



AGREEMENT BETWEEN

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K28596
2381-01
04/02/2012

CITY OF DOVER

AND

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.
LODGE 4, DOVER DIVISION



EFFECTIVE

JANUARY 1, 2012 – DECEMBER 31, 2014

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ARTICLE 1
PARTIES TO AGREEMENT

Section 1. This Agreement is made and entered into this 24th day of January, 2012 by and between the City of Dover, hereinafter referred to as the "CITY" and the Fraternal Order of Police/Ohio Labor Council, Inc., Lodge 4, Dover Division, hereinafter referred to as the "FOP." This Agreement is made for the purpose of promoting cooperation and harmonious relations between the City and all Police Department employees through the FOP and to maximize the efficiency and quality of the Dover Police Department.

Section 1.2 This Agreement shall be in effect and full force commencing 12:00 a.m., January 1, 2012. This Agreement shall automatically expire at 11:59 p.m. on December 31, 2014, unless at least ninety (90) days prior to said termination date, either party gives a timely written notice to the other of the intent to modify, amend, or extend the terms of the contract by the above expiration date, this contract shall remain in full force and effect until a successor agreement is reached, as provided for in Section 4117.14 (O.R.C.) as in effect on January 1, 2012.

ARTICLE 2
BARGAINING UNIT & RECOGNITION

Section 2.1 Recognition The Administration recognizes the FOP/Ohio Labor Council, Inc. as the sole and exclusive bargaining representative for all persons listed below. The bargaining unit is defined as those full-time permanent employees in the classified civil service of the City in the classifications and in the departments listed in this Article. Those positions in the unclassified civil service, those that are not permanent, and those classifications not specifically listed below are excluded from the bargaining unit.

Section 2.2 Bargaining Unit The permanent full-time employees in the Police Department and following classifications shall be included in the following bargaining units:

- | | |
|----------------------|---|
| Bargaining Unit 1 -- | All sworn police officers, patrolmen through captains excluding the Chief of Police |
| Bargaining Unit 2 -- | Dispatchers excluding sworn uniformed police officers, patrolmen through captains and excluding the Chief of Police |

Section 2.3 Change in Duties Should employees currently employed in a classification under the provisions of this Article be reclassified to another classification without receiving a substantial change of more than fifty percent (50%) of his duties, then the employee shall remain in the bargaining unit; unless the position would be considered as administrative.

Section 2.4 New Classification In the event of a dispute between the parties as to future inclusions or exclusions from the units resulting from the establishment of new or changed classifications or titles, either party to this Agreement may apply to the State Employment Relations Board for resolution of the dispute.

Section 2.5 Special Assignments The City agrees that it will continue the procedure of offering to employees the first opportunity to work city-sanctioned or sponsored events, such as parades, prior to engaging officers from other jurisdictions. It is understood that the City may also require officers to work the City sanctioned or approved events and that this provision does not apply to extra-duty events offered or requested by private individuals or groups for security and/or traffic control.

Section 2.6 Bulletin Boards. A bulletin board in the police department may be used by the Union for the following purposes:

1. Union meetings, conferences, conventions, seminars;
2. Union nominations and elections;
3. Recreational and social affairs of the Union;
4. Reports of Union committees; or
5. Rulings or policies of the Union.

ARTICLE 3
INTENT & PURPOSE

Section 3.1 It is the intent and purpose of the parties hereto that this Agreement shall provide for orderly, harmonious and cooperative relationships with employees of the City of Dover to ensure the orderly and uninterrupted efficient operation of government. Toward this end, the parties hereto agree to devote every effort to assure that the City and the employees will comply with all provisions of this Agreement.

ARTICLE 4
DISCRIMINATION

Section 4.1 The Employer agrees not to discriminate against any employee of the Police Department for his or her activity on behalf of, or membership in an employee organization.

Section 4.2 The Employer (City) and employees of the Police Department agree that there shall be no discrimination against any employee because of race, creed, sex or religion.

ARTICLE 5
TOTAL AGREEMENT, HEADINGS & GENDER

Section 5.1 The provisions of this Agreement constitute the entire agreement between the City and the FOP and all prior agreements, either oral or written, are hereby cancelled.

Section 5.2 It is understood and agreed that the use of headings before Articles is for convenience only and no heading shall be used in the interpretation of said Article nor affect any interpretation of any such Article.

Section 5.3 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular and words whether in the masculine, feminine or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 6
CONFORMITY TO LAW & SEVERABILITY

Section 6.1 The parties intend this Agreement to supersede and replace any state and local laws or ordinances on the subjects covered by this Agreement. Where this Agreement makes no specification about a matter the provisions of applicable law shall prevail.

Section 6.2 If a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reasons of the facts) renders any portions of this Agreement invalid or unenforceable, such legislation or decisions shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect.

ARTICLE 7
CONTRACT APPROVAL

Section 7.1 It is agreed by and between the parties that the provisions of this Agreement require the approval of the City Council and that the provisions of this Agreement shall not be effective until approved by the City Council and prior approval by the employees of the bargaining unit.

ARTICLE 8
WORK WEEK, PAY PERIOD & SCHEDULING

Section 8.1 The City work week shall begin at 12:01 a.m. each Monday and end at 12:00 midnight each Sunday. It is understood, for payroll purposes, that when "A" Shift (midnight shift) begins at 2300 Hrs. (11:00 p.m.) on Sunday, it will be considered to be the first (1st) shift of Monday.

Section 8.2 The pay period is a biweekly pay period. Each payday will be the fifth day after the close of each pay period. The payday may be changed by administrative policy or upon emergency situations when necessary, but in no case, not later than the fifth day after the close of the pay period. Employees may authorize pay by direct deposit by filing with the Auditor's office.

Section 8.3 The normal regular workday shall consist of eight (8) consecutive hours. The normal regular workweek shall consist of five (5) eight (8) hour days scheduled in any one calendar week and shall consist of forty (40) hours.

A. Holidays may be included in an employee's normal forty (40) hour workweek. ie: four(4) scheduled workdays and one (1) Holiday off = one(1) forty (40) hour workweek. Scheduling of such Holidays off is described in Article 11. (Vacation Scheduling.)

Section 8.4 The distribution of work, overtime, and extra duty assignments shall be as equal as possible between all bargaining unit members.

Section 8.5 The parties agree that the straight-shift schedule as outlined in Exhibit (A), will be the work schedule for the duration of this agreement unless changed by mutual agreement or as otherwise provided for in this agreement. It is understood that no employee will be scheduled to work more than eight (8) consecutive midnight shifts or on more than two (2) different shifts in any one scheduled regular work week.

A. It is further agreed that any/all employees not affected by the work schedule as outlined in Exhibit (A) will have their work schedule and hours of work set by the Chief.

Section 8.6 A minimum of three (3) sworn officers and one (1) dispatcher/patrolman will be scheduled for each shift.

A. MINIMUM MANNING AND SCHEDULING OF WORK ON HOLIDAYS

1. On all holidays as described in Section 10.1, with the exception of New Year's Day, the City will only require minimum manning as described in 8.7 below.
2. On such holidays that the work schedule posted on April 1 reflects more employees scheduled than the minimum manning requires, an employee(s) may voluntarily request to have the holiday off without having to charge the time off against any of their other accumulated leave.

- a) Employees may exercise this option by filing a request with the scheduling officer for any such holiday(s) off during the same window period for regular vacation scheduling as described in Section 11.3(C) herein.
 - b) All requests made during the window period 11.3(C) will be filled by seniority order, by the shift (oldest first). It is understood that any such holiday request will not be considered until after all vacation requests have been filled.
 - c) All requests made after the 11.3(C) window period will be filled on a first come, first served basis, by the shift.
3. The city reserves the right to schedule the most junior employee off on any of the holidays described herein when, prior to 1 week of such holiday, there still remains more employees scheduled for that holiday shift than is necessary to meet minimum manning..
- a) No vacation, personal days, or compensatory time will be granted/scheduled after the scheduling off of an employee under the terms of this section. Any request for such vacation, personal days, or compensatory time that would reduce a shift below minimum manning must be made prior to the City scheduling said most junior employee off for the holiday.
4. If, for any reason, another employee of that shift is removed from the schedule for that holiday after an employee has been scheduled as described herein that would cause the shift strength to fall below minimum manning, the City shall retain the right to re-schedule that employee to work the Holiday except that no employee will be re-scheduled less than 14 days prior to said Holiday. In such case, normal replacement rules will be in effect.

B. For the purpose of this section, it is agreed that a patrolman trainee shall not count toward minimum manning of a shift until after the Chief has determined that said trainee is capable of at least performing dispatch duties.

Section 8.7 Each shift (A shift, B shift, C shift) will consist of one (1) sworn officer of the rank of Captain, and the balance of the crew will consist of sworn Patrolmen, Patrolman/Dispatcher, or no more than one (1) Civilian Dispatcher, Seniority of Patrolmen on each shift will be determined by "Time in Grade" method.

- A) Between November 1 and November 15, of each year of this agreement, bargaining unit members may file with the Chief or his designee, a request to change their shift assignment. Such requests shall be in writing and submitted to the Chief or his designee. All requests shall be honored first by rank, then by seniority as determined by "Time in Grade" method. During the remainder of the year, if an unexpected permanent vacancy occurs on any shift, such said permanent vacancy will be offered to current bargaining unit members before the placement of a newly hired and trained patrolman. It is understood that all newly hired patrolmen will complete a training period prior to being assigned to a permanent shift. The Chief will determine when a trainee will be permanently assigned, and when any such shift preference changes will be made.

Section 8.8 Each Captain and Senior Patrolman will be scheduled no less than twelve (12) Long Weekends per year. Each Middle Patrolman will be scheduled no less than ten (10) Long Weekends per year. Each Junior Patrolman and Dispatcher will be scheduled for no less than six (6) Long Weekends per year.

- A) A Long Weekend is defined as four (4) consecutive days off (Saturday, Sunday, Monday, and Tuesday) during an employee's normal work schedule.
- B) For the purposes of this section, it is understood that in addition to the shift Captain, each shift will have two (2) designated Senior Patrolman, one (1) designated Middle Patrolmen and the remainder of the employees as Junior Patrolmen or Dispatcher.

Section 8.9 An employee may have his scheduled crew assignment changed in the event of an extended (more than one (1) week) absence due to sickness, F.M.L., absences, injury leave, military leave, court leave, or temporary vacancy. Any such movement will not cause an employee's scheduled vacation or long weekend(s) to be at peril.

Section 8.10 The City realizes that unforeseen circumstances may arise which would require an employee to temporarily "switch" shifts with another employee. This practice shall continue with the approval of any of the following: The Chief of Police, the scheduling Officer, or the shift Captain, so long as the "switch" does not incur any additional overtime expense. All such requests shall be in writing with a copy of the request submitted to the Chief or the scheduling Officer.

ARTICLE 9
EMERGENCY CALLS & CALL-IN PAY

Section 9.1 All employees of the Police Department shall be compensated for a minimum of two (2) hours of work for emergency call-in, such compensation to be paid at the employee's rate, except that if emergency hours worked would result in the employee's working in excess of the normal work day or work week, then he shall be compensated according to the overtime provision.

Section 9.2 All Police Department employees eligible for call-in pay for reason of court appearance shall be compensated for a minimum of two (2) hours at a rate of pay equal to one and one-half (1½) times their regular rate less any witness fees which may be paid to said policeman as a result of his appearance in court. A policeman who is required to appear in court on official city business during on duty hours shall receive his normal on-duty pay rate less any witness fees which may be paid to him for his appearance. The only exception to this is for the employee who has just completed a midnight shift at 7:00 a.m. on the same day and has a midnight shift to begin at 23:00 p.m. that evening, shall be compensated for a minimum of three (3) hours at a rate of pay equal to one and one-half (1½) the regular rate of pay.

Section 9.3 For purposes of this section, vacation days, sick days, and holidays shall be considered in computing the regular workdays for court time and emergency call-in.

Section 9.4 An emergency situation shall be deemed to exist by the Chief, Mayor, or other authorized administrative authority.

ARTICLE 10
HOLIDAY & HOLIDAY PAY

Section 10.1 All full-time employees shall receive the following paid holidays:

- | | |
|---------------------------|------------------------------|
| 1. Birthday | 6. Independence Day |
| 2. New Years Day | 7. Labor Day |
| 3. Martin Luther King Day | 8. Traditional Veteran's Day |
| 4. Easter Sunday | 9. Thanksgiving Day |
| 5. Memorial Day | 10. Christmas Day |

Bargaining unit employees shall be entitled to holiday pay for the normally scheduled hours of work not to exceed eight (8) hours for each of the listed holidays regardless of the employee's work shift and schedule.

Employees required by the City to work on the day observed as a holiday shall be entitled to pay at one and one-half (1½) times their normal rate for the hours worked on the holiday in addition to the holiday pay; except that for Thanksgiving Day, Christmas Day, and New Year's Day, an employee who is required by the City to work on the day observed shall be entitled to pay at two (2) times their normal rate for the hours worked on the holiday in addition to the holiday pay. With the exception of New Year's Day, the City shall only be required to maintain minimum staffing as per Section 8.6 on Holidays as described herein.

Section 10.2 In the event a holiday is observed on an employee's scheduled day off, the employee shall be entitled to the holiday pay regardless of the day of the week the holiday is observed.

Section 10.3 In addition to the holidays listed above, each employee will receive two (2) personal days. Personal days may only be taken on normally scheduled workdays and not on the same day as any other holiday, vacation, or sick leave day. Personal days must be approved by the Chief at least twenty-four (24) hours in advance of taking said personal day(s). Approval of personal days shall be subject to the operational needs, staffing, and other reasons as deemed appropriate to the Chief. It is agreed that to the greatest extent possible the taking of a personal day shall not cause the City to incur additional overtime costs.

ARTICLE 11
VACATION BENEFITS AND VACATION SCHEDULING

Section 11.1 Each member of the bargaining unit shall be entitled to vacation with pay according to the below listed schedule and providing that one (1) full year of service with the "City" has been completed:

<u>After Years of Service</u>	<u>Numbers of Weeks Vacation</u>
1 Year	2 weeks
6 Years	3 weeks
13 Years	4 weeks
18 Years	5 weeks
23 Years	6 weeks

An employee shall be deemed to have completed a year of service on the anniversary date of his/her employment. For purposes of applying increased vacation entitlement of this section, an employee whose anniversary date occurs in the first half of the calendar year may schedule the additional vacation days at any time after his/her anniversary date. An employee whose anniversary date occurs in the second half of the calendar year may schedule the additional vacation days after June 30th of that calendar year. Without regard to any other provision herein, a first year employee shall work a full year before taking any vacation entitlement.

Section 11.2 Eligibility. Part-time, temporary, and probationary employees shall not be entitled to vacation benefits. Probationary employees shall have their service as a probationary employee credited towards vacation accrual and shall, upon the completion of their probationary period be given vacation credit for the period of their probationary period during the previous calendar year according to the formula set forth in Section 11.1 of this Article and may schedule the use of the vacation credit during the current calendar year.

Section 11.3 General Practice and Definitions

- (A) Vacation times shall not accumulate from one year to another except that an employee who is in his or her first year and who is employed on or after October 1 shall be entitled (for that first year only) to carry over, and use any unused portion of his or her vacation entitlement prior to March 31st of the following year.
- (B) An employee shall not earn vacation for any month unless he is in full pay status for at least fifteen (15) workdays during such monthly period.

(C) **WINDOW PERIOD VACATION SCHEDULING**

On or before March 1st of each calendar year of this agreement, (window period) the Chief will obtain from employees entitled to vacation their preferences as to vacation periods and will, as soon thereafter as possible, establish the vacation schedules according to seniority.

For the purposes of this Article, roster seniority method as determined by the Master Personnel file as described in Article 37 will be utilized.

During this window period, the City will consider and complete each employee's vacation preferences in seniority order, beginning with the most senior employee first. All vacation requests will be subject to the minimum manning requirements of the department. In order to accommodate as many vacation requests as possible, schedule changes for bargaining unit members may be made by the Chief or his designee so long as done so by April 1st of that calendar year. Any schedule change will be made on the basis of seniority. (Example: if a change must be made to accommodate a vacation request, the least senior employee to effectuate a change will have his/her schedule changed first. If further adjustments are necessary to accommodate another vacation request, the next least senior employee to effectuate a change will have his/her schedule adjusted in that same week.) The process will continue until the necessary schedule adjustments are made. If it is impossible to accommodate a vacation request by changing another employee's schedule, the request will then be denied and the employee will then be asked to make a second preference selection. This process will continue until each employee has had all of his submitted vacation requests considered. Once the employee's vacation requests have been considered, no changes shall be permitted until after the most junior employee has had his vacation requests considered. The window period vacation schedule will be posted, along with the work schedule, prior to April 1st for the entire year. A copy of the current work schedule indicating all employees scheduled days off will be kept updated and available on all shifts.

1. Any vacation requests for the months of January, February, or March of each year of this agreement shall be submitted by December 15th of the previous year, and awarded according to the roster seniority method.
2. Window Period vacation requests will be considered for full days or weeks only.
3. There shall be a seventy-two (72) hour period after the posting of the work/vacation schedule as described above for the purpose of correcting unintentional errors. All employees will have this window period to review the schedule and bring any suspected errors to the attention of the Chief or Scheduling officer. All actual errors will be corrected and the affected

individuals will be notified. The schedule will be deemed "final" seventy-two (72) hours after posting and any/all errors discovered after this time will stand as written unless mutually agreed by the affected parties.

(D) **ALL VACATION SCHEDULING OUTSIDE OF THE WINDOW PERIOD**

After Window Period vacation schedules have been established, an employee may thereafter request to schedule any remaining unscheduled vacation or request to change a previously scheduled vacation to an "open" vacation slot. A vacation slot is determined to be not "open" or available if the requested day's duty schedule is already at or below minimum manning. All such schedule requests will be submitted to the Chief or his designee in writing and must be approved by the Chief or his designee.

1. All "outside of window period" vacation requests will be considered on a first come, first served basis. Multiple requests made on the same calendar day for the same open vacation slot will be considered on the basis of Rank Seniority. All such requests will be considered on the next workday after said request has been submitted.
2. Any employee may volunteer to have his schedule changed for one or more days in order to accommodate a fellow employee's vacation request so long as the voluntary change does not cause a shift to go below minimum manning and cause the City to incur additional overtime expense.
3. Any employee who voluntarily changes his shift during the course of the year may have to re-schedule any or all of his vacation due to created schedule conflicts with other employee's of his new shift's previously scheduled vacation(s).
4. For the purposes of this Article, it is understood that each employee is only in competition with members of his own shift for any available vacation slot(s).

(E) All vacation service credit will be calculated to the nearest full day.

(F) Holidays falling within an employee's scheduled vacation period (week) shall not be considered as vacation taken (block of five (5) or more days).

(G) An employee, when assigned to a specific job of higher classification for a continuous period of at least four (4) basic workweeks immediately preceding his vacation, will receive vacation pay at the higher rate applicable to the work of higher classification. This provision includes temporary assignment to the directive duties of a supervisor. For the purpose of the practice, such a four (4)

week period will not be considered to be interrupted by absence for holidays, jury duty, or funeral leave.

- (H) No employee shall be allowed to be paid for accumulated vacation in lieu of taking his vacation, unless an emergency exists which does not allow the employee to take his vacation and the Mayor or Chief permit the payment of vacation credit in lieu of taking vacation time.
- (I) An employee on sick leave at the time his vacation is scheduled to start, may upon prompt notice and proof of illness to his Supervisor or Chief, reschedule his vacation to a later date in accordance with paragraph 11.3(D) above. However, if an employee becomes ill while on vacation, his vacation will not be rescheduled.
- (J) **SCHEDULING OF HOLIDAYS OFF:** Employees scheduled to work on a holiday may volunteer to take the holiday off or the City may schedule an employee to have the holiday off in accordance with the rules set forth in Section 8.6 of this agreement.
- (K) **Pay in advance:** Pay checks for full regular pay periods falling within a vacation period may be obtained in advance upon written request at least one pay period before the check is desired if the employee will be on vacation for the full pay period. No other paychecks will be advanced nor will any pay period be split.
- (L) Under normal circumstances the vacation weeks will start on Monday and be consecutive. Elements may, insofar as work requirements permit, allow:
 - 1. The vacation weeks to be taken separately; or
 - 2. The vacation week or weeks to start on a day other than Monday; or
 - 3. Vacation days may be taken separately.
- (M) Vacation shall not be taken in less than four (4) hour increments.
- (N) In the event that it becomes necessary, due to unforeseen and unusual circumstances, the Chief may cancel any and/or all vacation during any scheduled period provided that at least one (1) weeks notice is given to the employee. In such event, the employee may reschedule his vacation within the same calendar year.

ARTICLE 12
PAYMENT OF VACATION BENEFITS
UPON TERMINATION OF EMPLOYMENT

Section 12.1 An employee who terminates his employment with the City shall be paid for all earned unused vacation leave credit as of the effective date of termination provided the employee meets any one of the following conditions:

1. The employee resigns his position and has provided the Safety Director with proper written notice of at least two (2) workweeks;
2. The employee is laid-off from his position with the City on account of lack of work;
3. The employee retires from the City under the provisions of the retirement system of the State or the employee is to receive disability retirement under the retirement system of the State;
4. The employee dies while in full-pay status; or
5. The employee enters the active military service that would preclude the giving of two (2) weeks notice.

Section 12.2 The beneficiary designated in the provisions of Article 25.3 shall determine to whom the payable vacation benefits shall be paid upon the death of the employee.

ARTICLE 13
VACATION BENEFITS UPON REINSTATEMENT

Section 13.1 Employees reinstated to the service of the City shall receive service credit for prior City service for purposes of eligibility and credit of vacation benefits under Article 12, if the employee meets one of the following criteria:

1. The employee resigned in good standing and is reinstated within ninety (90) calendar days from the date of resignation.
2. The employee was laid-off and is reinstated within three (3) years from the date of lay off.
3. The employee is discharged from active military service and is reinstated within ninety (90) calendar days of the discharge, unless the employee discharged from active military service is under a temporary physical disability where upon the employee will have to be reinstated within thirty (30) calendar days after the expiration of the physical disability.

ARTICLE 14
LAYOFF & RECALL

Section 14.1 Layoff Notification The provisions of Ohio Revised Code section 124.321 shall apply for reasons of layoff by the Employer. The Employer shall notify the Union and affected employees no less than thirty (30) calendar days in advance of the effective date of the layoff or job abolishment. The Union agrees to meet with the Employer to discuss layoffs. Either the Union or the Employer may request a meeting to discuss the layoffs.

Section 14.2 Layoff The Employer shall determine in which classifications layoffs will occur. Layoffs of bargaining unit employees will be rank/classification. Employees shall be laid off within each rank/classification in the inverse order of seniority, beginning with the least senior and progressing to the most senior, up to the number of employees who are to be laid off. Employees shall have displacement or "bumping" rights, based on rank seniority, into a lower classification.

Within a rank/classification where a layoff occurs, all temporary intermittent, part-time, and seasonal employees of the affected rank/classification will be laid off before members of the bargaining unit providing such bargaining unit member is certified and qualified to work in such classification.

Section 14.3 Recall Notification The Employer shall provide written notice of recall to the affected employees to the employee's last known address. It shall be the responsibility of each employee to keep the City informed of his current residence or mailing address. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Laid off employees shall notify the Employer of any temporary absence from their regular address. The Employer agrees that an employee's recall rights shall continue until said employee is contacted, until fourteen (14) days have lapsed from contract, or until the employee does not respond.

Section 14.4 Time Limits for Recall The laid off employee shall have fourteen (14) calendar days after mailing or dispatching of said notification in which to exercise his rights to recall. After the expiration of his time, the next employee in line on the recall roster shall be notified in accordance with the above paragraph and be given his right to recall.

The employee who has been properly notified by the Employer must report to work within seven (7) days from the date of receipt of the notification or from the expiration of the fourteen (14) day period, or at the discretion of the Chief. Employees who fail to report for work as specified above shall forfeit their recall rights and the next employee in line on the eligibility roster shall be notified. Laid off employees shall have recall rights for eighteen (18) months form the effective date of layoff.

Section 14.5 Probationary Period Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at layoff shall be required to repeat such probationary period.

Section 14.6 Appeal Any appeal regarding a layoff, or displacements shall only be through the grievance and arbitration procedure of this Agreement beginning at Step Three.

ARTICLE 15
RETIREMENT OF EMPLOYEES

Section 15.1 Full-time employees shall be retired in accordance with the voluntary and compulsory retirement provisions of the Ohio Revised Code, Chapter 145, Chapter 742, Police and Firemen's Disability and Pension Funds, where applicable.

Section 15.2 **PURCHASE OF SERVICE WEAPON**

A member who honorably retires (for reasons other than a psychological or mental disability) from active duty may purchase his/her service weapon from the department if the member has twenty or more years of continuous service with the Dover Police Dept. The price of that weapon will be based on a depreciation schedule of twenty percent (20%) per service year of the weapon, with a maximum cost of Fifty Dollars (\$50.00) after five (5) years from the date the weapon was placed in service. This purchase may be made pursuant to ORC 2933.13.

Section 15.3 **RETIREMENT IDENTIFICATION CARD**

A member who honorably retires from active duty shall be permitted to keep his department identification card. The employer may stamp "RETIRED" on the identification card to show that the member is no longer employed by the agency or the employer may issue a new identification card that identifies the member as retired.

ARTICLE 16
FUNERAL LEAVE

Section 16.1 Employees shall be granted leave with pay of up to three (3) days for the purpose of attending the funeral of a spouse, child, step-child, mother, father, legal guardian, brother, step-brother, sister, step-sister, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, and daughter-in-law, or the person who stands in the place of a parent. Said leave shall not be charged to accumulated leave. The City may grant additional days off if circumstances of the employee require additional days. Any such granted additional days would not be charged against any of the employee's accumulated leave.

Section 16.2 Employees may use accumulated leave time as described below for the purpose of attending the funeral of any other person for a period not to exceed three days as restricted below. Employees desiring to use accumulated leave time to attend said funeral may, at their option, use:

- A. Accumulated vacation time
- B. Personal days
- C. Compensatory time off

Uses of Funeral Leave in 16.2 will be restricted as follows:

- A. For attendance of a funeral within 50 miles of the City of Dover, leave will be limited to release from on-duty time as necessary to attend the funeral.
- B. For attendance of a funeral more than 50, but less than 100 miles of the City of Dover, leave will be limited to one day.
- C. For attendance of a funeral more than 100 miles from the city of Dover, leave may be requested for up to 3 days.
- D.** The City may grant additional days off if circumstances of the employee require additional days.(also charged against A, B ,or C above.)

Section 16.3 Employees may be required to provide sufficient evidence of attendance of a funeral as described in 16.1 and 16.2 above.

- a) Failure to provide sufficient evidence of attendance of a funeral to the City in a timely manner may result in the leave request being denied. Such leave would be considered unauthorized leave and shall be without pay.

Section 16.4 A midnight shift employee may choose either the shift before or the shift after the day of a funeral when requesting a one-day leave in either 16.1 or 16.2 above.

ARTICLE 17
UNIFORM-CLOTHING ALLOWANCE

Section 17.1 There is hereby granted a maximum clothing allowance for each calendar year of this contract; to wit: 2012, 2013 and 2014 as follows:

		<u>2012</u>	<u>2013</u>	<u>2014</u>
(A)	Police Captains and Police Officers	-- \$850.00	\$850.00	\$850.00
(B)	Patrol/Officers during their first year of service	-- \$1050.00	\$1050.00	\$1050.00
(C)	Dispatcher	-- \$750.00	\$750.00	\$750.00

Section 17.2 Any unused portion of the allowance granted above for any year shall be permitted to be carried forward no more than one (1) year and expended prior to any other expenditure in the following year.

Section 17.3 Expenditures of the clothing allowance shall be subject to the approval of the Chief and the Chief's discretion regulating said expenditure shall be final.

Section 17.4 For the purposes of this Article "clothing" shall be those items of clothing reasonably determined by the Chief to be necessary and proper apparel for the performance of the job. This may include items of personal apparel damaged or destroyed while in the performance of duties.

Section 17.5 The City shall agree to replace bulletproof vests for each employee requiring a replacement. The decision to replace shall be made in agreement by the employee and the Chief of Police. All vests that are replaced by the City shall be the property of the City and the employee whom the vest was replaced for shall be required to wear such vest while on duty. This soft body armor shall be purchased from Second Chance or an equivalent company.

Section 17.6 The clothing allowance will be pro-rated for all employees who are separated from service with the City for any reason other than regular or disability retirement in accordance with the retirement provision of the City, the Police Pension Fund, or the Public Employees Retirement System. Pro-rating will be by the month, based upon the calendar year (January-December). The separated employee will be credited for each full month of service in said calendar year including the month of his separation, provided the employee was in full pay status for at least fifteen (15) calendar days of the month of separation. No credit will be given for the month of separation if separation date is prior to the fifteenth day of said month. If the separated employee has exceeded the pro-rated allowance, the amount of the overage will be deducted from the final paycheck. Any retiring employee, as described in this section will forfeit the unused balance of the clothing allowance that exists on the effective date of the retirement.

Section 17.7 The uniform or equipment pieces furnished by the department to an employee must be returned to the department upon separation of employment.

ARTICLE 18
SICK LEAVE

Section 18.1 Each employee of the Police Department shall be credited for each completed eighty (80) hours of service to sick leave of four and six tenths (4.6) hours with pay. Unused sick leave shall be cumulative without limit. When sick leave credit is used, it shall be deducted from the employee's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work.

Section 18.2 **Uses.** With the approval of an employee's appointing authority, sick leave may be used by the employee only for the following reasons:

- (A) Illness, injury, or pregnancy-related condition of the employee.
- (B) Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- (C) Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner.
- (D) Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
- (E) Examination, including medical, psychological, dental, or optical examination, or a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary.
- (F) The immediate family, for purposes of sick leave usage, shall be defined to include the employee's spouse, children, parents, or grandparents.

Section 18.3 An employee who has been laid-off, suspended, is on a leave of absence, or is on any other no-pay status shall not receive sick leave credit for that period of time.

Section 18.4 Notification. An employee who is absent on sick leave shall notify his supervisor or other designated individual in accordance with the policies established for report off in the department. When making notification, the employee shall state the reason for the request for sick leave. If proper report off is not made prior to the start of the employee's shift, sick leave will not be granted and the time will be considered an absence which shall not be paid.

Section 18.5 Sick leave shall be used in units of not less than one (1) hour.

Section 18.6 If professional medical attention is required by the employee or member of the employee's immediate family, a certificate, from a licensed physician, stating the nature of the condition may be required by the City to justify the use of sick leave. Falsification of either the signed statement or a physician's certificate shall be grounds for disciplinary action which may include dismissal.

Section 18.7 Proof of illness. Before an absence may be charged against accumulated sick leave, the City may require such proof of illness or injury, as may be satisfactory to the City, or may require the employee to be examined by a physician designated by the City and paid by the City. In any event, an employee absent for three (3) or more consecutive scheduled workdays may be required to supply a physician's certificate to be eligible for paid sick leave.

Section 18.8 Denial of sick leave. If an employee fails to submit adequate proof of illness or injury of themselves or members of their immediate family upon request, or in the event that such proof as is submitted or upon the report of medical examination, the City finds there is not satisfactory evidence of illness, injury, or death to justify the employee's absence, such leave may be considered unauthorized leave and shall be without pay.

Section 18.9 Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as may be determined by the City. The administration shall establish a schedule of discipline for discipline of the abuse of sick leave.

Section 18.10 The City may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid for by the City, to establish that he is not disabled from the performance of his normal duties and that his return to duty will not jeopardize his health and safety for the health and safety of other employees.

Section 18.11 An employee who transfers from one department to another department of the City shall be allowed to transfer his accumulated sick leave to the new department, providing however that the sick leave credit so transferred shall be adjusted according to the accrual rate for the department to which the employee transfers.

Section 18.12 Any employee of the City who has accumulated sick leave earned from being employed by the State of Ohio or any other political subdivision of the State of Ohio and who has become employed by the City within ten (10) years from his termination from such other public employer shall be allowed to transfer said accumulation to his sick leave accumulation with the City providing that such sick leave accumulation shall be limited to the existing maximum accruable amount in effect at the time of transfer in this Agreement.

Section 18.13 If any disabling illness or injury continues past the time for which an employee has accumulated sick leave, the Chief or Safety Director may authorize a leave of absence without pay.

Section 18.14 Employees, while eligible for receiving weekly benefits under worker's compensation, shall be considered employees for purposes of continued health and life insurance benefits, sick leave and vacation accrual, and longevity accrual.

Section 18.15 Incentive Not to Use Leave

- (A) All full-time permanent, sworn employees covered under this contract who complete four (4) calendar months (January 1 to April 30; May 1 to August 31; September 1 to December 31), without use of sick leave shall be credited with incentive compensation of eight (8) hours for each four (4) month block referred to above in which no sick leave hours are used.
- (B) All full-time permanent, sworn employees covered under this contract who complete one (1) year (January 1 to December 31) without use of sick leave shall be credited with an additional eight (8) hours of incentive compensation.
- (C) The employee who is credited with incentive compensation as referred to above shall be permitted to choose to receive incentive compensation as follows:
 - (1) The employee may choose to receive any or all of the incentive compensation credited to his account in any year in cash payable at the rate established in Article 20 for the year in which it was credited. In such event, the amount so chosen to be paid in cash will be paid by the City to the employee by the end of January of the year following the year in which the compensation was credited.
 - (2) The employee may choose to use the incentive compensation in time-off by using the same beginning in the next fourth (4) month block after the same was credited. All time which is credited to the employee under these provisions including bonus eight (8) hours for a year of nonuse of sick leave (for which no cash payment is requested at the end of the year) shall be converted to personal days or partial days and shall be taken by the employee in the following year of the contract subject to all of the provisions of Article 10, Section 10.3.
 - (3) Any time used in time-off under the above provisions shall be subject to the operational needs, staffing and other needs as deemed appropriate to the Chief. To the greatest extent possible the use of these hours shall not cause the City to incur additional overtime costs.

ARTICLE 19
CONVERSION OF ACCUMULATED SICK LEAVE
CREDIT UPON RETIREMENT OR DEATH OF AN EMPLOYEE

Section 19.1 Employees, upon retirement from the service of the City, pursuant to the provisions of the Police Pension Fund, or upon voluntary separation after twenty-five (25) years of service with the City, shall be paid a conversion allowance of a sum equal to the accumulated and unused sick leave credit of such employee, as provided in this Agreement, up to but not exceeding, an amount equal to nine hundred sixty (960) hours of pay, at the employee's rate of pay at the time of retirement without premiums added.

Section 19.2 If an employee dies while in the employ of the City, from whatever cause, the employee's estate shall be paid the amount calculated according to the above-stated formula, such payment to be made in accordance with the applicable provisions of law, to the employee's estate or beneficiaries.

ARTICLE 20
WAGES

Section 20.1 All employees shall receive wages and appropriate overtime work payment in accordance with the following schedules.

Section 20.2 The following rates of pay shall be effective January 1, 2012

<u>CLASSIFICATION</u>	<u>2012</u>
Captain	\$27.72
Captain Detective	\$27.72
Police Officer	\$24.66
Dispatcher	\$23.14

Section 20.3 The following rates of pay shall become effective January 1, 2013

<u>CLASSIFICATION</u>	<u>2013</u>
Captain	\$28.00
Captain Detective	\$28.00
Police Officer	\$24.91
Dispatcher	\$23.37

Section 20.4 The following rates of pay shall be effective January 1, 2014 through the remaining term of this contract.

<u>CLASSIFICATION</u>	<u>2014</u>
Captain	\$28.42
Captain Detective	\$28.42
Police Officer	\$25.28
Dispatcher	\$23.72

Section 20.5 With respect to the rates established in Paragraphs 20.2, 20.3, and 20.4, a new police officer or dispatcher starting with the City of Dover after the effective date of this contract will receive pay as follows:

- A. First six (6) months Ten Percent (10%) less than regular rate.
- B. Second six (6) months Five Percent (5%) less than regular rate.

A starting rate for a police officer with a minimum of two (2) years continuous service with the department on the date of appointment will be five percent (5%) less than the regular police officer rate for the first six (6) months of said employment. Thereafter the employee will receive the regular rate.

The starting rate for a dispatcher with two (2) or more continuous years of service with the City on the date of appointment to the department will be five percent (5%) less than the regular dispatcher rate for the first six (6) months of employment. Thereafter the employee will receive the regular rate.

Section 20.6 If a person within a sworn bargaining unit position works within a sworn bargaining unit position of a higher rank, then that person shall receive pay at the higher rank for the period he is in that position.

ARTICLE 21
LONGEVITY PAY

Section 21.1 In addition to any other compensation paid to the full-time employees, there is hereby granted, annually, additional compensation for the length of service with the City as follows:

<u>Years of Service</u>	<u>Compensation</u>
1-10	\$1.25 for every month of service
11-15	\$1.50 for every month of service
16-20	\$1.75 for every month of service
21 or more	\$2.00 for every month of service

Section 21.2 The length of service shall be determined as of November 30th of each year. Employees shall be given credit for each complete month of continuous service as of that date.

Section 21.3 No employee shall be eligible to receive the longevity pay supplement until the employee has completed eighty-four (84) months (7 years) of service.

Section 21.4 There shall be no maximum allowable number of months for calculation of longevity.

Section 21.5 An employee shall earn credit for each month that he is in full pay status for at least fifteen (15) workdays.

Section 21.6 An employee who terminates his employment with the City shall be paid a pro-rata share of his longevity pay for the year in which he terminates his employment provided the employee meets the tests set forth in Section 12.1 of this Agreement.

ARTICLE 22
TRAVEL ALLOWANCE

Section 22.1 Any employee of the Police Department required to use their personal vehicle for his actual and necessary use while on official Department business or in the performance of his duties as required by the Chief or Captain of the Division shall be reimbursed a maximum of thirty-five cents (\$.35) per mile. Reimbursement shall be subject to the departmental rules.

Section 22.2 Every effort must be made to use City-owned vehicles prior to using privately owned vehicles. In the event an employee utilizes his personally owned vehicle with prior authorization from the City, and if the employee is involved in an accident while on City business, the City agrees to reimburse the employee for the amount of the deductible of the employee's insurance. Such reimbursement will apply only if the employee's insurance company pays the claim. The reimbursement is limited to one hundred-twenty dollars (\$120.00). Employees privately owned vehicles may not be used if a City vehicle is available.

ARTICLE 23
TRAINING & CERTIFICATION

Section 23.1 Employees shall be required to maintain certification as required for their position.

Section 23.2 Required Training Any training required of employees to attain or retain certification (e.g. as peace officer, dispatcher, etc.) shall not be considered as hours worked unless specifically approved by the employer as hours worked prior to attending the training or course work.

Training that is not required to attain or retain certification but is required, in writing, by the Chief shall be considered as hours worked and shall be paid at the normal, straight rate of the employee to a maximum of eight (8) hours each day of training. Travel time, meal times, and any overnight stays necessary for training required by the employer shall not be considered hours worked and shall not be compensated unless the time is part of the previously approved time, up to the limit of eight (8) hours.

Section 23.3 Voluntary Training The employer may make available training directly related to the duties of employees. Such training opportunities shall be voluntary. Voluntary training scheduled and attended on an employee's day off shall not be considered as time worked. Voluntary training, which occurs on an employee's scheduled day to work, may be considered as time worked unless the employee agrees to make up the time on another shift or day. Any voluntary training that is considered as time worked shall not exceed the hours the employee was originally scheduled to work (including, but not limited to overnight stays, travel, meal time, etc.) that day(s).

Section 23.4 Secondary Education The City of Dover will support the pursuit of secondary education by members of the Dover Police Department. Members of the Dover Police Department who take classes provided by an accredited Ohio college or university in pursuit of an Associate or higher degree shall be reimbursed for 50% of the costs for books, tuition and lab fees. Such reimbursement shall be paid upon presentation of satisfactory completion of said courses with a grade of "C" or equivalent together with receipts for said costs. Such degree programs shall pertain to the employee's job classification and have prior approval of the Police Chief. All books and materials shall remain the property of the employee. Employees interested in pursuing secondary education opportunities should make their wishes known in writing to the Police Chief as early in the year as possible.

Section 23.4 Health & Safety Training All employees attending citywide Health & Safety training as scheduled by the Safety Director will be entitled to a minimum 2 hours overtime pay if attendance at such training session is not during on-duty working hours. Those attending during on-duty working hours will be released to attend the training, however, they will remain "on call" during the training session and will be allowed to leave to answer calls, if necessary.

ARTICLE 24
HOSPITALIZATION INSURANCE

Section 24.1 As additional compensation for employees of the department, those full-time employees covered by this Agreement will be provided group hospitalization, surgical, and major medical insurance. In the event that the city terminates its grandfathered status, through the passage of an ordinance, the rates will be as stated in sections 24.2 through 24.7 of this tentative agreement. Until grandfathered status is repealed by the city, the employees will pay the amounts listed in the 2009-2011 union contract (CBA) and as stated in that contract for the year 2010. The 2010 monthly contribution as provided in that contract of is Fifty-five dollars (\$55.00) single plan or One Hundred and Ten dollars (\$110.00) family plan.

Section 24.2 If grandfathered status is repealed and on the effective date stated in that repeal ordinance, the City will pay all premiums associated with said insurance for the duration of this Agreement, with the following exceptions:

(A) Effective January 1, 2012, a monthly employee contribution of seventy-five dollars (\$75.00) single plan, or one hundred fifty dollars (\$150.00) family plan shall be paid by employees each calendar month of the year 2012. The City shall withhold said funds from the employee's paycheck.

(B) Effective January 1, 2013, the monthly employee contribution will be increased to eighty-five dollars (\$85.00) single plan and one hundred-seventy dollars (\$170.00) family plan with said funds being withheld from the employee's paycheck.

(C) Effective January 1, 2014, the monthly employee contribution will be increased to ninety-five dollars (\$95.00) single plan, and one hundred-ninety dollars (\$190.00) family plan with said funds being withheld from the employee's paycheck.

(D) The current plan will be modified to provide for a co-pay requirement of seventy-five dollars (\$75.00) to be applied against charges for emergency room services unless said services are occasioned by an accidental injury, or if they are directly followed by an admission into the hospital where said services are provided, or in the transfer for direct admission into another hospital, or in the case of emergency, if the employee was referred to the emergency room by a physician, in which case such co-pay requirement will be waived.

(E) The current plan shall be modified to provide for payment of 100% of all charges for Basic services, as defined by said plan, that are incurred with a preferred provider; and for payment of 80% of all charges for Basic services, as defined by said plan, that are incurred with a non-preferred provider.

(F) The current plan shall be modified to provide for payments of 80% of all charges for Major medical services, as defined by said plan, that are incurred with a preferred provider; and for payment of 70% of all charges for Major Medical services, as defined by said plan, that are incurred with a non-preferred provider.

Section 24.3 The annual deductible amounts and maximum out-of-pocket expenses applicable to the provisions of the employee’s Medical Benefits are as follows:

	PREFERRED PROVIDER	NON-PREFERRED PROVIDER
Annual Deductibles:	\$300.00/person \$500.00/family	\$600.00/person \$1,200.00/family
Out-of-Pocket Maximums:	\$1,200.00/person \$2,400.00/family	\$2,400.00/person \$4,800.00/family

Section 24.4 The City reserves the right to administer or to self-insure any or all of the insurance coverage provided by this Agreement. The coverage made available to the employees under any insurance program shall equal or exceed the levels of coverage provided under the City's current insurance program. The City also retains the right to select the carrier or service company for the administration of all medical benefits.

Section 24.5 Effective with the signing of this agreement, the City shall provide, as a benefit to the above plan(s), a prescription plan to the employees carrying a co-pay of five dollars(\$5.00) generic, and twenty dollars (\$20.00) for non- generic prescriptions for which there is no generic prescription available or for non- generic prescriptions when the employee’s physician orders that the prescription be “Dispensed As Written”, and forty dollars (\$40.00) for any other non- generic prescriptions received form a “Preferred Pharmacy”. Also, the above prescription plan shall carry an employee co-pay of twenty dollars (\$20.00) for generic, forty dollars (\$40.00) for non-generic prescriptions for which there is no generic prescription available or for non- generic prescriptions when the employee’s physician orders that the prescription be “Dispensed As Written”, and fifty dollars (\$50.00) for any other non-generic prescriptions received from a “Non-Preferred pharmacy”.

Section 24.6 As an additional compensation for the employees of the Dover Police Department, the City shall add, as a benefit to the above plan, a group dental insurance plan. The present cost for this coverage is as follows:

Group	Total	City’s Cost	Employee’s Cost
Married	\$75.00	\$ 57.00	\$18.00
Single	\$37.50	\$ 28.50	\$ 9.00

All future increases in the cost of the premium payment shall be divided with the City paying Ninety Percent (90%) of any increase and the employee paying Ten Percent (10%) of any increase.

Section 24.7 Smoking Cessation Aids. The City shall add, as an additional benefit to the above plan, coverage for Smoking Cessation Aids. Coverage will be limited to 80% UCR for the following:

Patches - limited to a ten (10) week supply.

Gum - limited to a three (3) month supply.

Lozenges – limited to a three month supply.

Repeat treatments will be limited to one (1) within two (2) years.

Any applicable deductibles will apply.

ARTICLE 25
LIFE INSURANCE

Section 25.1 Life insurance will be carried for the full-time active employees covered by this Agreement.

Section 25.2 The life insurance coverage for employees of the Bargaining Unit shall be in the amount of Seventeen Thousand Dollars (\$17,000.00) which policy shall include provision for double indemnity benefits. If, however, the City is able during the life of this contract to secure additional life insurance coverage with no increase in premium, by means of competitive bidding, then the life insurance coverage shall be increased accordingly. The City agrees that employees may purchase additional coverage through the City's policy if it ever becomes permissible by the City's plan administrator.

Section 25.3 The benefits payable under this provision shall be payable as the covered employee directs, reserving to the employee the right to name and change the beneficiary.

Section 25.4 New employees shall not be covered by this provision until after they have served one (1) full calendar month of continuous service.

Section 25.5 Pursuant to applicable provision of law the City shall carry a life insurance policy for the benefit of retiring employees of the Police Department. Coverage for the retiring employees shall be Two Thousand Five Hundred Dollars (\$2,500.00) for each employee who retires from the service of the City pursuant to the provisions of the Police Pension Fund and as set forth in this Agreement.

Section 25.6 The City shall maintain life insurance policies at the retirement level for each employee who has retired from the City pursuant to a public employee retirement system as set forth in this Agreement. Said employees shall not be entitled to increases in life insurance coverage as set forth in 25.5.

ARTICLE 26
GRIEVANCE PROCEDURE

Section 26.1 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination, or reprisal and except at Step 1, shall have the right to be represented by a person from the employee's association at all stages of the grievance procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure. It is mutually understood that the prompt representation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees, the FOP, and the City. The procedures specified herein are intended to provide a system for a fair, expeditious, and orderly adjustment of grievances of employees of the department.

Section 26.2 A grievance is any dispute or difference between the City and the FOP, or between the City and an employee, or between the City and a group of employees (group grievance), which concerns the interpretation and/or application and/or compliance with any provisions of this Agreement including all disciplinary actions.

Section 26.3 The following procedures shall apply to all grievances arising under this Agreement.

Step 1: An employee who has a grievance should meet with his or her immediate supervisor to attempt to resolve the grievance under this Agreement.

Step 2: If the matter is not resolved in the informal manner described in Step 1, a written grievance must be filed with the Chief within ten (10) days of the alleged violation of this Agreement. Within ten (10) days after the filing of the grievance, a meeting will be held among the appropriate representatives of the City, the aggrieved employee(s), and if the employee(s) so elect(s) (or in the case of a grievance filed by the FOP), a representative of the FOP. Within seven (7) days of this meeting, the management representative shall issue a written answer to the grievance.

Step 3: If the grievance is not satisfactorily settled in Step 2, the aggrieved employee(s) or the FOP may appeal the Step 2 answer to the Safety Director or his or her designated representative within seven (7) days after the Step 2 answer was issued. Such appeal shall be in writing. Within seven (7) days after receipt of the appeal, a grievance meeting shall be scheduled with the Safety Director or his designated representative, who, within seven (7) days after the close of such meeting, shall issue a written answer to the grievance.

Step 4: If the grievance is not satisfactorily settled in Step 3, the aggrieved employee(s) or the FOP may appeal the Step 3 answer to the Mayor or his or her designated representative within fourteen (14) days after the Step 3 answer was issued. Such appeal shall be in writing. Within fourteen (14) days after receipt of the appeal, a grievance meeting shall be scheduled with the Mayor or his designated representative, who, within fourteen (14) days after the close of such meeting, shall issue a written answer to the grievance.

Arbitration: If the grievance is not satisfactorily settled at Step 4, the FOP may submit the grievance to arbitration by notifying the Mayor in writing of its intent to do so within thirty (30) days after the Step 4 answer was issued. If the City and the FOP cannot agree upon an impartial arbitrator, the FOP may request a panel of arbitrators from the Federal Mediation and Conciliation Services (FMCS) or the State Employees Relation Board (SERB) and an arbitrator will be chosen in accordance with the Association's then applicable rules and regulations. The arbitrator selected shall have no authority to add to, subtract from, or modify in any way the provisions of this Agreement. The fees and expenses of the arbitrator and the FMCS or SERB shall be borne equally by the parties.

The arbitrator shall not have any power to substitute his discretion for the City's discretion in cases where the City is given discretion by this Agreement. He shall have no power to award back pay except in a case of grievance involving a disciplinary discharge or a disciplinary layoff. Each claim for back wages shall be limited to the amount of wages that the employee should otherwise have earned in the employ of the City, less any wages received from employment accepted in place of his former employment with the City and/or unemployment compensation received during the period of back pay.

Expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expenses associated with the proceedings shall be borne by the party at whose request such witnesses or depositions are required. Additionally, any/all witness(s) and/or documents to be used by either party during the arbitration shall be exchanged between the parties not less than fourteen (14) days prior to the arbitration.

Section 26.4 Time Limitations

- (A) To be considered valid, a grievance must be filed within ten (10) days of the occurrence of the alleged violation of this Agreement. A grievance that is not timely filed under this provision shall be considered void.
- (B) As used in this procedure, a "day" shall mean a calendar day excluding Saturdays, Sundays, or holidays.
- (C) Where a grievance is originally filed in a timely manner and the City fails to answer it within the prescribed time period at any particular step, then the grievance shall automatically proceed to the next step of the grievance procedure.
- (D) Once a grievance is originally timely filed, the parties may, by mutual agreement, extend the time in which to answer it or to appeal it to the next step. The parties may also, by mutual agreement, agree to skip any step of the grievance procedure in order to promote the expeditious resolution of a grievance.

Section 26.5 Any grievance pending on the date of the execution of this Agreement under the grievance procedure of the preceding collective bargaining agreement between the parties, shall be disposed of under the terms of such preceding collective bargaining agreement, but the procedure of such pending grievance shall be in accordance with the terms of this Agreement. No employee shall have a right to file any grievance claimed to have arisen under any preceding collective bargaining agreement between the parties or make any complaint based upon an event or a happening that occurred prior to the effective date of this Agreement.

If any employee quits while in a grievance which he has filed or in which he is interested is pending hereunder, such grievance shall terminate as to such employee as of the date on which he quits, except as to any claim that any employee may have as to back pay arising out of any grievance which such an employee may have pending under the wage section of this Agreement.

Section 26.6 Except at Step 1, all grievances shall be filed in writing using the form agreed to herein as marked as Attachment (B).

Section 26.7 The grievance procedure set forth in this Article shall be the sole and exclusive method for resolving matters which constitute grievances under this Agreement. Any decisions, results, or settlements reached under the terms of this grievance procedure, whether reached by an arbitrator's decision or any pre-arbitration step of the procedure, shall be final, conclusive, and binding on the City, the Union and the employees.

Section 26.8 If a grievance is based upon a policy of management affecting a substantial group of employees (group grievance), then the grievance may be submitted as a Step 3 grievance.

ARTICLE 27
SHIFT DIFFERENTIAL

Section 27.1 Each employee in the Police Department shall receive a premium of thirty-five cents (\$.35) hourly pay differential when working the midnight shift, and a premium of twenty-five cents (\$.25) hourly pay differential when working the afternoon shift.

For the purposes of applying this shift differential provision, it is agreed between the parties as follows:

- (A) For all hours worked by an employee during any work day on his regularly assigned shift, the employee shall be paid the shift differential applicable to such shift.
- (B) The premium rate shall be added to the base rate prior to any overtime calculation.
- (C) Shift differential will not be used in calculation of sick pay, holiday pay, funeral leave, or any other pay status where the employee is not physically on duty.
- (D) An employee who is called in to perform work and does perform work in the shift preceding his regularly assigned shift or who holds over beyond the termination of his regularly assigned shift and performs work on the succeeding shift shall be paid the shift differential, if any, applicable to work performed on such preceding or succeeding shift, as the case may be.

ARTICLE 28
FIREARMS PROFICIENCY

Section 28.1 Police officers, Captains, and Dispatchers shall be required to comply with the firearms proficiency requirements established by the State of Ohio for a police officer.

The economic benefits of Firearms Proficiency Pay Article 28 have been moved, as a roll-in of regular hourly wages, into the employees' current hourly wage rates as described in Article 20.

Section 28.2 Employees will not be entitled to any additional annual compensation for complying with the firearms proficiency requirements established by the State of Ohio for a police officer for the duration of this agreement.

ARTICLE 29
MANAGEMENT RIGHTS

Section 29.1 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the City, the City retains the right to engage in the following, except as otherwise provided by the provisions of this Agreement or statutory provision:

- 1) hire, discharge, transfer, suspend and discipline employees;
- 2) determine the number of persons required to be employed or laid-off;
- 3) determine the qualifications of employees covered by this Agreement consistent with Civil Service Rules and Regulations;
- 4) determine the starting and quitting time and the number of hours to be worked by its employees;
- 5) make any and all reasonable rules and regulations;
- 6) determine the work assignments, job descriptions, and classifications of its employees;
- 7) determine the basis for selection, retention and promotion of employees to or for positions consistent with Civil Service Rules and Regulations;
- 8) determine the type of equipment used and the sequence of work processes;
- 9) determine the making of technological alterations by revising either process or equipment, or both;
- 10) determine work standards and the quality of work to be produced;
- 11) select and locate buildings and other facilities;
- 12) establish, expand, transfer and/or consolidate work processes and facilities;
- 13) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities or processes of work.

Section 29.2 In addition, the employees agree that all of the functions, rights, powers, responsibilities, and authority of the Employer, in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 30
NO-STRIKE/NO LOCKOUT

Section 30.1 The employees hereby affirm and agree that they will not either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the City.

Section 30.2 In addition, employees and employee organization shall cooperate at all times with the City in the continuation of its operations and services and shall actively discourage any attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the City is prohibited, not sanctioned by the employees or employee organization and order all employees to return to work immediately.

Section 30.3 It is recognized by the parties that the City is responsible for and engaged in activities which are the basis of the health and welfare of its citizens and that any violation of this Article would give rise to irreparable damage to the City and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the City shall be entitled to seek and to obtain immediate injunctive relief, along with the Union indemnifying and holding the City harmless from any and all costs arising from the violation of this Article.

Section 30.4 The parties will not discuss an alleged grievance causing an unauthorized strike until such strike is terminated. Any employee who promotes, advocates, leads, encourages, or participates in an unauthorized strike shall be subject to disciplinary layoff or discharge by the City during the strike or after its conclusion. Any such discipline shall be subject to review under the terms of the grievance procedure contained in this Agreement.

Section 30.5 Management hereby affirms and agrees that it will not lockout or otherwise prevent employees from performing their regularly assigned duties where an object thereof is to bring pressure on the employees or the FOP to compromise or capitulate to management's terms regarding a labor relations dispute.

ARTICLE 31
EMPLOYEE RIGHTS

Section 31.1 The FOP shall have the right to appoint or elect representatives from its membership and such representatives shall be authorized and recognized by the City to represent the employees in employer-employee related matters. The name of employees so selected shall be certified in writing to the City.

Section 31.2 The FOP recognizes its responsibilities as the bargaining agent and agrees to represent all members of the bargaining unit, without any unlawful interference, restraint, or coercion from the City and shall without any unlawful interference, restraint, or coercion, respect and represent the rights of all employees of the Police Department.

Section 31.3 Bargaining unit members shall be entitled to the following rights:

- (A) A bargaining unit member who is being questioned as a suspect or a witness in an internal investigation ordered by the Chief of Police or his designee, shall be advised of the nature of the internal investigation prior to such questioning, and shall ultimately be advised in writing as to the disposition of such investigation.
- (B) Whenever any bargaining unit member is subjected to interrogation by any departmental personnel for reasons that could lead to disciplinary action, and/or criminal charges, or as a witness only, the bargaining unit members shall be apprised of the nature of the investigation prior to questioning.
- (C) Questioning or interviewing of a bargaining unit member in the course of an internal investigation will be conducted at hours reasonably related to a shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. A copy of any tape, transcript, or written statement made pursuant to an administrative investigation shall be provided to the bargaining unit member immediately following such questioning or interviewing unless it is a result of a criminal investigation.
- (D) Complaints against a bargaining unit member, when designated by the Chief of Police to be unfounded, shall not be included in his personal file, and shall not be used in any subsequent disciplinary proceeding or in making promotion decisions.
- (E) Before a bargaining unit member may be charged with insubordination or like offense, for refusing to answer questions or participate in an investigation, he shall be advised that such conduct may be the basis for such charge.

- (F) Evidence obtained in the course of an internal investigation through the use of administrative pressure, threats, coercion, or promises, shall not be admissible in any subsequent criminal action.
- (G) In a criminal investigation, interview, or interrogation, the bargaining unit member shall be provided the same constitutional and statutory safeguards afforded to all citizens.
- (H) In the event that formal disciplinary action before the Chief of Police or the Safety Director is taken against a bargaining unit member, the bargaining unit member shall have the right to request the presence of legal council and/or one representative from the officially recognized union when such action is taken, and the attorney and/or representative shall have the right of cross examination. In a disciplinary hearing before the Chief of Police, the bargaining unit member may have a representative present selected by the Union.
- (I) The attorney (or Designee) for the City and the attorney (or Designee) representing a bargaining unit member who has been charged with disciplinary rules violation, or the bargaining unit member himself, if not represented by counsel, shall provide each other, prior to commencement of disciplinary hearings before the Director of Public Safety, with a list of all persons who will testify at the hearing, and shall provide an opportunity to review any written factual statements concerning the subject matter of the administrative charges of witnesses who actually testify at the hearing; provided that such disclosure will not compromise any criminal or internal investigation or compromise a promise of confidentiality previously given to such witness. The City shall provide the bargaining unit member, prior to the hearing, with copies of his own written statements or reports regarding the matter that is subject of the hearing. Failure to comply with the terms of this provision will not affect the validity of any discipline imposed. Both parties agree that they will have a reasonable postponement of the hearing to exchange the information, subject to the above restrictions on disclosure.
- (J) If any of these procedures are alleged to be violated, such allegations shall be subject to the grievance procedure beginning with step 2.

- (K) All complaints filed by a citizen against bargaining unit members shall be submitted by the complainant in his or her own handwriting and signed. When a complaint is filed more than six (6) months after the date of the alleged event, and the complaint could not lead to a criminal charge, the accused bargaining unit member may be ordered to respond to the complaint and to the investigation, but shall not be subject to disciplinary action for that complaint. Copies of all such complaints shall immediately be provided to the bargaining unit member when the officer is asked to respond. In those cases where the complainant is illiterate, tape recordings of the complaint shall be made and retained on file, and the officer shall be given the opportunity to listen to the tape when asked to respond.

- (L) When a bargaining unit member requests union representation with respect to disciplinary action against him, he shall be permitted to call an officer detailed to Union duty.

ARTICLE 32
LEAVE

Section 32.1 Extended Sick Leave

Subject to the following terms and conditions, the Chief of Police may with approval of the Director of Public Safety grant a leave of absence without pay to an employee in the Police Department. An employee must request, in writing, all leaves of absence without pay. The request shall state the reasons for taking a leave of absence and the dates for which such leave is being requested.

- (A) Leave may be granted to an employee only for medical reasons.
- (B) The employee shall be required to use any or all of the employee's accumulated sick leave credit prior to the granting of leave without pay.
- (C) The employee must be able to demonstrate that the employee is unable to perform the substantial and material duties of this position and may be required to submit to a medical examination substantiating the cause, nature and extent of the illness, injury, or condition prior to the granting of a leave of absence without pay.
- (D) Upon written request, leave may be granted for a maximum duration of six months. One extension up to an additional six months may be granted subject to the conditions herein.
- (E) If it is found that a leave is not actually being used for the purpose for which it was granted, the Chief or Safety Director may cancel the leave and direct the employee to report for work by giving written notice to the employee.
- (F) An employee who fails to return to duty within three (3) working days of the completion or a valid cancellation of a leave of absence without pay without explanation may be considered in neglect of duty and may be removed in accordance with Section 124.34. Such employee shall be considered terminated as of the starting day of the leave of absence without pay.
- (G) Upon completion of a leave of absence without pay the employee shall be returned to the same or similar position within the employee's former classification; or if said classification has been eliminated then to a similar position. The employee may be returned to active pay status earlier than the originally schedule expiration of the leave if such earlier return is agreed to by both the employee and the Chief.
- (H) A provisional employee who is on leave of absence without pay is responsible for obtaining information about and participating in any tests given for the employee's classification during such leave and may be replaced from an eligibility list.

- (I) Authorized leaves of absence without pay will count as service credit for purposes of seniority provided the employee's properly returned to service and is not serving a probationary period. Employees who do not return to service from a personal leave of absence shall not receive service credit for the time spent on such leave.
- (J) Pregnancy, childbirth, and related medical conditions shall be considered as cause for granting a leave of absence without pay subject to the provisions of this rule:
 - (1) Leaves of absence for pregnancy, childbirth or related medication conditions shall be limited to the period of time that the pregnant employee is unable to perform the substantial and material duties of the employee's position. This period may include reasonable pre-delivery, delivery and recovery time, as certified by a physician. Such leave shall not include time being requested for purposes of childcare following the recovery of the employee.
 - (2) Subject to the approval of the Chief, an employee may use any or all of the employee's accumulated vacation leave at any reasonable time prior to or following childbirth. Such vacation may precede, be part of, or follow the period of leave without pay.

Section 32.2 Court Leave

- (A) The City shall grant court leave with full pay to any employee who:
 - (1) Is summoned for jury duty by a court of competent jurisdiction; or
 - (2) Is subpoenaed to appear before any court commission board or other legally constituted body authorized by law to compel the attendance of witnesses, where the employee is not a party to the action.
 - (3) Any compensation or reimbursement for jury duty or for court attendance compelled by subpoena, when such duty is performed during an employee's normal working hours shall be remitted to the City Auditor for payment to the City Treasurer.
- (B) Any employee who is appearing before a court or other legally constituted body in a manner in which he is a party may be granted vacation time or leave without pay. Such instances could include, not be limited to, criminal or civil cases, traffic court, divorce, custody, or appearing as directed as parent or guardian of juveniles.

Section 32.3 Military Leave with Pay

Employees in the Police Department who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the Armed Forces of the United States are entitled to a military leave of absence from their duties without loss of pay, for such time as they are in the military service on field training or active duty for a period not to exceed in any one calendar year, two hundred sixty-four (264) hours.

(A) **Compensation:** Employees shall receive compensation they would have received for up to two hundred sixty-four (264) hours even though they served for more than this number of hours during such year on field training or active duty. Employees shall be compensated for the difference between their regular rate of pay and the pay earned while on military leave, provided this regular rate of pay would exceed the amount earned while on military leave. There is no requirement that the service be for one continuous period of time.

(B) **Evidence of Military Duty:** Employees are required to submit to the appointing authority an order or statement from the appropriate military commander as evidence of military duty before military leave with pay will be granted and evidence of the pay differential set forth above before receiving pay hereunder.

Section 32.4 On-The-Job Injury Leave

- (A) When an employee becomes injured, ill, or disabled as a result of an event arising out of and in the course of bona fide police work, so as to be physically unfit for duty, the employee may be granted a special leave of absence with pay by the City beginning with the first working day of such disability. In order to be eligible for the special on-the-job injury leave as provided in this Article, the employee's disability must be evidenced by certificate of a physician who examined the employee. Special on-the-job injury leave shall not be granted to employees who incur injuries of a routine nature or those which occur in the course of non-emergency situations.
- (B) Special on-the-job injury leave shall terminate no later than thirty (30) consecutive calendar days after the beginning of the leave, or at such earlier time as provided below:
- (1) Upon the granting of a worker's compensation claim.
 - (2) When the employee is released by his or her physician to return to work.
 - (3) At such time that the employee is declared capable of performing his or her normal duties by a physician appointed by the City.

- (4) If, prior to release for normal duties, it is determined by a physician that the employee is capable of performing limited work assignments, the employee shall immediately report for duty under the conditions set forth in the physician's certificate. The City reserves the right to accept or reject said limited duty assignment.
- (5) Any limited assignments of duties shall be reviewed each thirty (30) calendar days to determine if the employee is capable of resuming normal, unlimited duties.

ARTICLE 33
DUES DEDUCTION -- AGENCY SHOP

Section 33.1 Effective immediately, all employees in the bargaining unit shall either become dues paying members of the FOP, or, as a condition of continued employment, remit to the FOP a fair share fee in accord with the provision of Ohio Revised Code Section 4117.09 (C).

Any newly hired employees in the bargaining unit shall, within sixty (60) days of the date of employment, either elect to become members of the FOP or remit the fair share fee.

As provided in Ohio Revised Code Section 4117.09(C), nothing in this Article shall be deemed to require any employee to become a member of the FOP.

The Employer agrees to deduct FOP dues from any member of the bargaining unit who provides written authorization for a payroll dues deduction. The Secretary/Treasurer shall certify the amount to be withheld to the Auditor. The FOP shall indemnify the Employer and hold it harmless against any and all claims, demands, suits or other liability that may arise by reason of any action of the Employer in complying with the provisions of this Article. The total amount of deductions and fair share fee shall be remitted each month by the Employer to the Treasurer of the Union.

ARTICLE 34
OVERTIME

Section 34.1 Hourly employees in the Dover Police Department shall be paid at the rate of one and one-half (1½) times their regular rate of pay for all hours worked over eight (8) hours in a twenty-four (24) hour period. The twenty-four (24) hour period for the employee shall begin when the scheduled shift of the employee begins. The same rate of pay shall apply for all hours worked and scheduled and worked in excess of forty (40) hours per week.

- A) In accordance with Section 34.1, the rate of one and one-half (1½) times the regular rate of pay will not apply if the employee elects to return to work in less than a twenty-four (24) hour period (Double Back/Quick Return).

Section 34.2 When an employee of the Police Department reports off sick and his/her absence requires another employee to work over and/or to be called out from the following shift, such overtime shall be given on a rotating basis. Each shift shall keep a record of overtime and the person "up" for overtime shall be called first. In the event that the person "up" for overtime cannot be reached or refuses the overtime, the rotation will continue to the next person "up" on that shift. The officer in charge shall determine which employee(s) are to be called out according to the different shifts rotating lists

In the event an inadvertent mistake is made, neither the City nor the officer in charge shall be held liable for such mistake, nor shall the officer "up" receive any overtime pay.

Section 34.3 In the event that an employee of the police department reports off sick and his/her absence requires another employee to work over and/or be called out early from the next shift and the officers do not appear on the same rotation list, the following shall apply:

- (A) Captain to Captain or Captain to Acting Captain as per schedule.
- (B) Patrolman seniority to the Patrolman's seniority who reported off or is absent.
- (C) Dispatcher to Dispatcher or Dispatcher to Patrolman as Dispatcher.
- (D) In case of multiple report offs, the person to report off that causes the shift shortage will be the first person to be replaced.

The Officer in charge of the shift upon being so notified of an employee reporting off from the oncoming shift shall determine which employee is entitled to the overtime. He shall also make a reasonable effort to contact the employee of the following shift to offer said overtime.

In the event that the employee(s) who are entitled to the overtime should refuse to work, then the rotation would proceed from the senior Patrolman downward ending with the Captain. Should all employees refuse to work the overtime, then the Captain of the on-duty shift would order the employee originally entitled to the overtime to work over or to report out early.

Section 34.4 Employees may elect to receive compensatory time off in lieu of payment for any overtime hours worked. Premium pay will not be subject to conversion to compensatory time off. Compensatory time to be subject to the following provisions:

- (A) Compensatory time will be earned at a rate equal to one and one-half (1½) hours for each hour of employment for which overtime is required by this contract except that the employee may voluntarily choose to accept one (1) hour of compensatory time for each hour of overtime worked in cases where there has been previous agreement between the employee and the Chief of Police.
- (B) An employee shall be permitted a maximum accumulation of eighty (80) hours of compensatory time off in a compensatory time bank. Such bank may be drawn upon by the employee with the hours first credited to be the hours first deducted. Any employee whose accumulated total exceeds the above listed maximums will be required to take their overtime pay in wages until their bank is reduced below these above listed maximums.
- (C) The use of compensatory time off is not intended to interfere with the manning requirements of the Dover Police Department nor with the scheduling of vacation or personal days. Therefore, the Chief may deny the request for compensatory time off if the time off would unduly disrupt the operations of the department as according to the Fair Labor Standards Act.
- (D) Employees may request payment in compensatory time off by submitting their requests to the Chief or his designee in writing. Employees may request the use of compensatory time off by submitting a written request to the scheduling officer acting under the direction of the Chief. Compensatory time off may also be granted by the Captain in charge of the shift affected if the employee is scheduled to work and manning requirements are met. Compensatory time off may be used in a minimum of two (2) hour increments. A copy of all written requests referred to above shall be maintained by the City and a copy retained by the employee.
- (E) No payment shall be made to an employee for hours accrued in the compensatory bank and credited to that employee except upon termination of employment. During the term of this contract the payment of up to fifty-five (55) hours of accumulated compensatory time in the employee's bank shall upon termination of employment, be paid at a rate equal to the final regular rate received by such employee.

Section 34.5 Compensatory time for bargaining unit employees shall be granted by the City, irrespective of economic or other consideration, in accordance with the following procedures:

1. A bargaining unit member seeking to utilize compensatory time off shall submit such request, in writing, seven (7) days in advance of the day on which the compensatory time off is to occur.
2. From September 1st through May 31st, a maximum of five (5) compensatory days off shall be permitted in a scheduled workweek. Between June 1st and August 31st, a maximum of three (3) compensatory days off shall be permitted in a scheduled workweek.
3. A request for compensatory time off in any work week shall not count toward the allowable maximums in paragraph 2 above unless the utilization of compensatory time off would reduce a shift below minimum manning requirements and require the scheduling of overtime. (For example, if a compensatory time off request is made by an employee for a shift on which five (5) employees are scheduled, the employee requesting compensatory time off may utilize that time off and it would not be counted toward the maximum of five (5) or three (3) that would be allowable during that work week.)
4. There shall be no disruption of the normal weekly work schedule of bargaining unit employees to accommodate an advance request for compensatory time off made under this Article, provided, however, that the two (2) least senior patrolmen in the bargaining unit may have their schedule adjusted one time per week, on one shift, to accommodate advance requests for compensatory time off.
5. Notwithstanding, any other provisions of this Article no more than two (2) employees shall be permitted to take compensatory time off in any twenty-four (24) hour period in any workweek.
6. Bargaining unit employees shall be permitted to take compensatory time off, in accordance with current practices under the collective bargaining agreement, without giving advance notice required by this Article as long as the use of such compensatory time off does not reduce a shift below minimum manning requirements.

ARTICLE 35
LABOR MANAGEMENT COMMITTEE

Section 35.1 To provide for a means of better communication and understanding between the Fraternal Order of Police and City of Dover, a Labor Management Committee will be established.

- (A) The Committee will consist of no more than three (3) representatives of the Fraternal Order of Police and three (3) representatives as designated by the Employer.
- (B) The Committee will meet on a quarterly basis unless waived by mutual consent of the parties for the purpose of discussing subjects of mutual concern.
 - (1) Individual grievances will not be a subject matter for discussion at these meetings.
- (C) Meetings will be held at a mutually agreeable time between the parties.
- (D) At least one (1) week prior to the meeting, each party may submit, in writing, specific discussion items.
- (E) The Chairman of the Labor Management Committee will notify the Chief of Police as to the Union's representatives.
- (F) Within sixty (60) days after the signing of this Agreement, the Committee shall be established.

ARTICLE 36
PERSONNEL FILES & POLICY

Section 36.1 Understanding that in the administration of the Police Department the City maintains individual personnel files, an employee may be permitted to review on an annual basis his or her personnel file with at least a two (2) day written request. In addition, a department member may inspect his or her file in direct response to a pending grievance or official matter.

Section 36.2 Should an employee upon review of his or her file come across material of a negative or derogatory nature, the employee may provide a written and signed comment in rebuttal, litigation, or explanation of said material, which comment shall remain in the employee's file so long as the negative material remains.

Section 36.3 When an employee is charged with or is under investigation for alleged violations of departmental rules and regulations, no information about such allegations shall be made public except as provided by law until such time as a final inter-departmental ruling has been made and served upon the employee.

Section 36.4 Unless otherwise ordered by a court of competent jurisdiction, the employer shall refrain from releasing documents that disclose employee photographs, or residential and family information, unless such release is required by law, or consented to by the employee.

The within section shall not be construed in such a way as to violate the provisions of the State of Ohio's public records statutes. In the event of a conflict between the provisions hereof with State or Federal public records laws, then the conflicting provisions of the State or Federal laws shall prevail.

ARTICLE 37
SENIORITY

Section 37.1 Seniority shall be an employee's continuous, uninterrupted length of service with the City from original hire date. New hires shall have no seniority during their probationary period. Upon completion of the probationary period, seniority shall be computed from date of hire. Interruption of less than thirty (30) days will not be considered a break in service.

Date of hire will be determined by the employee's master personnel file. Except as otherwise provided in this Agreement, no service with the City, or any other employer, prior to the employee's most recent date of hire will be credited to the employee for seniority, longevity, or any other benefits afforded under this Agreement.

ARTICLE 38
LEGAL DEFENSE & INDEMNIFICATION

Section 38.1 Definitions

For the purposes of this Chapter:

- (A) "Elected Official" includes the Mayor, the Auditor, the Treasurer, the Law Director and all members of Council including the President of Council.
- (B) "Municipal Employee" includes all employees of the City, whether under civil service or not.
- (C) "Appointed Officer" includes the Safety Director and the Service Director and all other persons appointed in any capacity by the elected officials of the City.
- (D) "Administrative Personnel" includes members of all boards and commissions of the City. (Ord. 34-83, Passed 5-16-83) or as amended.

Section 38.2 Expenses Covered by City

- (A) Except as hereinafter set forth, the City shall pay on behalf of any elected official, municipal employee, appointed officer and administrative personnel of the City, all expenses, fees, judgments, fines, and amounts paid in settlement, actually and reasonably incurred, by such elected official, municipal employee, appointed officer and administrative personnel by reason of any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, for acts or omissions of such persons while acting within the scope of their employment and duties, and in the good faith belief that such conduct was lawful and in the best interests of the City; and which claims are not the result of any willful or wanton act of such elected official, municipal employee, appointed officer or administrative personnel in the discharge of such duty.
- (B) The provisions of subsection (A) hereof shall not be applicable in the event the City carries insurance policies covering such acts or omissions, unless a cause of action should result in a judgment in excess of policy limits. In no event should subsection (1) be applicable in the case of an award of exemplary or punitive damage.
 - (1) Expenditures and obligations under this Chapter shall not exceed the amounts appropriated for such purposes. (Ord. 34-83, Passed 5-16-83) or as amended.

Section 38.3 Defense Counsel

- (A) The City shall handle the defense of any appropriate cause of action by the Law Director of the City, or by other counsel, in the discretion of the City. The designation of defense counsel by the City shall not preclude such defense being conducted under a reservation or fights of indemnity by the City. In the event the cause of action is covered under a policy of insurance of City, which insurance provides for defense, it shall be discretionary in City as to whether legal counsel is designated by City to assist in the defense.

- (B) Nothing herein shall be construed to require the City to provide legal counsel or such indemnification for any elected official, municipal employee, appointed officer or administrative personnel in the following situations:
 - (1) In civil matters, where the elected official, municipal employee, appointed officer or administrative personnel:
 - (a) Is the plaintiff or moving party; or
 - (b) Where it shall be finally adjudicated in any action, suit or proceeding that the elected official, municipal employee, appointed officer or administrative personnel shall not have acted in good faith and in the reasonable belief that his or her action was in the best interests of the City.

 - (2) In criminal matters, where the elected official, municipal employee, appointed officer or administrative personnel:
 - (a) Is the complaining party; or
 - (b) Had reasonable cause to believe that such conduct was unlawful.

 - (3) In any finding for recovery made in a report of examination by the Bureau of Inspection and Supervision of public offices pursuant to ORC Section 117.10.

Termination of any action, suit or proceeding by judgment, order or conviction adverse to such person, or by settlement, or by plea of "No contest" or its equivalent, shall not of itself create a presumption that such person did not act in good faith and in the reasonable belief that his or her action was in the best interests of the City, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

- (C) Nothing herein shall be construed to prohibit any elected official, municipal employee, appointed officer or administrative personnel from seeking additional legal counsel other than provided by the City. However, nothing herein shall be construed as to require the City to pay any fees or other expenses incurred as a result of employment of such additional counsel. (Ord. 34-83, Passed 5-16-83) or as amended.

Section 38.4 Rights and Exclusions

- (A) The rights provided for in this Chapter shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any other statute, ordinance, agreement, insurance or policy of the City.
- (B) Nothing in this Chapter shall be construed as waiving the City's defense of sovereign immunity to it or the immunity of its employees or officers in any action brought against the City or such officer or employee.
- (C) The provisions of this Chapter shall apply only where the City has been given notice of any actions brought against any City employee or officer, based upon any action of such employee or officer within the scope of his or her authority as such. Notice shall be provided by the Law Director within ten (10) days after receipt of any action by such elected official, municipal employee, appointed officer or administrative personnel.
- (D) Nothing in this Chapter or in any ordinance of the City shall be construed to require the Law Director to provide legal services in any manner which would cause the Law Director to be involved in a conflict of interest. In circumstances involving litigation or other legal proceedings between two persons qualifying for the privileges granted herein, the Law Director will not be required to represent or otherwise participate on behalf of either party. (Ord. 34-83, Passed 5-16-83) or as amended.

ARTICLE 39
PROBATIONARY PERIODS

Section 39.1 Every newly hired employee shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) calendar year. A probationary employee who has lost work time due to compensatory time usage, illness or injury may, at the City's discretion, have his probationary period extended by the length of the compensatory time used, illness or injury. A new hire probationary employee may be terminated at any time during his probationary period and shall have no right to appeal of the termination under this Agreement. In all non-disciplinary matters, the probationary employee is entitled to Union representation including the Grievance and Arbitration procedure.

Section 39.2 A Bargaining Unit Member who is promoted shall be placed on a promotional probationary period for six (6) months. Should the promoted Bargaining Unit Member fail to satisfactorily complete the promotional probationary period, he shall be returned to his position of origin, prior to promotion, with no loss of seniority. Said Bargaining Unit Member may challenge the demotion through the Grievance and Arbitration procedure.

ARTICLE 40
DISCIPLINE

Section 40.1 The tenure of every bargaining unit employee shall be during good behavior and efficient service. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. Discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct. Disciplinary penalties shall be appropriate to the severity of the offense, and as such the forms of discipline listed below do not necessarily represent a systematic order to be followed in all instances. Notwithstanding the principles of progressive discipline, more severe discipline, up to and including discharge may be initiated dependent upon the severity of the infraction. Forms of progressive disciplinary action, but not necessarily the order of discipline are as follows:

1. written warning
2. written reprimand
3. suspension without pay (at the request of the employee, and with the agreement of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.)
4. reduction in pay and/or position
5. Discharge

Section 40.2 Whenever the Employer determines that an employee may be disciplined for just cause, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer explanation of the alleged misconduct. Prior to the conference, the employee shall be given written specifications of the charges. Pre-disciplinary conference, if any, shall be completed within thirty (30) calendar days from the presentation to the employee of the written specification of charges. Any disciplinary action to be administered must be issued within forty-five (45) calendar days of the receipt of the pre-disciplinary conference.

Disciplinary conferences will be conducted by the Employer or his Designee. The employee may choose to:

1. appear at the conference to present oral or written statements in his defense
2. appear at the conference and have an employee or non-employee representative of the FOP present oral or written statements in his defense
3. elect in writing to waive the opportunity to have a conference. Failure to elect and pursue one of these three options will be deemed a waiver of the employee's right to a pre-disciplinary conference.

At the pre-disciplinary conference the Employer or his Designee will ask the employee or his representative to respond to the allegations of misconduct which were outlined to the employee. At the conference, the employee may present any testimony, witnesses, or documents which he feels may be germane to the charges. The employee shall provide a list of witnesses, and the name and occupation of his representative, if any, to the Employer as far in advance as possible, but no later than eight (8) hours prior to the conference. It is the employee's responsibility to notify his witnesses that he desires their attendance at the conference.

The employee or his representative will be permitted to confront and cross-examine witnesses. A written report will be prepared by the Employer or his Designee concluding whether or not the alleged misconduct occurred. The Employer will decide what discipline, if any, is appropriate. A copy of the report will be provided to the employee within five (5) calendar days following its preparation.

Section 40.3 Disciplinary action may be appealed through the grievance and arbitration procedure. Appealable disciplinary actions must be filed at Step 3 of the grievance procedure within ten (10) calendar days from the receipt of the notice of discipline by the employee.

ARTICLE 41
OLC REPRESENTATION

Section 41.1 OLC Representation Non-employee representation of the OLC shall be admitted to the Employer's facility for the purpose of processing grievances, attending meetings, or for monitoring the administration of this agreement, with approval of the Employer or his Designee. The Employer or his Designee shall facilitate any necessary contact between the representative and an on duty bargaining unit member employee, provided that arrangement of the contact is not disruptive of the employee's job responsibilities.

Section 41.2 Release Time Up to three (3) employees may be released, without loss of pay, for negotiations sessions or labor-management meetings to the extent the sessions or meetings occur on the employee's regularly scheduled shift. Off-duty employees participating in negotiations in labor-management meetings will not be compensated. Release time shall not occur on overtime and shall not result in overtime. Additional employees, as agreed by the parties, may attend the negotiation sessions or labor-management meetings but will not be eligible for release from duty. Any employee released from duty shall be subject to emergency calls. This release provision shall not be considered to affect the minimum manpower, as employees on release will be subject to call.

Section 41.3 Meetings These meetings are subject to the scheduling arrangements of the requested facilities and will not disrupt operations of the department.

Section 41.4 Training Employees may request time off for FOP or FOP/OLC training. Employees requesting such time may use vacation or personal leave or unpaid leave of absence. Requests must be submitted at least fourteen (14) days in advance. Requests and FOP training leave will not require the City to pay overtime and minimum manning requirements will not apply when an employee is on FOP training leave. FOP training leave will not exceed ten (10) days per calendar year.

Section 41.5 The City agrees that the highest ranking F.O.P. official in the bargaining unit, or his designee, may request to be released from duty to participate in F.O.P. functions that have a benefit to the City and the F.O.P. The City agrees that, should they grant this release, it shall be with full pay. Awarding of such release time is to be at the sole discretion of the City.

ARTICLE 42
MID-TERM BARGAINING

- A. If, during the term of the contract, mid-term bargaining is required under Ohio Revised Code Section 4117, the parties shall meet and bargain, except where immediate action is required due to (1) exigent circumstances that were unforeseen at the time of negotiations, or (2) legislative action taken by a higher level legislative body after the agreement became effective and requires a change to conform to the statute. If the Chief takes immediate action due to “exigent circumstances” or “legislative action” as noted above, this article does not limit the Union’s rights before the State Employment Relations Board (SERB).

In the event that the City/Chief finds it necessary to implement change(s) during the term of this contract to a mandatory subject of bargaining, and such changes are not otherwise specifically addressed in a provision of this contract, the City/Chief shall notify the Union of the proposed change(s). The Union may, within ten (10) calendar days of such notice, submit a written demand to the bargain the effects of the implementation of the changes affecting members of the bargaining unit unless such changes are specifically addressed in a provision of this contract.

- B. Should the Union request negotiations, the parties shall engage in good-faith bargaining for a period of not less than five (5) days and not more than ten (10) days. Bargaining shall be conducted by teams of not more than four (4) persons, unless a larger number is mutually agreed to by the City and the Union.
- C. If the bargaining teams have not reached agreement by the end of the bargaining period, the parties will engage in mediation for a period of not more than ten (10) days, or until a resolution is reached or impasse is declared by either party, whichever first occurs. A Mediator shall be assigned by the State Employment Relations Board (SERB), unless the parties mutually agree on a Mediator.
- D. If the parties have not reached agreement by the end of the mediation period or upon declaration of impasse by either party, the City may implement its last offer to the Union. If the City elects to so implement, the City shall submit the unresolved issue(s) to Arbitration. In the alternative, the City may elect to submit the unresolved issue(s) to Arbitration and maintain the status quo until the arbitration award is issued. The Arbitrator shall be selected and the hearing conducted in accordance with the provisions outlined below. If the City elects to maintain the status quo pending arbitration and the Union then elects to decline arbitration of the dispute, the City may implement its last offer to the Union.
- E. If the City does not refer the unresolved issue(s) to Arbitration, the City shall maintain the status quo and shall have no authority to implement the changes that were the subject of negotiations.

F. Once the City elects to submit the unresolved issues to binding arbitration, the parties shall be confined to a choice of the last offer of each party on each issue submitted.

- 1) **ARBITRATOR.** An arbitrator may be chosen by mutual agreement, or absent mutual agreement, by soliciting a panel of seven (7) arbitrators from the State Employment Relations Board (SERB) who are residents of the State of Ohio. The Union and the City will select an arbitrator from the list by alternate striking of names, and the Arbitrator will be notified of his or her selection within five (5) days of the receipt of the list. The party to strike first will be determined by the flip of a coin.
- 2) **ARBITRATION GUIDELINES.** The following guidelines shall apply to the arbitration proceedings under this article:
 - a) The parties shall arrange for an arbitration hearing to be held not later than twenty (20) days after the selection of the Arbitrator. Not later than five (5) days before the arbitration hearing, each of the parties shall submit to the arbitrator and the opposing party a written report summarizing the unresolved issue(s), each party's final offer as to the issues, and the rationale for their position(s).
 - b) At the arbitration hearing, the arbitrator may hear testimony from the parties and accept other evidence relevant to the issues in dispute.
 - c) After the hearing, the Arbitrator shall resolve the dispute between the City and the Union by selecting, on an issue-by-issue basis, from between each of the party's final offers, taking into consideration the following:
 - I. Past agreements between the parties;
 - II. Comparison of the issues submitted to arbitration and each party's final offer as to each issue with the wages, hours, and terms and conditions of employment generally prevailing in Police Departments of similar size operating under similar circumstances;
 - III. The interests and welfare of the Public, the ability of the City to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of Public Service;
 - IV. The lawful authority of the Chief or the City;
 - V. The stipulation of the parties;
 - VI. Such other factors as may be relevant to the Arbitrator's decision.

- d) Within thirty (30) calendar days of receipt of the arbitrator's decision, the City shall either implement the modifications in the conditions of employment in accordance with the Arbitrator's decision, or abandon the proposed changes in the conditions of employment and maintain or revert to the status quo.
- 3) **ARBITRATION COSTS.** The cost of the arbitration proceedings shall be shared equally between the parties; however, each party is responsible for its own attorney and/or consultant's fees.

ARTICLE 43
DRUG-FREE WORKPLACE POLICY

43.1 The City of Dover's Drug-free Workplace Policy will be included with this agreement as an Appendix. Updated copies or pages will be distributed as necessary.

43.2 Specific exemptions to the policy for the employees of the Dover Police Department are included in a Memorandum of Understanding that has been mutually agreed upon by the parties and included as EXHIBIT C.

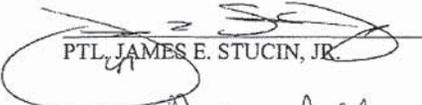
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 22nd day of February, 2012

**On behalf of the Fraternal Order
of Police Lodge 4 Dover Division**

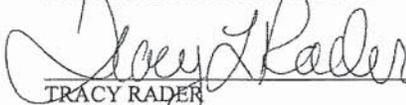

CAPT. JAMES HITCHCOCK


PTL. MARC A. LAUTENSCHLEGER


PTL. MATTHEW RUSSELL


PTL. JAMES E. STUCIN, JR.


DISPATCHER RODNEY S. HALL


TRACY RADER
Staff Representative
Ohio Labor Council

**On Behalf of the Dover
City Council and Administration**


RICHARD P. HOMRIGHAUSEN
Mayor


TWEED VORHEES
Safety Director


TIMOTHY J. TARULLI
President of Council


JOSEPH BALL
Chief of Police


DOUGLAS J. O'MEARA, Esq.
Law Director

Original signature pages on file with the Union and with the Dover Safety Director

12/10/99
 JAN., 2000

Do not put your name in preferred slot until the officer(s) have more time in grade than you have. Chief

Day back wife #1310

DOVER POLICE DEPARTMENT SCHEDULE

CHIEF RONALD R. JOHNSON

WORK SCHEDULE

Capt.
 Ptl.
 Ptl.
 Ptl.
 Ptl.
 Ptl.

		00-02							JAN.							00-03													
A SHIFT	LW	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
OFFICER																													
ENRETT		X	X	X	X	X	O	O	O	O	X	X	X	X	X	X	X	X	O	O	X	X	X	X	X	X	X	O	O
CECOTY		X	X	X	O	O	X	X	X	X	X	X	X	O	O	X	X	X	X	X	X	O	O	O	O	X	X	X	X
STUCH		X	X	X	O	O	X	X	X	X	X	X	X	O	O	O	O	X	X	X	X	X	X	X	X	O	O	X	X
KANTONEN		X	X	O	O	X	X	X	X	X	X	X	X	O	O	O	O	X	X	X	X	X	X	X	X	O	O	X	X
ROBERT		X	X	X	X	X	O	O	O	O	X	X	X	X	X	X	X	X	O	O	X	X	X	X	X	X	O	O	
RODEN		O	O	X	X	X	X	X	X	X	X	X	O	O	X	X	X	X	X	X	O	O	O	O	X	X	X	X	
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KIRKBRIDE		X	X	X	X	X	O	O	O	O	X	X	X	X	X	X	X	O	O	X	X	X	X	X	X	X	O	O	
JR BIDDLE		X	X	X	O	O	X	X	X	X	X	X	O	O	X	X	X	X	X	X	O	O	O	O	X	X	X	X	
C. HANCOCK		X	X	X	O	O	X	X	X	X	X	X	O	O	O	O	X	X	X	X	X	X	X	X	O	O	X	X	
VARGO		X	X	O	O	X	X	X	X	X	X	X	O	O	O	O	X	X	X	X	X	X	X	X	O	O	X	X	
DESSECKER		X	X	X	X	X	O	O	O	O	X	X	X	X	X	X	O	O	X	X	X	X	X	X	X	O	X	X	
MORRISON		O	O	X	X	X	X	X	X	X	X	X	O	O	X	X	X	X	X	X	O	O	O	O	X	X	X	X	
HALL		O	O	X	X	X	X	X	X	X	O	O	X	X	X	X	O	O	X	X	X	X	X	X	X	X	O	O	
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		JAN.																											
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OFFICER																													
ALSIANO		X	X	X	X	X	O	O	O	O	X	X	X	X	X	X	X	O	O	X	X	X	X	X	X	X	O	O	
PIERCE		X	X	X	O	O	X	X	X	X	X	X	O	O	X	X	X	X	X	O	O	O	O	X	X	X	X	X	
SWIGERT		X	X	X	O	O	X	X	X	X	X	X	X	O	O	O	O	X	X	X	X	X	X	X	O	O	X	X	
HITCHCOCK		X	X	O	O	X	X	X	X	X	X	X	X	O	O	O	O	X	X	X	X	X	X	X	O	O	X	X	
ROBSON		X	X	X	X	X	O	O	O	O	X	X	X	X	X	X	O	O	X	X	X	X	X	X	O	O	X	X	
BANTUM		O	O	X	X	X	X	X	X	X	X	X	O	O	X	X	X	X	X	X	O	O	O	O	X	X	X	X	
EDWARDS		O	O	X	X	X	X	X	X	X	O	O	X	X	X	X	O	O	X	X	X	X	X	X	X	X	O	O	
		5	5	6	4	5	5	5	5	5	6	4	5	5	5	5	5	4	6	5	5	5	5	6	4	5	5	5	

Capt.
 Ptl.
 Ptl.
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EXHIBIT A

EXHIBIT B

GRIEVANCE FORM

EXHIBIT B

FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL, INC.
222 EAST TOWN STREET
COLUMBUS, OH 43215-4611
(614)224-5700
FAX (614)224-5775
1-800-FOP-OLCI



O.L.C. Unit _____ Employer _____
O.L.C. Grievance No. _____ Address _____
Phone No. () _____

GRIEVANCE REPORT FORM

PLEASE PRINT OR TYPE

A copy of this form
must be sent to the
O. L. C. Office - IMMEDIATELY

Please have your Associate call
your Staff Representative when
filing a grievance

Name of Grievant _____ Badge No. _____
Grievant address _____ Phone No. () _____
Classification _____ Assignment _____
Shift _____ Date of appointment _____
Immediate Supervisor at time of incident _____
O.L.C. Representative _____ Date and time _____
Grievance first discussed with _____ Date and time _____
Article and section number of contract violation _____
Statement of grievance (Give times, dates, who, what, when, where, why, and how):

Remedy requested:

Grievant's signature _____ Date and time _____

STEP ONE
Received by _____ Date and time _____

Respondent Name and Title
Date of meeting _____ Time _____ Place _____

Step one response _____

Name and Title _____ Date and Time _____
Received by _____ Date and Time _____
Grievant

ANSWER IS: Accepted _____ Rejected _____

EXHIBIT C

MEMORANDUM OF UNDERSTANDING

The City of Dover (Dover) has adopted a Drug Free Workplace Policy (DFWP) for all employees of the City of Dover. The City of Dover and the Fraternal Order of Police, Ohio Labor Council, Inc. (FOP) and the police officers of the City of Dover (police officers) are parties to a collective bargaining agreement expiring on December 31, 2008 and are parties to a successor agreement from January 1, 2009 through December 31, 2011. The parties have both had the opportunity to review this DFWP policy and agree that Dover and the police officers as well as the other employees of the City of Dover benefit from a DFWP policy. After a review Dover, the FOP and the police officers agree to immediately incorporate the DFWP in its entirety into the collective bargaining agreement of the parties through this memorandum, with the following modifications:

If property damage is caused to the police officers automobile in which the officer is not at fault, police officers will not be required to be tested. When a police officer is involved in any type of incident, in which another person is injured while the police officer is performing his duty, but the officer is not injured, the police officer is not required to be tested but the officer may be voluntarily tested. If there is damage to a police officer's automobile through no fault of the officer, mandatory testing may be waived by the Police Chief, Safety Director or the Mayor. If the officer wants to be tested when there is damage to his automobile or any person is injured, he will be allowed to partake in the testing procedures, at his sole discretion, but still at the cost of the City of Dover.

In addition, if the officer is requested to take a drug test under the policy or required to take a drug test under the policy, the officer shall have the right to either consult or attempt to consult with his local or FOP representative; but, said consultation, or attempt to consult, shall not cause any delay in excess of one hour. The right to consult shall not impair any duty under the DFWP policy to have testing under the policy. If the officer refuses to take the test as requested or is advised not to take the test, all remedies and procedures under the DFWP policy including the last chance agreement, mandatory follow-up testing, and suspension and discharge under the DFWP policy may be imposed by the City of Dover or its representative.

In the event that the policy is implemented, all procedures under the DFWP policy are required to be followed without delay. Nonetheless, the employee retains his right to grieve the implementation of the policy, in any specific case where it is used, while the policy and its procedures continue to be implemented for the good of the officer, the fellow officers and the City of Dover and its citizens. In the event the officer or the FOP successfully grieve the implementation of the policy, i.e. the DFWP policy should not have been imposed, then the test results, effects, discipline or other actions under the policy shall be removed from the employee's record.

If there is a conflict between the DFWP policy and the collective bargaining agreement, The DFWP policy does modify the disciplinary provisions under the collective bargaining agreement but does not modify the officers or the FOP's right to grieve or arbitrate the implementation or penalties imposed under the DFWP policy; while the procedures implemented under the DFWP policy continue to be implemented during the grievance and arbitration provisions.

DFWP MEMORANDUM OF UNDERSTANDING

FOR THE CITY:

FOR THE FOP AND THE OFFICERS:

DATE 11/26/08

DATE 11/26/08

Original signature page on file with the Union and with the City Safety Director