | | | | | |
| Lieutenant | | | | | |
| Annual | \$70,636.80 | | | | |
| Hourly | \$33.96 | | | | |

Section 16.4

The following longevity benefits will be suspended for the first two (2) years of this agreement.

Employees with five (5) or more years of continuous service as a full time employee of the City of Deer Park shall receive longevity pay as follows:

A. Employees with more than five (5) years of service shall receive sixty-five dollars (\$65.00) for each year of service.

B. Longevity payments shall be made in one lump sum amount on the first pay period following November 1st of each year.

Section 16.5

Bargaining Unit members shall receive the shift differential as follows:

- | | |
|--------------------|-----------------|
| A. Afternoon Shift | \$0.30 per hour |
| B. Midnight Shift | 0.35 per hour |

**ARTICLE 17
INSURANCE**

Section 17.1

The Employer shall make available to all Bargaining Unit employees a comprehensive major medical/hospitalization health care insurance plan, including a prescription drug plan. Should the Employer change insurance carriers it shall provide a plan which is substantially comparable to the current plan. "Substantially compatible" means that benefits can change provided that benefit decreases are offset by benefit enhancements. If the Employer is unable to acquire a substantially comparable plan, the Employer shall bargain with the Union regarding the effects of the benefit changes. Plan changes which are made unilaterally by the Employer's carrier, and imposed upon the Employer, shall not be deemed a contract violation by the Employer and shall not result in a duty to bargain.

The parties agree that as of August 1, 2011, the Employer and the employees shall each contribute 50% of any Health Savings Account (HAS) deductible. The employee portion shall be no greater than \$2000.00 annually. There shall be no other co-pay increase for employees during the term of this agreement. In addition, employees will pay a premium share equal to 10% of the entire premium beginning January 1, 2012, 12% beginning 2013, and 13% beginning January 2014.

Section 17.2

The Employer shall pay seventy percent (70%) of the available dental plan and the employee shall pay thirty percent (30%) equal to the total premium of either the single or family plan coverage, as selected by the employee, to be initially determined by the premium rate in effect at the date of the signing of this Agreement.

Section 17.3

The Employer agrees to defend any Bargaining Unit employee from actions arising out of the lawful performance of his official and/or assigned duties.

**ARTICLE 18
HOLIDAYS**

Section 18.1

Bargaining Unit employees shall be entitled to the following paid holidays:

- | | |
|------------------------|-------------------------|
| New Year's Day | (1st day of January) |
| Martin Luther King Day | (3rd Monday of January) |
| Easter Sunday | (Actual date) |

| | |
|----------------------|----------------------------|
| Memorial Day | (Last Monday in May) |
| Independence Day | (July 4th) |
| Labor Day | (1st Monday in September) |
| Thanksgiving Day | (4th Thursday in November) |
| Christmas Eve | (24th day of December) |
| Christmas Day | (25th day of December) |
| New Year's Eve | (31st day of December) |
| Employee's Birthday. | (Actual date) |

Section 18.2

Employees required to work on any of the holidays listed in Section 18.1 of this Article shall be paid one and one-half (1 1/2) times their regular rate for all hours worked on such holiday in addition to holiday pay at his normal rate of pay for all hours worked on such holiday.

Section 18.3

An employee who does not work on any of the holidays listed in Section 18.1 of this Article shall receive eight (8) hours holiday pay at his normal hourly rate of pay.

**ARTICLE 19
VACATION**

Section 19.1

Bargaining Unit employees employed as of the effective date of this Agreement shall earn vacation leave with pay according to the following schedule:

- A. Less than one year continuous service: None.
- B. Upon completion of one year of continuous service, an employee shall be credited with eighty (80) hours vacation leave. Thereafter, and through the seventh (7th) year of service, the employee shall earn and be credited with eighty (80) hours for each subsequent year of service.
- C. Upon attainment of the eighth (8th) anniversary of continuous service, an employee shall be credited with one hundred twenty (120) hours of vacation leave. Thereafter, and through the fourteenth (14th) year of service, the employee shall earn and be credited with one hundred twenty (120) hours for each subsequent year of service.
- D. Upon attainment of the fifteenth (15th) anniversary of continuous service, an employee shall be credited with one hundred sixty (160) hours vacation leave. Thereafter, and through the nineteenth (19th) year of service, the employee shall earn and be credited with one hundred sixty (160) hours for each subsequent year of service.
- E. Upon attainment of the twentieth (20th) anniversary of continuous service, an employee shall be credited with two hundred (200) hours vacation leave. Thereafter, the employee shall earn and be credited with two hundred (200) hours for each subsequent year of service.
- F. An employee who has Military or other Federal employment years of service shall receive credit for time served, up to but not exceeding four (4) years, for the purpose of calculating vacation leave after his/her first year of continuous service with the City of Deer Park.

Section 19.2

Vacations are scheduled and approved in accordance with the workload requirements of the Employer. A noncontinuous operations employee who so utilizes vacation on a designated holiday is entitled to an additional day of vacation leave.

Section 19.3

Effective upon signing of this Agreement, no more than one hundred twenty (120) hours of vacation leave may be carried over from one calendar year to the next.

Section 19.4

Employees are entitled at the time of separation from employment to full pay for any earned but unused vacation leave to their credit. Payment for the unused vacation leave shall be at the rate of pay at which the vacation was earned.

Section 19.5

An employee who has prior service time with a political subdivision of the State of Ohio, shall receive credit towards vacation entitlement for all such service time.

**ARTICLE 20
SICK LEAVE**

Section 20.1

Sick leave shall be earned and credited at the rate of ten (10) hours for each month in active pay status, including paid vacation, sick leave and injury leave, but not during a leave of absence without pay, layoff, disciplinary suspension, or while in overtime status. Unused sick leave shall accumulate without limitation up to the final date of employment.

Section 20.2

A. Notification by Employee

When an employee is unable to report to work, he shall notify his immediate supervisor or other designated person, as far in advance of his assigned starting time as possible, but no less than two (2) hours (unless extenuating circumstances prohibit) prior to the time he is scheduled to report to work each day of absence, unless other arrangements are made with the employee's supervisor.

B. Evidence Required for Sick Leave Usage

Upon return to work an employee shall complete an application for sick leave forth to justify the use of sick leave. The Employer, when an employee utilized sick leave for medical appointments or where an absence is for three (3) consecutive days or more, or for any periods of sick leave exceeding five (5) in any calendar year may require the employee to furnish a certificate from a physician, dentist, or other medical practitioner. Falsification of either a written signed statement or a practitioner's certificate shall be grounds for disciplinary action including dismissal.

C. Uses of Sick Leave

Sick leave may be granted to an employee upon approval of the Employer for the following reasons:

Deer Park Police Department

1. Illness or injury of the employee or a member of his immediate family, wherein the employee's presence is required.
 2. Death of a member of his immediate family (sick leave usage limited to time actually required to attend funeral, malice necessary funeral arrangements, and to take care of related matters. Maximum usage is limited to five (5) working days).
 3. Medical, dental or optical examination or treatment of employee or a member of his immediate family, which requires the presence of the employee, and cannot be scheduled during non-working hours.
 4. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or who, through exposure at his job would jeopardize the health of others.
 5. Pregnancy and/or childbirth and other conditions related thereto.
- D. Sick leave usage shall be charged in minimum units of one (1) hour for any hour or fraction of an hour taken by an employee.
- E. For the purposes of this Article, the definition of immediate family shall be mother, father, brother, sister, child, spouse, grandparents, grandchild, mother-in-law, father-in-law, legal guardian, or other person who stands in the place of a parent (loco parentis), or other relative residing in the same household as the employee.

Section 20.3

In the event of death of an employee, the full amount of unused sick leave credit shall be paid to the employee's beneficiary. Or in the event of retirement, an employee shall receive full payment of all unused sick leave up to a maximum of 960 hours on the official date of his retirement with twenty-five (25) years of service as defined by the Ohio Police and Firemen's Fund or at sixty (60) years of age.

Section 20.4

An employee who is laid off, upon reinstatement, shall be credited with accumulated but unused sick leave.

Section 20.5

Any employee after completion of fifteen (15) years of service, shall be entitled to one day's pay for each three (3) days of accumulated sick leave earned as an employee of the City of Deer Park, upon voluntarily leaving the employment of the Employer. A Bargaining Unit member who is discharged shall forfeit his right to any and all earned sick pay. An employee will only receive these benefits if the employee provides at least two (2) weeks notice of his/her resignation and is an employee in good standing as determined by the Chief.

Section 20.6

If an employee is required to retire due to medical reasons, and after approval of the Medical retirement by the Police and Fire Pension and Disability Fund, the employee shall be entitled to one day's pay for each one day of accumulated sick leave.

Section 20.7

Any employee who has accumulated a minimum of thirty (30) days sick leave may convert up to ten (10) sick days for up to five (5) days of additional vacation leave during each calendar year. Conversion shall be on a two (2) sick days for one (1) vacation day basis. Such conversion shall not be permitted if the new accumulation shall fall below the thirty (30) days minimum. Conversion and scheduling of conversion vacation shall be with approval of the Safety-Service Director.

Section 20.8

Employees may transfer sick leave to other employees who, by extended illness or injury, are within one pay period of exhausting all sick, compensatory, and vacation leave. No employee may transfer time if by so doing they reduce their sick leave balance below two hundred forty (240) hours.

**ARTICLE 21
INJURY LEAVE**

Section 21.1

In the event of a service-connected injury or occupational illness incurred in the active discharge of duty, which illness or injury is not the result of "horseplay" or negligence by the employee, the Employer shall grant the employee full pay for a period not to exceed one hundred (100) working days. Any employee claiming a service-connected illness or injury under this Article shall file an injury claim with the Ohio Bureau of Worker's Compensation. Upon approval of the injury claim by Worker's Compensation, the employee shall remit to the Employer all income benefits paid by Worker's Compensation for the period during which the employee received full pay.

Section 21.2

An employee partially disabled who is eligible for injury leave under this Article may apply to the Police Chief for a limited duty assignment. The granting of any limited duty assignment shall be subject solely to the approval of the Employer. Limited duty assignments shall be for no more than seventy-five (75) calendar days, or the length of the partial disability, whichever is less.

**ARTICLE 22
EQUIPMENT AND CLOTHING**

Section 22.1

Each Bargaining Unit employee shall receive, on the second payday following January 1st of each calendar year, a uniform purchase and maintenance allotment as follows:

2012 - \$600.00
2013 - \$600.00
2014 - \$600.00

Section 22.2

If, during the life of this Agreement, the policies of the Employer require the employee to wear or use any additional or modified uniform items, then the initial cost of such items shall be paid by the Employer, and replacement items will be paid for by the employee.

Section 22.3

The Employer shall supply, at no cost to the employees, all foul weather clothing as requested by the Employer, excluding footwear, socks, and underwear, in quantities specified by the Employer.

Section 22.4

All clothing and equipment issued by the Employer are the property of the Employer and shall, upon termination of employment of an employee, be returned to the Employer prior to the issuance of any final compensation to the employee.

Section 22.5

Any item issued to an employee which is lost or damaged beyond future use through negligence of the employee shall either be replaced or paid for at current market value by the employee.

Section 22.6

Employees shall wear and use all clothing and equipment provided to them by the Employer.

Section 22.7

Where an employee supplies evidence that he sustained damage to personal property while performing the duties of his assigned work provided such damage was not the result of willful misuse or negligence on the part of the employee, the Employer shall reimburse the employee for the cost of necessary repairs or replacement up to a maximum of one hundred dollars (\$100.00) per year, but not more than fifty dollars (\$50.00) for jewelry items. The employee shall present the damaged property for the Employer's inspection prior to the repair or replacement of said property. Repair or replacement of said property shall be at the Employer's option.

Section 22.8

In the event of damage to prescription eye glasses (including frames), contact lenses, dentures and other oral dentifrice, which damage occurs in the active discharge of an employee's duties, the Employer shall pay the difference, if any, between the amount of reimbursement from Worker's Compensation and the actual cost of repair or replacement.

EQUIPMENT

The following is a list of equipment which the City of Deer Park Police Department will furnish to all full-time police officers and dispatchers at no cost, unless otherwise noted.

1. Two badges and one hat badge.
2. One name plate
- * 3. One set of body armor with two covers to be replaced by the City as warranted.
- * 4. Gun belt with holster and three leather belt keepers.
- * 5. One canister of tear gas with leather holder (tear gas to be replaced by City).
- * 6. One pair of handcuffs with holder and key.
- * 7. One leather ammo pouch.
- * 8. One 9mm automatic pistol with two magazines.
- * 9. Leather radio holders (Quantity to be determined by the City).
- * 10. Two Velcro radio mike holders.
- * 11. Nightstick with holder (Quantity to be determined by the City).
12. Copy of Department and Regulations (Available in station).
13. Copy of Codified Ordinance (Available in station).
- * 14. Safety glasses and ear protectors (Available in station).

Deer Park Police Department

- * 15. Ammunition (Replaced as needed).
- 16. Arm patches (Replaced as needed).
- 17. One winter coat with liner.
- * 18. One raincoat.

* =Police Officers only.....

**ARTICLE 23
TRAVEL & TUITION REIMBURSEMENT**

Section 23.1

The Employer shall reimburse employees for expenses incurred while on official business in accordance with the following:

A. Travel

1. By City vehicle – actual expense upon presentation of receipts with approval of the Chief of Police.
2. By employee private vehicle – rate established by the City which rate will not be less than the IRS rate on the date of travel, measured from the Deer Park Municipal Building.
3. When an employee’s personal vehicle is unavailable, the Employer shall make a reasonable attempt to provide the employee with transportation for court appearances and undercover operations.
4. The Employer agrees to accept any liability that may result from the use of an employee’s personal vehicle while on official assigned duties.
5. By commercial carrier (airline, train, bus, taxi) actual costs of fare upon presentation of receipts.
6. Tolls and parking – actual costs.

B. Hotel/Motel

Actual costs, if prior approval is received from the Employer and upon presentation of receipts.

C. Meals

When on authorized out-of-county official business or training for 24 hours or more, and upon presentation of receipts, up to a maximum of \$35.00 per day, or current Employer standard if more than thirty-five dollars per day.

Section 23.2

A. Tuition Reimbursement

The City will provide tuition reimbursement to employees covered by this agreement under the following criteria:

- (a) The class must apply to the employee’s current position. The City Safety-Service Director will determine questions of applicability.

- (b) Upon completion of the class or classes, the employee will submit an original copy of the final grade to the Safety-Service Director, along with a request for reimbursement of tuition. A grade of "C" or better or a "pass" in a pass/fail course is required for reimbursement.
- (c) Time spent in class is not subject to wage compensation, unless the employer requires the class.
- (d) Reimbursement will be made for 100% of the tuition as long as the employee earns a final grade of "C" or better, or "pass" in a pass/fail class.
- (e) Employees are responsible for obtaining the necessary books and supplies for any class or classes, and the cost of books and/or supplies are not subject to reimbursement by the employer unless the employer requires the class.

**ARTICLE 24
SEVERANCE PAY**

Section 24.1

An employee who leaves the employment of the Employer shall receive pay for all hours worked but unpaid, all hours credited but unpaid, any earned but unused vacation leave, and a pro rata share of his longevity entitlement. An employee who leaves in good standing or retires shall be entitled to sick leave conversion to the terms of the Agreement.

Section 24.2

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

**ARTICLE 25
UNION LEAVE**

Section 25.1

A Bargaining Unit member who is a duly elected member of the Executive Board of the State F.O.P. Lodge or subordinate Lodges # 112 or #74, or a Fraternal Order of Police, Ohio Labor Council Inc. appointed local Bargaining Unit Associate shall be authorized to use, from a bank of a maximum of forty-eight (48) hours of paid leave per year to attend the F.O.P. functions such as conventions, educational meetings or conferences.

Section 25.2

The F.O.P. may utilize the aforementioned provision by having the F.O.P. representative in the Bargaining Unit notify the Chief of Police, as soon as possible. Of the need for such leave, but no less than ten (10) calendar days prior to the commencement of said leave, and provided no more than one (1) Bargaining Unit F.O.P. Executive Board member may be on leave at any given time.

**ARTICLE 26
NO STRIKE/NO LOCKOUT**

Section 26.1

The Employer and the F.O.P. recognize that a work stoppage of any kind would create a clear and present danger to the health and safety of the public, and this Agreement provides machinery for the orderly resolution of grievances. Therefore, the parties agree that:

A. During the term of this Agreement the F.O.P. shall not for any reason authorize, cause, engage in, sanction or assist in any sick call work stoppage, strike, sympathy strike, slowdown, or any other concerted activity which should interrupt the operations or services of the Employer during the life of this Agreement.

B. During the life of this Agreement, the Employer shall not cause, permit or engage in any lockout of the Bargaining Unit employees.

Section 26.2

In the event of any violation of Section 26.1 of this Article, the F.O.P. and the Employer shall do whatever they can to prevent and stop such unauthorized acts.

Section 26.3

Nothing in this Article shall be construed to limit or abridge the Employer's or employee's right to seek other available remedies provided by law to deal with any unauthorized activity or unlawful strikes by either the Employer or employee.

**ARTICLE 27
SEVERABILITY**

Section 27.1

This Agreement supersedes and replaces all pertinent statutes, rules, and regulations over which it has authority to supersede and replace. Where this Agreement is silent the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 27.2

The parties agree that should any provision of this Agreement be found invalid, that they will schedule a meeting within thirty (30) days at a mutually agreeable time to discuss alternative language on the same subject matter.

**ARTICLE 28
WAIVER IN CASE OF EMERGENCY**

Section 28.1

In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Hamilton County Sheriff, the Mayor or City Council of the City of Deer Park, or the

Federal or State Legislature, such acts of God or civil disorder, the following conditions of this Agreement shall automatically be temporarily suspended:

- A. Time limits for the processing of grievances; and
- b. All work rules and/or agreements and practices relating to the assignments or employees.

Section 28.2

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

**ARTICLE 29
SCOPE OF BARGAINING**

Section 29.1

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective Bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the F.O.P. And all prior agreements, either oral or written, are hereby canceled. Therefore, the Employer and the F.O.P. for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated. to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or mater not specifically: referred to or covered in this Agreement, even though such subjects or matters Inapt not have been within the knowledge of either or both parties at the time they, negotiated or signed this Agreement.

**ARTICLE 30
BULLETIN BOARDS**

Section 30.1

The Employer shall provide the Union with a space for a bulletin board, provided that:

1. Such bulletin board shall be used for the posting of notices bearing the written approval of the Union Associate or an official representative of the FOP, and shall be solely for Union business; and
2. No notice or other spiriting may contain anything political, controversial or critical of the Employer or any other institution or of any employee or other person; and
3. Upon request from an appropriate official of the Employer, the Union still immediately remove any notice or other writing that the Employer believes violates sub-paragraphs (1) and (2), but the Union shall have the right to grieve such action through the grievance procedure.

**ARTICLE 31
LEAVES OF ABSENCE**

Section 31.1 - Leaves Without Pay

Employees may be granted the following types of unpaid leaves of absence:

A. Disability Leave

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

1. Hospitalized or institutionalized:
2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution: or
3. Declared incapacitated for the performance of the duties of his position by a licensed physician designated by the Employer and the employee selected from a list of three (3) licensed physicians obtained from the Cincinnati Academy of Medicine. It is the employee's responsibility to request a disability leave since such leave is not granted automatically when the employee's sick leave has expired.

When an employee is ready to return to work, he shall furnish a statement by a physician releasing the employee as able to return to work.

B. Employer Required Disability Leave

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

C. Leave of Absence

The Employer may grant a leave of absence to any employee for a duration of up to six (6) months for any personal reasons of the employee. The employee may request an additional six (6) months of leave of absence.

The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.

2. The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, employees will advise the Employer sixty (60) days prior to commencement of the desired leave so that the various agency function may proceed properly.

3. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any new hire replacement in the position while an employee is on leave will be terminated upon the reinstatement of the employee from leave. The terminated employee may be considered for other vacancies.

4. An employee may return to work before the scheduled expiration of leave as requested by the employee and agreed to by the Employer. If an employee fails to return to work at the

expiration of an approved leave of absence, such employee, absent extenuating circumstances, shall be removed from his position and shall not receive seniority time for the period of the leave.

Section 31.2 - Leaves with Pay

Employees may be granted the following types of paid leave of absence:

A. Court Leave

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

B. Military Leave

Military leave will be allowed pursuant to state and federal law.

C. Paternity Leave

Leave for male employees may be deducted from sick leave for care of the employee's wife and family during the post-natal period. Such sick leave shall be for a maximum period of five (5) consecutive days. Written requests for this purpose must be submitted to and approved by the Employer.

Section 31.3 Family and Medical Leave

The Parties agree to comply with the Family and Medical Leave Act, as amended.

**ARTICLE 32
DEATH OF A POLICE OFFICER
OR A BARGAINING UNIT MEMBER**

Section 32.1

In the event of the death of a Bargaining Unit member the surviving spouse, child, parent or other appropriate family member shall be presented with the badge worn by the deceased member. The badge will be suitably encased at the Employer's expense.

Section 32.2

Deer Park Police Department

If the deceased is killed in the line of duty and the member's family requests an inspector's funeral, the Employer will pay funeral expenses up to a maximum of \$3,000.00.

Section 32.3

The Employer will make all customary notification to the police community; via the normal and customer; channels.

Section 32.4

Pall Bearers and honor guard will be provided and assigned according to the family's wishes.

Section 32.5

If the deceased is killed in the line of duty and unless requested otherwise by the family, the Police Department will maintain continuous vigil over the deceased member until interment.

Section 32.6

Surviving Bargaining Unit members All be authorized the wearing of mourning colors in accordance to the following guide lines:

(1) Officer killed in the line of duty within Hamilton County, colors will be worn from the date of the incident for thirty (30) consecutive days.

(2) Officer killed in the line of duty in an adjoining County, colors will be worn from the date of the incident until the date of the funeral.

(3) Mourning colors may also be worn during National Police Memorial Day to include military decorations.

Section 32.7

The Employer will make every reasonable effort to release from duty status those officers who wish to attend the services of the victim officer.

Section 32.8

The Employer will fly an appropriate mourning flag at all Police facilities during Police Memorial week.

Section 32.9

The Employer will erect a suitable memorial plaque to a Bargaining Unit member killed in the line of duty at a conspicuous location at Deer Park Police Headquarters.

**ARTICLE 33
RETIREMENT**

Section 33.1

Employees approaching retirement shall be presented with the badge worn during service to the community, department patch, service decorations and name plate suitably encased for presentation. The expense of encasing such items shall be the responsibility of the membership.

Section 33.2

Retired employees shall be permitted to retain their department credentials. The Employer may exercise the option to stamp said credentials with the term "Retired".

Section 33.3

Retired employees shall be permitted to purchase their duty weapon from the City for the price of one dollar (\$1.00).

**ARTICLE 34
DURATION**

Section 34.1

This Agreement shall be effective from January 1, 2012, and shall remain in full force and effect until 11:59 p.m. on December 31, 2014.

Section 34.2

If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon notice of intent.

SIGNATURE PAGE

IN WITNESS WHEREOF the parties have hereunto signed by their authorized representative this 17th Day of MAY, **2012**

For the City of Deer Park



Mike Berens
Safety-Service Director

Joseph Scholler
Special Labor Council

For the FOP - OLC. Inc.



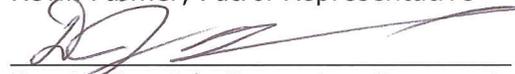
Barry L. Gray
FOP/OLC Staff Representative



Lisa Sax, Dispatcher Representative



Kevin Farmer, Patrol Representative



Dan McCormick, Supervisor Representative

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

| | | |
|----------------------------|---|----------------------------|
| FRATERNAL ORDER OF POLICE, | } | |
| OHIO LABOR COUNCIL, INC., | } | Case No(s): 11-MED-09-1182 |
| EMPLOYEE ORGANIZATION, | } | 11-MED-09-1183 |
| | } | 11-MED-09-1184 |
| and, | } | |
| | } | |
| CITY OF DEER PARK, | } | |
| EMPLOYER. | } | |

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

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

Respectfully Submitted,



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

cc: Mr. Mike Berens
mberens@deerpark-oh.gov