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LABOR AGREEMENT

BY AND BETWEEN

THE CITY OF RIVERSIDE

AND



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

SERGEANTS

January 1, 2012 through December 31, 2014

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Article 1
Agreement

Section 1.1. Agreement This Collective Bargaining Agreement (hereinafter "Agreement") is entered between the City of Riverside (hereafter referred to as the "City" or "Employer"), and the FOP Ohio Labor Council Lodge #161, referred to as the "FOP" or "Union").

Section 1.2. Purpose This Agreement sets forth the agreement between the Employer and the Union which represents certain employees in the Riverside Police Department as to matters pertaining to their wages, hours, terms and other conditions of employment. This Agreement is intended to increase the general efficiency in the police department, maintain the existing harmonious relationship between the Employer and employees, promote the morale, rights and well-being of the Employer, its employees and citizens, and adjust any differences which may exist between the Employer and its employees.

Section 1.3. Cooperation The parties to this Agreement recognize the important public service here involved. The parties mutually recognize the responsibility of both the employees and the Employer to the public requires that any disputes arising between the employees and the Employer be adjusted and settled in an orderly manner without interruption to such service to the public.

To these ends, the Employer and the Union agree to encourage to the fullest degree, friendly and cooperative relations between their respective representatives at all levels among all employees.

Section 1.4. Saving Clause Should any provisions of this Agreement be held to be unlawful by a court of law, the remaining provisions of this Agreement shall remain in full force and effect. In the event that any provision of this Agreement is held to be unlawful by a court of law, both parties to the Agreement shall meet within twenty (20) days for the purpose of reopening negotiations of the unlawful provisions involved.

Section 1.5. Modification of Agreement Any changes in this Agreement must be reduced to writing and executed by both the Employer and the Union.

Should the Employer intend to implement any change in Departmental operations during the term of this Agreement which materially affects wages, hours, terms and/or working conditions of the employees covered herein and which is not already permitted the Employer by other provisions of this Agreement, including Management Rights listed in this Agreement, the following procedure must be followed:

(a) Unless a bona-fide emergency exists, (which shall be subject to determination by an arbitrator) the Employer will provide thirty (30) days notice to the Union of the anticipated action and prior to the taking of said action to effect any change. If an emergency exists the Employer shall immediately advise the Union and the parties shall proceed with the arbitration procedure in this agreement.

(b) The Employer shall, at the Union's request which must be given within 14 days of Employer's notice to the Union, commence bargaining over the matter and the parties shall undertake good faith efforts to arrive at a resolution of the matter. Either party may request the assistance of a SERB appointed mediator to assist in the negotiations.

(c) If the parties are at impasse and unable to reach an agreement on the issue the Union shall have five (5) days after the declaration of an impasse in which to initiate the use of the Arbitration procedure for selection of an arbitrator who shall act in the role of a Fact-Finder (i.e., Interest Arbitrator) whose decision shall be final and binding upon the parties.

Section 1.6. Emergency Waiver In cases of emergency declared by the President of The United States, the Governor of the State of Ohio, the Montgomery County Sheriff, the federal or state legislature, where such as acts of God affect the safety and health of the citizens of Riverside, the following conditions of this Agreement shall automatically be suspended:

- A. Time limits for management's or the union's replies on grievances;
- B. All work rules and/or agreements and practices relating to the assignment of all employees.

Upon the termination of the emergency, should valid grievances exist, they shall be processed, and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

Section 1.7. Entire Agreement Each party hereto acknowledges that during the negotiations resulting in this Agreement, the Employer and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the State Employment Relations Act allows the parties to bargain.

This Agreement contains the entire understanding, undertaking, and agreement of the Employer and the Union. Where this Agreement and ordinances, work rules, policies, procedures or SOP (Standard Operating Procedures) are in conflict, this Agreement shall prevail. The provisions of this Agreement shall also supersede state law where legally permitted.

ARTICLE 2
RECOGNITION

Section 2.1. Recognition The Employer hereby recognizes the FOP/Ohio Labor Council Lodge#161 as the sole exclusive bargaining representative in all matters pertaining to wages, hours, terms and other conditions of employment for all employees as set forth herein.

Unit A Included: All full-time sworn police officers holding the rank of "Sergeant"

 Excluded: All full-time sworn police officers with the rank of Police Officer, sworn part-time officers, auxiliary police officers, Lieutenants, and the Chief of Police.

Reference is made herein to the following State Employment Relations Board cases: 92-REP-02-0035 and 95-REP-01-0015.

The Employer will not recognize any other person or organization as the collective bargaining representative for any employees within the bargaining units referenced above.

Section 2.2. Lodge Change In the event the employees of the Riverside Police Department certified bargaining units should form their own Lodge within the FOP, the Employer shall recognize said successor Lodge as the exclusive representative(s) and the parties shall mutually advise SERB of such change.

Section 2.3. Bargaining Unit Clarification The Union will not seek to include in the bargaining unit any person excepted from the definition of "public employees" under Chapter 4117 of the Ohio Revised Code nor will it seek to apply this Agreement to other individuals employed by the City of Riverside. Should the Employer create any new classification within the Police Department not otherwise set forth above and the parties cannot agree on whether to include the classification within the bargaining unit, either party may elect to refer the matter to SERB for its determination.

ARTICLE 3
PAYROLL DEDUCTIONS

Section 3.1. Union Membership All employees covered by this Agreement may become and remain members. All employees hired after the effective date of this Agreement may become and remain members. Employees shall submit a written authorization for dues deductions.

Members of the bargaining unit agree that they will give written notice of intent to revoke the checking off of their dues. Said written notice shall be by the member of the Union to the Employer. The Employer shall give notice to the Union within five (5) days of receipt of the revocation request. It is understood that fifteen (15) to thirty (30) days will be required to affect any such revocation.

Section 3.2. Deduction of Dues The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all membership dues required. The Union will notify the Employer annually of the dues it charges and its current membership, and will update this information as needed.

One-half ($\frac{1}{2}$) of the required dues shall be deducted from the first (1st) paycheck each month and one-half ($\frac{1}{2}$) shall be deducted from the second (2nd) paycheck each month.

Section 3.3. Fair Share Fees As a condition of employment, sixty (60) days following the beginning of employment, or upon the effective date of this Agreement, whichever is later, employees in the bargaining unit who are not members of the union, including employees who resign from membership in the Union after the effective date of this Labor Agreement, shall pay the Union, through payroll deduction, a fair share fee. The fair share fee is automatic and does not require the written authorization of the employee. This provision shall not require any employee to become or remain a member of the Union, nor shall the fair share fee exceed the dues paid by the members of the Union in the same bargaining unit. The Union is responsible for certifying to the Employer the amount of the fair share fee. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of the cost of collectively bargaining, contract administration, and pursuing matters directly affecting wages, hours, and other terms and conditions of employment of bargaining unit members.

Section 3.4. Other Deductions

- A. Upon the written request, the Finance Director will withhold and forward funds specified to a financial or investment institution of the bargaining unit's choice.
- B. Upon written authorization of an employee covered hereunder the Employer will directly deposit the employee's pay in a banking institution selected by the employee. All employees who have selected direct deposit of their pay and all new employees covered hereunder shall have their pay directly deposited into a banking institution of the employee's choosing.
- C. The Employer agrees to continue its payroll policies of permitting employees to participate in the Ohio Deferred Compensation Program and related income deferral mechanisms in place at the effective date of this Agreement.

Section 3.5. Indemnity The Union agrees to indemnify and hold harmless the Employer against any liabilities or claims asserted against it by any employees by reason of the operation of this Article.

Section 3.6. Remitting Deductions All dues collected shall be submitted to the Union person designated in writing by the Union.

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.1. Management Rights Except to the extent modified by a specific provision of this Agreement, it is understood and agreed to by the Union that the Employer retains all its rights and authority to manage, direct, and control the operation of the Police Department to the fullest extent permitted by Ohio Law. The Employer retains the right to promulgate rules and regulations and to otherwise exercise prerogative of management, including, but not limited to the following:

- A. 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 Police Department, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, and hire employees;
- C. Maintain and improve the efficiency and effectiveness of Police Department operations;
- D. Determine the overall methods, process, means or personnel by which Police Department operations are to be conducted, including (except as otherwise limited by provisions of this Agreement) the determination of work assignments, and the establishment or alteration of work schedules;
- E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Police Department as a unit of the City of Riverside;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the Police Department.

Section 4.2. Residual This Agreement is subject to all existing, and future, federal and state laws, and this Agreement shall be interpreted wherever legally possible to comply fully with such laws, or any judicial decision interpreting them. The Employer shall not adopt any resolution or ordinance contrary to the terms and conditions of this Agreement. Such adoption, or attempted adoption, shall be subject to the grievance procedure and/or unfair labor practice charges, and any other legal remedies.

This Agreement supersedes and replaces all applicable state and local laws which it has the authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail.

In the event that any provision or provisions of this Contract are found to be invalid, the parties agree that such finding shall hold only to that specific provision or provisions and that the remaining provisions of the Agreement shall remain full force and effect. The parties agree that when any provision of this Agreement is found to be invalid, they will schedule a meeting within thirty (30) days at a mutually agreeable time to negotiate alternative language on the same subject matter.

Section 4.3. Union Pledge The Union recognizes that in consideration of the commitments herein made by the Employer, there is an obligation upon every Employee to give honest, efficient, and economical service in the performance of the employee's duties. The Union agrees that it will not directly or indirectly oppose or interfere with the legitimate and reasonable efforts of the Employer to maintain and improve the skill, ability and production of the working force, and to reduce waste and spoilage of materials.

ARTICLE 5 NON-DISCRIMINATION

Section 5.1. Discrimination The Employer and the union agree that there will be no discrimination against any employee with respect to their wages, hours or terms and other conditions of employment nor will either party hereto interfere with, restrain, or coerce any employees by reason of said employee's race, religion, sex, age, national origin, handicap/disability, military service (active duty or reserve) and membership or lack of membership in the Union.

The Employer agrees that fair and equitable treatment will be given to all employees in regards to overtime, training, work assignments, discipline, promotions, wages, hours of work, positions and terms of this contract, subject to and consistent with the other provisions of this Agreement.

The Union shall share with the Employer the responsibility for applying the provisions of this Article.

Section 5.2. Gender The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. The term "employee" or "employees" where used herein, without otherwise being qualified or described, refers to all employees in the bargaining unit.

Section 5.3. Discrimination Remedy Charges of illegal discrimination shall be taken exclusively through statutory procedures and shall not be the subject of a grievance through the grievance procedure set forth in this agreement.

ARTICLE 6
UNION BUSINESS

Section 6.1. Representatives For the purpose of representation within the police department, the Union shall be entitled to three (3) stewards, one (1) primary and two (2) alternates to handle grievances and other legitimate Union business. Where the primary steward is absent, an alternative from the Union shall process the grievance.

Section 6.2. Release Time A Union steward will be permitted time off with regular pay to be present at grievance or disciplinary hearings, and will be permitted reasonable time during scheduled duty hours without loss of pay or benefits to investigate and process grievances provided such activity does not interfere with the performance of said officer's normal duties. Such duties shall at all times be the primary concern of said officer. In this connection, a Union steward shall be allowed a reasonable amount of time for this purpose. In no event shall a Union steward receive overtime or call-in payment to conduct grievances or Union business. Permission to investigate and/or process a grievance or attend a disciplinary hearing shall not be unreasonably denied. Departmental office equipment may be reasonably used to investigate and process grievances.

Section 6.3. Union Roster Union officers shall inform the Employer of the names, addresses and phone numbers of the current officers/stewards no more than seven (7) calendar days after any changes.

Section 6.4. Bulletin Boards The Employer shall furnish space for the Union's bulletin board for Union use in the following locations: Officer locker rooms or briefing/road room. The Union shall use this board for posting of notices pertaining to recreational and social activities, Union meeting notices, grievances and legislative enactments and judicial decisions affecting public employee labor relations and any/all other material(s). The Union shall not post any materials which are defamatory, or use profanity or that which otherwise is intended to disparage or hold any member of the Department, City employee or elected official in disrepute. The bulletin boards shall not be used to publicize, advertise or put forth a position(s) or endorsement(s) for any candidate, political party or issue set for election by the public.

Section 6.5. Ballot Box The Union shall be permitted, upon prior written notification to the Chief, to place a ballot box at the Police Department for the purpose of collecting members' ballots on all Union issues subject to ballot.

Section 6.6. Briefing A Representative of the Union shall be entitled to speak to the employees during briefing periods concerning matters of a critical, time sensitive nature, upon reasonable notice to, and consent by the Chief.

Section 6.7. Negotiations Committee The Union negotiating Committee shall consist of no more than three (3) Sergeants. Their attendance at negotiation sessions, if performed during regular duty hours for a member shall be without loss or gain of pay or benefits to that member. A negotiating member shall return to the member's regular assignment if the session ends before the end of the regularly scheduled shift. Scheduling of meetings can be made to equitably accommodate employees on different shifts.

ARTICLE 7 **GRIEVANCE PROCEDURE**

Section 7.1. Definition A grievance is defined as a difference, dispute, or complaint between the Union and/or covered employees and the Employer over the interpretation or application of the contents of this Agreement.

Section 7.2. Procedure An honest and earnest effort will be made to settle grievances informally before resorting to the following steps and procedures. To be considered, a grievance must be filed within seven (7) calendar days of its occurrence or seven (7) calendar days after the employee receives knowledge of the event giving rise to the grievance but under no circumstances longer than thirty (30) calendar days after the occurrence. All grievances shall be in writing on the forms provided by the Union, and shall set forth the Article or section of the Agreement alleged to have been violated.

Step 1. **Immediate Supervisor.** The grievance shall be submitted to the Employees' immediate supervisor. Upon the request of the grievant or the supervisor, a Union representative shall be present. An answer to grievances shall be given, in writing, to the Employee within seven (7) calendar days. Any resolution of a grievance which results in the payment of money to an employee or creates binding precedent or past practice for future interpretation of this agreement requires written approval of the Chief of Police and the Union. If it is determined by the Supervisor that a grievance cannot be adjusted or rectified at this Step the Supervisor shall state same in writing on the grievance form and shall automatically move it to Step 2 thus terminating the seven (7) calendar day period for Step 1.

Step 2. **Chief of Police** Grievances not resolved at Step 1 may be appealed by the grievant or Union (when applicable) to a meeting between the Grievant, Union representative(s) and the Police Chief. Such appeal shall be in writing and submitted within seven (7) calendar days after the answer at Step 1. The meeting shall be held at the parties' earliest convenient date no later than ten (10) calendar days after the appeal is filed, which may be mutually extended in writing if the parties are unavailable. Subject to the above requirements for timely filing, grievances asserted directly by the Union may commence at this Step 2. If the Chief is unavailable the Asst. Chief or other designee (s) will act in place of the Chief for purposes of resolution of any action at Step 2. The Chief's decision at Step 2 will then be issued in writing, within seven (7) calendar days after the meeting to the grievant and the Union representative.

Step 3. **City Manager** If a grievance is not resolved at Step 2 it may be appealed within seven (7) calendar days after completion of Step 2, to the City Manager. The City Manager's decision at Step 3 will then be issued in writing within fourteen (14) calendar days after the meeting to the grievant and the Union representative.

Step 4. **Arbitration** If the Union is not satisfied with the decision as issued in Step 3, the Union may submit the Grievance to arbitration by giving written notice thereof to the City Manager within fourteen (14) calendar days following the date of the issuance of the decision in Step 3 above.

Any Grievance which the Union timely elects to submit to arbitration shall be submitted to an impartial party mutually selected and agreed upon by both the Union and the City. The parties shall mutually request a panel of nine (9) names from the Federal Mediation and Conciliation Services. Upon receipt of the panel, the parties shall select one (1) individual from the panel to serve as the arbitrator to decide the grievance in accordance with provisions hereof. The selection shall be accomplished by a process of elimination. The parties shall rotate striking first on each list of Arbitrators with the Union striking the first name from the first list. The parties shall alternate striking thereafter until a single arbitrator is selected. Either party may reject one (1) list and request an additional list. The parties may mutually agree to use the American Arbitration Association (AAA).

The arbitrator shall have jurisdiction only to decide the Grievance based on the application and interpretation of the express terms or provisions of this Agreement. The arbitrator shall not have the power to add to, subtract from or otherwise modify this Agreement. All decisions of the arbitrator consistent with the jurisdiction, power and authority as described in this Step 4 and all pre-hearing settlements reached by the aggrieved Employee(s), the Union and the City shall be final, conclusive and binding.

The fees of the arbitrator in connection with any arbitration shall be shared equally between the Union and the City regardless of the decision or outcome of the arbitration. All costs or fees of any kind incurred by each party in presenting their respective cases to the arbitrator shall be born by the party incurring such costs.

Section 7.3. Self Representation When an employee covered by this Agreement chooses to forego union representation 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 Union Representative will be notified of the Representative's right to be present at the adjustment.

Section 7.4. Grievance Time A grievant and the grievant's representative shall be allowed time off from regular duties for attendance at a grievance meeting scheduled during their work hours with prior approval of the respective supervisor. Employees attending grievance meetings in accordance with this Section while on duty or off duty shall be on a no loss or no gain of pay or benefits basis.

Section 7.5. Group Grievance A group grievance is a grievance as defined in Section 7.1 of this Agreement which uniformly affects a group of employees. The group shall be comprised of only those bargaining unit members who sign the grievance when it is first presented in writing. A group grievance as defined in this section shall be submitted at the Step 3 measure as outlined in Section 7.2 of this Agreement by a representative of the Unit as defined in Section 6.1 of this Agreement.

ARTICLE 8 NO STRIKE/NO LOCKOUT

Section 8.1. No Strike/No Lockout Neither the Union nor any employee shall aid, condone or participate in any picketing, work slow down or strike nor shall the Employer impose any "lockout" of any employees during the term or extended term of this Agreement.

Section 8.2. Violations Any violation of this Article by an employee or employees shall constitute cause for discharge or discipline consistent with Ohio Revised Code Chapter 4117 of the employee or employees who participate therein.

Section 8.3. Required Union Action In the event of any violation of this Article, the Union will immediately take whatever steps are necessary to attempt to terminate said strike, slowdown, picketing or other concerted activities which interrupt operations in violation of this Agreement.

ARTICLE 9 INVESTIGATIONS AND DISCIPLINE

Section 9.1. Union Representation. Once the Employer has notified an employee, subject to the provisions below, that they are the subject of a formal investigation of which the outcome of said investigation has the potential to result in disciplinary action which may affect the employee's job security or any other term or condition of employment; the Employer shall first advise the employee of the right to be accompanied and represented by the Union during the interview or to consult with their Union representative before providing any written information to the Employer. Provided a Union representative is reasonably available, no employee shall be required to attend any interview or respond to questions posed by the Employer without Union representation once such representation has been requested. In the event representation is not reasonably available, said interview may be delayed for a reasonable period of time, provided, however, that the Employer retains the right to temporarily relieve said employee from duty with pay notwithstanding the rescheduling of said interview.

Section 9.2. Investigations.

- A. Any investigative questioning regarding charges of employee employment misconduct shall be made under the following conditions:
 - 1. The questioning shall take place at the Police Department or other mutually agreeable site.
 - 2. The employee shall be informed of the nature of the investigation before any questioning commences. If the employee is being questioned as a witness only, the employee shall be so advised prior to the commencement of the questioning.
 - 3. All questioning shall be undertaken in a proper and businesslike manner.
 - 4. If an employee is the subject of a criminal and/or administrative investigation the employee shall be so advised and afforded the same constitutional rights to which other individuals are entitled.
- B. The Employer may request to use a polygraph machine or any other mechanical, or electrical means to investigate the truth of statements made by members. No member shall be required to submit to such tests and no disciplinary action shall be taken against members who refuse to permit any such tests.
- C. The Employer may assign any Riverside Police Officer who possesses special skills, training or knowledge to assist a higher ranking officer with, and limited to their field of expertise only. All necessary questions or interviews shall be conducted by a higher ranking officer.
- D. Notification shall be given to an employee that is the subject of a formal investigation within twenty-four (24) hours of initiation of said investigation. The employee shall within twenty-four (24) hours of being notified of said investigation, notify the Employer, in writing, of their choice of representative.
- E. Prior to any interview of an employee that is the subject of an investigation, said employee will receive a copy of the initial complaint, and the specific allegations shall be listed.
- F. All materials related to the investigated shall be held in strict confidence until the investigation is complete at which point they shall become public records.
- G. When any anonymous complaint is made against an employee and if after an investigation there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded and not placed in the employee's file.

- H. Any employee who has been under investigation shall be informed, in writing, of the results at the conclusion of the investigation within ten (10) business days following the completion of said investigation.

Section 9.3. Disciplinary Procedure.

- A. No employee shall be disciplined, except for just cause. Probationary employees may not grieve matters related to job performance. Counseling, the use of Performance Improvement Plans, Performance Improvement Logs and Training Memorandums shall not be considered as discipline but an employee may be required to sign and date any such "improvement document(s)".
- B. Discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct. Discipline shall consist of the following:
 - a. oral reprimand;
 - b. written reprimand;
 - c. short term suspension;
 - d. long term suspension;
 - e. demotion;
 - f. discharge

Generally, discipline will be administered in a progressive manner; however, infractions of a serious or aggravated nature may result in more serious discipline.

- C. Suspensions of three (3) work days or less may be imposed by the Police Chief. Longer suspensions or discharges require action by the City Manager. Sergeants may discipline employees using oral or written reprimands. The commencement of the taking of disciplinary action shall occur within fourteen (14) calendar days after the completion of an investigation of the matter or within forty-five (45) days after the incident at issue first comes to the attention of the Chief whichever is the earlier. The Police Chief may extend the above referenced time periods by an additional thirty (30) days upon notice to the employee and the Union representative.
- D. Anytime the Employer or any of the Employer's representatives has reason to discipline an employee, it shall be done in a proper and businesslike manner that will not unnecessarily embarrass the employee before other employees or the public. Likewise the employee subject to investigation or discipline shall respond in a proper and businesslike manner and take no action that will unnecessarily embarrass the City, the Police Department or other employees thereof.

- E. Whenever the Employer or its designee determines that an employee's conduct may warrant a suspension, loss of accrued time or termination, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. The accused employee may be represented at a pre-disciplinary conference by a Union representative and/or attorney if the employee so chooses.
- F. Employees shall be given at least twenty-four (24) hours advance notice of the hearing date and time. In the event representation is not reasonably available, said conference may be delayed for not more than forty-eight (48) hours, excluding holidays and weekends. At the pre-disciplinary conference the employee may elect to do any of the following:
 - 1. Appear at the conference and present an oral or written statement;
 - 2. Appear at the conference and have a representative present an oral or written statement;
 - 3. Have a representative appear at the conference and present an oral or written statement in place of an employee, who is physically unable to appear at the conference; or
 - 4. Elect to waive, in writing, the opportunity to have a pre-disciplinary conference.
- G. Any employee, who is charged with violating Department Rules and Regulations that could result in the loss of time or pay, will be provided access to transcripts, reports, records, lists, written statements, and tapes pertinent to the case within a reasonable time once such information is available for release.
- H. A suspended employee shall be entitled to limited access to available Conference Room(s) for consultation with Union representative(s) to prepare for disciplinary conferences and/or interviews.
- I. Appeal of a disciplinary suspension shall be filed at the City Managers level of the grievance procedure.

Section 9.4. Confidentiality Both the Union and the City recognize that discussions between any member(s) of the Union subject to disciplinary proceedings or under investigation for conduct or action contrary to the provisions of this Agreement; the Riverside Police Department General Orders; and/or the City of Riverside Personnel Policy Manual and Union Representatives, as recognized under Article 6.1 of this Agreement, or another member selected by the employee are confidential in nature.

Both the Union and the City also recognize that, in the event any member(s) of the Union subject to disciplinary proceedings or under investigation for conduct or action, who discuss said disciplinary proceedings or investigation for conduct or action with members of the Union who are not classified as Union Representatives, as recognized under Article 6.1 of this Agreement, or another member selected by the employee, or subject to the same disciplinary proceedings or under investigation for the same conduct or action, waives the right to said confidentiality.

By waiving such right of confidentiality as outlined above, those members of the Union who are knowledgeable to information pertinent to the disciplinary proceedings or investigation for conduct or action, may be compelled to provide testimony to their knowledge of events or information as may have been shared with them through conversations or discussion in which confidentiality was waived as described herein.

ARTICLE 10 **PERSONNEL RECORDS**

Section 10.1. Personnel file There shall be only one (1) official personnel file per employee maintained by the City.

Section 10.2. Employee's Examination of File Consistent with applicable state and federal law, the personnel file of an employee may be examined by the employee upon reasonable advance request. Upon written request an employee, or a former employee, shall receive copies of all materials placed in the employee's personnel file at no cost. Items received to which confidentiality was guaranteed shall not be subject to examination but shall likewise not affect or be considered for purposes of discipline and/or promotion. No anonymous material shall be placed in a personnel file nor shall it be considered for purposes of discipline and/or promotion.

Section 10.3. Employee's Response to File Information. If an employee feels that an unfavorable letter, or other item of information, has been placed in the employee's file, the employee may place a reply to this information in the file. Said reply would accompany the information to any other persons having legal access to said file.

Section 10.4. Unfound Citizen Complaints. After investigation it is determined that alleged actions of a police officer which are the subject of a citizens complaint did not occur or failed to involve police personnel (i.e. "unfounded") any reference to said complaint will be removed from the officer's personnel file and placed in a sealed file immediately unless said complaint is involved in an independent investigation (e.g., potential charges for filing false reports).

Section 10.5. Third Party Requests. In the event a request by a third party is received to examine an employee's document(s), the subject officer will first be provided such notice (written or verbal) as is reasonable under the circumstances and given opportunity to object. The parties understand the Employer's obligation to comply with R.C. §149.43 (Ohio Public Records Law) imposes short time deadlines for response to requests for inspection and that the inability of the Employer to contact the employee or any delay by the employee in objecting may result in a waiver of any exemption from disclosure that may apply. In any event, the Employer shall provide notice by certified mail to the employee's home address that said inspection and/or copying has occurred. Any records that the Employer may keep confidential, shall be kept confidential and shall not be released pursuant to the Ohio Public Records Act.

Section 10.6. Discipline Records

- A. Records of documented oral and/or written reprimands shall cease to have force and effect or be considered in future disciplinary matters twelve (12) months after their effective date, providing there are no intervening disciplinary action during that time period.
- B. Records of suspension, demotion, or discharge shall cease to have force and effect or be considered in future disciplinary matters thirty (30) months after their effective date, providing there are no intervening disciplinary actions taken during that time period.
- C. Disciplinary actions older than provided in Section 10.6 (A) (B) (C) above shall not be admissible in disciplinary actions against bargaining unit members or forwarded to prospective employers of a bargaining unit member, unless otherwise required or permitted by law, including the Ohio Public Records Act. Outdated discipline shall be kept in a separate file. It shall be the duty of the employee to so designate outdated discipline pursuant to the terms of this Agreement.

ARTICLE 11
Probation and Seniority

Section 11.1. Probationary Period Newly promoted Sergeants covered hereunder shall serve a probationary period of six (6) months. Any absence(s) of thirty (30) total work days or longer during the probationary period shall automatically extend the probationary period for the same amount of time.

Section 11.2. Seniority Defined Seniority shall be defined as follows:

- A. City-wide Seniority shall be defined as the duration of time an employee has been employed on a full-time status with the City of Riverside.
- B. Department Seniority shall be defined as the duration of time an employee has been employed in a full-time, sworn status with the City of Riverside Police Department.

- C. Classification Seniority shall be defined as the duration of time an employee has been employed in a full-time, sworn status as a Sergeant in the City of Riverside Police Department.

City-wide seniority pertains to rights as it relates to vacation and sick leave accrual. Absent a specific grant in this Agreement, the retention of seniority during layoff or leave of absence does not automatically entitle an employee to receive benefits provided to employees on the active payroll.

Section 11.3. Seniority List The Employer will maintain and post an up-to date Seniority List twice a year which list shall also be available for inspection upon request. For purposes of determining seniority, the date of hire is the primary determining factor but the standing on the eligibility list is the determining factor where hire date of two or more employees is the same.

Section 11.4. Seniority Retention

- A. An employee's seniority shall cease and employment terminated upon any of the following:
1. Resignation or "Quit";
 2. Termination which is not modified or reversed through the grievance or arbitration procedure;
 3. Retirement (Years of service and/or retirement disability) under the State of Ohio Retirement System;
 4. Layoff in excess of 12 months;
 5. Absence from work (resulting from City work-related injury or illness compensated by workers compensation) in excess of 12 months and after exhaustion of FMLA leave;
 6. Absence from work (resulting from non-City work related injury or illness or FMLA approved reason) in excess of retained sick leave, paid vacation, holidays, compensatory time and exhaustion of FMLA leave which will begin when paid benefits are exhausted.
- B. The retention of seniority shall not entitle an employee to any specific benefits or the continued accrual of additional seniority unless specifically set forth in other provisions of this Agreement.

ARTICLE 12
LAYOFFS AND RECALLS

Section 12.1. Notice Whenever it is determined that a layoff is necessary, except in emergencies, affected employees shall receive no less than thirty (30) calendar days notice of the layoff.

Section 12.2. Layoffs The Employer shall determine in which classifications layoffs will occur and layoffs will be by classification seniority. All regular part-time employees, auxiliary employees assigned to a regular work schedule and full-time employees in an initial probationary period working in positions affected by the layoff will be assigned to other appropriate positions, if available. If no other positions are available such employee's shall be laid off prior to displacing any full-time regular employees. When it is determined by the Employer that regular full-time employees must be laid off, the affected employee's will be laid off according to lowest seniority first.

Section 12.3. Displacement Rights Sergeants who are laid off from the Sergeant classification have the right to bump into a classification covered by the Collective Bargaining Agreement covering Police Officers under the rank of Sergeant, if the laid off Sergeant(s) has sufficient Department Seniority, but not vice versa.

Section 12.4. Recall Employees will retain their seniority for a period of twelve (12) months and may be reinstated during this period. Laid-off employees will be notified by registered mail at their last known address to return to work within seven (7) calendar days of the date of notification. The seven (7) calendar day time limit may be extended to fourteen (14) calendar days if a recalled employee desires to give two weeks' notice to a then current Employer. Failure to report within the time limit will remove an employee from the recall list. Employees on layoff are responsible for advising the Employer of their current address. Employees will be recalled in reverse order of their layoff.

If a Sergeant has bumped down into a classification covered hereunder, the Sergeant shall be reinstated to a Sergeant's vacancy before any employee is installed to a position in the rank.

No new sworn Police Department employees shall be hired until all employees who have been laid off with recall rights have been given the opportunity to return to work.

Section 12.5. Accrued Time at Layoff Upon layoff, an employee shall be paid for accrued but unused vacation and compensatory time earned. Such payment shall be included with the employee's last regular paycheck. A laid-off employee's accrued sick leave may not be used during the period of layoff. Sick leave will be "banked" during the lay off period and re-credited to the employee's account if and when the employee is recalled within the twelve (12) month recall period. If not recalled, all banked sick leave is forfeited, except as may be awarded in Article 25 "Sick Leave".

ARTICLE 13
LABOR/ MANAGEMENT COMMITTEE

Section 13.1. Meetings The Employer and Union agree that when matters arise affecting the operation of the Department, implementation, or interpretation of this Agreement, representatives from each party will meet to review said matters and attempt to resolve them short of resorting to the grievance procedure. Meetings shall be scheduled at the request of either party. Notice of the request for a meeting shall include an agenda of item(s) to be discussed. Either party may request an outside representative to attend such meetings. Agreed resolutions shall be reduced to writing at the meeting and initialed by each party thereto.

ARTICLE 14
HEALTH AND SAFETY

Section 14.1. Cooperation Between Employer and Union To the extent such matters are within its control, the Employer agrees to maintain adequate provisions for the health and safety of its employees during the hours of their employment. The Union and all employees agree to cooperate with the Employer on all matters pertaining to safety, to use appropriate safety equipment when supplied and follow all safety rules and safe working methods. The Employer shall provide such training and instruction as is mandated by law in connection with equipment required and/or provided. Employees are responsible for the proper use and care of the equipment and vehicles provided along with the responsibility of reporting any unsafe working conditions to the appropriate supervisor. Equipment in disrepair or damaged that poses a material danger to the life and safety of an employee or the general public may be placed out of service by the employee with notice to and consent by a supervisor pending review by the Police Chief.

Section 14.2. Contamination The Employer shall provide temporary substitute clothing (e.g., jumpsuits, etc.) for employees in the event their uniforms become contaminated or damaged during their duty shifts. Clothing or uniforms that are contaminated by bio-hazardous (e.g., blood, bodily fluid, etc.) or toxic material will be cleaned at the Employer's expense in accordance with applicable remediation and decontamination requirements.

Section 14.3. Staffing Unless the City is unable to provide sufficient manpower due to layoffs, adequate personnel shall be assigned so as to have at least a minimum of three (3) personnel, regardless of rank who are members of the department's collective bargaining units on each shift. Unless the City is unable to provide sufficient manpower due to layoffs, the City will continue to assign a total of at least three (3) detectives to the detective section.

Section 14.4. Workforce Leave In consideration of provisions provided for in Section 4.1 Section 14.3, Section 19.6, Article 21, Article 25, Article 26, and Article 27 of this Agreement; the Union and the City agree that leave benefits shall be extended to the those members of the department covered by this Agreement under the following terms:

1. Such leave shall be provided to not more than two (2) sworn personnel, regardless of rank who are members of the department's collective bargaining units, scheduled on the same shift, provided that the granting of such leave does not create overtime in the City's obligation to maintain minimum staffing.
2. In the event that the approval of leave benefit for two (2) sworn personnel, regardless of rank who are members of the department's collective bargaining units, creates overtime in the City's obligation to maintain minimum staffing, then not more than one (1) sworn personnel may be off on leave benefit for a particular shift.
3. Benefit leave as applied to those sworn personnel assigned to who are members of the department's collective bargaining units, administrative support roles including the detectives section, within the department shall be granted at the discretion of the Chief of Police, or his designee,
4. Where extraordinary circumstances (acts of god, terrorism, man made disasters) require the maintenance of minimum staffing requirements or greater, sworn personnel of the department who are members of the department's collective bargaining units shall be granted benefit leave at the discretion of the Chief of Police, or his designee, based on the merits of each specific leave request as submitted.

ARTICLE 15

WORK RULES AND GENERAL ORDERS

Section 15.1. Rules and Orders In accordance with Management Rights the Employer may create, publish and from time to time amend reasonable rules of employee conduct. Any changes made in these rules and any general orders applicable to the Department relating to standard operating procedures shall be in writing. Except in an emergency or where unforeseen circumstances prevent, said changes and/or general orders shall be in writing and posted seven (7) days prior to their effective date. The Union shall receive copies of all Work Rules and amendments thereto. All such rules and orders shall be applied uniformly to the group of employees to which they are intended.

Section 15.2. Conflict In the event that the said standard operating procedures shall be in conflict with this Agreement the provisions of this Agreement shall take precedence.

Section 15.3. Appeal The application of the work roles and/or the general orders shall be subject to appeal through the grievance procedure set forth herein.

ARTILCE 16
MISCELLANOUS OPERATIONAL TOPICS

Section 16.1. Job Content The Employer shall have the right to determine the content of jobs and to modify said content or create new jobs consistent with the efficient and productive operation of the Police Department. In the event a new or modified job is created, the Union shall have the right to negotiate the rate of pay applicable thereto.

Section 16.2. Locker Room The Employer shall maintain a locker room for employees who wear clothing as required or issued by the Employer and every employee shall be assigned a locker. The Employer will maintain separate locker room facilities for male and female employees. Locker rooms shall not be used for storage/catch-all of department items or surplus stock unless it can be done in a manner that does not interfere with the room's primary "locker room" purpose. (e.g., storage of items on top of locker, etc.)

Section 16.3. Outside Employment Employees shall be permitted to be employed by any other person, firm, company, or establishment as long as there is not a conflict of interest with the ability to perform the duties as a member of the department. All outside employment shall be brought to the attention of the Chief of Police for consideration. Any determination as to conflict of interest is subject to the grievance procedure.

Section 16.4. Part-Time Officers Consistent with effective operation of the Department, auxiliary and/or part-time officers may be used from time to time by the Employer to augment and supplement Department operations but shall not be used to such an extent that they supplant full-time employees covered by this Agreement. Part time/Auxiliary officers may not be used in place of a full time officer unless full time employees are first given the opportunity to fill the need in accordance with the call-in Article of this Agreement. Long term vacancies which are anticipated to exceed two (2) calendar weeks in length may, at Employer's option, be filled with Part-time/Auxiliary officers.

Section 16.5. Subcontracting In the event significant, valid economic reasons exist, the Employer shall have the right to subcontract, transfer or assign out work that might otherwise be performed by employees covered by this Agreement. The parties agree that where such subcontracting, assignment or transfer would result in layoffs to employees or a substantial modification to employee job content the following procedure must be followed:

- A. The Employer will provide forty-five (45) days notice to the Union of the anticipated action and prior to the taking of said action to effect any change. If an emergency exists the Employer shall immediately advise the Union and the parties shall proceed to the arbitration step of the Grievance Procedure.

- B. The Union shall have ten (10) calendar days from the date of notification provided by the Employer in sub-section A above to request “decisional” and “effects” bargaining over the issue. The parties shall make good faith efforts to arrive at a resolution on the issue. Either party may request the assistance of a SERB appointed mediator to assist in the negotiations.
- C. If the parties are at impasse and unable to reach an agreement on the issue the Union shall have ten (10) calendar days after the declaration of an impasse in which to initiate by written notification to the City Manager the use of the arbitration step of the Grievance Procedure for selection of an arbitrator who shall act in the role of a Fact-Finder and whose decision shall be final and binding upon the parties.

ARTICLE 17 **SUBSTANCE TESTING**

Section 17.1. Substance Testing Drug/alcohol testing may be conducted on employees upon reasonable suspicion basis, on a random basis or post accident basis.

- A. **Reasonable Suspicion Basis Testing:** Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:
 - 1. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
 - 2. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
 - 3. Arrest or conviction for a drug or alcohol related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use or trafficking;
 - 4. Information provided either by reliable or credible sources and independently corroborated;
 - 5. Evidence that an employee has tampered with a previous drug test; and
 - 6. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practices.
- B. **Random Basis Testing:** Random basis/testing is defined as selection of employees for substance testing on an indiscriminate basis.
- C. **Post-Accident Basis Testing** Post-Accident Basis Testing is testing of a driver of a motor vehicle after the driver was engaged in an accident reportable to the State of Ohio.

Section 17.2. Definitions:

- A. **Controlled substance** means a controlled substance contained in Schedule I thru V of Section 202 of the Controlled Substance Act (21 USC 812); or as defined in 3719.01 ORC or as otherwise defined under applicable
- B. **Harmful Intoxicant** means a substance defined at 2925.01 (J) ORC or as otherwise defined under applicable law.
- C. **Conviction** means a finding of guilt, [includes a plea of nolo contendere (no contest) or the imposition of a sentence, or both], by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug or alcohol statutes.
- D. **Drug or Alcohol Related Statute** means a criminal statute or ordinance involving the manufacture, distribution, dispensing, use or possession of any controlled substance, alcohol or harmful substance.

Section 17.3. Administrative Purposes Drug/alcohol testing shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. Under no circumstances may the results of drug/alcohol screening be released to a third party for use in a criminal prosecution against the affected employee. The following procedure shall not preclude the Employer from other administrative action but such action shall not be based solely upon the initial testing results alone. Refusal to submit to the testing provided for under this Agreement shall be grounds for discipline.

Section 17.4. Certified Laboratories The Employer shall maintain a list of two (2) testing laboratories. All drug screening tests shall be conducted by medical laboratories meeting the standards of the National Institute of Drug Abuse and the National Institutes of Health. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article.

Section 17.5. Testing The employee shall provide a signed release for disclosure of the testing results to the Employer's designated representative only.

- A. **Drug Testing** If a drug test screening is positive, a confirmatory test shall be conducted utilizing the samples collected in the manner prescribed above. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test or its equivalent.

In the event the second (2nd) test confirms the results of the first (1st) test, the Employer may proceed with the sanctions as set forth in this Article. If the confirmatory test is negative no discipline shall occur. If the confirmatory test is also positive the employee may request the second (2nd) split sample be tested.

- B. **Alcohol Testing** Alcohol testing shall be done in accordance with the laws of the State of Ohio and in the manner as to detect drivers operating a motor vehicle under the influence. Results above .02 shall be considered positive.

Section 17.6 Testing Results The results of testing shall be delivered to the Employer designated representative and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The Medical Review Officer shall review all confirmed positive results from the laboratory and contact the employee regarding reasons for the positive results. A representative for the bargaining unit shall have a right of access to the results upon request to the Employer's designated representative, with the employee's consent.

Section 17.7 Costs of Testing Costs of all drug test screenings and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense. However, if the employee requested testing is negative the Employer shall reimburse such employee.

Section 17.8 Rehabilitation If after the testing required above has produced a positive result, the employee shall be permitted to participate in the Employers designated rehabilitation or detoxification program. Any discipline allowed by the positive findings provided for above shall be deferred pending successful rehabilitation of the employee within a reasonable period. An employee who participates in a rehabilitation or detoxification program shall be placed on medical leave of absence for the period of the rehabilitation or detoxification program not to exceed ninety (90) calendar days (including time on paid leaves). Prior to being placed on leave without pay, the employee may use any accrued vacation leave or compensatory time. Upon satisfactory completion of such program, as verified in writing by the treatment facility and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee shall be returned to the employee's former position. Such employee may be subject to periodic retesting upon return to work for a period of eighteen (18) months from the date of return to work. An employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay, for a period not to exceed ninety (90) calendar days. If the employee refuses to undergo rehabilitation or detoxification or if the employee tests positive during a retesting after returning to work from such a program, the employee shall be subject to disciplinary action, up to and including termination of employment.

Section 17.9 Rehabilitation Limits The provisions of this Article shall not require the Employer to offer a rehabilitation/detoxification program to any employee more than once.

Section 17.10. Prescription Drug Use The City does not prohibit employees from using prescription drugs, provided:

- A. the prescription drugs are prescribed for medical reasons by a licensed medical practitioner with dosage frequency prescribed on the label; and
- B. the employee's use of prescription drugs does not affect job performance, threaten the safety, property or reputation of other employees or the City,
- C. or result in a criminal incident while on duty.

The City reserves the right to apply the disciplinary procedures of this Agreement, including requiring a drug and/or alcohol test, to any employee who uses prescription drugs in a manner which violates this Section.

ARTICLE 18 EMPLOYEE ASSISTANCE PLAN

Section 18.1. The Plan The Employer shall maintain an Employee Assistance Program ("EAP") to provide a counseling and/or referral service for employees who have continuing personal problems which may adversely affect their work performance. These problems may be financial, emotional, family, legal, drug and or alcohol related.

Section 18.2. Referrals Referrals to treatment or counseling services may be initiated by the employee and/or supervisor through the EAP Coordinator. All referrals are strictly confidential and unless otherwise prohibited by law, no records of referrals will be kept in the employee's personnel file to which public access is permitted. Unless referral is mandatory under the Employer's Substance Abuse Policy, EAP services are strictly voluntary, and participants in the program will still be required to meet existing performance standards. Initial costs associated with preliminary interviews, counseling and referral shall be borne by the City. Costs associated with any ongoing counseling or other professional services shall be the responsibility of the employee unless otherwise covered by applicable health insurance programs. No professional type counseling will be conducted at the workplace nor performed by the Employer or other employees. Supervisors will be briefed annually on how to properly respond to the employee who seeks assistance. Additional information may be obtained by contacting the designated EAP Coordinator or the City Manager.

ARTICLE 19 HOURS OF WORK & OVERTIME

Section 19.1. Intent This Article is intended to define the hours of a workday, hours of a work period and to define the basis for the calculation of overtime.

Section 19.2. Work and Pay periods For the purpose of computing wage related benefits such as sick leave, vacation leave, and overtime; a uniform and consistent work period and pay period shall be established for all classifications of employees covered by this Agreement. The current applicable work period and pay period is attached hereto as "Exhibit B" of this Agreement. All overtime and/or compensatory time shall be paid or accumulated during each two (2) week pay cycle.

Section 19.3. Shift Hours Normal work hours, for those classifications of employees covered by this Agreement exclusive of work hours on training days, are attached hereto as "Exhibit B" of this Agreement.

Section 19.4. Overtime For the purposes of computing overtime during a work period "hours worked" shall include vacation, compensatory time and holiday time. Sick time shall not count as "hours worked" within a work period. Overtime shall be paid for all hours in the excess of the work period and/or in excess of the work day.

Sergeants shall be eligible to receive one and one-half (1½) times their regular hourly rate for all time worked in excess of a Sergeant's normal schedule and work period,

Section 19.5. Compensatory Time Sergeants may elect at their option to receive compensatory time in lieu of overtime pay. Compensatory time shall accrue at the rate of one and one-half (1½) hours of compensatory time for each hour of overtime worked up to a total of three hundred (300) hours. Compensatory time can be used in one (1) hour increments provided that no undue disruption of departmental operations. At least four (4) days notice should be given when requesting use of compensatory time. A Sergeant may request compensatory time no less than forty-eight (48) hours in advance if such request does not cause overtime. No more than one (1) Road Sergeant may be off using compensatory time or vacation leave on any one (1) work shift, unless otherwise approved by the Chief of Police or designee.

Sergeants may cash out up to fifty (50) hours of accrued compensatory time twice annually. The buy out of compensatory time shall take place in the first (1st) pay period of June and December annually. Employees who request payment shall do so no later than thirty (30) days prior to the payout date. No Sergeant may request more than twenty-five (25) total hours of compensatory for buy out during any one buy out period. A total cash out for the year to all Sergeants may not exceed nine thousand dollars (\$9,000.00) or the total compensatory time on the books as of December 31st of the previous year, whichever is less. Should the cash-out requests exceed the allowed amount of money available, the cash-out will be prorated among the requesting Sergeants by the dollar amount of the request.

Upon separation of employment for any reason, a Sergeant shall be paid for all unused compensatory time. In case of death, the Sergeant's compensatory time shall be paid to the Sergeant's beneficiary of record under the City's group life insurance plan.

Section 19.6. Distribution of Overtime Overtime shall be distributed as follows:

- A. **Scheduled Overtime** Scheduled overtime among Road Sergeants will be distributed in a fair manner by the Chief of Police or designee.

B. **Unscheduled Overtime** Except in emergency situations where immediate response is necessary, whenever the Police Chief or designee, determines that off duty Road Sergeants are to be called in, call-in of employees qualified to perform the required duties shall be in accordance with the following procedure:

1. Unanticipated or unscheduled Road Patrol overtime for Road Sergeants will be offered to the Sergeant(s) working the current shift. If the Road Sergeant doesn't want to take the unanticipated or unscheduled Road Patrol overtime and no other Shift Sergeant wants to work the unscheduled overtime, it will be assigned to the Road Sergeant assigned to the current shift as forced overtime.
2. Forced overtime assignments are mandatory unless a Sergeant is on previously scheduled vacation or excused by the Chief or designee.
3. Detective Sergeants shall be required to work such unscheduled overtime as is required by their individual job assignments.
4. It is understood that a Sergeant on overtime, will be released from duty when no longer needed.

C. **Pyramiding** Notwithstanding that Sergeants may be eligible for overtime pay under two (2) or more of the above provisions, there shall be no pyramiding of overtime pay.

Section 19.7. Shift Assignments Shift assignments shall be in March and September each year.

Section 19.8. Shift Selection The Employer shall post a shift preference choice schedule forty-five (45) days prior to shift assignment changes. Said schedule shall be posted ten (10) days. Sergeants shall submit shift preferences by seniority within the posted period. The Employer shall select the Sergeants for each shift in a non-arbitrary, non-capricious manner. Notwithstanding the rights Sergeants may have under this Section, the Employer may rotate Sergeants out of their selected shift assignments.

Section 19.9. Special Skills Assignments Sergeants having special skills (i.e., Range Officer, E.V. Tech., Technical Accident Investigator), may be required to work other than the normal selected shift assignment as circumstances arise.

Section 19.10. Modification To Shifts or Tours of Duty

- A. **Temporary Modification** The Employer shall not arbitrarily or capriciously remove or change any Sergeants selected shift preference or shift assignment nor shall shift assignments be used as a form of punishment or disciplinary action. The Employer shall retain the right to temporarily modify shift assignments, days off and hours of work for periods of a least one (1) but no more than fourteen (14) working days (twenty-eight (28) working days with the Sergeant's consent) for reasons of emergency or unforeseen circumstances, training assignments and those of the Range Officer when performing range duties. In the unusual event that shift assignments must be modified for greater than 14 (or 28) working days unless the parties work out a mutually acceptable compromise the Employer shall have the option of early implementation of a complete shift re-assignment in accordance with Section 19.8.
- B. **Permanent Modification** In the event the Employer anticipates permanently modifying the regular tour of duty, lengths of shifts and/or starting times, reasonable notice (at least thirty (30) days except for emergencies or unforeseen circumstances) shall be given to the Union. Upon request, the Employer shall meet with the Union to discuss reasons for modifications and to examine alternatives. The final decision shall rest with the Chief of Police or designee, however the Union shall have the right to use the Grievance Procedure to challenge the reasonableness for the modification.

Section 19.11. Outside Police Details Some Sergeants desire to work overtime Special Event Details, some Sergeants prefer not to work overtime Special Event Details, and other Sergeants prefer to work only some overtime Special Event Details. The following method of assigning these details shall be used in an effort to meet these differing preferences:

Special Event Details shall be offered to all Sergeants on a first come first serve basis. Those events that are known in advance shall be posted not less than thirty (30) days prior to the event. Sergeants shall be given 14 days to volunteer for the assignment before any Sergeant(s) is assigned to work the Special Event. Parties agree that some events are given to the Employer on short notice and therefore the Employer will not be able to meet the 30 day notification; these events should not be common. In these unusual situations, the Employer shall provide notification to the Sergeants of such event in a timely manner if additional manpower is needed. If there are still not sufficient Sergeants to provide adequate safety for an event, mandated overtime may be invoked; based on inverse seniority with the least senior employee being assigned first.

**ARTICLE 20
COMPENSATION**

Section 20.1. Wages Effective for the life of this Agreement sergeants shall receive the following hourly wage rates: A two (2%) percent increase in years 2012 and a zero (0%) percent increase in 2013 and 2014

Sergeants	Start	1 year	2 years	3 years
1/1/2012	\$33.27	\$34.07	\$35.26	\$35.85
1/1/2013	\$33.27	\$34.07	\$35.26	\$35.85
1/1/2014	\$33.27	\$34.07	\$35.26	\$35.85

Section 20.2 Longevity In addition to the wages indicated, all bargaining unit members shall receive the following longevity pay:

Years of service	Payment
Completion of 5 years – less than 10 years	\$.10 per hour
Completion of 10 years – less than 15 years	\$.20 per hour
Completion of 15 years – less than 20 years	\$.30 per hour
Completion of 20 years – or more	\$.40 per hour

Longevity pay shall be added to the employee's base rate.

Section 20.3. Call-in Sergeants who are called-in to work at times disconnected from their regular shift shall be guaranteed at least two (2) hours pay. This guarantee shall not apply to Sergeants who commence their shift prior to its regular starting time or work after the regular ending time, which shall be paid at the appropriate rate. A call-in lasting longer than two (2) hours shall be paid for the actual hours worked.

Section 20.4. Court Time A Sergeant required to appear off duty before a court, legislative committee, judicial or quasi-judicial body as a witness or in response to a subpoena, concerning work related matters shall be compensated at least one and a half (1 ½) hours pay. Anytime in excess of one and a half (1 ½) hours will be paid in fifteen (15) minutes increments. In addition a Sergeant shall be paid for one-half (1/2) hour travel time to the appearance and one-half (1/2) hour travel from the appearance for a total of one (1) hour's travel time.

Section 20.5. Other Assignments

- A. **Officer in Charge:** A Sergeant who is assigned by the Employer to temporarily assume the duties of acting Chief or, acting Lieutenant shall receive a four percent (4%) increase in pay for all shifts, or parts thereof, worked in that position except in the event that holidays fall within those consecutive shifts the increase in pay shall be applicable thereto.

Section 20.6. Retirement Deductions The City will deduct PERS/LE – PFDPF contributions from the bargaining unit employee's pre-tax income as permitted by the IRS.

Section 20.7. Equalized Payroll In the event the Employer implements a work schedule where Officers earn wages on a disproportionate work schedule within a work-period as established in Section 19.2 of this Agreement, the Employer agrees to establish a payroll equalization system so that employees shall receive twenty-six (26) equal paychecks computed on the basis of eighty (80) hours per pay period. Since this may result in the temporary payment for more hours than are actually worked these “unearned hours” will be recorded as advanced pay, and applied against each employee’s future pay.

Section 20.8. Successor Negotiations If future negotiations proceed to fact-finding and/or conciliation, the parties agree that notwithstanding any contrary provision in R.C. 4117.14 (G)(11), the fact-finder and/or conciliator shall have the option to determine that rates of compensation and other matters with cost implications are retroactive to January 1, 2012.

Section 20.9. Mandatory Stand-By Status Any Sergeant placed on Stand-By Status for call in other than their regular scheduled shift shall be compensated as follows:

1. Stand-By Status shall be posted on a 90 day schedule as scheduled by the Chief
2. Any Sergeant placed on Stand-By Status shall be compensated \$265 for seven days of Stand-By time
3. Stand-By Status shall be assigned on a rotating basis by assigned seniority

Once Stand-By time is assigned, the assigned period becomes the responsibility of the Sergeant assigned. Trades of Stand-By weeks may occur between the involved parties upon approval of the Chief. No compensation will occur for traded assignment periods or parts of traded assignment periods.

ARTICLE 21 **VACATION**

Section 21.1. Schedule Of Earned Vacation All Sergeants of the Department shall be entitled to vacation leave with full pay in accordance with the following schedule:

Completed Years Of Service	Vacation Hours
0 - 4 years	96 hours
5 - 10 years	144 hours
11 - 15 years	168 hours
16 - 20 years	192 hours
20 - 25 years	216 hours
25 - up years	240 hours

After six (6) months of service during an employee's first (1st) year of employment with the Department each employee shall be entitled to take vacation provided, however, that in the event the employee does not retain employment for a one (1) year period the employee shall lose all vacation eligibility and reimburse the Employer for any vacation taken prior to termination.

Section 21.2. Accumulation Accumulated vacation shall not exceed two hundred-eighty eight (288) hours, however an employee shall receive One hundred eighty (180) days written notice and the opportunity to use any excess hours before losing any vacation.

Section 21.3. Request for usage The Employer shall schedule vacation for all eligible employees each year on a seniority basis subject to manning requirements. Pre-scheduled vacation requests are to be submitted during the thirty (30) day period to each shift change in March and September. For non pre-scheduled vacation requests employees are required to submit vacations requests at least four (4) days in advanced of the requested vacation time, except that the four (4) day period may be waived at the discretion of the Chief of Police (or designees.) Adequate records of vacation usage and availability shall be made available to the employees. Vacation time may be used for otherwise unpaid sick leave or bereavement leave in accordance with those Articles. Vacation time may be taken in one (1) hour increments.

Section 21.4. Vacation Year Vacation time shall normally be credited on 12:01 A.M. on the first (1st) day of January and shall be non-forfeitable except as could occur under Section 21.1 of this Article covering first (1st) year employment or Section 21.2 covering maximum accumulation. Employees whose seniority results in an increase in their vacation shall be credited with the additional vacation on January 1 of the year in which their anniversary date occurs, If the anniversary is in January to June. If it falls within July to December the credit will occur on January 1 of the following year following their anniversary.

Section 21.5. Advance Payment Employees upon proper request may receive vacation pay immediately prior to their vacation period. The request for vacation pay shall be submitted to the immediate supervisor in writing at least one (1) week prior to the next scheduled pay, at which time the employee expects to receive the advance vacation pay.

Section 21.6. Other Payment In the event of an employee's death , accrued but unused vacation leave shall be paid to the employee's beneficiary as designated on the employee' group life beneficiary form or in the absence thereof to the employee's estate. Payment to the designated beneficiary shall satisfy all employer liability hereunder.

Section 21.7. Payment at Termination In the event of an employee's termination of employment, accrued but unused vacation leave shall be paid to the employee.

ARTICLE 22
HOLIDAYS

Section 22.1. Paid Holidays All employees shall receive the following paid holidays:

- | | |
|---------------------------|--|
| 1) New Year's Eve | December 31st |
| 2) New Year's Day | (1 st day of January) |
| 3) President's Day | (3 rd Monday of February) |
| 4) Memorial Day | (Last Monday in May) |
| 5) Independence Day | (4 th day of July) |
| 6) Labor Day | (1 st Monday in September) |
| 7) Thanksgiving Day | (4 th Thursday of November) |
| 8) Day After Thanksgiving | Friday after Thanksgiving |
| 9) Christmas Eve | (24 th day of December) |
| 10) Christmas Day | (25 th day of December) |

All employees shall receive one (1) day pay, based on their assignment for the above holidays.

Section 22.2. Holidays Worked Employees who work on a specified holiday listed above shall be paid for the hours worked at one and one-half (1 ½) times their regular pay rate in addition to their holiday pay. For purposes of holiday pay, the scheduled tour of duty that includes the majority of scheduled hours on the holiday shall be the holiday for employees working such schedules.

ARTICLE 23
UNIFORMS & EQUIPMENT

Section 23.1. Uniforms The Employer shall provide and replace as needed, uniforms and equipment for employees as set forth in Appendix A.

Section 23.2. Ballistic Vests The City shall also continue to provide ballistic vests with protection at Threat Level 111-A. As ballistic vest technology results in improved levels of protection, the Employer shall undertake reasonable efforts, consistent with available resources, to provide improved vests to employees. Such vest shall be replaced no later than five (5) years from the date of its first (1st) issue.

Section 23.3. Detectives Allowances The Employer shall advance a clothing allowance of twelve hundred dollars (\$1,200.00) in January of each year.

In the event a Sergeant is appointed to a Detective position but does not stay in that position for a least twelve (12) months the employee will refund a pro-rated amount of the allowance to the City. In the event a Sergeant is appointed to a Detective position after the payment of the January allowance, the Sergeant will receive a pro-rated amount of the allowance for the time of the appointment to the end of the calendar year, subject to forgoing refund provision should the Sergeant fail to stay in that position for at least twelve (12) months.

Section 23.4. Special Detail Officers The Employer shall continue to provide and replace as needed the following:

- A. One (1) jump suit for Technical Accident Investigator and Evidence Technician.
- B. Equivalent clothing for new specialty areas added to the Department (e.g., K-9; Technical Service Unit; Bicycle; etc.)

Section 23.5. Personal Property Personal property which is used with the approval of the Chief of Police and which is destroyed or stolen while the employee is on duty shall be reimbursed as listed below:

One hundred percent (100%) of fair market value

- A. Eyeglasses/contacts;
- B. Sunglasses (if non-prescription but shatter-resistant not to exceed \$60.00 in value)
- C. Dentures/braces/retainers/hearing aids
- D. Weapons

One hundred percent (100%) of fair market value but with a three hundred dollar (\$300.00) cap per incident.

- E. Flash light
- F. Watch
- G. Brief Case
- H. Notary Seal
- I. Leather (spectra or Kevlar lined) gloves

The above items shall be approved by the Chief. All other items shall be at the Employer's discretion.

Thefts from an employee's locker shall not be reimbursed. Losses due to negligence shall not be reimbursed. Any disputes between the parties over the application of this Section shall be subject to the grievance procedure.

Section 23.6. Property at Retirement Upon retirement in good standing as an officer of the Riverside Police Department the retiree shall be permitted to retain the retirees' police identity credentials and badge. The Employer may mark such items with the words "retired" or some similar designations. Such request shall not normally or unreasonably be denied.

**ARTICLE 24
INSURANCE**

Section 24.1. Insurance The Employer shall maintain a plan of health and hospitalization insurance. The Employer shall continue to maintain existing liability insurance in the combined single limit of one million dollars (\$1,000,000.00) provided, in the judgment of the Employer, the premium cost is not excessive,

Section 24.2. Premium Sharing The Employer and employee shall continue sharing the medical insurance premiums. The co-payment schedule shall be as follows:

Effective Period	Employer Contribution	Officer Contribution
1/1/12 -12/31/12	Employer pays 86% of the total premium	Employee pays 14% of total premium
1/1/13-12/31/13	Employer pays 85% of the total premium	Employee pays 15% of the total premium
1/1/14-12/31/14	Employer pays 85% of the total premium	Employee pays 15% of the total premium

Section 24.3. Life Insurance The City shall provide for each employee under the age 60 term life insurance in the amount of thirty thousand dollars (\$30,000.00) and accidental death and dismemberment insurance in the amount of thirty thousand dollars (\$30,000.00). Employees over age 60 will receive the life insurance and accidental death or dismemberment benefits, if, and to the extent, provided by the insurance policies.

Section 24.4. Administrative Issues

- A. When both spouses are employed by the City they will be eligible for either two (2) single plans or one (1) applicable family plan.
- B. A committee shall be appointed by the City Manager and the Presidents of the City's four (4) Unions, CWA, FOP (Sergeants), FOP (below the rank of Sergeant) & IAFF (limited to a maximum of two (2) persons per Union). The committee shall be chaired by the Director of Finance and shall be charged to study possible coverage and/or benefit level revisions in the City's health and hospitalization insurance and attempt to reach consensus. The committee will complete its report and present it to the City Manager, Council and the respective memberships no later than July 31 in any year. Subject to the above, the Employer shall have the right to change insurance carriers, coverage and/or benefit levels. In the event the Employer anticipates a change in insurance carriers, it will consult with representatives of the Union to obtain its input and recommendations(s). Final choice, however, will be the Employer's.

Section 24.5. Insurance Opt-out Any employee may “opt-out” of the city health insurance plan provided they show proof of insurance coverage under a plan not financed by the City. Any employee who meets the qualifications and “opts-out” shall receive one hundred dollars (\$100.00) per month to be paid in the first (1st) pay period each month.

Section 24.6. Extended Coverage Employees shall continue to be eligible for health insurance coverage as follows:

- A. After resignation or quit – as determined by COBRA;
- B. During layoff for a period of one (1) month then as determined by COBRA;
- C. During military leave in excess of thirty-one (31) days – as determined by COBRA and USERRA;
- D. During absence from work (resulting from City work-related injury or illness compensated by Worker’s Compensation) for a maximum of twelve (12) months and after exhaustion of FMLA leave.
- E. Absence from work (resulting from non-City work related injury or illness or FMLA approved reason) for a maximum of active pay status plus FMLA leave.
- F. Active Pay Status is defined as any hours for which a full-time employee is being compensated.

ARTICLE 25
SICK LEAVE

Section 25.1. Accrual Sick leave for full-time employees begins to accrue from the first day of employment and shall accrue at the rate of ten (10) hours per month. Monthly accrual shall occur as of 00:01 hours on the first day of each month for eligible employees. Employees are entitled to accumulate unused sick leave without limit. Sick leave is not earned during periods of time in which the employee is in a non-pay status. An employee who terminates employment during that month shall have the employees’ sick leave already accrued for that month reduced by a pro-rated amount to reflect the days not worked.

Section 25.2. Approved Uses Sick leave may be used in increments of one (1) hour or more for:

- A. Illness, injury or other physical incapacity of the employee including maternity;
- B. Contagious disease; or
- C. Medical or dental appointments not to exceed four (4) hours unless supported by a written statement by the physician or dentist indicating that treatment rendered required the employee to take off a longer period of time.

- D. Such other illness related occurrences e.g., serious illness or injury of immediate family members which require the attendance of the employee as are approved by the Employer. Immediate family for this Section: Mother, Father, Spouse, Child or any other relative living in the household. Sick leave may not be used to supplement Workers' Compensation or other insurance benefits received by an employee for an injury or illness suffered on a non-City job worked by an employee except in such amounts as necessary to supplement the benefits so as to compensate the employee up to 100% of what the employee would otherwise have earned had the injury not occurred.

Section 25.3. Reporting Requirements Employees are required to notify their immediate supervisor or other designated person within two (2) hours prior to their scheduled reporting time on the first day of absence unless emergency conditions or the absence of any personnel at the Police Department make such reporting impossible.

Sick leave absences of three (3) consecutive workdays or more must be supported by a written statement from the employee's doctor. The Employer may require similar statements for shorter periods of sick leave absence consistent with attendance rules, which may be adopted by the Employer to address excessive absenteeism.

Section 25.4. Physical Exams Should the Employer have reasonable and documented cause to believe that an employee is mentally or physically unable to perform the required job duties, the Employer may require the employee to take an examination to determine the employee's physical or mental capacity to perform the required duties. The exam will be scheduled at the earliest available date and time. The Employer shall bear the cost of such exam. If the examination determines that the employee is unable to perform the required duties or the employee's condition jeopardizes the employee's (or other employees') health and safety, the employee shall be provided the opportunity to utilize benefited leave. At the option of the Employer, the employee may be assigned other duties as may be provided by the personnel manual.

If the employee disagrees with the results of a mental or physical examination, the employee may obtain an examination and opinion from a personal physician at the employee's own expense. If the results of the examination and/or opinion differ from the City's physician the respective physicians shall select a third physician. The third physician shall examine the employee and render the final decision which shall be binding on both parties. The expense of the third physician shall be evenly divided between the Employee and the Employer.

Section 25.5. Substitute Leave Employees who remain absent on sick leave beyond the number of accrued hours of sick leave may, at the employee's request, have their continued absence charged to vacation leave, or unused compensatory time.

Section 25.6. Restrictions On Outside Employment Employees on paid sick leave shall not engage in outside employment without prior written consent of the Employer.

Section 25.7. Bereavement Leave An employee may use up to three (3) days of bereavement leave with pay to attend the funeral of the employee's parents, step-parent, guardian, spouse, child, brother, sister, step-siblings, step-child, aunt, uncle, grandparents, grandchildren, mother or father-in-law and brother or sister-in-law. Upon request an additional period of time will be granted from sick leave for purposes of travel if the funeral is out of the state. Upon twenty-four (24) hours, prior request an employee shall be permitted to use accrued vacation or compensatory time for the funeral of a member to the employee's immediate household not otherwise described above. Other usage of compensatory or vacation time for funeral leave shall be reasonably considered on a case by case basis.

Section 25.8. Stress Management Leave The Employer shall make available to employees a program of psychological counseling designed to address coping with stress. In the event the Employer so determines, attendance of an employee at said program shall be mandatory, and the Employer shall bear the cost thereof. In the event an employee is directly involved in an incident resulting in death or serious injury, psychological counseling of up to four (4) sessions shall be made available at the Employer's expense.

Section 25.9. Compensation Upon Separation Employees taking retirement who are eligible under the Public Employees Retirement System or Police and Fire Disability Pension Fund and who have at least ten (10) years of credited service with the City of Riverside (or its predecessors) shall receive cash payment equal to 20% of all unused accumulated sick leave not to exceed \$19,500 per employee.

ARTICLE 26 **JOB RELATED INJURY LEAVE**

Section 26.1. Injury Leave Any full-time employee who incurs an injury on the job shall be eligible for injury leave of absence. Employees applying for injury leave must submit a request in writing to the Police Chief for processing unless physically incapable of doing so. The primary payments for work related injuries for all approved medical and surgical treatment, compensation for lost work time and other benefits will be determined by the Bureau of Workers' Compensation.

Section 26.2. Paid Injury Leave In the event an employee incurs a work connected injury or occupational disease and such employee is determined to be eligible to receive Workers' Compensation benefits as a result of said injury or occupational disease, the Employer, upon presentation of a certificate of a licensed physician certifying the employee's inability to perform the duties of the job, will pay such employee's regular bi-weekly earnings (gross pay less deductions) for the first sixty (60) calendar days the employee is unable to work due to such injury or occupational disease. Subject to the approval of the City Manager, the disabled employee may be given a transitional duty assignment in lieu of the employee receiving Injury Leave. Approved Injury Leave shall not be chargeable to Sick Leave.

Section 26.3. Interim Period While Processing Claim During the period of time a Workers' Compensation application is being processed the employee's compensation will be maintained by the employee's use of accrued sick leave. Accrued Sick Leave used for this purpose will be reinstated, up to sixty (60) calendar days, upon the non-appealable allowance of the Workers' Compensation claim. This payment to the City will be deemed to re-credit the employee's account for 100% of any sick leave used during the period covered by the Workers' Compensation payment so as to coordinate and comply with the City's obligation to provide for Supplemental Injury Leave Pay for up to twelve (12) weeks as provide by law.

Section 26.4. Advance of sick leave In the event an employee is eligible for benefits and does not have sufficient sick leave accrued to continue being paid while the Workers' Compensation application is still pending and the Employer is not reasonably contesting the employee's eligibility, the Employer will continue to pay an amount equal to the employee's Workers' Compensation benefit to which the employee is eligible for a period not to exceed twelve (12) weeks until receipt by the employee of payment by the State. The employee shall execute an assignment and immediately reimburse the Employer for these payments after receipt of the first payment from the State.

Section 26.5. Supplemental Compensation During the period of time an employee is receiving Workers' Compensation for a Riverside work-related injury or illness the employee shall be entitled to supplemental compensation as follows:

A. Supplemental Injury Leave Pay

1. The purpose of this Section is to supplement Workers' Compensation Benefits received for work related injury so that an injured employee continues to receive an amount (from Workers' Compensation and the City) substantially similar to the employee's earlier "Take Home Pay". For purposes of this Section "Take Home Pay" will be equal to the employee's regular straight time base rate of pay.
2. Supplemental injury leave pay shall be paid to an injured employee for up to twelve (12) weeks while on Workers' Compensation.
3. Supplemental injury leave pay shall not be charged against accrued sick leave, vacation or other accrued leave.

B. Supplemental Pay Using Accrued Sick Leave

1. The purpose of this Section is to supplement Workers' Compensation Benefits received for work related injury so that an injured employee continues to receive an amount (from Workers' Compensation and the City) substantially similar to the employee's earlier "Take Home Pay". For purpose of this Section "Take Home Pay" will be equal to the employee's regular straight time base rate of pay. This Section applies after the expiration of the Supplemental Injury Leave Pay.

2. Supplement pay using accrued sick leave shall be paid to an injured employee for as long as the employee has accrued sick leave and remains on Workers' Compensation. After exhaustion of sick leave employees are limited to Workers' Compensation benefits.
3. Supplemental pay may also be charged against vacation or other accrued leave with the employee's consent.

Section 26.6. Seniority While On Leave While on injury leave of absence, the employee's seniority will continue to accumulate until the earlier of:

- A. eighteen (18) months;
- B. such time as the employee would have retired; or
- C. is determined by the State Government, Federal Government, State Pension Fund or private insurance carrier to be "totally and permanently disabled."

Section 26.7. Continued Insurance Coverage In addition to the above described payments, the Employer will maintain hospitalization insurance and life insurance coverage for employees eligible under this Section for a period of one (1) year or until the employee retires or is declared "totally and permanently disabled" and becomes eligible for insurance under the State Retirement program whichever comes first.

Section 26.8. Physical Examination The Employer maintains the right to require the employee to be examined by a physician of the Employer's choosing to determine the employee's eligibility for an injury leave of absence or for an employee's continuation of an approved injury leave of absence. The physician's decision shall be final except as provided under the physical examination section in the sick leave article.

Section 26.9. Return From Injury Leave An employee returning from injury leave of absence must submit a doctor's statement verifying the employee's ability to return to regular job functions. An employee returning from injury leave of absence shall be returned to the employee's former position or a substantially equivalent police service position to which the employee's seniority, skill, ability and physical fitness make the employee eligible. A returning employee shall be paid at the current rate for the position and step to which the employee is placed. When an employee is on injury leave in excess of six (6) months the employee's job may be filled by a permanent replacement employee. Such employee may not be displaced if the employee's seniority is higher than that of the injured employee returning to work.

ARTICLE 27 OTHER LEAVES

Section 27.1 Family Leave and Medial Leave FMLA leave may be granted to an employee who has been employed for at least twelve (12) months by the City and who has provided at least twelve hundred –fifty hours (1,250) hours of service during the twelve (12) months before the leave is requested. Eligible employees shall be entitled to a total of twelve (12) workweeks of leave during a rolling twelve (12) month period measured backward from the date on which an employee uses FMLA leave. Such leave may be granted for the following reasons:

- A. Because of the birth of a child or placement for adoption or foster care of a child;
- B. In order to care for the spouse, son, daughter, parent, or one who stood in place of a parent of the employee, if such spouse, son, daughter, parent, or "in loco parentis" has a serious health condition.
- C. Because of a serious health condition that makes the employee unable to perform the employee's employment functions.
- D. At the expiration of any paid or unpaid leave, an employee who is off work due to a bona-fide non job related illness or injury, will continue to accumulate and retain seniority for up to an additional period of ninety (90) days, provided a physical exam demonstrates a reasonable likelihood of returning to work within that period.
- E. The maximum combined total of paid leave and unpaid leave that an employee may use for non job related illness or injury shall not exceed nine (9) months. After that total is exceeded an employee may be terminated.

The employee must provide the Employer with thirty (30) days advance notice of the leave, or such notice as is practicable, if thirty (30) days notice is not possible. The employee must provide the Employer with certification of the condition from a health care provider. The Employer, at Employer expense, may require a second opinion on the validity of the certification.

Section 27.2. Military Leave All employees who are members of the Ohio National Guard, the Ohio Defense Corps, or members of the reserve components of the Armed Forces of the United States are entitled to leave of absence from the employee's respective duties without loss of pay for such time as the employee is in the military service on field training or active duty for periods of time not to exceed twenty-two (22) eight (8) hour work days or one hundred seventy-six (176) hours in any one (1) calendar year. The employee is required to submit to the City an order or statement from the appropriate military commander as evidence of such duty.

An employee who enters active duty military service and has re-employment rights under applicable State and Federal Law shall be considered on military leave of absence and shall retain and continue to accrue seniority during such leave of absence.

Upon entering active military service, an employee shall receive all accrued compensatory time, vacation and/or all other monetary benefits to which the employee is entitled with the last paycheck prior to entering service. At the employee's request the benefits can be "banked" for future use upon return to employment.

Returning military employees shall have such re-employment or other rights as are guaranteed to them under an applicable State or Federal Law.

Section 27.3. Non-medical Leave of Absence Upon request the Employer may at its sole discretion grant unpaid leave of absence to an employee with no loss of seniority. Said leaves shall be for periods of up to ninety (90) days and may be extended at the Employer's discretion.

Section 27.4. Jury Duty Any employee required to serve on a jury before a court empowered by law to require such service shall be released from duty with sufficient time to clean up and appear. The employee shall be paid regular full pay for hours the employee would otherwise have worked. The employee shall remit any compensation received for jury duty service to the City.

ARTICLE 28 **EDUCATIONAL ASSISTANCE PROGRAM**

Section 28.1. Educational Assistance Program Upon reasonable advance request and consistent with the manpower requirements and funding availability the City commits to provide eight thousand dollars (\$8,000.00) a year for educational assistance. An employee shall have a cap of two thousand dollars (\$2,000.00) assistance per calendar year. Employees must have a minimum of three (3) years of full-time service with the Riverside Police Department to qualify. Assistance will be available to employees who pursue a degree in a course of studies related to law enforcement, forensic science, criminal justice and/or criminology so long as said studies are determined by the Chief to be beneficial to the Department.

Section 28.2. Reimbursement The City will reimburse bargaining unit members for educational expenses under the following terms and conditions:

- A. A bargaining unit member must have completed three (3) years of continuous full-time service with the City prior to enrolling in a course.
- B. The course must be taken at an accredited college or university pursuant to and part of an established program leading to either an Associates or Bachelor's or Graduate Degree in Law Enforcement or similar program approved by the Chief. With the Chief's consent, an employee may be permitted to attend non-traditional courses.
- C. Courses must involve attendance by the member in a "classroom" situation or involve faculty directed research or other projects of a similar nature which receive a letter grade of A, B, C, D, F. (or % equivalents). No reimbursement will be given for portfolio or non-traditional course work; provided however, that members may enroll in correspondence programs offered by educational institutions as defined in paragraph B above, so long as the course involve a proctored testing procedure and a letter grade of A, B, C, D, F. (or % equivalents).
- D. Reimbursement shall only include the cost of tuition and required textbooks up to a maximum of six (6) semester hours or nine (9) quarter hours per quarter or semester. Enrollment fees and other service charges shall be the responsibility of the member.

- E. Academic course proposed for reimbursement shall be submitted to the Chief for approval prior to enrollment.
- F. Only those core university level courses leading to a degree in law enforcement, forensic science, criminal justice and/or criminology shall be considered for reimbursement or advance.
- G. The City shall not reimburse fees for any course for which the bargaining unit member received a scholarship, grant, or subsidy to the extent of such aid.
- H. Reimbursement of tuition and text books shall be based upon the members' course performance in accordance with the following schedule:

<u>Resulting Grade</u>	<u>Reimbursement</u>
A or B	100%
C	75%
C or above and Pass for Pass/Fail Course(s) mandated as part of an approved degree program that cannot currently be taken as a graded course.	70%

- I. Upon completion of an eligible course, the member shall promptly submit to the Chief, (or designee) a copy of the course grade report, a receipt for necessary textbooks, and a billing statement issued by the university or college setting forth the cost of tuition. The annual budget (January 1 through December 31) will be paid out on a first come basis.
- J. Any bargaining unit member receiving reimbursement of educational expenses must repay such reimbursement if the member leaves the employment of the City for any reason within twenty-four (24) months of receiving said reimbursement. Repayment shall apply only to such monies that have been received within the twenty-four (24) month period.
- K. In the event of a layoff or retirement in good standing, the bargaining unit member will not be required to reimburse the City for tuition assistance and related expenses.

ARTICLE 29
TRAINING AND TRAVEL EXPENSES

Section 29.1. Training If the Employer requires an employee to pursue special training, tuition and other reasonably related expenses will be advanced or reimbursed to the employee upon proof of successful completion.

Section 29.2. Payment All City policies relative to employee per diem for travel, expense reimbursement, use of personal vehicles at the IRS rate and advance for expenses, shall be applicable to employees who engage in required training under Section 30.1 above.

Section 29.3. Working Hours Time spent by employees in refresher courses necessary to maintain state required certification shall be deemed "working hours" for purposes of payroll calculation.

ARTICLE 30 LEGAL REPRESENTATION

Section 30.1. Representation In the event that legal action is commenced against an employee by reason of the employee's authorized and good faith performance of departmental duties within the scope of employment, the Employer shall provide at City expense all legal representation for the Employee. Representation shall include costs of negotiation, arbitration, mediation, trial, appeals and any other legal representation of any kind resulting from third party legal action.

Section 30.2. Notice Both the employee involved and the Union shall receive written notice by the Employer as soon as the Employer is advised of the commencement of such legal action against such employee. Likewise the employee and the Union shall notify the Employer of the commencement of such legal action against any employee.

ARTICLE 31 DURATION

Section 31.1. Duration This Agreement shall be effective from January 1, 2012 through 11:59 P.M. December 31, 2014. If a new Agreement has not been entered into prior to that time, this Agreement shall remain in effect until replaced.

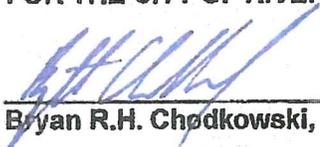
Section 31.2. Notice to Negotiate If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date of this Agreement. The parties shall commence negotiations within (2) calendar weeks upon receiving the notice of intent, if possible.

Riverside Sergeants 1-1-12 – 12-31-14

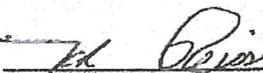
SIGNATURE PAGE

The parties hereto have signed this Agreement by their authorized representatives this 13TH day of FEBRUARY, 2012

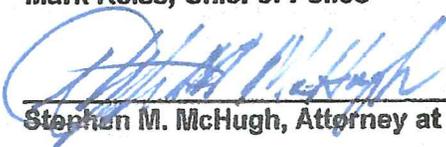
FOR THE CITY OF RIVERSIDE



Bryan R.H. Chodkowski, City Manager



Mark Reiss, Chief of Police



Stephen M. McHugh, Attorney at Law

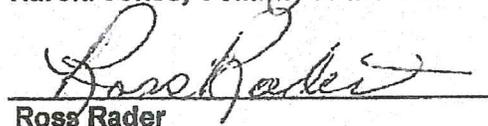
FOR THE LABOR COUNCIL



David Crigler, Committee Chairman



Harold Jones, Committee Member



Ross Rader
FOP/OLC Staff Representative

APPENDIX A
BASIC UNIFORM ISSUE

SHIRTS – LONG SLEEVE	6
SHIRTS – SHORT SLEEVE	6
PANTS	6
BLACK SWEATER- CREW OR V-NECK	2
BLACK-DICKEY, T-SHIRT, MOCK TURTLENECK	2
Hat-Winter (Trooper)	1
HAT-WINTER (FELT CAMPAIGN)	1
HAT-SUMMER (STRAW CAMPAIGN)	1
TIE	2
RAIN COAT	1
Minimum Quality DUTY WEAPON WITH QUALITY SUCH AS GLOCK, SIG SAUER, SMITH & WESSON	1
DUTY AND QUALIFICATION AMMUNITION	AS NEEDED
DUTY BELT, BELT KEEPERS, HOLSTER MAGAZINES AND ALL OTHER REQUIRED GUN BELT ACCESSORIES	AS NEEDED
Holster, Magazines, Magazine pouch for Detectives	1 EACH
HAND CUFFS W/ CASE	2 PAIR
BADGE (BREAST)	1 EACH
BADGE (HAT)	1 EACH
WALLET BADGE W/ WALLET	1
WINTER JACKET(SPIEWAK)W/EMBROIDERED BADGE	1
EMBROIDERED BADGES	AS NEEDED
LAMINATED MIRANDA CARD	1
NAME PLATE	2
TRAFFIC WHISTLE AND CHAIN	1 EACH
YEARS OF SERVICE STARS	AS NEEDED
ASP BATON W/CASE	1
RIBBONS	AS NEEDED
BLACK SHOES/BOOTS FOR YEAR ROUND WEAR	1 PAIR

APPENDIX B

Pursuant to the terms and conditions as set forth in Article 19 of this Agreement:

WORK & PAY PERIOD

For the purposes of administering provisions of this Agreement as it relates to the accumulation of wages and employment benefits, the current work and pay period is recorded as follows:

The Work Period shall consist of twenty-seven (27) consecutive days for Road Sergeants and seven (7) consecutive days for other covered Sergeants. The pay period shall consist of fourteen (14) consecutive days.

SHIFT HOURS

Normal work hours, exclusive of work hours on training days, shall be as follows:

- A. For those Officers assigned to Road Patrol functions, normal work hours shall be defined as:
 - i) Day Shift: 0600 HRS to 1800 HRS*
 - ii) Night Shift: 1800 HRS to 0600 HRS*

* During a pay period, an Officer shall work one shift totaling eight (8) hours in duration for the purposes of pay equalization. Such eight hour shifts shall be scheduled at the employer's discretion.

- B. Normal working hours for other covered Sergeants shall be eight (8) hours per shift and the schedule can be adjusted when needed as determined by the Sergeant and supervisor with the Chief's approval.

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	}	Case No(s): 11-MED-09-1197
EMPLOYEE ORGANIZATION,	}	(Sergeants)
	}	
and,	}	
	}	
CITY OF RIVERSIDE,	}	
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. Bryan Chodkowski
citymanager@riverside.oh.us