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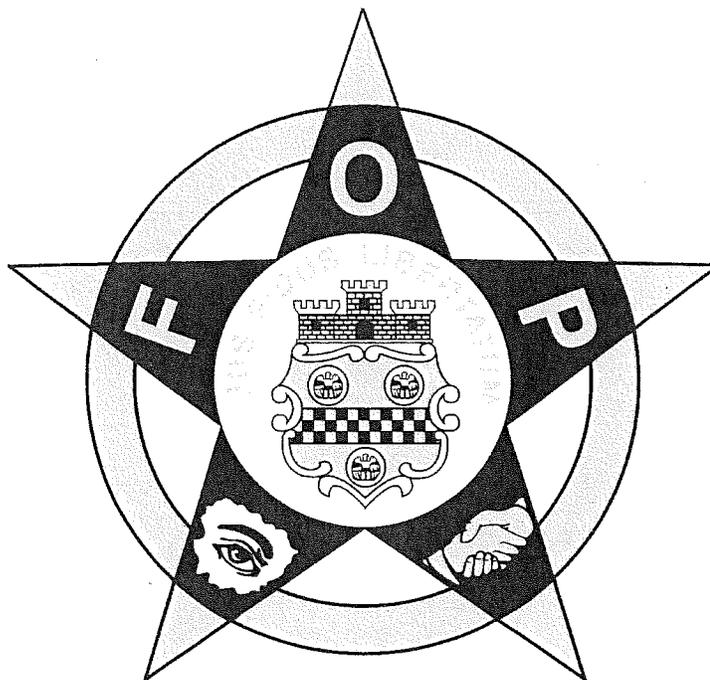
Agreement Between:

THE CITY OF ALLIANCE

and

The Fraternal Order of Police/Ohio Labor Council

POLICE SUPERVISORS



SERB Case # 11-MED-10-1496

Effective January 1, 2012 thru December 31, 2012

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ARTICLE 1 - PURPOSE

This Agreement is entered into by the City of Alliance, Stark County, Ohio, hereinafter referred to as the "City" and the Fraternal Order of Police/Ohio Labor Council, Inc., hereinafter referred to as the "Union" or the "F.O.P.", and has as its purpose: the promotion of harmonious relations between the City and the F.O.P.; the establishment of equitable and peaceful procedures for resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment. It is further the purpose of the parties to use their best efforts to serve the citizens of the City of Alliance; and to provide a more professional police department.

Further, it is mutually recognized that the above mentioned Sergeants, Lieutenants, and Captains, or any similar positions, are supervisory in nature with respect to members of a Bargaining Unit represented by the same Union. Should any conflict arise between the duties of those positions or orders given by the City to the aforementioned supervisor and this or other bargaining agreements and/or the position of this Union, the requirements of the supervisory position or order will prevail.

Changes made by the Parties for the January 1, 2012 through December 31, 2012 Collective Bargaining Agreement are included in bold type.

ARTICLE 2 - RECOGNITION

The City hereby recognizes the F.O.P./O.L.C. as the sole and exclusive bargaining representative for all the members of the Bargaining Unit as described in Case Number 84-RC-04-0810 (as amended by Case No. 02-REP-06-0103) of the State Employment Relations Board with respect to wages, hours, and other terms and conditions of employment as set forth in Section 4117.08 of the Ohio Revised Code.

ARTICLE 3 - DUES CHECK OFF and FAIR SHARE FEE

Section 1 - REPRESENTATION

As bargaining agent, the Union is required to represent all employees in the Police Department who are members of the Bargaining Unit fairly and equitably, regardless of their membership, or non-membership, in the F.O.P.

Section 2 - MONTHLY DEDUCTIONS

The City agrees to deduct monthly from the pay of each Bargaining Unit member from whom it receives an authorization to do so, the amount specified upon the authorization. Each Bargaining Unit member utilizing the City deduction from the pay for the remittance of sums to the Union shall provide the City an authorization form. The form shall include an agreement by the Bargaining Unit member to hold the City harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of or by reason of action taken or not taken by the City for purposes of providing the deduction service.

Section 3 - NOTIFICATION to UNION

Such sums deducted from a Bargaining Unit member's pay, accompanied by a list of Bargaining Unit members from whose pay they have been deducted and the amount deducted shall be forwarded to F.O.P./O.L.C., 222 East Town Street, Columbus, Ohio 43215-4611, within the month such collection is made.

Section 4 - UNION REFUND

In the event that a refund is due any Bargaining Unit member for any sums deducted from wages paid to the Union,

shall be the responsibility of such member to obtain the appropriate refund from the Union.

Section 5 - HOLD HARMLESS CLAUSE

The Union shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this Article.

Section 6 - DEDUCTION ERROR

The City shall not be liable for the remittance or payment of any sum other than those constituting actual deductions made; and if for any reason it fails to make a deduction for a Bargaining Unit member as above provided, it shall make that deduction from the member's next pay in which such deduction is normally deducted after the error has been called to the attention by the Bargaining Unit member or Union.

Section 7 - FAIR SHARE CONTRIBUTION

A police officer who is a member of the Bargaining Unit covered by this Agreement as a condition of continued employment, must either become a member of the Union or pay to the Union a "fair share fee" not to exceed, on a monthly basis, the monthly Union dues paid by members of the Union.

Section 8 - UNION BUSINESS LEAVE

The F.O.P. shall be entitled to eighty (80) hours of time off for Union business per calendar year, without loss of pay.

- (a) Representatives of F.O.P. shall be afforded reasonable time during regular duty hours to fulfill for responsibilities with the City, including negotiations, processing grievances, meetings, and administration and enforcement of this agreement, without loss of pay or Union time.
- (b) There shall be a maximum of two (2) Bargaining Unit members permitted off on Union time on any given shift.

ARTICLE 4 - NO STRIKE/LOCK OUT

Section 1 - STRIKE

The F.O.P. and the Bargaining Unit members recognize that a strike, as defined in section 4117.01 and Section 4117.04 of the Ohio Revised Code, is illegal for police officers and they pledge not to engage in any strike against the City of Alliance as defined in the previous sections, including but not limited to slowdowns, job actions, and sympathy strikes or other concerted interference with, or withholding of, services mandatory or discretionary job assignments, and further agree to cross any picket line established by any other union representing the employees of the City of Alliance in order to perform their duties as police officers. Nothing in this section shall be construed to preclude the City from seeking to enjoin any such strike in accordance with the provisions of Section 4117.15, Revised Code, or any disciplinary action which may be taken against striking employees pursuant to Section 4117.04 and Section 4117.15(C), Revised Code.

Moreover, the obligations, rights and provisions of this Article shall be completely independent of and shall not be affected or be affected by any other provisions of this Agreement, including any grievance and arbitration provisions, nor shall the grievance and arbitration provisions act to preclude the City from exercising any statutory right to enjoin the strike or to discipline strikers.

Section 2 - JOB ACTION

The Labor Council agrees to actively seek stoppage of any type job action by a member or members of the Labor Council Bargaining Unit and shall take whatever affirmative steps reasonably within their ability that are necessary to end such job action.

Section 3 - LOCK OUT

The City agrees not to lock out any employee in the Ohio Labor Council Bargaining Unit during the term of this Agreement.

ARTICLE 5 - MANAGEMENT RIGHTS

Section 1 - DESCRIPTION

Except insofar as this Agreement expressly provides otherwise, the City reserves and retains, solely and exclusively, each of its statutory and common law rights - express or inherent - to operate, manage, and direct the Division of Police of Alliance, Ohio (herein sometimes referred to as "Department.") Such rights shall include, but not be limited to, the following:

- (a) to determine all matters of managerial policy which include, but are not limited to, areas of discretion or policy such as the functions, services, and programs of the Department; its available funds and its budget; and the standards, methods, means, and procedures by which employees shall be required to perform the functions, services, and programs of the Department;
- (b) to hire, appoint, evaluate, promote, assign, reassign, schedule, reschedule, transfer, lay-off, train, retrain, suspend, demote, discipline for just cause, remove, dismiss, retain, or reinstate employees;
- (c) to devise, conduct and grade Civil Service examinations; rate candidates; establish eligibility lists from the examinations; and make original or promotional appointments from eligible lists;
- (d) to direct, supervise, manage the work force; to determine the efficiency and effectiveness of the work force; to determine the size, composition, and adequacy of the work force; to select the personnel by which Departmental operations shall be carried out; and to establish, continue, or change policies, practices, rules and regulations;
- (e) to maintain or increase the efficiency and/or effectiveness of Departmental services, to relieve employees from their duties because of lack of funds, lack of work, or in order to maintain or increase the efficiency and/or effectiveness of Departmental services; and to schedule overtime;
- (f) to take any action deemed necessary to carry out the functions, services, and programs of the Department in an emergency;
- (g) to determine the classifications, size and duties of the workforce, determine shifts and reasonable overtime requirements, assign allocated work to and between police stations, reorganize, discontinue or enlarge any departments, or portions thereof, and to otherwise carry out all ordinary and customary functions of management.

Notwithstanding Section 4117.08 of the Ohio Revised Code, the City is not required to bargain on any subjects - including, but not limited to, those enumerated above - reserved to and retained by the City under this Article.

Section 2 - BARGAINING RIGHTS

This Agreement expresses the complete understanding and agreement of the parties on all matters pertaining to or affecting wages and other compensation, working conditions of employment; and the parties hereto specifically waive any rights which either may have to require the other to bargain collectively with it during the life of this Agreement on any subject of collective bargaining whether or not written in this Agreement. Each party retains those rights inherent to or previously exercised by it except as specifically limited by this Agreement. It is acknowledged and agreed that during negotiations which resulted in this Agreement, the Union had the free and limited opportunity to make proposals and present demands relative to all proper proposals and present demands relative to all proper subjects of collective bargaining. Therefore, the Union agrees that, during the life of this Agreement, the City shall have no obligation to bargain collectively with respect to the exercise of any rights reserved and retained by it pursuant to either Section 4117.08(c) of the Revised Code or Section 1 of this Article.

Section 3 - RESERVATION of RIGHTS

The City specifically retains all its rights contained in Section 4117.08(c)(1)-(9).

Section 4 - JOINT RESPONSIBILITY

The F.O.P. and City agree that they have joint and absolute responsibility to provide uninterrupted and continuous police protection to the citizens of the City of Alliance.

Section 5 - RIGHTS RETAINED

The City shall retain as a management right the ability to establish rules and regulations for the Police Department, within its sole discretion. The City also retains the management right to conduct agility testing, psychological testing, drug testing, and other nondiscriminatory job related testing for Bargaining Unit members and to require such tests to be taken.

Section 6 - RULE COMPLIANCE

The Union agrees that its members will comply with all Police Department rules and regulations, including those related to conduct and work performance. It is specifically understood and agreed that the officers will cooperate with the rules and regulations as they relate to mandatory training. Officers who refuse mandatory training, or who arrive at mandatory training sessions early without cause, may be disciplined under the rules and regulations and in accordance with those rules and regulations.

Section 7 - DRUG SCREENING

- (a) Drug screening tests shall be part of the periodic physical examination given to officers to detect the use of illegal drugs or controlled chemical substances. In addition to the periodic physical examination, baseline testing may be administered once per year without prior notice. If the screening is positive, the employee may be ordered to undergo a confirmatory test which shall be administered by a medical laboratory qualified to administer such tests.
- (b) The Bargaining Unit member may have a second confirmatory test done at a lab of his choosing, at his expense, provided, however, such tests must be done by a laboratory testing all known drugs subject to abuse, having a sensitivity of at least sixty (60) per cent and a specificity of ninety-nine (99) per cent. This test shall be given the same weight as the two previous tests.
- (c) If both the screening and the confirmatory tests are positive, the City may require the Bargaining Unit member to participate in a rehabilitation or detoxification program which is covered by the Bargaining Unit member's health insurance program. A Bargaining Unit member who participates in a rehabilitation or

detoxification program shall be allowed to use sick leave, vacation leave, and personal days for the detoxification program. If no such leave credits are available, such Bargaining Unit member shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and retest that demonstrates the Bargaining Unit member is no longer using illegal drugs or abusing controlled substances, the Bargaining Unit member shall be returned to his position. Such Bargaining Unit member may be subject to periodic re-testing upon his return to his position for a period of one (1) year from the date of his return. Any Bargaining Unit member in the above mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.

- (d) If the Bargaining Unit member refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within one (1) year after his return to work upon completion of the program of rehabilitation, such Bargaining Unit member shall be subject to disciplinary action including removal from office. Except as otherwise provided herein, costs of all drug screening tests and confirmatory tests shall be borne by the City
- (e) For the purpose of this Article, "periodic" shall mean not more than one time per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use and a Bargaining Unit member may be tested more frequently during the one (1) year period after his return from a rehabilitation or detoxification program.
- (f) For the purposes of implementing the provisions of this Article, each Bargaining Unit member shall execute medical releases in order for the City to obtain the results of the physical examinations/drug screen testing provided for in this Article. Except as otherwise provided by state or federal law with regard to communicable diseases, or with the permission of the Bargaining Unit member, the releases referred to in this section shall authorize only the release of examination results and progress reports pertaining to the drug screening test results. No other medical finding may be released without the express written permission of the Bargaining Unit member.
- (g) If a Bargaining Unit member is indicted in connection with drug use or abuse, and is not disciplined or discharged by the employer, the Bargaining Unit member shall be placed on a leave of absence without pay until resolution of the court proceedings. A Bargaining Unit member may use accrued vacation or holiday time during such leave. A Bargaining Unit member found guilty by a court of competent jurisdiction shall be summarily discharged. A Bargaining Unit member found innocent of the charges shall be paid for all straight time hours and shall have any vacation or holiday time, which was used during such leave, restored to his credit. The Bargaining Unit member's health insurance premiums will be paid during the leave of absence.

Section 8 - QUARTERLY MEETINGS

In accordance with the purpose of this Agreement which is to promote harmonious relations between the City and the F.O.P. and the F.O.P. members, the City agrees to meet quarterly with the Labor Management Committee of the F.O.P. to discuss matters of interest and concern to members of the bargaining Unit. It is understood that such meetings are not bargaining sessions. The City shall have the right to accept or reject suggestions made by the Labor Committee at the City's sole discretion.

ARTICLE 6 - DISCIPLINARY ACTION

Section 1 - MANAGEMENT RIGHT

Without limitations upon right of discharge or discipline, provided in this Agreement, management shall have the right to discharge or suspend a Bargaining Unit member for just cause.

In the case of any offense for which an employee may be discharged, the City, in its discretion, may impose a lesser penalty, including but not limited to, suspension, reduction in pay or demotion.

Section 2 - NOTICE of DISCIPLINE

Written notices involving discipline shall state the specific actions of the violation, and the amount of discipline that may be imposed.

Section 3 - REPRESENTATION

When a Bargaining Unit member requests, he shall have the right at any time to have representation present for the purpose of resolving a dispute.

Section 4 - PROGRESSIVE DISCIPLINE

Management shall practice progressive discipline as defined in the rules and regulations, but management reserves the right to determine the step of the procedure applicable to an offense at which discipline begins and the amount of discipline at each step of the procedure, based upon the seriousness of the offense. Management practice of progressive discipline does not infringe upon its right to remove any Bargaining Unit member from the payroll on the first instance for a firing offense. The City's decision to administer a certain level of discipline for a particular offense is not to be relied upon as a binding practice applied to all similar circumstances. Any form of discipline for any matter will be considered for determining the next level of discipline of any subsequent offense.

ARTICLE 7 - GRIEVANCE and ARBITRATION PROCEDURE

Section 1 - GRIEVANCE PROCEDURE

A grievance is a complaint, dispute or controversy in which it is claimed that either party has failed in an obligation under this Agreement and which involves the meaning, interpretation or application of this Agreement. Both parties agree that all of the grievances shall be dealt with promptly and every effort shall be made to settle grievances as close to the source as possible. Should the City fail to comply with the time limits herein, the Union may appeal immediately to the next step. Should the Union fail to comply with the time limits herein, the grievance shall be considered abandoned. Time limits may be extended by mutual consent. A group grievance may be filed where more than one Bargaining Unit member is affected.

The word "day" shall mean calendar day, excluding Saturdays, Sundays, and legal holidays, for the purpose of this article. The following procedure shall be utilized when a grievance is initiated by a Bargaining Unit member, group of Bargaining Unit members, the Union, or the City:

Step 1: A grievance must be presented orally to the Bargaining Unit member's immediate supervisor within five (5) working days of the occurrence or within five (5) working days after the occurrence has become known to the Bargaining Unit member. The supervisor shall have five (5) working days following the presentation of the grievance to provide the Bargaining Unit member with a response.

Step 2: If the grievance is not settled at the first step, the Union or the Bargaining Unit member may reduce the grievance to writing. The written grievance must be presented to the Bargaining Unit member's shift, bureau, or department commander within five (5) working days after receipt of the Step 1 response. The commander must reply, in writing, within five (5) working days after receipt of the written grievance.

Step 3: If the grievance is not settled at Step 2, the Union or the Bargaining Unit member may appeal the grievance in writing to the Police Chief. Such appeal must be submitted within five (5) working days after receipt of the Step 2 response. The Police Chief, or his designee, shall reply in writing within five (5) days, after receipt of the appeal.

Step 4: If the grievance is not settled at Step 3, the Union or the Bargaining Unit member may appeal, in writing, to the Safety-Service Director. Such appeal must be submitted within five (5) working days after the receipt of the Step 3 response. The Safety-Service Director or his designee shall meet within fourteen (14) calendar days with the Union to attempt to resolve the grievance. The Safety-Service Director shall reply to the Union in writing within five (5) working days following such meeting.

Step 5: If the grievance is not resolved in Step 4, the Union may, within twenty-one (21) days of the decision of the Safety-Service Director, certify in writing to the other party its intent to submit the grievance to arbitration.

Section 2 - ARBITRATION

The parties shall have five (5) working days to select an arbitrator by mutual agreement. If such an agreement is not reached, request by either party can be made to the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators to both parties. When the list is received, either party may reject the list and request that the Federal Mediation and Conciliation Service supply a second list of seven (7) new names. The representatives of the parties shall alternatively strike names from the list until only one (1) name remains. The last remaining name shall be the arbitrator. A future hearing date must be selected within fourteen (14) days after the appointment of the arbitrator.

Section 3 - ARBITRATOR'S JURISDICTION

Jurisdiction of the arbitrator selected shall be limited to:

- (a) Adjudication of the issues which, under the express terms of this Agreement and any subsequent agreement which shall be entered into between the parties hereto, are subject to submission to arbitration; and
- (b) Interpretation of the specific terms of this Agreement which are applicable to the particular issue presented to the arbitrator; such jurisdiction shall not give the arbitrator authority to supplement or modify this Agreement by reference to any so-called practices or customs of any other police department; and
- (c) The rendition of a decision or an award which in no way modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement or conflicts with the provision of this Agreement; and
- (d) The rendition of a decision or an award which is not retroactive to a date preceding the date the grievance upon which the decision or award is based was first presented in writing; and
- (e) The rendition of a decision or an award which does not grant relief extending beyond the termination date of this Agreement, except as otherwise mutually agreed upon by the parties hereto; and

- (f) The rendition of a decision or award in writing which shall include a statement of the reason and grounds upon which the decision or award is based; and
- (g) The rendition of a decision or award based upon the evidence and arguments presented to the arbitrator by the respective parties in the presence of each other, and arguments presented in the written briefs of the parties; and
- (h) The rendition of a decision or award within thirty (30) days of the date of presentation of written briefs of the parties.

one arbitrator shall have more than one (1) grievance submitted to him, and under consideration by him, at any time, unless the parties hereto otherwise agree in writing. A grievance shall be deemed under consideration by the arbitrator until the arbitrator has rendered his decision and award in writing. Furthermore, the decision of the arbitrator within the limits herein described shall be final and binding upon the City, the F.O.P. and the employees selected, subject to judicial review.

expenses involved in the arbitration proceedings shall be equally shared between both parties. However, expenses related to the calling of witnesses, attorney fees, or any other similar expenses associated with such proceedings shall be borne by the party at whose request such witnesses are called, or attorneys employed.

provided in Section 4117.10(A), the Civil Service Commission shall have no jurisdiction to receive and determine any appeals relating to matters that are the subject of this final and binding grievance procedure.

ARTICLE 8 - NONDISCRIMINATION

as the condition of this Agreement, agreed to by both parties, to provide equal opportunity to all Bargaining Unit members and to prohibit any discrimination because of race, creed, color, sex, national origin, age or disability, or membership or non-membership in the Union. Nothing in this contract shall provide, however, any additional rights, privileges, recourse, or remedy other than those already provided by state and federal law.

ARTICLE 9 - SENIORITY and LEAVES OF ABSENCE

Section 1 - DEFINITION

Seniority shall accrue to all employees in accordance with the provisions of this Article. Seniority, as defined in Section 2 of this Article, will apply wherever employee seniority rights are established in the terms and conditions of this Agreement.

Section 2 - TYPES OF SENIORITY

Three (3) types of seniority are recognized:

- A) Departmental Seniority. Defined as the uninterrupted length of continuous service as a full-time employee in the employ of the City of Alliance, Police Department.
- B) Bargaining Unit Seniority. Defined as the uninterrupted length of continuous service with the Alliance Police Department (pursuant to Sections 3 and 4) as a full-time supervisor with the rank of Sergeant, Lieutenant, or Captain. Supervisory seniority shall not include temporary assignments or acting in a

supervisory capacity.

C) Rank Seniority. Defined as the uninterrupted length of continuous full-time service with the Alliance Police Department (pursuant to Sections 3 and 4 below) from the original date of appointment to the specific rank of Sergeant, Lieutenant, or Captain.

- 1) In the event a member is reduced from his present rank to a lower rank, rank seniority shall be determined by the original date of appointment to the lower rank and shall include any time spent in a higher rank.
- 2) In the event that a member is reinstated to a previously held rank, rank seniority shall be determined by the original date of appointment to the reinstated rank, unless the reduction in rank was due to disciplinary action. If the reduction in rank was due to disciplinary action, then the rank seniority in the higher rank shall be determined by the most recent date of appointment to the higher rank.

Section 3 - CONTINUOUS SERVICE (SENIORITY)

The following situations shall not constitute a break in continuous service (seniority):

- A) Absence while on approval leave of absence;
- B) Absence while on approved sick leave or disability leave;
- C) Military leave;
- D) A layoff of two (2) years duration or less where no displacement to a lower rank has occurred.

Section 4 - BREAKS in CONTINUOUS SERVICE

With the exception of any special circumstances referenced in Section 2 of this Article, the following situations constitute breaks in continuous service for which seniority is lost:

- A) Discharge or removal from the Bargaining Unit for just cause;
- B) Retirement;
- C) Layoff for more than two (2) years where no displacement to a lower rank has occurred;
- D) Failure to return to work within fourteen (14) calendar days of a recall from layoff;
- E) Failure to return to work at the expiration of leave of absence; and,
- F) A resignation.

Section 5 - PERSONAL and MEDICAL LEAVES

- A) Any Bargaining Unit member who believes he or she has a justifiable reason may apply for a personal leave of absence, with the approval of the Chief or Safety-service Director, not to exceed one (1) year. Such leaves shall be granted for good cause if the Bargaining Unit member's absence will not adversely affect efficient operation of the Police Department. However, no benefits shall accrue to the Bargaining Unit member while on such a leave for personal reasons.

Bargaining Unit members may be granted a leave due to medical disability to the Bargaining Unit member, Bargaining Unit member's spouse or child, in which case the Bargaining Unit member's hospitalization insurance will be maintained by the City. When on such leave due to medical disability, the Bargaining Unit member will continue to accrue seniority up to one (1) year for purposes of vacation and longevity which shall be applicable when the Bargaining Unit member returns to the City. No other benefits shall accrue.

ARTICLE 10 - FAMILY and MEDICAL LEAVE ACT

Any leave taken by an employee, whether paid or unpaid, for the following reasons shall be applied against the employee's entitlement to twelve (12) weeks of leave during the twelve (12) month period measuring backward from the first day of the leave.

The birth of a son or daughter or to care for a newborn child;

The placement with the employee of a son or daughter for adoption or foster care;

To care for the employee's spouse, son, daughter or parent with a serious health condition; and

Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

An employee must use vacation and may use accrued sick leave, if the leave qualifies for sick leave under the other provisions of the Collective Bargaining Agreement, before the leave of absence is without pay.

The requirements for coverage by the FMLA, the need for medical certification, advance notice for such leave where possible, the continuation of health insurance coverage, the definition of a serious medical condition and the right to reinstatement to a substantially equivalent position are set forth in the statutes and the City's policy.

ARTICLE 11 - LAYOFF and RECALL

Section 1 - LAYOFF NOTICE

When the Employer determines a layoff is necessary, the Employer shall notify the affected employees, in writing, at least five (5) calendar days in advance of the effective date of layoff. The Employer, upon written request from the F.O.P.-O.L.C., agrees to discuss with the representatives of the F.O.P.-O.L.C., the impact of the layoff on the Bargaining Unit employees.

Section 2 - ORDER of LAYOFF

When the Employer determines layoffs will occur affected employees will be laid off in accordance with their departmental seniority, with the least senior laid off first, providing that all student, temporary, part-time, seasonal, probationary and provisional employees are laid off first.

Section 3 - RECALL LIST

Bargaining Unit employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the classification to which they are recalled.

Section 4 - NOTICE of RECALL

Notice of recall shall be sent to the employee by registered mail, or personal service with receipt, with a copy to the F.O.P.-O.L.C.. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice, by registered mail, to the last mailing address of the employee.

Section 5 - REPORT from RECALL

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

Section 6 - CURRENT MAILING ADDRESS

The employee is required to maintain his current mailing address with the Employer.

ARTICLE 12 - DEADLY FORCE

Anytime a Bargaining Unit member uses deadly force, the rules and regulations of the City of Alliance's Police Department shall apply. Should the City decide to place the Bargaining Unit member on administrative leave pending investigation of the use of deadly force, the Bargaining Unit member shall continue to receive full pay and benefits during such leave, which are not to be deducted from any other benefit.

ARTICLE 13 - INTERNAL INVESTIGATIONS

Section 1

The use of polygraphs or Voice Stress Analyzers shall only be used as an investigative tool. The results of tests shall not be used as evidence against a Bargaining Unit member in administrative or criminal matters.

ARTICLE 14 - HEALTH and SAFETY

The Labor Management Committee will represent the F.O.P. in connection with any complaints concerning the safety of the Bargaining Unit members in the unit. It is the intention of the parties that the Labor Management Committee will work with the command officers of the safety forces including the Police Chief to eliminate unsafe working conditions.

ARTICLE 15 - LEGAL FEES

Section 1 - REIMBURSEMENT

All Bargaining Unit members shall be reimbursed for reasonable legal fees arising from civil lawsuits filed against such Bargaining Unit members which arise out of their duties as a police officer. This section applies only in the event that such employee is not covered by the City provided liability insurance.

Section 2 - SETTLEMENT

If City Council or the insurance company decides to settle and if the Bargaining Unit member refuses to abide by the settlement, the City has no obligation for subsequent legal fees.

ARTICLE 16 - WAGES and LONGEVITY

Section 1 - ANNUAL SALARIES

The regular hourly rates for command officers within this Bargaining Unit shall be:

	1-1-12
Captain II (more than 1 year in grade)	\$ 29.43
Captain I (less than 1 year in grade)	\$ 28.28
Lieutenant II (more than 1 year in grade)	\$ 26.70
Lieutenant I (less than 1 year in grade)	\$ 25.66
Sergeant II (more than 1 year in grade)	\$ 24.17
Sergeant I (less than 1 year in grade)	\$ 23.24

Section 2 - LONGEVITY

The following longevity compensation shall be paid in the second pay in June and the first pay in December of each contract year pursuant to the following schedule:

YEARS OF CONTINUOUS SERVICE COMPLETED	MONTHLY PAYMENT
	2012
4	\$ 30.00
10	\$ 70.00
15	\$ 90.00
20	\$ 110.00

The continuous service record of an eligible Bargaining Unit member shall be determined by computing the time actually spent in the employment of the City. Any Bargaining Unit member who has previous employment with a similar public agency shall be credited with his time spent in that employment. Similar public agency shall be defined as an agency in which the Bargaining Unit member's duties were similar to those of a police officer in the City of Alliance. The final interpretation of similarity shall be made, in his sole discretion, by the Chief of Police of the City of Alliance.

Section 3 - PARITY PAY

Bargaining Unit members covered by this Agreement who work in a higher classification must work in the higher classification for four (4) hours to receive the rate of pay of the higher classification. Upon attaining the four (4) hour minimum, the Bargaining Unit member shall receive compensation at the higher rate for all such time worked in that day. Parity Pay does not apply to a Shift Commander who works in a higher classification on the same assigned shift due to a senior ranking officer's regularly scheduled day off.

ARTICLE 17 - OVERTIME

Section 1 - PRESCRIPTION/PRIOR APPROVAL

In the event of an emergency, the Chief may prescribe reasonable periods of overtime to meet operational needs. If the Chief is not available, a command officer may authorize such overtime. However, when it is practical and possible to do so, all overtime shall be approved by the Safety-Service Director in advance. In any case, all overtime must be reported to and justified as required by the Chief of Police and/or the Safety-Service Director. Complete records of overtime of employees shall be maintained by the Department.

In the event that a Bargaining Unit member is required to attend training sessions beyond the normal work regime, prior approval must be received from the Chief of Police, before the officer shall be paid overtime.

Section 2 - OVERTIME RATE of PAY

Each Bargaining Unit member who is required to work more than eight (8) hours in one day or forty (40) hours in one week shall be paid at the rate determined by the following formula:

$$\text{Hourly Rate} \times 1.5 = \text{Overtime Rate per hour}$$

Overtime shall be computed on the basis of fifteen (15) minute increments with a minimum of fifteen (15) minutes in excess of the eight (8) hour day.

Section 3 - CALL IN OVERTIME

Overtime will be paid whenever a Bargaining Unit member is called in for duty while off duty, on his day off, on his vacation, or on compensatory time off. When a Bargaining Unit member is called in to work off duty, he should be paid for a minimum of four (4) hours overtime. This provision does not apply for appearance in Court or training sessions.

Section 4 - COURT TIME

Overtime will be paid for each appearance in court, grand jury, or pretrial conferences necessitated by the individual's performance of his duty. Four (4) hours of overtime will be the minimum allowance for each appearance and will be paid to those individuals who are required to appear when they are not normally scheduled to work. An employee is entitled only to one "four-hour minimum allowance" if court appearances occur on the same day and in the same court, and if those multiple appearances take less than four (4) hours. Upon receipt of notification to be "on-call" for a court appearance, the employee shall submit the notification to his designated supervisor so an attempt can be made to resolve the issue. In an event where the employee is subsequently required to be "on-call" for a court appearance the employee shall receive two (2) hours of overtime pay for each day required to be "on-call".

Section 5 - TRAVEL ALLOWANCE

A Bargaining Unit member shall be allowed the current rate paid to all City employees for the use of his automobile to attend any Court appearance, except in Alliance Municipal Court, or other City business, in addition to the

vertime pay, provided he is not reimbursed at any other source for his attendance.

Section 6 - TRAINING OVERTIME

Two hours of overtime will be the minimum allowance paid for each mandatory training session attended by a Bargaining Unit member when they are not normally scheduled to work.

Section 7 - COMPENSATORY TIME

Each Bargaining Unit member may, at his discretion, elect to take compensatory time off in lieu of compensation for any overtime worked, and compensatory time may be accumulated up to a total of 480 hours. Upon reaching the 30 hour limit, the Bargaining Unit member will either be paid for additional hours of overtime worked or may use some compensatory time in order to bring the compensatory time accumulated below the 480 hour limit provided in federal law.

Upon termination of employment, a Bargaining Unit member shall be paid for his compensatory time at the average regular rate received by such Bargaining Unit member during the last three years of the Bargaining Unit member's employment, or the final regular rate received by such Bargaining Unit member, whichever is higher. Such payments will be made in two equal installments thirty (30) days and one hundred eighty (180) days following the Bargaining Unit member's termination.

Section 8 - ROLL CALL PAY

Command Officers shall be compensated for reporting to duty fifteen (15) minutes prior to the start of each shift preparation for the daily roll call.

ARTICLE 18 - PAID LEGAL HOLIDAYS

Section 1 - LEGAL HOLIDAYS

Bargaining unit members shall receive their regular compensation for the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Christmas Day
Memorial Day	General Election Day
Independence Day	Personal Holiday

Section 2 - HOLIDAY WORKED/OFF PAY

When a Bargaining Unit member works on any "Paid Legal Holiday," he shall be paid an amount determined by the following formula:

$$\text{Hourly Rate} \times 2.5 \text{ (for all hours worked)} = \text{Holiday Pay}$$

When a Bargaining Unit member has a scheduled day off or is off on sick leave, bereavement leave, injury on duty leave, vacation leave, or paid administrative leave, the member shall be paid, in addition to his regular salary, an amount determined by the following formula:

$$\text{Hourly Rate} \times 8 = \text{Holiday Pay}$$

Section 3 - HOLIDAY LEAVE

When a Bargaining Unit member is scheduled to work but is granted holiday leave for a "Paid Legal Holiday," he

will receive no additional compensation beyond his regular compensation. Such holiday leave will only be granted with prior approval of the immediate supervisor.

Section 4 - HOLIDAY COMPENSATORY TIME

When a Bargaining Unit member has a scheduled day off on any "Paid Legal Holiday," he may, in lieu of receiving compensation for said "Paid Legal Holiday," accrue compensatory time using the same formula as above for an officer not working "Paid Legal Holiday," provided same is approved by the Police Chief or his designee.

Section 5 - HOLIDAY PAY REQUIREMENTS

If a Bargaining Unit member is scheduled to work on any such holiday, but fails to report and perform his scheduled or assigned work, he shall become ineligible to be paid for the un-worked holiday, unless he failed to perform such work because of sickness, injury, or because of a death in his immediate family.

It is further provided that said Bargaining Unit member shall have worked his last scheduled work day before and his first scheduled work day after said holiday, unless he has failed to work because of sickness, injury, or because of a death in his immediate family.

ARTICLE 19 - EDUCATION ALLOWANCE

Section 1 - QUALIFIED DEGREES

In order to encourage continuing professional education for Bargaining Unit members, eligible police officers shall receive an education pay allowance based upon the attainment of either of the following degrees and the allowance shall be as follows:

- (a) Associate Degree in Criminal Justice Studies - 3% of yearly base wage
- (b) Bachelor Degree in Criminal Justice Studies - 5.5% of yearly base wage

At the discretion of the Police Chief, this payment may be made for Bachelor and Associate Degrees earned in subjects related to police functions.

Section 2 - QUALIFIED GRADUATION DATE

The maximum allowance payable under this section shall be 5.5%. The above additional payment shall be paid on the second pay in June and the first pay in December and payment shall only be made to those qualified who have attained their degree at least five (5) days prior to the date of payment.

Section 3 - CONTINUING EDUCATION

Where there has been prior written approval by the Chief of Police, the City shall reimburse Bargaining Unit members, within thirty calendar days of grade submission, for all tuition, fees, and course mandated materials, including books, for job related continuing education programs. The determination of job relatedness will be made by the Chief of Police within his sole discretion.

Reimbursement shall be made according to the following schedule:

REIMBURSEMENT SCHEDULE

Bargaining Unit member earns a letter grade or equivalent of:	City pays this percentage of tuition, fees, mandated expenses:
A	100%

B	85%
C	75%
Below C	0

Reimbursement shall not exceed 3% of the Bargaining Unit member's annual base salary during any single calendar year.

ARTICLE 20 - UNIFORM ALLOWANCE

Section 1 - AMOUNT/TIME OF PAYMENT

A uniform allowance Twelve Hundred Dollars (\$1200) shall be paid to each Bargaining Unit member for each year of this Collective Bargaining Agreement. Each member shall receive the allowance in two payments of Six Hundred Dollars (\$600). The first payment shall be received by the member with the pay for the second pay period of the month in June. The second payment shall be received with the pay for the first pay period of December. A newly hired probationary patrolman shall receive the first two installments in advance.

Section 2 - RESTRICTIONS/REPLACEMENT

Bargaining Unit members shall not use the uniform for other than assigned or approved duties. Upon inspection by the Commanding Officer, if any Bargaining Unit member's uniform clothing or equipment is judged to be in need of replacement, the Bargaining Unit member shall be obligated to replace it. In order to assure the professional appearance of the Bargaining Unit members and in order to assure that they are properly equipped, the City shall conduct unannounced spot uniform and equipment inspections of the unit members.

Section 3 - ALLIANCE PD TURNOUT GEAR

The items listed below shall be issued and replaced by the City on an as-needed basis. All items listed shall conform to the Alliance Police Department Uniform policy.

- | | |
|--------------------------------------|---|
| Trouser Belt | Duty Hat |
| Duty Belt | Rechargeable Flashlight or Tactical Light |
| Keepers | Gun Holster |
| Handcuff Case (2) | Taser Holster |
| OC Holder | Handcuffs (2) |
| Lapel Mic Strap | Magazine Case (Double or Single Stack) |
| Pager Holder | Portable Radio Holder |
| Flashlight Holder | Latex Gloves Pouch |
| ASP Baton | Silent Key Holder |
| Winter/Summer Combination Jacket (1) | ASP Holder |
| One (1) Pair Winter Duty Boots | Body Armor* |
| Winter Gloves (1 pair) | Riot Helmet w/Faceshield** |
| Multi-Use (Cut Resistant) Gloves | Gas Mask w/Holder*** |
| Winter Hat | Reflective Traffic Vest |
| Raincoat | |

The City shall reimburse the Bargaining Unit member up to Seventy Five (\$75.00) Dollars for the cost of a turnout gear bag purchased from The Red Diamond Supply Company.

Up to \$700.00. Replaced at Manufacturer's Warranty. Body Armor may be up to threat level III A.

** Shall be issued if available.

Section 3 – PRACTICE AMMUNITION

The Employer shall provide to each Bargaining Unit member upon their request fifty (50) rounds of ammunition per month for their duty weapon for the purpose of maintaining firearms proficiency, to be used at the Alliance Police Range.

ARTICLE 21 - REIMBURSEMENT OF DAMAGES

Section 1 - PERSONAL ITEMS/EQUIPMENT

If performing his duty as a police officer, a Bargaining Unit member should suffer damage to any personal items, uniform or clothing reasonably necessary in the performance of his duty, a proof of loss shall be submitted to the Chief of Police. If approved the Bargaining Unit member shall be reimbursed for said damages up to a maximum of \$500 per incident. The City shall be entitled to the right of subrogation.

Section 2 - PERSONAL WEAPON

If in performing his duty as a police officer, a Bargaining Unit member should damage his weapon which he has purchased at his own expense, the City will reimburse the Bargaining Unit member for repair of his weapon up to a maximum of Eight Hundred Dollars (\$800) per incident. If the weapon is damaged beyond repair, the City will reimburse the Bargaining Unit member up to a maximum of Eight Hundred Dollars (\$800) and this payment may be made only once during the term of this contract. The weapons in question shall be available for inspection and shall be properly maintained by the Bargaining Unit members. The City shall be entitled to the right of subrogation.

ARTICLE 22 - HAZARD DUTY PAY

All Bargaining Unit members shall receive an annual hazardous duty pay of three hundred (\$300) per year payable to said Bargaining Unit members on the first pay in December. An employee who has not been employed for the full year shall be paid on a pro-rated basis.

ARTICLE 23 - HEALTH INSURANCE BENEFIT

Section 1 - HEALTH CARE PLAN:

The City shall maintain a health insurance package as close to the current insurance package as practical for Bargaining Unit members and their families until, **December 31, 2012**. The City retains the right to change the carrier or network but not reduce the benefit levels during the term of this Agreement. The terms of the insuring plan are controlling.

The City shall maintain, and pay the full premium for the current Guardian Dental Insurance package for Bargaining Unit members and their families during the term of this Agreement. The City retains the right to change the carrier or network, but not to reduce benefit levels during the term of this Agreement. Current benefit levels are outlined in Exhibit A attached to this Agreement.

Section 2 - OTHER INSURANCE:

The City will maintain the Bargaining Unit members' life insurance benefit and liability insurance at the same levels as currently exist for the term of the Agreement. The City retains the right to change carriers but

I not reduce the benefit levels during the term of this Agreement. The life insurance benefit shall be intained at \$25,000.00 at the Employer's cost.

ction 3 - HEALTH CLUB BENEFIT:

Bargaining Unit members shall receive the cost of a Health Club Membership (not to exceed the Alliance ACA Single Adult Membership and Nautilus fees); provided the member uses the membership at least y-two (52) times per year. If the Bargaining Unit member does not meet the minimum requirement, the mber shall lose the benefit for the remainder of this Agreement.

ction 4 - MAJOR MEDICAL/HOSPITALIZATION/PRESCRIPTION:

The Employer will provide a comprehensive Major Medical/Prescription plan that includes the following vered changes. Said changes became effective **August 1, 2009** and the Employer shall continue coverage these benefit levels until **December 31, 2012**. The coverage(s) shall have non-integrated deductibles, NETWORK and NON-NETWORK.

MAJOR MEDICAL/HOSPITALIZATION/PRESCRIPTION COVERAGES		
AULTCARE or A NETWORK WITH EQUIVALENT COVERAGE		
ITEM	NETWORK	NON-NETWORK
Deductibles	Individual \$300 Family \$600	Individual \$600 Family \$1200
Maximum Out-of-Pocket Coinsurance Amount per Calendar year	Individual \$600 Family \$1200	Individual \$1200 Family \$2400
Hospital Expense	90%	70% of R&C
Outpatient Services	90%	70% of R&C
Physician Services (e.g. Office Visits)	\$20 Co-Pay	70% After Deductible

The deductibles above are non-integrated with Network and Non-Network Benefits.

	RETAIL 30 Day Supply	MAIL ORDER 90 Day Supply
Prescription Drugs		
Generic	Co-Pay = \$10	Co-Pay = \$27
Preferred Brand or Formulary	Co-Pay = \$20	Co-Pay = \$48
Non-Preferred Brand or Non-Formulary	Co-Pay = \$30	Co-Pay = \$75

ction 5 - FULLY INSURED COVERAGE LEVELS CITY-WIDE:

the employer can obtain, during the course of this Agreement, by bid process, coverage levels in excess of ose listed above at a more cost effective level City-Wide the Employer will have the option to purchase id insurance package. The Employer would then apply said coverages City Wide. The option to accept and/or reject any competitive bid(s) in regard to Health Insurance remains a retained Management Right of ie City of Alliance.

ction 6 - TERM OF COVERAGE

The parties agree that the coverages listed in Sections 1 through 6 preceding shall remain in effect until December 31, 2011.

Section 7 - EMPLOYEE CONTRIBUTION

Bargaining Unit employees shall contribute per pay period, via payroll deduction, the following amounts for the coverage listed:

Family Coverage	\$40.00 effective January 1, 2012
Employee plus one	\$35.00 effective January 1, 2012
Single Coverage	\$30.00 effective January 1, 2012

“Employee plus one” means Employee/Spouse or Employee/Dependent coverage. The Employer agrees to establish a Section 125 plan in order to make said deductions pre-tax.

Section 8 - SPOUSAL COVERAGE

- A) If an employee's spouse is eligible for insurance coverage under a retirement system's plan or is eligible for coverage through his or her Employer's medical, dental or other insurance plan, based upon the employee's spouse working an average of twenty-five (25) or more hours per week as per HIPPA Standards and the employee's spouse is not required to contribute more than fifty percent (50%) of the single employee insurance premium, then primary coverage must be carried with the primary Employer of each spouse to be eligible for medical coverage under the City of Alliance's health care plan. Eligible dependents for which the City of Alliance has a formal, legal responsibility for the primary medical insurance coverage will continue to be eligible under the City of Alliance medical plan.
- B) The employee must notify the Plan Administrator immediately in writing of the commencement of such group health insurance coverage for the spouse and other dependents. The Employer reserves the right to verify this information at any time.
- C) Under this provision, the Employer reserves the right to pay spousal and covered dependent medical claims as a secondary payer, but not as the primary payer based on items A and B above.
- D) Implementation is required at the spouse's next earliest open enrollment period.
- E) It shall be the employee's responsibility to notify the Employer of any change in spousal coverage or any qualifying event in regard to coverage.

ARTICLE 24 – PENSION PICKUP

Section 1 - CITY PAYMENT

Commencing July 28, 1985, with respect to each Bargaining Unit member covered hereby, the City shall "pick-up," assume, and pay the full amount of the statutorily required contribution of the employees who are members of the Police and Firemen's Disability and Pension of Ohio (PFDPF) to the PFDPF. This "pick-up" is and shall be in lieu of contributions to the PFDPF, and the extent thereof, each Bargaining Unit member's salary shall be reduced. This

"pick-up" by the City of PFDPF contribution shall be mandatory and no employee subject to this "pick-up" shall have the option of choosing to receive the statutorily required contribution to the PFDPF.

Section 2 - NONTAXABLE WAGES

The parties hereto intend that this pension pick-up qualify under Section 414 (h) (2) of the Internal Revenue Code of 1954 so that the amounts contributed there under shall not constitute taxable wages for Federal and State of Ohio income tax purposes.

ARTICLE 25 - STANDBY TIME

When a Bargaining Unit member is assigned by the Chief or his designee to stand by to respond to duty, that Bargaining Unit member shall accumulate one hour of compensatory time for every eight hours of assigned standby duty. A minimum of one (1) hour of compensatory time shall be granted with any standby assignment. During each standby status, the officer shall be free to conduct his own activities, unrestricted by the City, but he shall be required to be available to be contacted by the City.

ARTICLE 26 - VACATIONS

Section 1 - AMOUNT

Each Bargaining Unit member shall be allowed vacation leave with pay in accordance with his length of service on his anniversary date of his employment according to the following schedule:

- (a) Ten (10) work days per year after the completion of one (1) full year of employment.
- (b) Fifteen (15) work days per year after the completion of five (5) full years of employment.
- (c) Twenty (20) work days per year after the completion of ten (10) years of employment.
- (d) Twenty-five (25) work days per year after the completion of fifteen (15) years of employment.
- (e) Thirty (30) work days per year after the completion of twenty (20) years of employment.

Section 2 - TERMINATION PRORATED

Each Bargaining Unit member who leaves the employ of the City for any reason will receive vacation pay for any vacation that he may have been eligible to receive if not already taken at the time of his termination on a prorated basis.

Section 3 - USE for SICKNESS

Absence on account of sickness, injury or disability in excess of that hereinafter authorized for such purpose, may at the request of the employee and within the discretion of the Chief of Police, be charged against vacation leave allowance.

Section 4 - SENIORITY

The Department shall keep records of vacation leave allowance and shall schedule vacation leave with particular regard to the seniority of employees but also to accord with operation requirements.

Section 5 - REGULAR RATE of PAY

During the vacation period herein provided for, the Bargaining Unit member shall be entitled to full pay for such period at the regular rate of compensation provided. No vacation benefits shall be paid on any other basis.

Section 6 - SALE of UNUSED VACATION

After six full years of service, a Bargaining Unit member may sell, each year, up to five days of vacation time back to the City. After ten full years of service, that number shall be increased to eight days. After seventeen full years of service, that number shall be increased to ten days. Also, after seventeen years of service, a Bargaining Unit member may bank up to fifteen days of vacation per year to be paid at retirement, up to a maximum of sixty days.

Section 7 - RESTRICTION of AMOUNT

No Bargaining Unit member will be granted, in a calendar year, more than the eligible amount of accrual of vacation set out in Section 1, except when the Bargaining Unit member retires or terminates his service with the City.

Section 8 - INDIVIDUAL VACATION DAYS

A Bargaining Unit member, upon request to the immediate supervisor, may elect to use his vacation days individually. The discretion of the supervisor will determine the adequate staffing for the efficiency of the shifts operations. Said requests will not be unreasonably denied.

Section 9 - VACATION CARRYOVER

Up to 120 hours of vacation may be carried over to the following year, with the approval of the Chief or his designee, provided that circumstances throughout the year make such carryover necessary.

ARTICLE 27 - SICK LEAVE

Section 1 - DEFINITION and RATE

Each full time Bargaining Unit member shall be entitled, for each completed eighty (80) hours of service, to 4.6 hours of sick leave credit. Bargaining Unit members may use sick leave upon approval of the responsible administrative officer for absence due to illness, injury, diagnosed stress, exposure to contagious disease which could be communicated to other employees, and to illness in the Bargaining Unit member's immediate family, i.e. spouse, children, parents, stepchildren living in the home, mother-in-law or father-in-law. In an emergency, the shift commander may give approval, subject to approval of the Chief of Police, for sick leave for other family members.

Section 2 - STATEMENTS/CERTIFICATES

The appointing authority of the Bargaining Unit member shall require a Bargaining Unit member to furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required or if absence due to illness is for four (4) days, a certificate stating the nature of the illness from a licensed physician shall be required 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.

Notwithstanding any of the foregoing, if a Bargaining Unit member has three or more incidents of absence in any sixty (60)-day period, the City may require a physician's certificate for any absence in the next ninety (90) days, regardless of the length of such absence.

Section 3 - ACCUMULATION/DEDUCTIONS

Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the Bargaining Unit member's credit on the basis of one hour for every hour of absence from previously scheduled work. The previously accumulated sick leave of any Bargaining Unit member who has been separated from the City

ice may be placed to his credit upon his re-employment in the City service.

Section 4 - HOLIDAY PAY DURING SICK LEAVE

When one or more of the "Paid Legal Holidays" set forth in Article 16 occurs while a Bargaining Unit member is on approved sick leave, said bargaining unit members shall have such "Paid Legal Holiday" as provided for in Article

Section 5 - PAYMENT at RETIREMENT

Bargaining unit members who retire according to the rules and regulations established by the applicable retirement board, shall be compensated in a lump sum for unused sick leave as follows:

- (a) All accrued sick leave hours up to a maximum of 960 hours; and
- (b) Twenty-five percent (25%) of all remaining sick leave hours up to a maximum of 600 hours (up to one hundred fifty (150) hours at the current rate of pay).

The lump sum payment shall be calculated on the basis of the bargaining unit member's annual wage on retirement divided by 2,080 multiplied by the number of sick leave hours for which he/she is to be paid. Such lump sum payment is to be made in full on within 30 days of retirement.

Section 6 - DEATH/ELECTIVE SURGERY

The death of a bargaining unit member shall be treated as a retirement for the purpose of payment of sick leave lump sum amounts.

Any sick leave taken for elective surgery or any sick leave improperly used in the three-month period immediately preceding retirement shall be deducted hour-for-hour from the maximum sick leave payable upon retirement.

Section 7 - LUMP SUM RESTRICTED

Any bargaining unit member who has retired and received the lump sum payment for unused sick leave provided in Section 5 shall not, upon re-employment by the City, again be eligible for the lump sum payment therein provided.

Section 8 - ABSENCE WITHOUT LEAVE

Any bargaining unit member who is absent from duty shall report the reason therefore to his supervisor prior to the date of absence when possible and in no case later than the second day of absence. All unauthorized and unreported absences shall be considered absence without leave and deduction of pay shall be made for the period of absence. Frequent absences may be grounds for disciplinary action.

Section 9 - PERFECT ATTENDANCE BONUS

Bargaining unit members shall be granted eight (8) hours of accumulative time off or, in addition to his or her regular pay, eight (8) hours of compensation in pay, for every six (6) months of prior perfect attendance. Any applications made for leave requests due to injury on duty, death in immediate family, or the Family and Medical Leave Act shall not be considered as a break in the six (6) month period. However, if the application is denied, any accumulative time off granted under this section may be deducted from accumulated sick leave. Any pattern of excused absences incurred within one month of earning the perfect attendance bonus may result in disciplinary action.

Section 10 - PERSONAL LEAVE

Bargaining unit members may use two (2), eight (8) consecutive hour, increments of sick leave as personal leave

within a calendar year. Except for emergencies or when the Chief of Police or Safety-Service Director waives such requirement, forty-eight (48) hours notice shall be given for a personal leave request. A personal leave request form must be submitted to Management within said time limit. Paid Legal Holidays shall be excluded from use as personal paid leave.

Section 11 - PAYMENT PRIOR to RETIREMENT

- a) An employee who has qualified for a service pension under the rules of the Police and Fireman's Disability and Pension Fund by reason of age and length of service, and has accumulated a sick leave balance, may elect to cash out accrued sick time in three equal and annual payments in accordance with Article 23, Section 5. These payments shall be based on the employee's rate of pay at the time of each payment. The eligible employee must notify the Chief of Police and the City Auditor of this election at least thirty (30) days prior to each distribution of funds. All hours paid under this provision shall be deducted from the payment of accrued sick leave as provided under this Agreement. Any remaining sick leave credit may be used until the employee's retirement date at which time all remaining sick leave balance shall be deemed exhausted and no further sick leave payment will be allowed. Funds paid to the employee on an annual cash-out basis may be rolled over into an employee's deferred compensation account as allowed by plan rule or paid in cash as requested by the employee.
- b) If the employee's separation from employment occurs for any reason other than those provided for under Section 5 and 6 above, the employee shall reimburse the Employer for all monies received under this section within thirty (30) days. The employee authorizes the Employer to withhold any compensation or monies owed to the Employer paid under this section.

ARTICLE 28 - INJURY on DUTY

Section 1 - RESTRICTIONS

- (a) The Safety-Service Director shall pay a bargaining unit member who may be injured or disabled while in the discharge of his duties, his full regular salary (subject to Section (b) below) for a period of six (6) months, or such part thereof, as the disability may continue. Such disabled or injured bargaining unit member shall perform duties within the Police Department other than his regular duties, if he is physically able to do so.
- (b) Commencing with the date the injury is incurred, the bargaining unit member shall be paid from accrued sick leave. If the bargaining unit member is not able to return to work due to injury, on the eighth (8th) day of injury, payment shall commence from I.O.D. pay. If the individual is not able to return to work on the fourteenth (14th) day of injury, the sick time for the first seven (7) days shall be restored. If a bargaining unit member has not accumulated forty (40) hours of sick leave, and if his disability ends in fewer than fourteen (14) calendar days, he shall be paid sick leave during the first week of disability; however, the payment for that week shall be charged against his future accrual of sick leave.
- (c) If any bargaining unit member shall be entitled to receive benefits or payments from the Policemen's Pension Fund or the Public Employees Retirement System, the foregoing provisions of this Article shall not be effective.
- (d) Sections (a) and (b) above shall not be effective unless the injury is of such severity as to require medical care. A request for I.O.D. pay shall be made in writing on a form provided by the Police Chief, unless a bargaining unit member is unable to physically do so. The bargaining unit member shall be required to provide a physician's statement verifying the injury. He shall further be required to furnish a physician's

statement which verifies his capability to return to normal or light duty.

(c) The Safety-Service Director may, from time to time, require a medical report on a form prescribed by the Director from the bargaining unit member's attending physician verifying the disability.

(f) Each bargaining unit member shall be entitled to a six (6) month period per injury on duty. If a bargaining unit member returns to work for any reason other than light duty, the balance of the six (6) months related to that specific injury shall be held in reserve for future aggravation or reoccurrence of that injury.

(g) I.O.D. time will be deducted from an employee's available Family and Medical Leave Act time, if the injury qualifies as a serious medical condition.

Section 2 - LIGHT DUTY/REOCCURRENCE

(a) If a bargaining unit member returns to light duty, the light duty shall not be counted against the six (6) months injury time.

(b) Paragraph (b) of Section 1 will not apply in the event of aggravation or reoccurrence.

ARTICLE 29 - BEREAVEMENT LEAVE

Section 1 - DEFINITION

Each bargaining unit member shall be entitled to a maximum of four (4) days Bereavement Leave for a death occurring to any of the following members of the bargaining unit member's family: wife, husband, children or stepchildren, parents or step-parents, brother, sister, mother-in-law, father-in-law, grandfather, grandmother, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and grandparents of spouse. Each bargaining unit member shall be entitled to one (1) day of bereavement leave for the death of an aunt or an uncle.

Section 2 - REGULAR WORKING DAYS

Four (4) days off for Bereavement Leave shall be paid if the bargaining unit member has accumulated sick leave at the regular rate of pay and shall be regular working days; however, these days will be deducted from the officer's accumulated sick leave.

Section 3 - ADDITIONAL LEAVE

The four (4) days Bereavement Leave is to be expandable by arrangement with the Chief of Police when four (4) days is not sufficient for the bargaining unit member to handle the arrangements, affairs, or other problems caused by the death of the family member. If there is any question about the need for the extra Bereavement Leave, the bargaining unit member agrees to provide the Chief of Police with the information sufficient for him to make a determination concerning the need for such extended Bereavement Leave. If the death in the immediate family requires the bargaining unit member to travel more than four hundred (400) miles, either the Chief of Police or the Safety-Service Director may, at the request of the bargaining unit member, allow up to two (2) additional work days as Bereavement Leave.

ARTICLE 30 - MATERNITY LEAVE

Maternity leave of absence will be granted for maternity upon request. Such request must be presented in writing to the Chief of Police, setting forth a date the leave is to commence, as soon as that can be determined by the bargaining unit member and the member's physician. Return to work will be as permitted by a signed release by the bargaining unit member's physician.

ARTICLE 31 - RESIDENCY

Those Bargaining Unit members employed as police officers in the Alliance Police Department must maintain their residence in Stark County or any contiguous county.

ARTICLE 32 - INCOMPATIBLE EMPLOYMENT

No bargaining unit member shall engage in an occupation or outside activity which is incompatible with his employment for the City. A bargaining unit member engaged in an occupation or outside activity for compensation shall inform the Chief of Police of the time required and nature of such activity in writing, and the Chief of Police shall determine whether or not such activity is compatible with City employment.

ARTICLE 33 - HEADINGS

It is agreed that the use of headings before Articles or Sections is for the convenience of the parties only and that no heading shall be used in the interpretation of any Article or Section.

ARTICLE 34 - PERSONNEL FILES

Section 1 – PERSONNEL FILES (GENERAL)

Personnel files are considered public records as defined in the Ohio Revised Code. Bargaining unit members shall have access to their records including training, attendance and payroll records, as well as those records maintained as personnel file records, excluded from such access and the definition of public records are internal investigation files.

Section 2 – EMPLOYEE REVIEW OF PERSONNEL FILES

Every Bargaining Unit member shall be allowed to review the contents of his personnel file at all reasonable times, except that any Bargaining Unit member involved in a grievance or disciplinary matter shall have access at any reasonable time in order to prepare adequately for such process. Memoranda clarifying and explaining the alleged inaccuracies of any document in said file may be added to the file by the Bargaining Unit member.

Section 3 – DISCIPLINARY ENTRIES

All entries of a disciplinary or adverse nature shall be maintained solely in the appropriate personnel file. The affected Bargaining Unit member shall be notified of any such entry and shall be afforded a copy of the entry and an opportunity to attach a dissenting statement.

Section 4 – WIPE-OUT PERIODS

Records of written warning shall cease to have force and effect for determining the degree of discipline or for subsequent disciplinary actions twelve (12) months from the date of issuance barring reoccurrence of the same incident. Records of written reprimand shall cease to have force and effect for determining the degree of discipline or subsequent disciplinary actions eighteen (18) months from the date of issuance barring reoccurrence of the same incident. Any other record of discipline of any kind shall cease to have force and effect for determining the degree of discipline for subsequent disciplinary actions twenty-four (24) months from the date of issuance barring reoccurrence of the same incident. Once a record of discipline ceases to have force and effect for the purpose of determining a degree of discipline, the file record shall be removed from the officer's personnel file.

Section 5 – CIVILIAN REVIEW(S)

When a personnel file has been requested, by anyone, the City will inform the Bargaining Unit member as to who

requested the file. The Bargaining Unit member will be informed in writing. The writing will be on a form created by the City. Each form will be filled out by the person who has requested the personnel file. The form will have the name and address and prior to the personnel file being seen by that person, that person must present proof of identity to the City, i.e. Ohio driver's license or State I.D.

ARTICLE 35 - SEPARABILITY

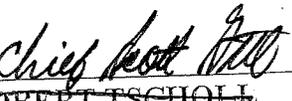
This Agreement is subject to the law of the State of Ohio, with respect to the power, rights, duties and obligation of the City, the Union, and the employees in the Bargaining Unit; and in the event that any provisions of the Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decision no appeals have been taken within the time provided thereof, such provisions shall be void and inoperative. However, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

ARTICLE 36 - TERM OF AGREEMENT

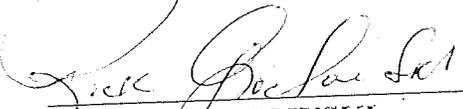
This Agreement shall be effective for the period of **January 1, 2012** through **December 31, 2012** and shall continue from year to year thereafter unless written notice of a desire to modify or terminate this Agreement is served by either party upon the other and upon the State Employment Relations Board not less than sixty (60) days prior to the expiration date.

For the Employer:
Signed 10 MAY, 2012


JOHN GROSS, DIRECTOR
PUBLIC SAFETY and SERVICE


ROBERT TSCHOLL
LABOR COUNSEL
Chief of Police

For the Union:
Signed 5-10, 2012


RICK GROCHOWSKI
FRATERNAL ORDER OF POLICE/
OHIO LABOR COUNCIL


POLICE SUPERVISORS
OFFICER REPRESENTATIVE

EXHIBIT A - CITY of ALLIANCE DENTAL PLAN COVERAGE(S)
as of JANUARY 1, 2012

ITEM	CURRENT COVERAGE(S)
YEARLY MAXIMUM	\$1,000 PER PERSON
ANNUAL DEDUCTIBLE	\$50 SINGLE \$150 FAMILY
PREVENTIVE SERVICES	100%
BASIC SERVICES	80% AFTER DEDUCTIBLE
MAJOR SERVICES	50% AFTER DEDUCTIBLE
ORTHODONTIA SERVICES (STRAIGHTENING OF TEETH)	COVERS DEPENDENT CHILDREN UNDER AGE 18 COINSURANCE 50% TO A LIFETIME MAXIMUM OF \$1,000
WAITING PERIOD	NONE

PREVENTIVE SERVICES 100%

1. EMERGENCY TREATMENT
2. ORAL EXAMINATIONS
3. BITE WING X-RAYS
4. TEETH CLEANINGS (ONE TIME EVERY 6 MONTHS)
5. FLUORIDE TREATMENTS FOR CHILDREN UNDER AGE 14
6. TOPICAL SEALANT and SPACE MAINTAINERS for CHILDREN UNDER AGE 6

BASIC SERVICES 80%

1. FILLINGS – AMLAGAM, SILICATE and ACRYLIC
2. PERIODONTIC SERVICES
3. ENDODONTICS (ROOT CANAL)
4. ORAL SURGERY

MAJOR SERVICES 50%

1. GOLD/PORCELAIN FILLINGS
2. CROWNS
3. INSTALLATION of BRIDGEWORK And CROWNS

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	}	Case No(s): 11-MED-10-1496
EMPLOYEE ORGANIZATION,	}	(Sergeants and above)
	}	
and,	}	
	}	
CITY OF ALLIANCE,	}	
EMPLOYER.	}	
	}	
	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

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

Respectfully Submitted,



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

cc: Mr. Toni Middleton
mayor@allianceoh.gov