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CONTRACT BETWEEN

THE CITY OF MIDDLETOWN

AND

F.O.P. – LODGE #36

(SERGEANTS AND LIEUTENANTS BARGAINING UNIT)

November 1, 2012 – October 31, 2015

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This Contract, made and entered into at Middletown, Ohio, by and between the City of Middletown, a Municipal Corporation, as Municipal Employer, hereinafter referred to as "City", and Lodge #36 Fraternal Order of Police, as the representative of Sergeants and Lieutenants who are employed by the City of Middletown in the Police Division, hereinafter referred to as "Lodge #36";

Both of the parties to this Contract are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between them and to enter into an agreement specifying rates of pay, hours of work, and conditions of employment; and

The parties to this contract agree that, where the contract deals with a particular subject, the contract takes precedence over sections of Ohio law, City ordinances, administrative regulations, and rules of the Chief of Police, unless specifically prohibited by Ohio law, court decision, or a decision by the State Employment Relations Board.

Where this contract does not speak to a particular subject, then the relevant section of Ohio law, City ordinance, Administrative Regulations or the rules of the Chief of Police shall prevail.

ARTICLE I – CONSIDERATION

A. Nondiscrimination. The parties agree that their respective policies will not violate the rights or discriminate against any Sergeant or Lieutenant covered by this Contract because of sex, creed, color, age, national origin, association, affiliation, or non-association or in the application or interpretations of the provisions of the Contract.

B. No Verbal Statement. The following constitutes an entire Contract between the parties; no verbal statement shall supersede any of its provisions.

C. Compliance with Terms. It is agreed that all expenditures or compensation to be paid to Sergeants and Lieutenants in accordance with this Contract must first meet the requirements and procedures required by law under the provisions of the Ohio Statutes.

ARTICLE II – RECOGNITION

The City recognizes Lodge #36 as the exclusive representative for all Sergeants and Lieutenants of the Police Division, as defined in this paragraph, for the purpose of collective bargaining with the City on questions concerning wages, hours and other conditions of employment. The bargaining unit shall include all persons employed in the rank of Sergeant or Lieutenant. Members of the bargaining unit are referred to hereinafter as "Members".

ARTICLE III – LODGE #36 ACTIVITIES

A. Lodge Negotiating Committee. Lodge #36 shall advise the City of the names of its negotiators. The number of negotiators designated for the bargaining unit of Patrol Officers and the bargaining unit of Sergeants and Lieutenants shall not exceed a total of seven (7). Five (5) representatives of the total of seven (7) shall be paid regular salary for time spent in negotiations during regular working hours; no payment will be made for negotiating time outside the representatives' normal workday. No more than three (3) representatives shall come from any one platoon or other subsection of the Police Division.

The name(s) of the duly chosen representatives of the bargaining unit shall be submitted to the City Manager or his designee and Police Chief sufficiently in advance of regularly scheduled bargaining meetings, so as to permit scheduling for continuity of operations within the department.

B. Union Activity. Lodge #36 shall have up to a total of 400 hours of Union business leave per agreement year, with full pay for the Union President and/or his designees to participate in conventions, pension business, educational conferences, grievance handling and to attend to the normal operating functions of the Union, excluding contract negotiations. The participation of more than two (2) members in the above activities under the provisions of this paragraph shall be subject to approval by the Chief of Police. Sufficient time off with pay will be deducted from the total hours so stated above on an hour for hour basis. Notice of five (5) working days will be given the Chief of Police for the use of this time. There shall neither be a carryover nor an accumulation of unused leave to the next agreement year. Necessary contacts between the President and bargaining unit members shall be made during non-productive and off time where possible. In the event this is not reasonable, time may be deducted on an hour for hour basis from the total hours consistent with the policy above. No compensation shall be paid for any Union business conducted on their own time or days off. This does not pertain to private discussion between officers.

C. Bulletin Boards. The City shall provide bulletin board space for Lodge #36 use in the Day Room. Material posted thereon shall be the responsibility of the Lodge and shall relate only to Lodge meetings, elections, social events, reports of Committees or the Lodge Board of Directors and decisions affecting the Lodge or member(s) in the bargaining unit. Material placed on the bulletin board shall not contain anything political or controversial, or anything reflecting upon the City, any of its members or officers, or any labor organization among its members, and no material, notices or announcements which violate the provisions of this section shall be posted.

The City shall permit Lodge #36, by its officers, to use interdepartmental mail and telephone (local calls only) for union business. Lodge #36 shall have access to telephone (long distance calls), postal mail, reproduction equipment, and facsimile equipment; however, the actual costs of use of said equipment shall be paid by Lodge #36. The use of telephones, reproduction equipment and facsimile equipment by Lodge #36 shall be subject to availability.

D. Dues Deductions. The City agrees to deduct from the wages of any Sergeant or Lieutenant, who is a member of Lodge #36, all Lodge #36 periodic dues, initiation fees, and assessments uniformly required of members on presentation of a written deduction authorization by such member. Lodge #36 will notify the City from time to time with respect to the dues and charges and its current membership. Further, the Lodge agrees to save the City harmless in the event of any legal controversy with regard to the application of this provision. Nothing in this section shall be construed to require any member of the bargaining unit to become a member of Lodge #36.

E. As of November 1, 1989, all members in the bargaining unit who are not members in good standing of Lodge #36 shall pay a fair share fee to Lodge #36. All members in the bargaining unit hired after November 1, 1989, who do not become members in good standing of Lodge #36, shall pay a fair share fee to Lodge #36 effective upon the member's date of hire. Lodge #36, by its treasurer, shall certify to the City the fair share amount within ten days of the date of execution of this Agreement. Such amount shall remain in effect until such time that a new amount is certified to the City by the treasurer. The fair share amount shall not exceed dues paid by members of Lodge #36. The amount of said fair share shall be deducted from the wages of such member without the requirement of a written authorization for such payroll deduction and shall be paid to Lodge #36 in the same manner as dues deductions provided for in Section D hereof.

F. There shall be two (2) members from the Division of Police appointed to the city-wide Safety Committee. One shall be designated by the Chief of Police; the other shall be designated by the President of Lodge #36.

ARTICLE IV – MANAGEMENT RIGHTS

FOP Lodge #36 recognizes the rights of the City and the Chief of the Police Division to operate and manage its affairs in all respects, in accordance with its responsibilities and the powers or authority which the City has not abridged, delegated or modified by this Contract and such powers or authority are retained by the City.

These management rights include, but are not limited to the following:

A. To utilize personnel, methods, procedures, and means in the most appropriate and efficient manner possible.

B. To manage and direct the members of the Police Division.

C. To hire, schedule, promote, transfer, assign, train or retrain members in positions within the Police Division.

D. To suspend, demote, discharge, or take other appropriate disciplinary action against the member(s) for just cause.

E. To determine the size and composition of the work force and to lay off member(s).

F. To determine the shift schedules, days and starting and quitting times for the Police Division.

G. To determine the mission of the City and the methods and means necessary to efficiently fulfill the mission including: the transfer, alteration, curtailment, or discontinuance of any services; the establishment of acceptable standards of job performance; the purchase and utilization of equipment for the performance of services.

H. The City has the right to schedule overtime as required in the manner most advantageous to the City and consistent with the requirements of municipal employment in the public interest.

I. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the member(s).

J. Contracting and Subcontracting. FOP Lodge #36 recognizes that the City has statutory rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested exclusively in the City.

K. The City retains the right to establish Police Division rules, regulations, and rules of conduct. Rules, regulations, and rules of conduct which are specifically cited by provisions of this contract may not be changed without negotiations and agreement of FOP Lodge #36.

L. The above rights of Management are not all-inclusive but indicate the type of matter or rights which belong to and are inherent to Management. Any of the rights, powers, or authority the City had prior to the signing of this Contract are retained by the City, except those abridged, delegated, or modified by this Contract.

ARTICLE V – PROHIBITION OF STRIKE

Upon notification, confirmed in writing, by the City to Lodge #36 that certain of its members, who, in conflict with Chapter 4117 ORC, are engaged in a wildcat STRIKE, slowdown, concerted non-show-up or speedup, the Lodge shall immediately and in good faith have the President of the Lodge, order in writing such members to return to work and provide the City with a copy of such an order. In the event that the wildcat STRIKE, slowdown,

concerted non-show-up or speedup occurs, the Lodge agrees to take all reasonable, effective and affirmative action to secure the members return to work promptly.

ARTICLE VI – GRIEVANCE PROCEDURE

A. 1. A grievance is defined as a dispute over the meaning and application of the terms of this Contract, or disciplinary action, taken against a member covered by this agreement. Each written grievance must state the article of the Contract where the violation has occurred and the remedy requested to settle the grievance.

2. Any step in the grievance procedure outlined below may be skipped on any grievance by mutual consent. In the absence of such mutual consent at any step where a response is not forthcoming within the specified time limits, the grievance will be presumed to have been denied. In such a case the grievant must present his grievance to the next step in the grievance procedure in order to obtain further consideration. A copy of all grievances and responses will be forwarded to the City Manager or his designee and the President of the FOP.

Step 1. When a member has a grievance, he shall within seven (7) calendar days of the time within which said member learned of or should have learned of the occurrence and the facts upon which the grievance is based, present said grievance to the appropriate Deputy Chief. If the grievance cannot be resolved within five (5) calendar days, the member may proceed to Step 2 of this grievance procedure by filing his grievance in writing with the Chief of Police. Grievances based on disciplinary action shall proceed immediately to Step 2 of this grievance procedure.

Step 2. The grievance shall be presented in writing to the Chief of Police not later than seven (7) calendar days after said discussions with the member's immediate supervisor in Step 1. If the grievance is not presented within said time period, it will not be further considered.

Every reasonable effort shall be made to schedule a meeting within seven (7) calendar days of the filing of the grievance at Step 2. The Chief of Police shall respond within five (5) calendar days after the meeting. If the Chief of Police fails to answer, in writing, within five (5) calendar days or his answer is unacceptable to the grievant, the grievant may proceed with Step 3.

Step 3. The grievance shall be presented to the City Manager or his designee no later than seven (7) calendar days after the receipt of an unacceptable decision rendered at Step 2, or within seven (7) calendar days after the seven (7) calendar day period in which the response is due. If the grievance is not so presented, it will not be further considered. A meeting shall be scheduled within seven (7) calendar days after the filing of the grievance at Step 3. The decision shall be given within seven (7) calendar

days of said meeting. If the aggrieved member does not notify the City Manager or his designee through the President of the FOP of his dissatisfaction with the decision rendered, the grievance shall be considered resolved. If the City Manager or his designee fails to answer in writing within the seven (7) calendar days, the grievance will be presumed to have been denied.

Step 4. Failure to resolve any grievance processed through Step 3 will result in the grievance being referred to an Arbitrator, provided written notice of the same is made by the FOP President to the agency from which the Arbitrator is to be provided, with a copy of the notice also to be served upon the City Manager or his designee, within seven (7) calendar days after the receipt of the decision of the City Manager or after the seven (7) calendar day period in which the decision is due. In the event that the FOP President should fail to serve such written notices, the grievance shall be considered settled.

The Arbitrator shall be chosen from a listing of fifteen (15) names provided by the American Arbitration Association. The listing may be requested by the FOP and/or the City and the selection and hearing procedures shall be in accordance with the AAA rules.

B. 1. The parties understand and agree that in making this Contract they have received for its term all bargaining issues which were or which could have been made the subject of discussion. The arbitral forum herein established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this Contract and which are not excluded from arbitration. Excluded from arbitration are grievances which question the exercise of rights set forth in Article IV of this Contract entitled MANAGEMENT RIGHTS, or which question the use or application of any right over which the Employer is given unilateral discretion in this Contract, or matters which are properly the subject of collective bargaining.

2. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Contract or addendum to this Contract nor to rule on any matter except while this Contract is in full force and effect between the parties.

In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the grievance will be denied.

3. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing.

4. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

5. The arbitrator's decision shall be final and binding on the FOP, on all Bargaining Unit Members, and on the City.

6. The decision of the arbitrator, in any case, shall not require a retroactive wage adjustment in any other case.

7. It is specifically understood and agreed that in no event shall Employer condonation of any past infractions of any work rule, regulation, duty, responsibility, or policy be found to mitigate, in whole or in part, any discipline imposed by the Employer for any current infraction of any work rule, regulation, duty, responsibility, or policy, nor shall an arbitrator so find; nor shall an arbitrator have the power to mitigate any discipline imposed by the Employer based upon a member's length of service with the Employer.

C. FOP representation at Steps one and two of the grievance procedure shall be limited to the designated representative and the aggrieved member. The FOP President and/or Legal Counsel may accompany the grievant and the designated representative at Steps 3 and 4. By mutual agreement additional persons may be designated to attend.

D. Decisions made at any level below that of the Chief shall not be interpreted as setting a precedent, and the Chief reserves the right to take official action without prejudice, based on his own findings in each grievance.

E. In cases of alleged errors in pay, the City shall not be required to pay back wages for pay periods prior to the time the member seeks to have the error adjusted. The member must seek such an adjustment during the pay period immediately following the pay period in which the alleged error occurred. In order to have any pay dispute resolved by the grievance procedure, the member must file his grievance within five (5) calendar days after receipt of the pay on which the error was to be adjusted or within five (5) calendar days of written notification that no adjustment would be made.

F. The City is authorized to pay grievance settlements.

G. By mutual written agreement of the parties, time limits as set forth in the grievance procedure may be extended.

H. Class grievances may be initiated by the Lodge #36 at Step 2 of the grievance procedure, subject to the time limits of Step 1.

I. Discipline includes reduction in pay or position, removals, and suspensions, with or without pay and written reprimands. Written reprimands may be kept in a member's personnel file for up to two years. After two years if no further disciplinary action has been taken against the member, the written reprimand will be expunged from his file. After expungement a reprimand cannot be used for any purpose.

J. The grievance form will be subject to approval by the FOP and the City.

K. Letters of counseling may be kept in a member's personnel file for up to six (6) months. After six (6) months if no further disciplinary action has been taken against the member, the letter of counseling will be removed from the member's file. After removal, the letter of counseling cannot be used by the employer for any purpose.

ARTICLE VII – WAGES

A. There are hereby established the following bi-weekly pay ranges for certain members of the Division of Police within the service of the City.

Sergeants

Sergeant – Effective April 1, 2012 (0.5%)							
	A	B	C	D	E	F	G
Annual	$55,961.29	$58,618.61	$61,371.52	$64,249.09	$67,267.29	$70,427.75	$73,740.18
Bi-Weekly	$2,152.36	$2,254.56	$2,360.44	$2,471.12	$2,587.20	$2,708.76	$2,836.16
Hourly	$26.9045	$28.1820	$29.5055	$30.8890	$32.3400	$33.8595	$35.4520

Sergeant – Effective November 1, 2012 (0%)							
	A	B	C	D	E	F	G
Annual	$55,961.29	$58,618.61	$61,371.52	$64,249.09	$67,267.29	$70,427.75	$73,740.18
Bi-Weekly	$2,152.36	$2,254.56	$2,360.44	$2,471.12	$2,587.20	$2,708.76	$2,836.16
Hourly	$26.9045	$28.1820	$29.5055	$30.8890	$32.3400	$33.8595	$35.4520

Sergeant – Effective November 1, 2013 (0%)							
	A	B	C	D	E	F	G
Annual	$55,961.29	$58,618.61	$61,371.52	$64,249.09	$67,267.29	$70,427.75	$73,740.18
Bi-Weekly	$2,152.36	$2,254.56	$2,360.44	$2,471.12	$2,587.20	$2,708.76	$2,836.16
Hourly	$26.9045	$28.1820	$29.5055	$30.8890	$32.3400	$33.8595	$35.4520

Lieutenants

Lieutenant – Effective April 1, 2012 (0.5%)							
Annual	$64,248.15	$67,267.29	$70,427.75	$73,739.04	$77,208.60	$80,836.05	$84,632.01
Bi-Weekly	$2,471.08	$2,587.20	$2,708.76	$2,836.12	$2,969.56	$3,109.08	$3,255.08
Hourly	$30.8885	$32.3400	$33.8595	$35.4515	$37.1195	$38.8635	$40.6885

Lieutenant – Effective November 1, 2012 (0%)							
Annual	$64,248.15	$67,267.29	$70,427.75	$73,739.04	$77,208.60	$80,836.05	$84,632.01
Bi-Weekly	$2,471.08	$2,587.20	$2,708.76	$2,836.12	$2,969.56	$3,109.08	$3,255.08
Hourly	$30.8885	$32.3400	$33.8595	$35.4515	$37.1195	$38.8635	$40.6885

Lieutenant – Effective November 1, 2013 (0%)							
Annual	$64,248.15	$67,267.29	$70,427.75	$73,739.04	$77,208.60	$80,836.05	$84,632.01
Bi-Weekly	$2,471.08	$2,587.20	$2,708.76	$2,836.12	$2,969.56	$3,109.08	$3,255.08
Hourly	$30.8885	$32.3400	$33.8595	$35.4515	$37.1195	$38.8635	$40.6885

This Article VII(A) shall be reopened for negotiation of wage rates to be effective November1, 2014 in accordance with the provisions of Chapter 4117 of the Ohio Revised Code. No other issue in this article or other article of this Agreement shall be subject to negotiation by the parties, except as agreed by the parties.

B. Salary Adjustment.

1. The salary of each member shall be reviewed annually or, as herein provided, by the Chief of Police for the purpose of determining which member shall be entitled to a step increase. The performance evaluations as recorded on prescribed forms in accordance with the system designed by the Chief of Police shall be considered in making recommendations. Each member will be advanced at the time of such review until the maximum step has been reached unless the Chief of Police notifies the member in writing of the reasons for denial of this advancement. The length of time any member of the bargaining unit shall remain in Step D, E and F, of the pay range before review for possible increase shall be six (6) months.

2. If the advancement is denied by the Chief of Police the following applies:

(a) The first time advancement is denied the member may appeal the decision directly to the City Manager or his designee whose decision will be final. No grievance may be filed on this matter. If this occurs, the member's salary will be reviewed again by the Chief of Police in three (3) months.

(b) The second time advancement is denied the member may appeal the decision directly to the City Manager whose decision will be final. No grievance may be filed on this matter. If this occurs the member's salary will be reviewed again by the Chief of Police in three (3) months.

(c) The third time advancement is denied the decision may be grieved in accordance with Article VI of this contract.

C. Shift Differential. For any regularly assigned shift commencing between the hours of 2:45 p.m. and 6:44 a.m. of the following day, differential pay shall be as follows:

1. For any shift starting at 2:45 p.m. or after, but not later than 7:44 p.m. - $0.60 per hour.

2. For any shift starting at 7:45 p.m. or after, but not later than 6:44 a.m. - $0.45 per hour.

3. In the computation of overtime under this agreement, the overtime shall be computed including any shift differential.

4 All efforts will be made to notify Sergeants and Lieutenants of changes in their regular shift hours of more than three (3) hours at least 5 days prior to the change. In the event notification is not given, the Sergeant or Lieutenant shall receive three (3) hours call-out pay, unless the change is necessary to accommodate illness, injury, or some emergency.

D. Pay Policy / Additional Pay Provisions.

1. Effective November 1, 1989, members shall be paid 1-1/2 times their hourly rate for all "hours worked", as defined by the Fair Labor Standards Act, over 40 hours in a work week. Off-duty incident, court time, holidays, injury leave, funeral leave, and call-out time count toward the 40-hour breakover point.

2. If overtime is refused by all officers on a shift, the supervisor in charge shall have the right to hold over, or work, officers as needed, where there are additional police manpower needs, beginning with the least senior officer on duty. If an officer is involved in an ongoing situation, he shall remain at work on overtime at the request of his supervisor. This is the only situation in which overtime will be involuntary. A member shall not be subject to an involuntary holdover more than once in a forty eight (48) hour period, or at anytime when the member is already in an overtime status. An involuntary holdover shall be paid at one and one-half times the member’s regular rate.

All other overtime shall be defined as voluntary. If a member signs up for voluntary overtime or off-duty Contract work, then, that member is obligated to work the overtime or find a suitable replacement. Trading of shifts within the department will be permitted with the permission of the member's superior officer, and the Chief of Police. A member retains his seniority rights, for holdover purposes, when trading shifts.

3. Members will receive hourly pay for actual time worked with a minimum of three (3) hours' pay for any job connected court appearance while off duty as a witness in a criminal, civil, or juvenile prosecution, including reasonable travel time as described herein. If a member is held in court over three (3) hours, he shall be compensated for the additional hours. If a court appearance is scheduled one hour or less immediately before an officer's shift, he shall be paid overtime for that period. If a court appearance is scheduled up to one hour following the end of his shift, he shall be paid overtime for the period of time from the end of his shift until relieved by the Court. In both situations, payment would be made in accordance with the paragraph 1 of this section.

In proceedings other than those held in the Middletown Municipal Court or in the City Building, a member may report to the City Building to use a city vehicle for

travel to and from court. The hours worked will begin upon the member reporting to the administrative offices of the Division of Police to pick up a city vehicle and end when the city vehicle is returned to those offices. If the member chooses to travel directly to the court appearance, the hours worked shall commence fifteen minutes prior to the time set forth in the subpoena. The reasonableness of travel time shall be determined at the sole discretion of the Chief of the Division of Police.

4. Members shall receive at least three (3) hours pay for any extra tour or duty that results from being called out to work.

5. Members will receive hourly pay for actual time worked with a minimum of two (2) hours' pay for any mandatory job assignment scheduled outside the member's normal work hours including but not limited to staff meetings, training, firearms qualifications and BAC proficiency testing. If the assignment begins during the member's regular scheduled shift or begins at the conclusion of the shift, the member shall not be eligible for this premium pay.

6. Payment under paragraphs (3), (4), (5), and (11) of this Section will be paid at one and one-half times the employee's regular rate of pay.

7. Declared emergencies are defined as any emergency declared by the City Manager as a result of any situation which would endanger the well being of the citizenry of Middletown. Declared emergencies shall be compensated at hour for hour compensatory time while the emergency situation exists.

8. Effective January 1, 2013, all members shall have the option, up to six times per year in accordance with the first payrolls in February, April, June, August, October, and December, of exchanging up to 120 hours (15 days) per year of holiday time earned, but not taken, for pay at the member's current hourly rate. Any member with fifteen (15) years of service or more may cash in an additional 40 hours (5 days) per year of holiday time earned, but not taken, for pay at the member's current hourly rate. All holiday exchanges are subject to the following conditions:

(a) Approval must be given by the Chief of Police and City Manager; and

(b) There are unused funds available in the Division of Police Salary Budget for payment. In the event unused funds are not available to meet all requests for holiday exchange, preference will be given to DROP eligible members and the distribution of such exchanges shall be at the discretion of the Chief of Police.

9. Before any member shall be officially assigned to act in a higher position for a shift, i.e., eight (8) hours or more, it shall be first offered to other members of the bargaining unit holding such higher position. If none of said members holding such higher position are available, then any member officially assigned to act in a higher

position shall be compensated, during the entire period of continuous temporary assignment at the beginning step of the higher classification, or at a rate of 4.7% greater than the regular step of the member, whichever is greater. Rules and regulations for such assignment shall be prescribed by the Chief of Police.

10. Members who are placed on standby status outside their regular work shift at times approved by the Chief of Police shall receive compensation equal to two (2) hours pay for each day on standby.

11. When a member is involved in an off-duty incident requiring the use of his official police powers, and when said police officer is not engaged in employment for any other concern, the police officer shall be paid a minimum of three (3) hours pay for the off-duty incident. Proper documentation in the form of a report of the incident must be filed in the Division of Police prior to payment.

12. A member working in excess of forty (40) hours in one week, as defined by The Fair Labor Standards Act, as amended, shall have the right to request payment of overtime work in compensatory time off on the basis of one and one half hours off for each hour of overtime worked. Time off to use earned compensatory time will be granted within thirty (30) days of the request made by the member. When compensatory time is used, it shall not count as hours worked during the applicable work period for purposes of determining overtime. If the requested compensatory time cannot be scheduled as requested, the member has the option of taking pay in lieu of time off or rescheduling the requested compensatory time. No member shall be permitted to accrue more than four hundred eighty (480) hours of unused compensatory time and any member who has accrued unused compensatory time to the four hundred eighty (480) hour limit shall be paid in cash for additional overtime worked. If a member is paid in cash for accrued compensatory time, he/she shall be paid at the member's regular rate at the time of payment. Upon termination of employment, unused compensatory time shall be paid at the member's average regular rate for the last three (3) years of employment or the member's final regular rate, whichever is higher.

13. The City shall pay the cost incurred by any member who is required by his superior to attend a meeting or function pertaining to his official duties as such member during other than his regular working hours. Such cost shall not include transportation to or from such meeting or function if held within the city, but shall include any meal deemed necessary by his superior in view of the hour during which the meeting or function is held. No such meeting or function shall be called or held without the prior written approval of the Chief of Police and the City Manager.

14. When a member is promoted to a position in a higher class, his salary shall be increased as follows:

(a) Where a promotion occurs up to three months after a step increase: One step increase with anniversary date same as date of promotion (eligible for step increase one year later);

(b) Where a promotion occurs three to six months after a step increase: One step increase with old anniversary date retained (eligible for step increase six to nine months after promotion);

(c) Where a promotion occurs more than six months after a step increase: Two step increases with anniversary date same as date of promotion (eligible for step increase one year later).

E. Longevity.

1. Longevity shall be paid to members at the following rate:

In December of the calendar year of the attainment of the tenth (10) anniversary and each calendar year thereafter through the fifteenth (15) anniversary of employment, each member shall be eligible for 1% of their existing base salary as of November 30th of the year in which they are paid the longevity.

In December of the calendar year of the attainment of the fifteenth (15) anniversary and each calendar year thereafter through the twentieth (20) anniversary of employment, each member shall be eligible for 2% of their existing base salary as of November 30th of the year in which they are paid the longevity.

In December of the calendar year of the attainment of the twentieth (20) anniversary and each calendar year thereafter until retirement or resignation, each member shall be eligible for 3% of their existing base salary as of November 30th of the year in which they are paid the longevity.

Payment of longevity shall be in separate checks and they shall be paid in accordance with such regulations prescribed by the City Manager in regard to but not limited to such items as partial year payments, death or retirement payments, etc.

2. Partial Year Payments. In the event of an interruption in service, longevity will be determined from a member's last date of active employment.

3. Payment of Longevity.

(a) Longevity will be paid in a lump sum in December of each year.

(b) In order to receive longevity payments, a member must be on the payroll when such payment is made, except as provided herein.

4. Death or Retirement.

(a) In the event of the death or retirement of a member, longevity due for that year will be paid through the date of death or retirement on the same basis as partial year payment computations. It will not be paid on any terminal pay, but will be paid as a lump sum with any earned terminal pay.

(b) If a member's employment date falls from the first through the fifteenth of the month, longevity will be computed from the first of that month

(c) If a member's employment date falls from the sixteenth through the last day of the month, longevity will be computed from the first of the next month.

F. Payment of Insurance Premiums. Members shall be entitled to participate in the City's health insurance program as recommended by the Health Care Committee and described in the documents on file in the Finance Department.

1. The City agrees to maintain a City Health Care Committee for the purpose of regularly reviewing employee health care needs, and implementing a health care program for its employees. The Committee shall act in accordance with the Final Report of the Health Care Task Force Report dated July 10, 2006, and further amendments by the Committee. If the Committee is not maintained by the City, the City will provide the health care benefits in place at the time of the dissolution of the Committee for the remainder of the Agreement.

2. The Union agrees to participate in the City Health Care Committee and to adhere to the recommendations of the Committee regarding all aspects of health issues, including, but not limited to, the selection of carrier, determination of coverage and determination of co-payments, deductibles, and employee contributions, subject to the limitations herein. The City agrees to adhere to recommendations of the Committee as such recommendations apply to the members. The Union shall have one (1) designee that serves on the Committee and may exercise voting rights on behalf of the Union. Any member appointed as the Union's designee shall be paid for attending the Committee meetings. Any overtime incurred by a member while attending meetings of the committee shall be paid at one and one-half times their regular rate of pay.

3. All coverage shall be subject to the insurance company's requirements and eligibility.

4. Employees shall have the option to participate in a basic health insurance plan as recommended by the Health Insurance Committee, subject to the following

not to exceed amounts for monthly employee contributions (to be deducted in equal installments not less than one time per month), co-pays, deductibles and co-insurance or those recommended by the Committee, whichever is less:

Employee Contribution

	Single	Employee & Spouse	Employee & Children	Family
1/1/12 – 12/31/12	$46.08	$96.78	$87.58	$125.58
1/1/13 – 12/31/13	$91.84	$192.86	$174.49	$250.26

Doctor and Misc. Co-Pays

	Member Cost	
Itemized Co-Pays:	**2012**	**2013**
Physician Visit Co-Pay (In Network)	$30.00	$20.00
Physician Visit Co-Pay (Out of Network)	Meet 1st Dollar deductible then 20% employee responsibility	Meet 1st Dollar deductible then 30% employee responsibility
Specialty Care Physician Visit Co-Pay	$40.00	$30.00
ER Co-Pay	$150.00	$80.00

Prescription Co-Pays

	Member Cost	
	2012	**2013**
Tier 1 Retail (30 day supply)	$10.00	$10.00
Tier 2 Retail (30 day supply)	$35.00	$25.00
Tier 3 Retail (30 day supply)	$65.00	$42.00
Tier 1 Mail Order (90 day supply)	$30.00	$15.00
Tier 2 Mail Order (90 day supply)	$70.00	$40.00
Tier 3 Mail Order (90 day supply)	$130.00	$63.00

Out of Pocket Maximums

Total Out of Pocket Limits Per Year (Deductible Plus Co-Pay):	2012	2013
Per Covered Person (In Network)	$1,000	$750
Per Covered Person (Out of Network)	$2,000	$1,500
Per Family (In Network)	$2,000	$2,000
Per Family (Out of Network)	$4,000	$4,000

Limits placed on employee contributions, co-pays and out-of-pocket maximums in this Agreement do not prevent the City from offering employees alternate health care plans which might have higher or lower contribution levels, co-pays and out-of-pocket maximums.

The maximum contributions, co-pays and out-of-pocket costs contained in this Article VII shall be reopened for negotiation of the maximums to be effective January 1, 2014 and January 1, 2015 in accordance with the provisions of Chapter 4117 of the Ohio Revised Code. No other issue in this article or other article of this Agreement shall be subject to negotiation by the parties, except as agreed by the parties.

5. Members who retire under the Police and Firemen's Disability and Pension Fund because of the City's compulsory retirement ordinance, because of inability to work due to disability, or having reached the respective pension funds' retirement age and/or years of service requirements, shall receive Hospital Care and Surgical Care Insurance coverage if the same is not provided by the respective pension fund. No duplication of coverage is permitted

6. All members shall receive $22,500 group life insurance coverage paid by the City. Members may purchase additional group life insurance consistent with the carrier's available options. Double indemnity premiums shall be paid by the City on all coverage provided by the City.

7. Any member retiring on or after January 1, 1972, shall receive $5,000 life insurance coverage paid for by the City. Double Indemnity will not be provided on such coverage.

8. The City will indemnify members and provide a defense to members such as the result of his/her employment, in accordance with the provisions of Ohio Revised Code Chapter 2744 and Middletown Codified Ordinance, Section 250.03.

G. Uniforms. Subject to the rules of the Police Division, the City shall provide the original complete uniform for those members required to wear a uniform and such shall remain the property of the City.

1. Uniformed Police Personnel. All members in the Division of Police shall receive unlimited uniform replacement based upon demonstrated need.

2. Non-uniformed Police Personnel. Each eligible non-uniformed Sergeant or Lieutenant of the Division of Police shall be paid a maximum of $1,250.00 annually to cover individual expenditures for wearing apparel. Said amount is to cover future individual expenditures for wearing apparel and will be paid to officers who have been assigned non-uniformed positions effective January 15 and July 15 of each year, in equal installments of $625.00 each, payable on January 15 and July 15 of each year the officer is so assigned.

3. Clothing and Equipment Maintenance Allowance. Each member shall be paid $900.00 as a clothing and equipment maintenance allowance effective January 15 and July 15 of each year, in equal installments of $450.00 each payable January 15 and July 15 of each year.

4. All monetary allowances under this section of Article VII shall be prorated with no allowance paid for periods prior to hire, after resignation, retirement, death, or dismissal, and during leave of absence without pay and disability leaves of absence.

H. Canine Allowance. Members who are designated as canine officers shall be paid $4.00 per day as compensation for expenses associated with the care of their dog while at home. Such payment shall be made in $730 installments on January 15 and July 15 of each year. In recognition of the fact that canine officers spend time caring for their dogs while at home, they will be required to be physically present at the police division for only 7.5 hours of their 8 hour shift.

I. FTO Pay. Effective 11/26/00 members who are assigned as a Field Training Officer (FTO) shall be paid a $2.50 per hour premium pay for those hours in which they are actually performing FTO duties.

J. Direct Deposit. Members agree that all payroll payments will be direct deposited in an account of their choice in compliance with the guidelines established by the City of Middletown Finance Department.

ARTICLE VIII – HOURS OF WORK

A. Work Day - Work Week.

1. The work week shall consist of forty (40) hours.

2. The work day shall consist of eight (8) hours.

B. Work Shifts. The Chief of Police shall establish, publish, and assign members to such work shifts as he may designate.

C. Additional work may be required pursuant to the City's needs.

ARTICLE IX – VACATION

A. Effective January 1, 1990, each member will earn vacation credit at a rate of 5/6 of a day for each calendar month employed in the vacation year, to a maximum of 10 working days in one year. During and after the 7th year of service, members earn vacation credit at the rate of 1-1/4 days for each calendar month employed in the vacation year, to a maximum of 15 working days in one year. During and after the 15th year of service, a member will earn vacation credit at the rate of 1-2/3 days for each calendar month, to a maximum of 20 working days in one year.

1. Vacation Year and Accrual. The vacation year begins on January 1 of each year and ends on December 31. Vacation taken in any year is based upon vacation credit earned in the previous year.

2. One Year Minimum Service. After one year of service, a member may take that portion of his vacation earned in the previous vacation year.

3. Non-accrual. Members on leave without pay for any reason, except injuries on the job, shall not accrue vacation benefits.

4. Scheduling. Vacations shall be scheduled on a seniority basis with the approval of the Chief of Police. In general, the Chief of Police shall give as much consideration as possible to the member's preference, while, at the same time, maintaining the staff necessary to meet operational requirements. Vacations may be taken in increments of not less than one-half day.

5. Vacation credit should be used by year end (subject to departmental rules and regulations). Upon the approval, in writing, of the Chief of Police, vacation credit may be deferred for one year, provided that which is deferred is used by the second year's end. Any unused vacation must be approved by the City Manager, in writing, in order to be deferred to the next year.

6. Any member may request to receive pay at the member’s current hourly rate for up to forty (40) hours of vacation leave in each year in which they have accrued vacation credit in lieu of using that vacation leave. The request is subject to the availability of funds in the budget to pay such request and must be approved by the Chief of the Division of Police, the Director of Finance and the City Manager.

B. Longevity. Each member shall also be entitled to two longevity vacation days annually for the first full five years of service; thereafter, he or she shall be entitled to one additional longevity vacation day annually for each full five years of service.

In the five-year increment years, the member shall be eligible to take this day as of his appropriate anniversary date with the approval of the Chief of Police. During the interim years, this day will be taken as outlined in paragraph A(4).

1. 5 years 2 longevity days
   10 years 3 longevity days
   15 years 4 longevity days
   20 years 5 longevity days, etc.

2. Permanent, full-time members may accumulate and defer a maximum of ten (10) longevity vacation days. These days shall be governed by and used in accordance with City and division vacation regulations.

3. There will not be a cash conversion option for accumulated longevity vacation days, except, a member who voluntarily resigns or retires with two (2) weeks notice or dies and has earned and is eligible to take longevity vacation days will receive pay for those days which he has not taken.

C. Personal Day. All members covered by this contract, shall be granted one personal day each year. The personal day must be used in the calendar year granted, and cannot be carried over to subsequent years or accumulated or banked in any manner. The personal day shall not count toward the 40 hour breakover point. This day will be scheduled in the same manner as vacation and longevity days.

D. Sick Leave Conversion Provisions. Members may convert sick leave credit to vacation, once a year, on the following basis:

1. Over 280 hours sick leave credit. A member with more than 280 sick leave hours credit, may convert all those hours over 280 to vacation credit, at the ratio of 24 sick leave hours for 8 vacation hours, providing that not more than 96 sick leave hours are so converted in any one vacation year, or:

2. Over 800 hours sick leave credit. A member with more than 800 sick leave hours credit, may convert all those hours over 800 hours to vacation credit, at the ratio of 8 sick leave hours for 8 vacation hours, providing that not more than 40 sick leave hours are so converted in any one vacation year.

3. The member must have accumulated these days prior to January 1 of the year in which these days are to be converted, and must have sufficient days at the time of conversion.

E. Terminal Vacation Provisions. The right to vacation upon separation from the City service shall be as follows:

1. Resignation. A member who resigns, has at least one year service, and who gives two weeks notice, shall receive vacation credit earned in the previous year

and not yet taken, at the rate of 5/6 of a day for each month served. He may receive vacation credit earned in the present year as determined by the Chief of Police. Total vacation credit must be calculated to the nearest full day.

2. Retirement. A member who retires, and who gives two (2) weeks notice, shall receive vacation credit earned in the previous year and in the present year and not yet taken at the appropriate rate for each month served. Total vacation credit must be calculated to the nearest full day.

3. Dismissal. In the event a member who has been employed more than one year, is dismissed, he shall receive payment for his vacation which he has earned in the previous year and not yet taken. He may receive vacation credit earned in the present year as determined by the Chief of Police. The Chief of Police's decision should be in writing to the Personnel Division. Total vacation credit must be calculated to the nearest full day.

4. Death. A member who dies shall receive vacation credit earned in the previous year and in the present year and not yet taken at the appropriate rate for each month served. Total vacation credit must be calculated to the nearest full day.

ARTICLE X – SICK LEAVE

A. Eligibility. Each member is credited with 10 hours of sick leave for each full calendar month of service. No credit is earned for any month in which a member is without pay for the entire month

B. Accumulation. Sick leave credits may be accumulated to a maximum of 2000 hours.

C. Approval of Usage. Members may use sick leave, upon approval of the Chief of Police, for absence due to illness, injury, exposure to contagious disease which could be communicated to other members, and for illness in the member's immediate family. Discretion should be used in approving sick leave usage. Absence for trivial reasons will not be approved, even though there is sick leave balance to the member's credit. In no event will a member on sick leave be paid for more than eight (8) hours in a 24-hour period with the exception of being called out. If a member is scheduled to work on a holiday, and reports sick, the member shall receive regular holiday pay, and it will not be charged against his sick leave.

D. Sickness or disability in the immediate family (limited to father, mother, sister, brother, husband, wife, or child of the member). The Chief of Police may require a certificate of the attending physician before certifying approval of payment under this provision. Time off under this provision must be limited to that which is absolutely necessary and shall not exceed three days for any one illness without the written approval of the Chief of Police.

E. Quarantine because of contagious disease. A certificate of quarantine from the attending physician must be presented to qualify for sick leave under this provision.

F. Funeral Leave.

1. (a) In the event of death in the immediate family, a member shall qualify for funeral leave with pay for up to three (3) consecutive work days (24 hours) for participation in funeral services or arrangements.

   (b) For the purpose of this section, "immediate family" is defined as "spouse, child or stepchild, grandchild, parent, step parent, grandparent, brother, sister, parents or step parents of spouse, and grandparents of spouse."

2. (a) Funeral pay will be provided to accommodate absences occurring only on regularly scheduled work days at the member's base rate of pay. Funeral leave will not be granted for any period during which the member is already in a paid or unpaid leave status (unpaid leave status is interpreted as being military leave, disciplinary suspension, voluntary unpaid leave, absence without leave).

   (b) Eligibility is further conditioned upon submission by the member of a certificate as to the purpose and validity of leave usage.

   (c) Leave requests meeting the conditions of these sections will be approved by the member's immediate supervisor, and if requested, the member shall further submit proof of death and relationship.

   (d) Requests for funeral leave with pay will not be approved for absences not taken within a seven (7) calendar day period of the date of the funeral.

3. (a) In the event of the death of a relative in other than the immediate family, as defined above, leave time with pay of up to one (1) eight (8) hour work day may be taken for funeral purposes.

   (b) In the event a member should require additional time in excess of the allowances established in the above provisions, such additional time may be charged against vacation credits, with the approval of the supervisor.

4. Use of funeral leave will not be charged against accumulated sick leave balances.

G. Reporting Off Sick. Sick leave will be paid only when the member or a member of his immediate family notifies his deputy chief or other designated person of his absence one (1) hour prior to start of member's shift.

H. Conversion to Vacation Credit. Sick leave may be converted to vacation in accordance with the provisions of Article IX(D). No member is required to convert sick leave credit to vacation days. However, each member entitled to convert sick leave to vacation may be required to state his intentions whether or not to use it within a time limit set by the Chief of Police. This provision may be waived.

I. Conversion to Terminal Leave. Upon the death, retirement, resignation or dismissal of a member all unused sick leave credit will be converted to terminal leave pay in the following manner:

1. If the member has accumulated 300 hours or less of unused sick leave, no terminal shall be paid;

2. If the member has accumulated between 301 hours and 1000 hours of unused sick leave, all unused sick leave credit will be converted on the basis of twenty-four (24) sick leave hours for eight (8) hours of terminal pay to a maximum of three hundred and thirty-three (333) hours;

3. In addition to the terminal pay set forth in paragraph two above, if the member has accumulated 1001 hours or more of unused sick leave, all unused sick leave in excess of one thousand (1000) hours will be converted on the basis of sixteen (16) sick leave hours for eight (8) hours of terminal pay to a maximum of five hundred (500) hours;

4. Notwithstanding paragraph two and three above, if a member is terminated or dismissed from employment, the member shall not receive in excess of two hundred (200) hours of terminal pay.

J. Supplemental Sick Leave Regulation. The Chief of Police shall establish regulations to supplement those set forth above. Such regulations should include the following points:

1. Certificate. In cases of illness in the member's family requiring him to be at home, the member may be required to submit a certificate from the attending physician attesting to the fact, before sick leave will be allowed.

2. Transfer of sick leave days from one member to another will be allowed under rules established by the Chief of Police.

K. Maternity Leave.

1. Notification of Pregnancy. It is the duty of the member to notify her supervisor as soon as pregnancy has been confirmed.

2. Leave of Absence. Maternity leave will be granted to members upon the certification of the attending physician they are no longer capable of adequately performing their job-related duties due to pregnancy.

Sick leave may be utilized for maternity leave, in accordance with Administrative Regulation 11-27.

The member will be required to return to work as soon as her physician determines she is capable of performing job-related duties.

3. During pregnancy and until such time as the member is released by her physician with respect to the pregnancy, a member who is unable to perform her regularly assigned duties may be assigned by the Chief of the Division to perform duties not requiring great physical exertion, with the approval of the member's physician or a physician of the employer's choice.

ARTICLE XI – HOLIDAYS

A. This is an earned benefit. The following days shall be celebrated as paid holidays by all members:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving Day
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	Member's Birthday

B. Each member shall be able to accumulate unlimited holidays.

C. All holiday leave shall be subject to the following terms:

1. A member working on a regular schedule shall not be excused from work on the above days unless otherwise scheduled by the Chief of Police.

2. Loss of Holiday. If a member is off without pay because of an unexcused absence either the work day before or the work day after a holiday, he forfeits that holiday pay. An unexcused absence is an absence not covered by approved vacation, accumulated sick leave, and military leave, approved leaves with pay or approved leaves without pay. In addition, holiday pay ceases during any period a member is not being paid his regular salary or wage.

3. During Vacation. If a holiday falls during a member's vacation period, it shall not be charged to vacation time, except where division policy is to grant additional vacation time in lieu of granting regular holidays off.

4. Holiday Pay. Members working on New Year's Day, Thanksgiving Day, or Christmas Day, shall be entitled to the following compensations:

One-half hour's pay for each hour worked between the hours of 7:00 a.m. the morning of the holiday and 7:00 a.m. the following day, in addition to the regular work pay.

5. Additional Holiday Provision. A member who resigns or retires with two (2) weeks notice, or dies, will be paid for holidays which have been accumulated but not taken.

ARTICLE XII – AUTHORIZED LEAVE

A. Military Leave.

1. Sergeants and Lieutenants who are members of any military reserve component are entitled to leave of absence for such time as they are in the military service on field training or active duty. Such leave will be granted by the Chief of Police only after seeing orders from proper military authorities, which shall be presented not less than 30 days prior to the beginning of such training or active duty period, except in the case of emergency.

2. Military training leaves shall be without pay; provided, however, if the member's military pay is less than his regular City pay, he may file a certificate to that effect upon his return and forward it to the Director of Finance, via the Personnel Division, whereupon he will be entitled to the difference, up to a maximum of 35 days per calendar year.

3. Military training leaves do not affect the member's sick leave or vacation balances, or accumulation, and shall not be considered to be a break in his continuous employment by the City.

B. Leave of Absence with Pay.

1. Purpose. Leaves of absence with pay may be granted for any legitimate reason including, but not limited to the following, provided such absence has been approved in advance by the proper authority, as outlined below:

(a) For military pre-induction examinations;

(b) When called to serve on a jury (payment on a no loss basis to member);

(c) When subpoenaed as a witness in a work related court case;

(d) To attend meetings, conventions, conferences, or a short course of instruction which benefit the City as approved by the Chief of Police.

2. Procedure. A member desiring to apply for a leave of absence should submit his application to his immediate supervisor, outlining briefly the necessity for such a leave. The supervisor will transmit the request to the Chief of Police along with his comments. Further disposition will be made as follows:

(a) A request for leave of five days or less will be granted at the sole discretion of the Chief of Police.

(b) A request for leave of more than five days duration will be forwarded to the City Manager by the Chief of Police along with his recommendations.

3. Conditions. All such leaves will be given in writing with a copy directed to the Personnel Division. When pay is granted by another agency, such as in a court proceeding, the statement from the agency must be submitted with the next payroll following return to work.

The City will compensate the member for the difference between that agency payment and the member's regular salary. The length and other conditions of each leave granted will be determined by the facts and circumstances of the case.

C. Leave of Absence Without Pay.

1. Purpose. Leave of absence without pay may be granted for any legitimate purpose subject to approval, including but not limited to the following:

(a) To further a member's education. (Ordinarily such a leave will be granted only if the leave will directly benefit the City as well as the individual, and provided the member agrees to return to City employment for a specified period of time after such leave).

(b) To attend funerals not covered by paid leave.

(c) To care for a member of the immediate family in case of extended illness or injury in circumstances not covered by sick leave.

(d) Illness not covered by sick leave.

2. Procedure. A member desiring to apply for a leave of absence without pay should submit an application to his immediate supervisor, outlining the reason for the request. The supervisor will transmit the request to the Chief of Police along with his comments. Further disposition will be made as follows:

(a) A request for leave of five days or less shall be granted at the sole discretion of the Chief of Police.

(b) A request for leave of more than five days duration will be forwarded to the City Manager by the Chief of Police along with his recommendations.

3. Conditions. All such leaves will be given in writing with a copy directed to the Personnel Division. The length and other conditions of each leave granted will be determined by the facts and circumstances of the case. All fringe benefits cease while a member is on a leave without pay after such leave exceeds two weeks. Fringe benefits include sick leave, vacation, annual pay increases, insurance, holidays, longevity pay and uniform allowance. The member may continue his health insurance coverage at his sole expense. Longevity pay shall be paid to a member on a leave of absence without pay, or who has used a leave of absence without pay during the year, on a prorated basis with no longevity pay for the period of leave of absence without pay.

D. Disability Leave of Absence.

1. A member incurring any disability not duty connected, after he has exhausted all of his paid leave to which he is entitled, will be entitled to a leave without pay for a period not to exceed six (6) months, subject to the following provisions:

(a) The member shall apply for such leave, in writing, to the Chief of Police, for his approval.

(b) The member shall submit a physician's report, including a statement regarding the nature of the disability and whether or not the member is able to work.

(c) The member shall submit to the Chief of Police, a physician's statement of release for work before returning to work.

2. All fringe benefits cease while a member is on a disability leave of absence. Fringe benefits include sick leave, vacation, annual pay increases, holidays, longevity pay, and uniform allowance. Health insurance shall be continued with the member paying only his contribution under Appendix A of this agreement for a period of ninety (90) days. At the end of that period, the member may continue his health insurance coverage at his sole expense. Longevity pay shall be paid to a member on a disability leave of absence, or who has used a disability leave of absence during the year, on a prorated basis with no longevity pay for the period of the disability leave of absence.

E. Family and Medical Leave. Family and medical leave shall be granted in accordance with the Family and Medical Leave Act of 1993, as amended, in accordance with the Policy and Procedure Manual of the City of Middletown.

ARTICLE XIII – MISCELLANEOUS BENEFITS

A. Influenza Shots. Each member may receive free annual immunization against influenza, at such times as may be scheduled by the Health Department.

B. Skin Tests for Tuberculosis. Each member and his family, who lives in Butler County, is eligible for free skin tests. They may be obtained at the Butler County Clinic located at 701 North University Boulevard.

C. The City will provide, upon request by any member of the Division of Police, an inoculation for prevention of Hepatitis, Type B.

The City will provide, upon request, within a reasonable time, an Aids test for any member that the City determines has been exposed to the Aids virus while performing his duties. The City will pay any legitimate cost for the test not covered by medical insurance or workers' compensation, as well as reasonable travel expense.

D. Tuition Reimbursement.

1. The City of Middletown will pay for the cost of tuition for courses determined to benefit the organization.

2. Reimbursement will be provided after completion of the course with a grade of C or better.

(a) If a member has an undergraduate degree and it is deemed necessary that he take a refresher course in order to accomplish a specific assignment or prepare for an assignment planned for the member, 100% of the tuition cost will be reimbursed.

(b) If a member, not having an undergraduate degree, is desirous of taking a course in order to accomplish a specific assignment or prepare for an assignment planned for the member and that course also counts towards an undergraduate degree the member is desirous of attaining, 75% of the tuition cost will be reimbursed.

If a member is desirous of taking a course not directly applicable to an assignment or the accomplishment of a specific task, but the course is necessary to complete a degree requirement in a field directly applicable to the member's position, 75% of the tuition cost will be reimbursed.

If a member is desirous of taking a vocational course which is applicable to the member's responsibilities, 75% of the tuition cost will be reimbursed.

(c) If a member is desirous of taking a refresher course to prepare him for a promotional exam or for the purpose of obtaining a certificate or license which is a job requirement in order to achieve promotion, 50% of the cost of the refresher course will be reimbursed.

(d) If a member is desirous of taking a course not directly applicable to an assignment or the accomplishment of a specific task but the course is necessary to complete a degree requirement in a field related to his/her City

employment, but not directly applicable to a member's present position, 25% of the tuition cost will be reimbursed.

(e) No member may receive more than a maximum of $2,400.00 in one year for tuition reimbursement

3. The determination regarding reimbursement must be made prior to incurring the expenses for the course in accordance with the following procedures:

(a) The member must request reimbursement prior to incurring the expense for the course.

(b) The Chief of Police reviews the request and recommends for approval or rejection.

(c) The Finance Department reviews for budgetary considerations.

(d) The Personnel Division reviews and recommends for approval or rejection regarding the training objectives of the organization.

(e) The City Manager approves or disapproves the request.

4. No reimbursement will be made to any member receiving payment for the subject course or courses from the Federal Government.

5. Upon retirement a member may purchase his duty weapon for the sum of $1.00.

6. Each regular, full-time and part-time member who is employed year-round by the City, may apply for free admission passes for themselves, their spouses and children for use at the City's swimming pools. Passes will be issued by the Parks and Recreation Department, Personnel Division after review and approval by the City Manager's Office.

ARTICLE XIV – DRUG TESTING

A. PURPOSE OF DRUG TESTING PROGRAM

1. The Police Department has a legal responsibility and management obligation to ensure a safe work environment; as well as paramount interest in protecting the public by ensuring that it's employees have the physical stamina and emotional stability to perform their assigned duties. A requirement for employment must be an employee who is free from drug dependence or illegal drug use.

2. A reasonable drug testing program must establish a balance between the rights of the employee and maintaining a police agency free of illegal drugs. Liability could be found against the Department and the employee if we fail to address ourselves with diligence to ensure that employees can perform their duties without endangering themselves or the public.

3. There is sufficient evidence to conclude that use of illegal drugs and/or drug abuse (whether illegal or prescription drugs) seriously impairs an employee's performance and general physical and mental health. The illegal use of drugs by

police employees (therefore, possession) is a crime in this jurisdiction, and clearly unacceptable. There are unique corruption hazards with drug use by the police. Therefore, the Police Department has adopted this written policy to ensure an employee's fitness for duty as a condition of employment, and

(a) To ensure drug tests are ordered based on individualized reasonable suspicion or other lawful basis;

(b) To establish a written policy on drug testing in the department; and

(c) To inform the employee of the conditions under which drug testing is a requirement of employment.

B. DEFINITIONS

1. Drug Test – A urinalysis test administered under approved conditions and procedures to detect drugs.

2. Reasonable Suspicion – An apparent state of facts and/or circumstances found to exist upon inquiry by the supervisor, which would induce a reasonably intelligent prudent person to suspect the employee was under the influence of drugs/narcotics.

C. GENERAL RULES

1. Department employees shall not take any narcotic or other dangerous drug unless prescribed by a person licensed to practice medicine. Employees who are required to take prescription medicine shall notify their immediate supervisor of the medication prescribed. Any statutorily defined illegal use of drugs by an employee, whether on or off duty, is prohibited.

2. All property belonging to the Department, including the entire premises of the department, is subject to inspection at any time without notice as there is no expectation of privacy.

(a) Property includes, but is not limited to, police owned vehicles, desks files, and storage lockers.

(b) Employees assigned lockers (including those that may be locked by the employee) are subject to inspection by the employee's supervisor after reasonable advance notice (unless the requirement for notice is waived by the Chief of Police) and in the presence of the employee.

3. All police employees who have a reasonable basis to suspect that another employee is illegally using drugs or narcotics, shall immediately report the facts and circumstances of such use to their supervisor.

4. Failure of any police employee to comply with the intent or provisions of this general order constitutes grounds for disciplinary action, including dismissal, or other action determined appropriate by the Chief of Police. Refusal by a police employee to take a required test, ie; a test that is ordered based upon reasonable suspicion as defined in paragraph B(2) above, or under circumstances described in paragraphs D(1) and (2) below, or follow this general order, will result in immediate relief from police duties pending disposition of any administrative personnel action.

A refusal occurs if the employee fails to agree to submit to a required test within two (2) hours of receiving the order.

D. POLICY-DRUG TESTING/URINALYSIS

1. Employees of the department shall be required to submit to a test for drug or narcotic use as outlined below:

(a) The Chief of Police may order a drug test when he has reasonable suspicion of drug use by an employee due to one or more of the following criteria: (1) incapable to perform his/her assigned duties, (2) reduced productivity, (3) excessive vehicle accidents, (4) high absenteeism, (5) other behavior inconsistent with previous performance, or (6) where he has reasonable suspicion that an employee is using, has possession of, has sold or is under the influence of drugs (illegal or prescribed), or narcotics. The evidence shall be made available to the employee.

(b) A police supervisor may order a drug test:

(i) Where he or she has reasonable suspicion that an employee is using, or is under the influence of drugs or narcotics;

(ii) Where the employee uses force which results in hospital admission, or property damage;

(iii) Where there is on-duty injury to the employee or another person which requires hospital admission.

(c) The employee shall be advised of circumstances surrounding the order to test under Section D(1)(b)(i)-(iii) above.

(d) Whenever practical, prior approval should be obtained from the Chief of Police before the supervisor orders the test.

(e) A supervisor who orders a drug test when he has reasonable suspicion of an employee's usage or possession, or that an employee is under the influence of drugs, shall forward a report containing the facts and circumstances directly to the Chief of Police.

(f) Test results reporting illegal drugs, narcotics, the use of controlled substances without a lawful prescription, or the abuse of prescribed drugs, will be submitted as a part of a written complaint by the supervisor ordering the test, consistent with Section D(1)(e) above requesting departmental action.

2. Sworn employees assigned to the drug/narcotic enforcement unit shall be required (in addition to those situations set forth in Section D(1) above) to submit to a periodic unannounced drug test at the direction of the Chief of Police.

(a) Prior to accepting a voluntary assignment in the drug/narcotic enforcement unit, an employee shall execute a written agreement and release stating that he/she fully consents to any medical, physical, psychiatric, psychological, or other reasonably required testing, including urine and/or blood testing for drug or narcotic substances. In addition, the

agreement or release shall give the Department permission to have access to all the employee's medical records.

(b) The Chief of Police shall select the date and time when each employee assigned to the unit will be tested. The test shall be administered a minimum of once a year.

3. In the event that an employee is required to submit to a drug test, the following guidelines should be observed:

(a) The employee shall be granted enough time to change from uniform to civilian clothing.

(b) The employee will be transported to the designated testing center by a supervisor.

(c) The employee may request that a police department employee of his/her choice be present for the transportation and test, provided said individual is off duty and reasonably available.

(d) A controlled test will be conducted by personnel of the testing site.

(e) Subject to the rules of the testing authority the employee may have an observer for the test.

(f) The sample will be properly labeled, sealed, and turned over to the site personnel by the employee.

(g) All parties involved will be transported back to the police department.

(h) If the employee is held over his/her assigned time, he/she will be compensated for that time.

4. A negative test result shall bar the City from further discipline, for refusing to submit to a test, and the use or abuse of drugs, in violation of this policy.

5. A positive result, after a second qualifying test, may result in discipline.

6. Employees who have been found to be using illegal drugs or narcotics, or abusing prescription drugs, shall be provided a hearing before the City Manager or his designee where evidence is presented and preserved, before final action is taken against the employee.

7. The City will indemnify and save the Union harmless from any action alleging the constitutionality of the administration of this drug testing provision.

E. RANDOM DRUG TESTING

Random drug testing will be implemented in accordance with the General Orders of the Departmental Manual, Middletown Division of Police. The General Order implementing random drug testing shall not be amended without the agreement of the parties.

ARTICLE XV – EMPLOYEE RIGHTS

A. All contacts, verbal or written, be it disciplinary or any other, between a member and a superior officer, shall be conducted in a calm, professional manner.

B. During the course of an investigation of member misconduct where discipline is likely to result to the affected member, the member may request the presence of a union representative during the investigating interview, provided the representative is reasonably available.

C. The member being interviewed shall be informed verbally of the nature of the investigation before the interview commences. The member shall be permitted to take notes of the interview.

D. When a member is being interviewed, where discipline may result, the member shall answer truthfully and completely all questions concerning the investigation posed to him by the interviewing officer. A member who refuses to answer such questions shall be informed that his refusal to answer constitutes insubordination and can be a basis for disciplinary action.

E. The City agrees not to suspend without pay, demote or discharge a member without first offering the member the opportunity to provide an explanation of the circumstances surrounding the charge brought against him, to the Chief of the Division of Police. The member may have an FOP representative, and his attorney, present during the meeting provided the individuals selected are reasonably available. Meetings, where practical, shall be conducted at hours reasonably related to the member's shift, preferably during the member's working hours.

F. Written notice of the charge(s) against a member, and a description of the nature of the evidence upon which the charge(s) is based shall be given the member in advance of the meeting described above.

G. All entries in personnel files relating to disciplinary action or performance shall be provided to the member by copy and such member is entitled to place a letter of explanation or rebuttal to be attached to any such entry so long as said explanation or rebuttal does not exceed 300 words in length and is submitted within 7 working days of the date the member is provided with the entry.

H. A member shall be provided a copy of his/her personnel file, upon request, if such member has been disciplined or is eligible for retirement. A copy of a member's file shall be provided to them at no cost, no more than one time in any three year period.

I. A committee of no more than three (3) members of the bargaining unit, will meet with representatives of management from time to time for the purpose of discussing subjects of mutual concern. Meetings may be requested not more than once every ninety (90) days, except upon agreement by both parties. There shall be no obligation upon the City or the Union to renegotiate working conditions, pay or any other policy or practice which may be the subject of such discussions. Meetings shall be limited to two hour's duration. The party requesting the meeting shall submit a proposed agenda in writing five (5) days prior to the scheduled meeting. Those items not considered during the Labor Management Meeting may be resubmitted in writing for agendas of subsequent meetings.

ARTICLE XVI – LAYOFF/RECALL

A. Layoff/Bumping. In the event the City should lay off police personnel, such lay offs shall be solely in accordance with this Article and in lieu of any provisions in Chapter 124 of the Ohio Revised Code or any conflicting provisions of the City Charter or City policy. For the purpose of this agreement, seniority shall be the total service within a sworn police position with MPD less any time, which constitutes a break in service. For layoff only, seniority shall constitute time in rank, subject to the provisions herein.

1. Patrol officers with the least seniority shall be laid off first.

2. In the event the City should reduce the number of police supervisors, the supervisors with the least time in rank shall bump to the next lower rank.

3. In the event the City should reduce the number of Deputy Chiefs, such Deputy Chief shall bump to the lower rank of Lieutenant. A Deputy Chief reduced in rank shall bump the Lieutenant with the least amount of time in grade. A Lieutenant reduced in rank shall bump the Sergeant with the least amount of time in grade and a Sergeant reduced in rank shall bump the least senior Patrol Office. A supervisor bumped into a lower supervisory rank will be placed in the lower rank based upon the employee's total time as a supervisor for the Middletown Police Department. Once bumped into the patrol rank, the bumped member shall become the senior ranking officer in the patrol rank for the purposes of recall only. For layoff purposes, the employee bumped into the patrol rank is placed according to his departmental seniority. This bumping procedure shall continue until no lower rank exists.

4. An employee who is reduced in rank shall be reinstated to their previous rank in reverse order of bumping and before any competitive test is given for a supervisory opening.

5. In the event a member is laid off, he shall receive payment for earned but unused vacation and/or holiday (to include current calendar year) sick leave conversion, uniform maintenance, and clothing allowance with his termination pay.

B. Recall. Members who are on lay-off shall be placed on a recall list for a period of two years and shall be recalled in reverse order of their layoff with the last member laid off being the first to be called back, and continuing in like manner until the required number of members has been obtained.

C. Recall notification. No new member shall be hired until all members who have been laid off in the previous two years have been given the opportunity to return to work. Laid off members will be notified by registered mail at their last known address to return to work within twenty one calendar days. Failure to report within the time limit removes them from the recall list

D. Layoff/Termination. A member who is on layoff for a period of two years is automatically terminated and loses all seniority.

ARTICLE XVII – SAVINGS CLAUSE

This Contract is meant to conform to and should be interpreted in conformance with the Constitution of the State of Ohio and United States of America and all applicable State and Federal Laws. Should any part of this Contract be held invalid by operation of law or by any

tribunal of competent jurisdiction or should compliance with or enforcement of any part of this Contract be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions of this Contract or the application of such portions to persons or circumstances other than those to whom or to which the Contract has been held invalid or has been restrained. In such an event and upon written request by either party, the parties to this Contract shall meet at mutually agreeable times to attempt to agree upon a substitute provision. All other provisions of this Contract shall remain in full force and effect for the duration of this Contract.

ARTICLE XVIII – TOTAL AGREEMENT, HEADINGS AND GENDERS

A. The provisions of this Contract constitute the entire written Contract between the City and the F.O.P. Neither party shall be bound by prior written or verbal agreements.

B. 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 any such Article nor affect any interpretation of any such Article.

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

ARTICLE XIX – EMBODIMENT

The two parties to this Contract jointly and separately agree that this Contract embodies all applicable provisions relating to members covered.

The City and Lodge #36 each certify without reservation that an adequate opportunity has been afforded its bargaining representatives to propose and vigorously advocate all negotiable subject matter during the course of collective negotiations preparatory to the signing of this Contract. Arrangements, provisions and procedures previously agreed to by the parties, either formally or informally, shall henceforth be void as of July 1, 1984, unless included herein.

ARTICLE XX – INJURY LEAVE

Employees are entitled to receive injury leave for on-the-job injuries, in accordance with the conditions and limitations set forth in this article. Such leave shall be in addition to all other leaves provided in this agreement.

A. An on-the-job injury is a physical injury that an employee suffers during the course and scope of his/her employment for the City of Middletown. On-the-job injury does not include pre-existing injuries, injuries suffered at the workplace which are not in the course and scope of the employee's work activity, psychological or psychiatric injuries or conditions. However, any member who suffers a heart attack, is over forty (40) years of age and has been employed by the City of Middletown for a period of ten (10) consecutive years as a police officer shall be presumed to have suffered an on-the-job injury.

B. An employee who suffers an on-the-job injury shall receive up to one hundred and fifty (150) working days of injury leave.

1. Injury leave shall be used consecutively from the date of injury, except that if an employee has not exhausted the leave for an injury, he/she may take such leave for the same injury at anytime within four (4) years of the on-the-job injury. However, any such non-consecutive use of injury leave shall be available only after the employee uses three (3) consecutive days of sick leave before each such non-consecutive use of injury leave, except where such nonconsecutive use occurs within seven (7) calendar days of the date of injury. In no event shall injury leave be available more than four (4) years after the initial date of the injury.

C. In order to be eligible for injury leave, the employee must submit, within twenty-four (24) hours of the on-the-job injury, a report, in a form established by the employer, to the appropriate supervisor. In addition, the employee must submit to the employer, within five (5) days of the on-the-job injury, a physician's statement, describing the nature of the injury, limitations on the employee's ability to work, and an expected date of return to work. If an employee is hospitalized immediately following the injury, he shall submit the physician's statement within five days after his dismissal from the hospital to the employer.

1. If the employee fails to comply with the requirements of paragraph C of this article, the first ten (10) days of leave shall be charged as sick leave and subtracted from the injury leave balance, unless the employee fails to submit either the report or the physician's statement within thirty (30) days of the injury, in which case, the employee shall lose his/her entitlement to any injury leave.

D. An employee claiming the right to receive, or who is receiving injury leave compensation, may be required by the employer from time to time to submit himself for a medical examination by a licensed physician, selected by the employer. The employer will pay any legitimate cost for examination that the employee's medical insurance or workers' compensation does not cover, including travel expenses.

If an employee refuses to submit to a medical examination, or if the report from the physician conducting the medical examination provides that the employee is either not injured or is able to return to work, further injury leave compensation may be suspended or denied.

If the report from the physician selected by the city is in conflict with the report submitted by the member's physician regarding the nature of the injury, limitations on the member's ability to work or the expected date of return to work, the member shall be examined by a third physician selected by the employer from a list of physicians to be mutually agreed to by the parties. The opinion of said third physician shall be determinative.

E. An aggravation or re-injury of an existing injury or condition shall be treated as part of the original injury, and shall be subject to the limitations in paragraph B of this Article. The employer retains the right to require written evidence of the aggravation or re-injury from the employee's physician. This provision is subject to paragraph D of this Article. An employee who suffers an on-the-job incident or accident resulting in a new injury to a previously injured area of the body will be eligible for the full benefit described in paragraph B of this Article.

F. A member who is injured and unable to perform his regularly assigned duties, may be assigned at the sole discretion of the Chief of the Division to perform duties not requiring great physical exertion in lieu of receiving injury leave compensation, with the approval of the member's physician or the employer's physician as set forth in paragraph D above.

G. 1. A member who has exhausted all 150 days of injury leave and is still unable to return to his/her regular duties shall be permitted to use up to 40 days of sick leave. If, after this 40 day period, the employee is still unable to return to his/her regular duties, the member shall use any accrued but unused banked time off (i.e., holidays, vacation days, personal days or compensatory time) before using any sick time. If the employee returns to his/her regular duties, all the banked time used at the end of injury leave (except time that was required to be used in a previous year) will be immediately credited back to the employee's leave bank. Any time so credited shall then be deducted from the member's sick leave bank.

2. If the employee resigns or terminates employment for any reason (except as a result of a new injury as defined in paragraph A of this Article) within six (6) months of returning to regular duties, banked leave time that had been credited will then be deducted from the member's bank and such time credited back to the member's sick leave account.

H. Employees who are injured while at work who are under the influence of alcohol or drugs, as prohibited in Article XIV of this Agreement, are not eligible for injury leave under this Article.

I. In an effort to expedite the processing of medical claims for employees who have suffered a job related injury (as defined in Article XX(A)), the City agrees to waive the 14-day "protest period" provided by the State Bureau of Worker's Compensation (BWC) in connection with BWC's approval or denial of an MRI test.

ARTICLE XXI – TERMINATION

This Contract shall become effective November 1, 2012 and shall terminate on October 31, 2015.

[Remainder of page intentionally left blank. Signatures follow on next page.]

SIGNATURES

FOP LODGE #36

Cristopher Kelly
President, FOP Lodge #36
Bargaining Committee Member

Dennis Jordan
Bargaining Committee Member

Jon Rawlins
Bargaining Committee Member

Richard Bush
Bargaining Committee Member

John Magill
Bargaining Committee Member

Eric Crank
Bargaining Committee Member

CITY OF MIDDLETOWN

Judith A. Gilleland
City Manager

David VanArsdale
Chief of Police

Mark Hoffman, Deputy Chief
Bargaining Committee Member

Rodney Muterspaw, Deputy Chief
Bargaining Committee Member

Leslie S. Landen, Law Director
Bargaining Committee Member

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF MIDDLETOWN

AND

FOP, LODGE #36

As part of the Collective Bargaining Agreement negotiated between these parties, which becomes effective November 1, 2012 and terminates October 31, 2015, the City and the Union agreed to changes in the procedure for the conversion of unused sick leave to terminal pay upon the completion of a members' employment. These changes place limits on the amount of sick leave a member may accumulate and restructure the rates and amounts of unused sick leave which can be converted to terminal pay. In an effort to resolve inconsistencies or inequities, the parties are executing this Letter of Understanding.

1. The sick leave balance of any member who has accumulated more than two thousand (2000) hours prior to November 1, 2012 shall be frozen at the amount accumulated as of midnight, October 31, 2012. The member will be permitted to use the sick leave hours exceeding the maximum accumulation permitted by the Collective Bargaining Agreement, but will not be permitted to exceed that maximum after the member's accumulation goes below that maximum. Further, so long as the member's total exceeds 2000 hours, the member cannot accumulate additional sick leave.
2. Any member who is eligible to retire with full benefits under the Police & Fire Disability and Pension Fund of Ohio (e.g., 25 years of service, 48 years of age and not prevented from doing so by enrollment in the DROP program), may opt to retire under the sick leave conversion program in place in the previous collective bargaining agreement by submitting, in writing, an election to do so within thirty (30) days of the execution of the Collective Bargaining Agreement effective November 1, 2012. Failure to submit the written election in a timely fashion constitutes a waiver of this option.

CITY OF MIDDLETOWN

By: _____
City Manager

Date: 11-27-12

FOP, LODGE #36

By: _____
Cristopher R. Kelly, President

Date: 11-21-12

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF MIDDLETOWN

AND

FOP, LODGE #36

Upon the execution of the Collective Bargaining Agreement between the parties for the period from November 1, 2012 through October 31, 2015, each member of the collective bargaining unit shall receive a signing incentive of six hundred dollars ($600.00).

CITY OF MIDDLETOWN

By: _____
City Manager

Date: 11-27-12

FOP, LODGE #36

By: _____
Cristopher R. Kelly, President

Date: 11-21-12