

STATE EMPLOYMENT
RELATIONS BOARD

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K#28157

AN AGREEMENT

2221-02
11-MED-09-1364

BETWEEN

THE CITY OF LOUISVILLE

AND

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

PATROLMEN

Effective: January 1, 2012

Expires: December 31, 2014

23

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**POLICE
OPBA COLLECTIVE BARGAINING AGREEMENT**

PREAMBLE

ARTICLE 1

This Agreement is hereby entered into by and between the City of Louisville, hereinafter referred to as "the Employer", and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as "the OPBA" or "Union".

PURPOSE AND INTENT

ARTICLE 2

In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and uninterrupted efficient operations, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the City of Louisville; 4) To avoid interruption or interference with the efficient operation of the Employer's business; and 5) to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

RECOGNITION

ARTICLE 3

Section 1. The Employer agrees that it has and will continue to recognize the OPBA as exclusive representative for negotiating wages and salaries, hours of work, and all other terms and conditions of employment for all patrolmen on the Louisville Police Department. The Employer and the OPBA agree to continue to negotiate with each other in good faith on all matters concerning the employment of said employees.

Section 2. The Employer will furnish the OPBA with a list of all employees in the classifications covered by this Agreement indicating their starting dates of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as hired.

Section 3. Labor Management Committee - A Labor Management Committee shall be established to discuss matters of mutual concern within the department. The committee shall consist of two (2) members from the union and two (2) members of the Employer, who shall be appointed by the City Manager, and shall meet not more than on a quarterly basis as requested by the OPBA.

DUES DEDUCTION

ARTICLE 4

Section 1. During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the OPBA and the regular monthly OPBA dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

No new authorization forms will be required from any employees in the Louisville Police Department for whom the Employer is currently deducting dues.

Section 2. The initiation fees, dues or assessments so deducted shall be in the amounts established by the OPBA from time to time in accordance with its Constitution and Bylaws. The OPBA shall certify to the Employer the amounts due and owing from the employees involved.

Section 3. The Employer shall deduct dues, initiation fees or assessments from the second pay in each calendar month. If an employee has no pay due on that pay date such amounts shall be deducted from the next or subsequent pay.

Section 4. A check in the amount of the total dues withheld from the employees authorizing a dues deduction shall be tendered to the treasurer of the OPBA within thirty (30) days from the date of making said deductions.

Section 5. The OPBA hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the OPBA shall indemnify the Employer for any such liabilities or damages that may arise.

AGENCY SHOP

ARTICLE 5

All members of the bargaining unit, as identified in Article III of this Agreement, shall after thirty (30) days of employment either (1) maintain their membership in the OPBA, (2) become members of the OPBA, or (3) pay a service fee to the OPBA in an amount equivalent to the annual dues for membership in the OPBA, as a condition of their employment, all in accordance with Ohio Rev. Code Sec. 4117.09. In the event that a service fee is to be charged to a member of the bargaining unit, the Employer shall deduct such fee in the same manner as dues are deducted as specified in Article 4 of this Agreement, entitled "Dues Deduction".

MANAGEMENT RIGHTS

ARTICLE 6

Section 1. There shall be reserved to the City certain management rights. By means of illustration only said management rights shall include:

- 1) Determine matters inherent to managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization technology, and organizational structure;
- 2) Direct, supervise, evaluate, or hire employees;
- 3) Maintain and improve the efficiency and effectiveness of governmental operations;
- 4) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- 5) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- 6) Determine the adequacy of the work force;
- 7) Determine the overall mission of the Employer as a unit of government;
- 8) Effectively manage the work force including overtime scheduling, the creation and alterations of overtime polices and procedures, and determining the staffing for overtime;
- 9) Take actions to carry out the mission of the Employer as a governmental unit.

EMPLOYEE RIGHTS

ARTICLE 7

Section 1. An employee has the right to the presence and advice of an OPBA representative at all disciplinary interrogations.

Section 2. Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation will be the basis of such a charge.

Section 3. During questioning or interviewing of an employee in the course of an internal investigation the employee may record such interrogation if he has a recording device available so as not to delay the investigation. Employer may have a transcript of such recording at the Employer's expense.

Section 4. An employee will be informed of the nature of any investigation of himself prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

Section 5. An employee may request an opportunity to review his personnel file, and add memoranda to the file clarifying any documents contained in the file and may have a representative of the OPBA present when reviewing his file. A City administrative representative must be present when reviewing said file. A request for copies of items included in the file shall be honored. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

Section 6. In the course of an internal affairs investigation, a polygraph examination will be administered only with the consent of the employee under investigation. If, in the course of an internal investigation, an employee has been given a polygraph examination, such examination shall not be used in any subsequent court action.

Section 7. All complaints by civilians which may involve suspension or discharge of an employee shall be in writing and signed by the complainant. The Employer will furnish a copy of the complaint to the employee whom the complaint has been filed against before any disciplinary action is commenced.

Section 8. With the exception of records of disciplinary action of five (5) or more days suspension, records of written reprimand or disciplinary action that are more than two (2) years old shall, upon written request of the employee, be removed from his or her file and be expunged.

NO STRIKE

ARTICLE 8

Section 1. The Employer and the OPBA agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the OPBA to avoid work stoppages and strikes.

Section 2. Neither the OPBA nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the Employer for the duration of this Agreement. A breach of this Section may be grounds for discipline. The OPBA shall not be held liable for the unauthorized activity of the employees it

represents or its members who are in breach of this Section, provided that the OPBA meets all of its obligations under this Article.

Section 3. The OPBA shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause.

Section 4. The Employer shall not lock out any employees for the duration of this Agreement.

DISCIPLINE

ARTICLE 9

Section 1. A non-probationary employee who is disciplined shall be given written notice regarding the reason(s) for the disciplinary action within a reasonable time after the Employer has knowledge of the conduct for which an employee is being disciplined.

Section 2. Disciplinary action taken by the Employer shall be for reasonable or good cause. All such action shall not be issued or served by non-supervisory personnel.

Section 3. Any disciplinary action against a non-probationary employee will be processed in accordance with the dispute resolution procedure in Article 11, Section 4 and Article 12 of this Agreement beginning at the level where the disciplinary action was meted out to the employee.

Section 4. All oral reprimands will be documented by Employer and presented to the employee. Thereafter, the documented oral reprimand will be placed in the employee's official personnel file.

Section 5. Prior to a disciplinary suspension that does not require emergency relief from duty, the Chief of Police shall conduct a pre-suspension hearing for the purpose of affording the employee an opportunity to respond to the charges.

Section 6. In the case of emergency relief from, duty, an employee shall be suspended with pay, and a disciplinary hearing will be scheduled within ten (10) days of the suspension.

ASSOCIATION REPRESENTATION

ARTICLE 10

The parties recognize that it may be necessary for an employee representative of the OPBA to leave a normal work assignment while acting in the capacity of representative. The OPBA recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this Section, the representative must obtain approval from the officer in charge of the shift. The Employer will compensate a representative at the normal rate for the time spent in collective bargaining, the good faith processing of grievances, and at any meetings at which the Employer requests a

representative to be present, provided that the representative is on duty at that time and provided the Employer is present.

GRIEVANCE PROCEDURES

ARTICLE 11

Section 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 of his own choosing 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.

Section 2. For the purpose of this Procedure, the below listed terms are defined as follows:

- a) Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.
- b) Grievant - The "grievant" shall be defined as any employee, group of employees within the bargaining unit or the OPBA.
- c) Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the grievant.
- d) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays provided for in this Agreement.

Section 3. The following procedures shall apply to the administration of all grievances filed under this procedure.

- a) Except at Step 1, all grievances shall include the name and position of the grievant, the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant.
- b) Except at Step 1, all decisions shall be rendered in writing at each Step of the Grievance Procedure. Each decision shall be transmitted to the grievant and his representative, if any.
- c) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration and having said matter informally adjusted without the intervention of the OPBA, provided that the adjustment is not inconsistent with the terms of this Agreement.

In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.

- d) The grievant may choose whomever he wishes to represent him at any Step of the Grievance Procedure after Step 1.
- e) This Grievance Procedure requires an employee to pursue the remedies herein provided but shall not impair or limit an employee's right to pursue other remedies available under law except for the Civil Service Commission. Where there is an alleged violation of the provisions of this Agreement that qualifies for appeal under the Rules of Equal Employment Opportunity Commission, the Ohio Civil Rights Commission, the State Employment Relations Board, or any state or federal law (other remedies), the employee must choose one method of appeal, i.e., either pursuant to one of the foregoing other remedies or pursuant to the grievance procedure as set forth herein. The employee's decision in this regard shall be irrevocable. In any event, resort to the Civil Service Commission is specifically eliminated by this Agreement. The Employer, the employee, and their representatives, however, may meet in an effort to resolve the alleged violation prior to any appeal.
- f) The time limits provided herein will be strictly adhered to and grievances not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically be sustained in favor of the grievant. The time limits specified for either party may be extended only by written mutual Agreement; unless either party is unable to comply because of illness, disability or vacation, an automatic extension of seven (7) days shall be granted upon written notice to the other party.

Section 4. All grievances shall be administered in accordance with the following steps of the Grievance Procedure.

- Step 1. An employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within seven (7) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee and an OPBA representative, if such representative is requested by the employee, within five (5) days of the notice of the employee, at which time the issue in dispute will be discussed with the objective of resolving it informally.
- Step 2. If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the Chief within five (5) days of the informal meeting or notification of the supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the supervisor fails to give the employee an answer. The Chief shall give his written answer within five (5) days.
- Step 3. If the grievant is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the City Manager within five (5) days

from the date of the rendering of the decision at Step 2. Copies of the written decision shall be with the appeal. The City Manager or his designee shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant, his OPBA representative and any other party necessary to provide the required information for rendering of a proper decision. The City Manager or his designee shall issue a written decision to the employee and his OPBA representative within fifteen (15) days from the date of the hearing. If the grievant is not satisfied with the decision at Step 3, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

Section 5. All grievances shall be processed on a first in, first out basis. If three (3) grievances are pending at any one time, the time limits imposed for the Employer's response shall be stayed for any subsequent grievances filed until the resolution of a pending grievance.

ARBITRATION PROCEDURES

ARTICLE 12

Section 1. In the event a grievance is unresolved after being processed through all Steps of the Grievance Procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 3, the grievant may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly request the Federal Mediation Conciliation Service to submit a panel of arbitrators and will choose one by the alternative strike method.

Section 2. The arbitrator shall have no power or authority to add to, subtract from, or in any manners alter the specific terms of this Agreement or to make any order requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

Section 3. The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the Federal Mediation Conciliation Service.

Section 4. The fees and expense of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 5. An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his regular hourly rate for all hours during which his attendance is required by either party, at the requesting party's expense. A request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed three (3) employees.

Section 6. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

NON-DISCRIMINATION

ARTICLE 13

Section 1. The Employer and the OPBA agree not to discriminate against any employees on the basis of race, religion, color, creed, national origin, age, sex or disability.

Section 2. The OPBA expressly agrees that the membership in the OPBA is at the option of the employee and that it will not discriminate with respect to representation between members and nonmembers.

GENDER AND PLURAL

ARTICLE 14

Section 1. Whenever the context so requires, the use of the 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.

HEADINGS

ARTICLE 15

Section 1. It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said Article nor effect any interpretation of any such Article.

OBLIGATION TO NEGOTIATE

ARTICLE 16

Section 1. The Employer and the OPBA acknowledge that during the negotiations which precede this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement.

Section 2. Therefore, for the life of this Agreement, the Employer and the OPBA each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

CONFORMITY TO LAW

ARTICLE 17

Section 1. This Agreement shall be subject to and subordinated to any present and future Federal, State and Local Laws, along with any applicable Rules and Regulations, and the invalidity of any provisions of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving portions.

Section 2. If the enactment of legislation or a determination by court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) rendered any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving portion of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

WORK SCHEDULES

ARTICLE 18

The Employer shall schedule shifts every twelve (12) months and each shift shall have the same starting and quitting times. Such schedules shall be bid on by all employees and shall be selected and assigned in accordance with said bids on the basis of seniority.*

*Seniority for Article 19 shall be defined as the time employed as a full-time patrolman on the Louisville Police Department. Under special circumstances the Chief may intervene and overrule the assignment of shifts in accordance with this Section.

DUTY HOURS

ARTICLE 19

Section 1. All employees shall be allowed and paid extra compensation at a) the rate of 1 1/2 times the employee's regular hourly rate or b) compensatory time computed at the same rate to be taken in the future as approved when required to perform services in excess of regularly scheduled services, provided such services were authorized by the Chief or City Manager and that the Chief or City Manager certifies to the Director of Finance that such services were authorized and the number of overtime hours worked. For the purpose of this Section an employee's regular hourly rate shall be determined by dividing his annual salary by 2080.

Section 2. For the purposes of administering overtime, an employee must actually work or be on authorized paid leave, with the exception of sick leave in excess of regularly scheduled services forty (40) hours in any work week and, beginning January 1, 2004, over eight (8) hours in any work day in order to be allowed and paid extra compensation. There shall be no pyramiding of overtime.

Section 3. Whenever approved by the Chief, employees called in to work or appearing in court on behalf of the Employer shall be compensated not less than three (3) hours subject to the election of the method in which compensation is to be received as set forth within Section 1 of this Article.

Section 4. If an employee is offered an opportunity to attend or participate in any activity or function beyond his normal course of employment such as, but not limited to, educational programs or seminars and at his election chooses to participate, he shall be compensated by straight compensatory time to be taken in the future with the approval of the Chief. However, should attendance or participation become mandatory, the employee shall be compensated in accordance with this article.

Section 5. All employees required to work more than one (1) shift in any twenty-four (24) hour period, also known as doubling back, shall be compensated with two (2) additional straight time hours.

Section 6. Overtime shall be assigned in a fair and equitable manner and distributed as equally as possible.

PENSION PICKUP

ARTICLE 20

Where an employee is a member of the Police and Firemen's Disability and Pension Fund (PFDPF), the compensation listed in Article 29 shall be reduced by 10% and that the amount of the employees' contribution to PFDPF be paid by the Employer on behalf of the employees, not to exceed 10% of the employees' compensation; and that the amount of the contribution paid on behalf of the employee by the Employer be added to salary in the calculations of pensions and other benefits, and is subject to City income tax.

HOLIDAYS

ARTICLE 21

Section 1. All full-time employees shall receive the following paid holidays:

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Veteran's Day	Friday after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Employee's Birthday
	Martin Luther King Day

Section 2. Employees shall have the option of electing to either take the day off with pay or work the day and be paid for the day at 2 1/2 times his straight time rate of pay and shall notify the Chief of his election.

Section 3 . Should an employee elect to take the day off instead of pay for the holidays, the employee shall designate the days within thirty (30) days after the holiday he wishes to take off which shall be subject to the advance approval of the Chief as to when they may be taken.

Section 4. When a holiday falls on the first day of an employee's regularly scheduled weekend, it shall be celebrated on the previous day and when a holiday falls on the second day of an employee's regular scheduled weekend, it shall be celebrated on the following day except at the time of a shift change which necessitates more than a two (2) day weekend, a holiday which falls on either of the first two (2) days shall be celebrated on the last previous work day and a holiday which falls on any other day of such weekend shall be celebrated on the next subsequent work day.

Section 5. Holiday pay is forfeited unless the employee:

- a. Reports to work the scheduled day preceding each holiday and the scheduled day following each holiday; or
- b. Is on scheduled vacation leave, scheduled personal leave, or scheduled comp. time.

VACATIONS

ARTICLE 22

Section 1. Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule that shall not provide less time than the vacation schedule set forth in the 1999-2001 Collective Bargaining Agreement:

<u>Length of Service</u>	<u>Annual Hours</u>	<u>Bi-weekly Accrual Rate</u>
After 1 year through 4 years	80 hours	3.08 hours
After 5 years through 12 years	120 hours	4.62 hours
After 13 years through 20 years	160 hours	6.16 hours
After 21 years	200 hours	7.70 hours

After 21 years of service, employees shall earn eight (8) hours of vacation for each additional year of service, up to a maximum of an additional forty (40) hours of vacation.

Section 2.

- a. A full-time employee is not entitled to take vacation time until the completion of the employee's first year of service. An employee upon completion of the employee's first year of service shall be credited with eighty (80) hours of vacation and then will accrue vacation time at the rate of 3.08 hours each pay period during the period covered by this agreement.
- b. If separation of service occurs prior to the employee's first year anniversary or for employees who continue to work after their first year anniversary, the employee will be paid a pro-rata share of the amount of vacation hours the employee would have earned had the employee reached the employee's anniversary date.

Section 3. Vacation time shall be taken at a time approved of by the Chief. Such requests should not be unreasonably denied.

Section 4. An employee who has earned vacation time by reason of being employed in this department shall be able to transfer his vacation time to another department within the City should he elect such a transfer.

Section 5. Any employee who quits or is terminated or retires and has unused vacation time shall receive such vacation time.

Section 6. Vacation time may be carried over from one year to the next, with the accumulated limitations herein.

Section 7. For purposes of payout of vacation for these classifications a pro-ratio formula will be used for time earned.

- a. Employees **shall** be paid *quarterly* for any vacation leave to their credit if their current vacation balance exceeds two (2) years accumulating at their current rate of pay.
- b. Employees will comply with the terms and procedures set out in Section 157.05(b)(3).

Section 8. Length of service for the vacation allowance shall be the cumulative length of full-time service to the City. City employees hired before December 31, 1989, may include the length of full-time service with the State or any political subdivision of the State, other than as an elective officer, if the employee had the same or similar duties with a prior public employer.

Section 9. Vacation may be taken as an employee wishes in time segments of not less than four hours, upon the approval of the Chief.

Section 10. All vacations of two (2) days or more shall be requested in writing and submitted fifteen (15) days prior to the requested days off. The Chief shall give written approval or disapproval, within five (5) working days, of any request for use of vacation, where such request is made fifteen (15) working days prior to the requested days off.

Section 11. All vacation schedules shall be posted on the Department bulletin board.

SICK LEAVE

ARTICLE 23

Section 1. Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to contagious disease communicable to

other employees; 3) serious illness of or injury to the employee's spouse, children or parents residing with the employee; or death of employee's mother, father, spouse, child, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren, sister-in-law and brother-in-law. As used in this Collective Bargaining Agreement, the term sister-in-law and brother-in-law shall refer to the spouse of an employee's sibling.

Section 2. All full-time employees shall earn sick leave at the rate of 4.6 hours per eighty (80) hours of service and may accumulate such sick leave without limitation.

Section 3. An employee who is to be absent on sick leave shall notify his supervisor of such absence and the reason therefore at least one (1) hour before the start of his work shift each day he is to be absent.

Section 4. Sick leave may be used in segments of not less than one (1) hour.

Section 5. Before an absence may be charged against accumulated sick leave, the Employer may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Employer and paid by the Employer after being off three (3) consecutive days.

The head of the Department shall require an employee to furnish a satisfactory written signed statement from a physician to justify the use of sick leave in excess of three (3) work days in a thirty (30) day period. Such certificate shall state the nature of the illness, injury, pregnancy or exposure to communicable disease to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

Section 6. If the employee fails to submit adequate proof of illness, injury or death upon request of the Employer, or in the event that upon such proof as is submitted or upon the report of medical examination, the Employer finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be considered in unauthorized leave and shall be without pay.

Section 7. 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 Employer.

Section 8. The Employer 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 Employer, to establish that he is not disabled from the performance of his normal duties and that his return to duty will not jeopardize the health and safety of other employees.

Section 9. An employee who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated sick leave to the new department.

Section 10. Any employee of the Employer 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 Employer 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 Employer, 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 11.

- a. In accordance with Section 157.05 (c) (2) (A) Any employee hired prior to January 1, 2006, with ten or more years service with the City, upon retirement from full-time or permanent part-time public service shall be compensated for 100% of the employee's accumulated sick time, at the employee's then current rate of pay to a maximum of 1,200 hours.
- b. In accordance with Section 157.05 (c) (2) (B) Any employee hired on or after January 1, 2006, upon retirement, with ten or more years of service with the City from full-time or permanent part-time public service shall be compensated for 50% of the employee's accumulated sick time, at the employee's then current rate of pay to a maximum of 1,200 hours. In addition, such employee shall be compensated for 25% of the employee's accumulated sick time, at the employee's then current rate of pay for hours in excess of 1,200 hours to a maximum of 2,400 hours.

Section 12. Before being obligated to pay sick leave pay for a sick day before or the day after an employee is off for vacation, holiday or personal time, the City Manager may require an employee to furnish a satisfactory written signed statement from a physician, such statement to conform with the requirements set forth in Sections 5 and 6 above. If the City Manager concludes there is not satisfactory evidence of illness or injury to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay. The granting of such sick leave on the day before or after a holiday, shall not entitle the employee to holiday pay and the holiday pay eligibility requirements set forth in Section 5 of ARTICLE 22 will still apply.

PERSONAL LEAVE

ARTICLE 24

Section 1. An employee shall be able to use three (3) days of accumulated sick leave as personal days which shall be taken in the year earned; provided that such accumulation reflects a 120 hour positive balance. A fourth personal day can be earned and used with a 600 hour balance.

Section 2. Personal days shall only be taken with the advance approval of the Chief. Requests should not be unreasonably denied.

FUNERAL LEAVE

ARTICLE 25

Section 1. An employee shall be granted time off with pay (not to be deducted from the employee's sick leave) for the purposes of attending the funeral of the employees mother, father, spouse, child, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren, sister-in-law and brother-in-law. As used in this Collective Bargaining Agreement, the term sister-in-law and brother-in-law shall refer to the spouse of an employee's sibling. The employee shall be entitled to a maximum of three (3) work days for each death in his or her immediate family.

INJURY LEAVE

ARTICLE 26

Section 1. Every full-time officer or employee who is disabled from performing the duties of his employment with the City due to bodily injury sustained by such member in the pursuit and performance of the duties of such employment shall receive, in lieu of the benefits conferred upon the City employees by Article 29 hereof, injury leave at sixty-six and two-thirds percent (66 2/3%) of his average weekly wage for the fifty-two (52) weeks prior to his injury less amounts received by the officer or employee from the Industrial Commission of Ohio or the State

Police and Firemen's Disability and Pension Fund of Ohio; this leave shall be paid for such period of time as such member is actually disabled by such bodily injury but no longer than one (1) year from the date of such disabling injury. The department head shall keep accurate records of such injury leave and file a statement of such leave with the City Manager at the end of each month. The City Manager may prescribe needed rules and regulations for the establishment of eligibility for and administration of the benefits conferred by this subsection including medical certification of disability. The City Manager may also authorize as an advance, payment by the City from the date of injury provided that the injured officer or employee, shall execute authorizations for direct payment of benefits from the Industrial Commission of Ohio or the State Police and Firemen's Disability and Pension Fund of Ohio or if not paid directly shall pay and turn over to the City such sums received by such officer or employee from the Industrial Commission of Ohio or State Police and Firemen's Disability and Pension Fund of Ohio for the injury for such one (1) year period. The receipt of benefits pursuant to this section shall not affect the accrual of sick leave, vacation time, seniority or other benefits of employment.

JURY DUTY

ARTICLE 27

Section 1. Any employee who is called for jury duty, either Federal, County or Municipal, shall be paid his or her regular salary, less any compensation received from such court for jury duty, as provided for in the Ohio Revised Code.

COMPENSATION

ARTICLE 28

Section 1. Salaries for the years 2013 and 2014 shall be determined by reopening negotiations in accordance with the statutory time and notice requirements and shall follow the Ohio statutory procedures regarding collective bargaining applicable to police officers. Article 29, Section 1, of "Compensation" will be the only issue subject to being reopened for determination. The 2012 salaries shall be paid in accordance with the following scale:

	2012	2013	2014
Start	\$42,721.34		
12 months +	\$47,355.66		
24 months +	\$49,388.26		
36 months +	\$51,420.89		

Section 2. Any employee with less than one (1) full year of service as of January 1, 2012, shall receive a 1% pay increase as of that date; and then shall be advanced to the top rate of pay on their anniversary date in 2012.

Section 3. Whenever there is no higher-ranking officer on duty, the senior Patrolman on duty shall receive officer in charge (O.I.C.) pay for each hour worked. O.I.C. pay shall be the then current per hour shift differential of the midnight shift set forth in Article 30, Section 1.

SHIFT DIFFERENTIAL

ARTICLE 29

Section 1. Employees required to work the afternoon or midnight shift will be compensated in addition to their regular pay according to the following schedule:

Afternoon Shift	30 Cents Per Hour
Midnight Shift	40 Cents Per Hour

LONGEVITY AND OTHER EMPLOYMENT PROVISIONS

ARTICLE 30

Section 1. Longevity shall be compensated in the manner prescribed in Section 157.06 (d) of the Codified Ordinances of the City of Louisville.

Section 2. Employees hired before December 31, 1989 may include the length of full-time service with the State of Ohio or any political subdivision of the State, other than as an elective officer, if the employee had the same or similar duties with a prior public employer and the City manager certifies to the Finance Director that the prior experience is appropriate in quantity and nature for compensation pursuant to the intent of this section.

Section 3. If this Agreement does not specifically delineate the terms and conditions of compensation and employment, Chapter 157 of the Codified Ordinances applies.

EDUCATIONAL AND OTHER PAYS

ARTICLE 31

Section 1. Any employee who has received an Associate Degree in Law Enforcement or five (5) years full-time Louisville Police experience, as of January 1, 2002 shall receive additional pay of \$850.

Section 2. New hires and employees with less than five (5) years of service as of January 1, 2002 shall be eligible for the \$850.00 payment only through receipt of an Associate Degree in Law Enforcement.

Section 3. All full-time patrolmen with one (1) year of employment experience with the City shall be reimbursed for up to two (2) courses per semester or quarter for courses taken at a technical college, junior college, community college, or regular college or university. Such courses taken must be directly related to a law enforcement position with the City as approved in advance by the Chief of Police and the City Manager, which approval will not be unreasonably withheld. The employee must obtain a C or better grade for the courses taken in order to be eligible for reimbursement. To receive reimbursement, the employee must provide the City Manager with sufficient evidence of payment by the employee for the course or courses taken and certification from the college involved that the employee successfully passed the course or courses taken with a C or better grade. Such certification must be proven within two (2) months of the course being completed.

UNIFORM ALLOWANCE

ARTICLE 32

Section 1. Newly hired probationary employees shall receive a uniform allowance in the amount of six hundred dollars (\$600.00) within thirty (30) days of his date of appointment. In addition, the City shall pay the full cost of a bullet proof vest for new hires. The Chief of Police shall determine which type of vest is to be purchased.

Section 2. All non-probationary employees shall receive an annual uniform allowance in the amount of one thousand one hundred dollars (\$1,100) in 2012 and increased to one thousand two hundred dollars (\$1,200) beginning January 1, 2013. This amount shall be paid on the first pay date of January in each calendar year.

Section 3. If during the line of duty an employee sustains damage or loss not caused by his own negligence to those items covered by his uniform allowance and the damage is not otherwise reimbursed, the employee shall submit a receipt for the items replaced to the Employer for the purpose of reimbursement.

Section 4. The Employer will pay for 1/2 the cost of a bullet proof vest. The vest purchased must be approved first by the Employer.

INSURANCE

ARTICLE 33

Section 1. The Employees shall receive the same medical benefit that is provided to the fulltime-non-union employees and shall pay the same costs associated with the benefit as the non-union employees. Said medical service benefit shall be a plan(s) selected or approved by the "Insurance Committee." (For the purpose of this Agreement the "Insurance Committee" is a group of city employees that review medical plans and benefits and provide recommendations to the City Manger for the City of Louisville.)

Section 2. (A) The Employer will provide and pay 100% of the full premium for all full-time employees for a term life insurance policy in the face value of thirty-five thousand dollars (\$35,000.00).

Section 3. The City retains the right to restructure the health care and life insurance during the term of this contract as to cost containment procedures such as pre-hospital admission certification, mandatory second opinions, etc., but may not institute any change of coverage or benefit without mutual agreement of the parties herein.

MISCELLANEOUS

ARTICLE 34

Section 1. In any instance where the Employer sends an employee for a medical examination, the Employer shall pay the cost of the examination and shall pay the employee for the time expended taking such examination.

Section 2. Except where an employee is found by a Court to have acted in a willful, wanton or malicious manner or in the event of awarded punitive damages, the Employer shall indemnify and hold harmless all employees covered by the terms of this agreement from any liability arising from (Dr because of any claim or suit brought against such employee arising from or because of any action on or in action by such employee in the scope of employment.

Section 3. Pay checks will be issued to all employees of all shifts at 8:30am on payday or shall be deposited into the employee's account and available at 8:30am on payday.

Section 4. Employees shall be required to maintain a residence within fifteen (15) mile radius of the Police Department.

Section 5. The OPBA will be allowed one (1) locked bulletin board for official OPBA notices only. The bulletin board will be located in the squad room.

Section 6. Records shall be kept by the Employer for all compensatory time for each employee which shall be shown on each employee's pay stub. All compensatory time shall be either used within thirty (30) days from accumulation or received in pay.

LAYOFFS

ARTICLE 35

Section 1. Layoffs shall be in accordance with inverse order of seniority and on recall list for three (3) years.

Section 2. In the event of a lay off, all part-time, special, and auxiliary officers shall be laid off before any full-time patrolmen.

Section 3. Any full-time employee and the Union shall be entitled to a minimum of thirty (30) days notice of any employee layoff.

MILITARY DUTY

ARTICLE 36

An employee who is called to duty when in an Armed Forces reserve unit or military service in the Armed Forces, shall be compensated by the City in accordance with O.R.C. 5923.05 and applicable federal law, in a manner not inconsistent with Article 17 (Conformity to Law), Section 2 and, where appropriate, promptly renegotiated pursuant to Article 39 (savings clause).

RETENTION OF BENEFITS

ARTICLE 37

Section 1. All of the Employers Ordinances, Resolutions and practices, etc. shall remain in full force and effect during the life of this Agreement, except to the extent that such Ordinances Resolutions and practices, etc., conflict with the terms of this Agreement, in which case the terms of this Agreement shall be deemed as superseding such Ordinances, Resolutions and practices, etc.

SAVINGS CLAUSE

ARTICLE 38

Section 1. In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a Court or Governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect. In such event, the Employer and the OPBA will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

DURATION OF AGREEMENT

ARTICLE 39

Section 1. This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the OPBA and except as otherwise noted herein shall become effective January 1, 2012 and shall remain in full force and effect until December 31, 2014.

EXECUTION

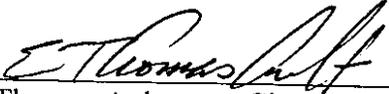
ARTICLE 40

Section 1. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 2012.

For the OPBA:

For the Employer:

By _____

By 
E. Thomas Ault, City Manager

Approved as to Form and Legal Sufficiency


Robert DeHaven 0061784
Atty. DeHaven