01-18-13
12-MED-09-0901
1451-02
K29464

COLLECTIVE BARGAINING AGREEMENT

Between

CITY OF SYLVANIA

and

FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL, INC. LODGE NO. 129

Representing

The Sylvania Police Patrolmen

C.B.A. 2013 - 2015

INDEX

ARTICLE	PAGE NO.
ARTICLE I Recognition	11
ARTICLE II Preamble	11
ARTICLE II Non-Discrimination	12
ARTICLE IV Union Representation	12
ARTICLE V Rights of Employees	13
ARTICLE VI Employee Records and Disciplinary Procedures	15
ARTICLE VII Grievance Procedure	17
ARTICLE VIII Arbitration	18
ARTICLE IX Seniority	19
ARTICLE X Temporary Assignment Time	23
ARTICLE XI Wages	23
ARTICLE XII Outside Employment	26
ARTICLE XIII Leaves of Absence	26
ARTICLE XIV Sick Days	31
ARTICLE XV Bulletin Boards	33
ARTICLE XVI Safety	33

ARTICLE XVII 34
Shifts

ARTICLE XVIII 35
Management Rights

ARTICLE XIX 36
No Strike

ARTICLE XX 37
Allowances

ARTICLE XXI 38
Credit Union

ARTICLE XXII 38
Education and Training

ARTICLE XXIII 40
Trading Days Off

ARTICLE XXIV 40
Call Back Pay

ARTICLE XXV 41
Miscellaneous

ARTICLE XXVI 41
Bonus Days

ARTICLE XXVII 42
Temporary, Part-Time, and Casual Employees

ARTICLE XXVIII 42
Hours of Work

ARTICLE XXIX 44
Compensatory Time

ARTICLE XXX 45
Vacations

ARTICLE XXXI 47
Holidays

ARTICLE XXXII 49
Insurance

ARTICLE XXXIII 51
Bereavement Pay

ARTICLE XXXIV 51
Jury Duty Pay

ARTICLE XXXV 52
Union Security and Dues Deduction

ARTICLE XXXVI 53
Legal Limitations and Waivers

ARTICLE XXXVII 53
Duration

ARTICLE XXXVIII 54
Toledo Income Tax Withholding

ARTICLE XXXIX 54
IRS Section 125 Plan

ARTICLE XL 55
Drug Testing

SIGNATURE PAGE 60

APPENDIX A 61
Wage Rate

APPENDIX B 62
Bonus Days Hours

ALPHABETICAL INDEX

TOPIC	PAGE
Address & Phone Required	41
Acting Shift Commander	23
Ad-Hoc Time	43
Allowances	
Clothing - 37	
Travel - 38	
Side Arms - 38	
Appendix:	
A: Wage Scales	61
B: Bonus Hours Chart	62
Arbitration	18
Assignment w/o exam	22
Bereavement Pay	51
Bonus Days and Sell Back	41
Chart: Appendix-B - 62	
Bulletin Boards	33
Call-in Pay	40
Clothing Allowance	37
Compensatory Time	44
Credit Union	38
Direct Deposit	24
Disability Insurance	50
Disciplinary Files	15
Dues Deduct	52
Duration	53

Drug Testing 55
Education and Training 38
Employee Records & Discipline 15
Employee Rights 13
Eye Glasses/Contacts Damage 34
Family Medical Leave 27
Fatal Force Leave of Absence 28
Funeral Leave 51
Grievance Procedure 17
Health Insurance 49
Holidays & Holiday Pay 47
Hours of Work 42
Inoculations 34
Insurance 50
IRS Section 125 Plan 54
Jury Duty 51
Labor Actions 36
Layoff & Recall 20
Leaves of Absence 26
- Family - 27
- Fatal Force - 28
- Medical - 26
- Military – 28
- On-duty injury - 29
- Personal - 28
- Physical Exam - 29
- Reduced Schedule - 27
- Workers Comp - 30

Legal Limitations & Waivers 53
Liability Insurance 49
Life Insurance 49
Lodge Representation 12

Lodge Security & Dues Deduct	52
Longevity	24
Management Rights	35
Medical Insurance	49
Medical Leave of Absence	26
Military Leave of Absence	28
No-Strike	36
Non-Discrimination	12
On-duty Injury Leave of Absence	29
Outside Employment	26
Overtime	43
Overtime Right to Require	44
Part-time, Temporary, Casual	42
Passed-over Overtime	43
Payday	24
Pay Scale	61
Personal Days (vac)	47
Personal Leave of Absence	28
Phone # & Address Required	41
Physical Exam: Leave of Absence	29
Preamble	11
Probation	21
Promotion by Exam	21
Promotion Test Study Material	39
Pyramiding	44
RTO Pay	40
Recognition	11

Records & Discipline 15
Reduced Schedule Leave 27
Representation 12
Resignation 16
Retirement Contribution Pick-up 50
Rights of Employees 13
Safety Committee 33
Schedules & Scheduling 42
Sell Back Bonus Vacation (only) 41
Seniority 19
Shifts 34 & 43
Shift Commander 23
Shift Differential 34
Shift Assignment 35
Sick Days 31
Sick Days Occurrences 32
Sick Time Sellback 32
Sick Time: family death 32
Side Arms 38
Strike 36
Study Material for Promo Exam 39
Telephone Required 41
Temporary Assignment 23
Temporary, Part-time, Casual 42
Toledo Income Tax Withhold 54
Trading Days Off 40
Training 38

Training Transportation 38
Travel Allowances 38
Tuition Reimbursement 39
Vacations 45
Vacation Sell Back (Bonus only) 41
Vision Insurance 50
Wages: pay & steps 23
Wages: Appendix-A 61
Wages $.25 Certain Employees 25
Work Schedules 42
Work Schedule Posting 43
Work Schedule Change 48 hr Notice 44
Workers Comp Leave 29

ARTICLE I

RECOGNITION

The City recognizes the Fraternal Order of Police, Ohio Labor Council, Inc., Lodge 129 as the exclusive collective bargaining representative for all Employees in the following units:

1. All full-time Police Officers below the rank of Sergeant; pursuant to SERB Certifications in Case Nos. 96-MED-10-0902 (hereinafter referred to as "Employees"), but excluding the Chief of Police and all others excluded by the Public Employees Bargaining Act, for all matters involving wages, hours of work and all other conditions of employment.

ARTICLE II

PREAMBLE

This Agreement is entered into by and between the City of Sylvania, an Ohio municipal corporation (hereinafter referred to as the "City") and the Fraternal Order of Police, Ohio Labor Council, Inc. (hereinafter referred to as the "Union").

It is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote mutual harmonious understanding and relationships between the City and the Union, to promote division efficiency and effectiveness, to establish wages, hours and other terms and conditions of employment of employees covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences, which may arise from time to time over the negotiations, interpretation, and application of this Agreement.

In consideration of the mutual promises, covenants, and agreements contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually convent and agree as follows:

ARTICLE III

NON-DISCRIMINATION

Section 1. The City will continue to provide equal employment opportunity for all Employees and develop and apply equal employment practices.

Section 2. The City and the Union agree that this Agreement will apply equally to all Employees regardless of race, creed, color, national origin, age, sex, religion, or membership in the Union. The use of the male gender throughout this Agreement shall be considered to mean both male and female.

Section 3. The City and the Union agree to abide by the provisions of all applicable Federal, State and City laws and regulations regarding non-discrimination in employment.

ARTICLE IV

UNION REPRESENTATION

Section 1. For the purpose of collective bargaining, the Union shall be represented by a Committee of not more than three (3) members who shall be elected by the Employees from bargaining unit, and all of whom have been employed by the City a minimum of three (3) years.

Section 2. The City will pay no more than three (3) Union Committee members for time spent in collective bargaining sessions with the City when such sessions occur during the Employee's regularly scheduled work period. However, if the City reasonably believes that the Union has failed to comply with the provisions of this section or has abused the provision regarding payment of wages for time spent bargaining, the City may withhold wages for bargaining time as appropriate. Negotiation sessions will be held at reasonable times and for reasonable durations and will not interfere with Division operations.

Section 3. The Union shall provide the Director of Personnel and Chief of Police, in writing, with the names of its officers and all changes thereto and the City shall be entitled to rely on the accuracy of any such list or any revisions thereof.

Section 4. A Union Representative, upon notifying his immediate supervisor, shall be permitted reasonable time while on duty for the purpose of aiding or assisting or otherwise representing bargaining unit Employees in the handling and processing of grievances in the Grievance Procedure, in accordance with the terms of this Agreement. Such reasonable time shall be without loss of pay. Such grievances processing time shall be subject to the press of the City business and shall not be abused by the Union.

Section 5. Upon written notification by the Union and subject to departmental emergencies and/or reasonable departmental employee requirements, the City will alter individual employee regularly scheduled workdays to enable bargaining committee members to attend all scheduled negotiating sessions with the City. Such shift alterations shall not result in any overtime or compensatory time payments for the negotiating committee members. Employees not regularly scheduled at the time of the negotiating sessions shall not be entitled to any compensation.

Section 6. Authorized representatives of the Union shall be permitted to visit the Division during working hours and talk with officers of the Union and/or representatives of the City concerning matters covered by this Agreement. It is agreed that the City will be provided with advance notice of such visits and the person or persons to be visited; that such visits will be at reasonable times and duration, and will not interfere with Division operations.

ARTICLE V

RIGHTS OF EMPLOYEES

Section 1. Prior to an internal interview concerning allegations of violations of administrative matters relating to the official business of the Sylvania Police Division, the Employee shall be advised as follows:

(a) The Employee is required to answer all questions fully and truthfully.

(b) Refusal to comply with an order is a violation of department rules which will subject the Employee to disciplinary action.

(c) Any required self-incriminating information disclosed will not be used against the

Employee in subsequent criminal proceedings.

(d) The form that is known as the "GARRITY and PIPER WARNING" will be used for this purpose.

Section 2. An Employee shall have the right to be represented, at his expense, by an attorney, union representative or supervisor who may, at the request of the Employee, be present at all times during the interview, provided such representation does not result in suspension or delay of the interview for an unreasonable period of time.

(a) The Employee representative is limited to acting as an observer of the interview, except that where the interview focuses on, or leads to, evidence of potential criminal activity by the Employee. An Employee's representative may advise and confer with the Employee during the interview.

Section 3. Interviews will be conducted by an officer employed by the City, of equal rank or above the Employee being interviewed, or by a member of the City Law Department.

Section 4. Interviews will be conducted at a reasonable hour, preferably at a time that the Employee is on duty, and shall take place at the office of the investigator or another location of mutual convenience.

Section 5. The Employee shall be informed of the name, rank, and command of the officer in charge of the investigation, who will conduct the interview, and all other persons present during the interview. There will be no more than two (2) persons conducting the interview and they will be responsible for all questions directed to the Employee.

Section 6. The Employee under investigation will be given notice, in writing, of the nature of the complaint and the names of all known complainants and witnesses, and be allowed a minimum of four (4) calendar days from the receipt of the notice prior to any interview taking place, the day the notice is received being day one (1). The four (4) day period may be waived, in whole or in part, by the Employee.

Section 7. Interview sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

Section 8. Employees under investigation shall not be subject to offensive language, nor

threatened with transfer, dismissal, or disciplinary action during an interview. No promise or reward shall be made by an investigator as an inducement to answer any question.

Section 9. A verbatim record, tape-recorded or transcribed by a court stenographer, shall be made of the complete interview and shall be made available to the Employee or his counsel upon request. Cost of transcription shall be borne by the party requesting same.

(a) Interruptions will be noted and any relevant discussions transpiring during breaks will be summarized and verified for accuracy by the Employee.

Section 10. Interviews will be limited in scope to activities, circumstances, events, conduct or acts that pertain to the complaint made. If during the course of the interview evidence of criminal activity on the part of the Employee, or its likelihood, becomes known to the investigator, the Employee shall immediately be advised of his constitutional rights (Miranda Warning) and given the opportunity to seek legal counsel. The interview will continue only with agreement of the Employee.

Section 11. No public statement will be made prior to a final decision being rendered by the Chief of Police in any investigation and no public statement will be made if the Employee is innocent unless requested by the Employee.

Section 12. No Employee shall be compelled to speak or testify before, or be questioned by, any non-governmental agency, or group not directly involved in the investigation.

Section 13. No Employee shall be required or requested to disclose any item of his property, income, assets, source of income, debts, or personal or domestic expenditures, including those of any member of his family or household, unless such information is reasonably necessary in investigating a possible conflict of interest with respect to the performance of his official duties or unless such disclosure is required by law or reasonably related to the matter under investigation.

ARTICLE VI

EMPLOYEE RECORDS AND DISCIPLINE PROCEDURES

Section 1. In the event that the City finds it necessary to reprimand an Employee, the Employee shall be made aware that a record of such reprimand is being maintained in the

supervisor's files or records with a copy to the Employee and the Chief.

Section 2. Employees who have been charged with violations of Division Rules and Regulations shall, upon request, be provided the opportunity to inspect and copy transcripts, recordings, written statements and other relevant material. The City shall not insert any adverse material into an Employee personnel file unless the Employee has an opportunity to review and copy said material.

Section 3. In the event that a reprimand is issued that is to be made part of the official personnel record of the Employee, then the Employee shall have five (5) calendar days in which to request, in writing, a hearing before the Chief of Police if he so desires. If the matter cannot be resolved at such hearing he shall have the opportunity to appeal the reprimand in accordance with the Grievance Procedure provided for herein.

Section 4. When it becomes necessary for a supervisor to reprimand an Employee, it shall be done in a manner as to not cause undue public embarrassment to the Employee. However, this does not preclude supervisors from taking immediate action to resolve an ongoing situation.

Section 5. The Union will be provided a copy of all personnel rules and regulations or special orders, notices and bulletins relating to Employee rules and regulations not less than three (3) days prior to implementation of such rules and regulations.

Section 6. Upon written request of the Employee, disciplinary action shall cease to have force and effect, absent any intervening discipline relating to the original discipline, in accordance with the following schedule:

(1) Oral and written reprimands--one (1) year from the date of the reprimand;

(2) Suspensions, if for less than thirty (30) days--two (2) years from the date of the suspension; if for thirty (30) days or more--five (5) years from the date of the suspension.

Section 7. An Employee may resign at any time prior to final discharge decision of the Mayor and his personnel file shall show voluntary resignation.

Section 8. An Employee may inspect and copy his personnel records at any reasonable time and place. Upon written authorization from the Employee, a Union Representative may review the employee's personnel file.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 1. Should any dispute arise as to the interpretation or application of any provision of this Agreement between the City and the Union, it shall be processed in accordance with the following procedures:

Section 2. Steps.

STEP ONE: The Employee and/or Union within five (5) calendar days after the date on which the incident giving rise to the grievance occurred, may take up the grievance with the supervisor involved. The Employee may request a Union Representative to be present. The supervisor shall then attempt to adjust the matter and shall respond within five (5) calendar days after such decision.

STEP TWO: If not adjusted in Step One, the grievance shall be reduced to writing and presented by the Employee or the Union to the Chief of Police within ten (10) calendar days following receipt of the supervisor's answer in Step One. The written grievance must be signed by the Employee and must state all the basic facts giving rise to the grievance and the provisions of this Agreement believed to have been violated. The Chief of Police shall attempt to adjust the grievance as soon as possible and therefore will schedule a meeting with the Employee within ten (10) calendar days after receipt of the grievance from the Employee or the Union. The Chief, or his designee, shall then render a decision within ten (10) calendar days after the meeting.

STEP THREE: If the grievance is not resolved at Step Two, a written appeal to the Mayor or the Mayor's designee may be filed by the Employee or the Union within ten (10) calendar days following the City's Step Two response. The appeal shall be filed in person, during regular City business hours, with one of the following persons (in the order in which they

appear), as designee of the Mayor. The Union will be given a copy of the grievance signed and dated by the designee of the Mayor, as evidence of filing. The designees of the Mayor are as follows:

1. Mayor's Administrative Assistant
2. Director of Personnel
3. Director of Law
4. Director of Finance
5. Clerk of Council

The City shall issue a written response within fifteen (15) calendar days after the grievance is filed with the Mayor.

STEP FOUR: If the grievance is not settled in Step Three, the City, or the Union may submit the grievance to arbitration. Any dispute arising out of the discharge, demotion or discipline shall be subject to arbitration.

Section 3. The time limits provided herein shall be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.

ARTICLE VIII

ARBITRATION

Section 1. Any grievance which is not settled in Step Three of the Grievance Procedure may be submitted to an impartial arbitrator by either party. Notice of intent to appeal the grievance to an impartial arbitrator shall be filed, in writing, with the other party within fifteen (15) calendar days after a final answer has been given by the other party in Step Three unless the time is extended by mutual agreement of the parties, in writing.

Section 2. The City and the Union shall each appoint a representative to select an impartial arbitrator. If the City and the Union Representatives cannot agree on an arbitrator within ten (10) calendar days, the arbitrator shall be selected from a panel supplied by Federal Mediation and Conciliation Service by each party alternately striking names from the list, the party requesting arbitration striking first. The remaining individual on the panel shall be the sole arbitrator designated to hear and decide the dispute.

Section 3. The arbitrator so selected shall hold a hearing at the earliest date agreeable to the parties to hear evidence concerning the dispute. The arbitrator shall issue his decision, in writing, no later than thirty (30) calendar days from the date of closing of any hearing. The arbitrator shall have no power to add to, subtract from, or modify any of the express terms of this Agreement, or any supplemental agreement. The decision of the arbitrator shall be final and binding on all parties concerned in the grievance.

Section 4. The City and the Union shall share equally the arbitrator's fee and other expenses of arbitration. The cost of any witnesses or transcript of proceedings shall be paid for by the party requesting same unless the parties mutually agree to the contrary. No more than one (1) grievance shall be submitted to an arbitrator for a determination at one time unless agreed otherwise by the City and the Union.

ARTICLE IX

SENIORITY

Section 1. As used in this Agreement, the term "division seniority" shall be defined as continuous service from initial date of hire in the Police Division; the term "rank seniority" shall be defined as continuous service within the respective rank.

As used in this Agreement, the term "qualification" shall be defined as prior work record, acquired skill, physical fitness, dependability and availability to perform the work involved in an efficient manner.

The City shall maintain and post a current list of all Employees within the bargaining unit showing the initial date of hire and the date of the most recent promotion and rank for each

Employee in the bargaining unit.

When it is necessary for overtime to be worked for three hours or more within the Patrol Officers bargaining unit, the overtime shall first be offered to Patrol Officers and unless all Patrol Officers refuse or are otherwise unavailable for such overtime, it will not be offered to any other Employee within the Police Department.

Section 2. An Employee shall cease to have seniority and employment shall be terminated for any of the following reasons:

(a) Voluntary quit;

(b) Discharge for cause;

(c) Failure to report within three (3) working days after receipt of notice of recall from layoff;

(d) Acceptance of other employment when on leave of absence without written approval of the City, overstaying a leave of absence without prior written approval of the City or obtaining leave of absence under false pretenses;

(e) Failure to perform service on active employment due to layoff or leave of absence for a period up to his length of continuous service or three (3) years, whichever is less; however, seniority for vacation or compensation time shall accrue up to a maximum of two (2) years;

(f) Failure to perform services on active employment due to disability from an on-duty injury for a period up to five (5) years; however, seniority for vacation or compensation time shall accrue up to a maximum of two (2) years.

Section 3. Layoff and Recall. Should it become necessary to reduce the working force within any bargaining unit, the City will determine which job or jobs, by rank and department, are to be affected. Layoffs shall be by rank seniority if qualifications are equal. An employee in the sergeant rank may exercise division-wide seniority to displace the least senior officer in the officer rank. Employees in either sergeant or officer rank who are displaced may exercise seniority to displace the least senior Employee in the Telecommunicator bargaining unit if the Employee previously was permanently classified as a Telecommunicator within the previous five (5) years, and who have spent at least one (1) year as a full-time, permanently-classified

Telecommunicator.

Recall from layoff shall be in reverse order of layoff. Recall to a position previously filled by virtue of promotional examination and appointment shall not require another Promotional examination.

Section 4. Probation. During the first two thousand (2000) working hours of employment with the City, Police Division, following satisfactory completion of the Recruit Training Program (RTO) as certified by the Chief of Police, an Employee shall be considered probationary. Working hours shall not be deemed to include FMLA time off or Military leave; or any other type of leave, whether paid or unpaid, during which the employee is not actually performing the duties of a Police Officer, where such time exceeds eighty (80) hours of the 2000 hours. Such Employee shall be subject to discipline and/or discharge at the discretion of the City and shall not be covered by the terms of the Grievance Procedure or Civil Service Commission review.

A promoted Employee shall be in a promotional probationary period for the first one thousand (1000) working hours of service in the rank. In the event that the Employee is found to be unsuited for the work of the new rank or desires to return to his former rank during this period, he shall be reinstated to his former rank. Such return to prior rank shall not be subject to the Grievance Procedure but, at the Employee's request, shall be subject to Civil Service Commission review.

Section 5. Promotion by Examination. When a promotional list has been certified to the Division, the Chief shall afford the Employees on the list an interview. If the Chief, utilizing the rule of three (3), does not intend to appoint the Employee who is first on the list, then he shall inform him, in writing, of the reason he has not been selected. The Employee who is not selected shall have the right to appeal the decision of the Chief only to the Mayor or his designee within five (5) calendar days after having been informed of the fact that he is to be bypassed. During this appeal, no Employee shall be permanently appointed to the position until a final ruling on all appeals has been made. The Chief shall make the appointment within sixty (60) days after the interviews unless the action is subject to appeal.

An Employee must have four (4) continuous full-time years of service as a police officer

with the City before he shall be eligible to take the promotional examination for Sergeant and for the promotion to the rank of Sergeant.

The City will add one (1) point for an Associate degree to the passing score of the Employee taking the promotional examination for Sergeant, two (2) points for a Bachelor Degree and three (3) points for a Masters Degree.

The City will add one-half (½) of a point for every year of service in rank to the grade of an Employee on the promotional test which shall be added to a passing score up to a maximum of ten (10) points.

The time period for taking any promotional examination or being placed on the eligibility list is subject to Civil Service rules that require competitive examination and may be rolled back to provide sufficient number of qualified applicants.

Section 6. Assignment With No Examination. When a job not requiring a promotional examination becomes vacant, or is created, an announcement of same shall be posted, in writing, on Division bulletin boards for five (5) calendar days. Interested Employees within each bargaining unit shall submit resumes and a request for assignment to the position. Assignments to fill such vacancies shall be made from the most qualified applicant. Should qualifications be relatively equal, in the discretion of the Chief of Police, then the most senior qualified applicant would fill the vacancy. The Employee who is not selected shall have the right to appeal the decision of the Chief only to the Mayor or his designee within five (5) calendar days after having been informed of the fact that he is to be bypassed.

When a vacancy occurs to which no Employee requests assignment, or those requesting the assignment do not have the required qualifications, the Chief of Police shall assign an officer with the least rank seniority with the necessary qualifications in the affected rank to the position. If the Chief of Police certifies the vacancy as a "special need" situation, requiring the assignment of an officer with specific job skills, or no Employees are found eligible by virtue of qualifications to fill the vacancy, he may select the most qualified appropriate Employee for the position irrespective of seniority, or hire a new Employee to fill the vacancy. A "special need" situation shall not be created or an assignment made as a substitute for discipline.

ARTICLE X

TEMPORARY ASSIGNMENT TIME

Section 1. Whenever a higher ranking position within the bargaining unit in the police division is vacated for reasons other than regular days off (e.g. scheduled vacation, leaves of absence, etc.), the position may be filled by temporary appointment by the Chief of Police if he determines a need for a substitute for the duration of the vacancy. If the Chief determines to fill the temporary vacancy by temporary appointment of a lower ranking and/or rated Employee, the acting Employee shall receive compensation for the period of the temporary assignment at the rate of pay of the position assigned, including his longevity rate.

Section 2. Patrol shifts will normally maintain a Sergeant as Shift Commander. In the absence of a Sergeant, the Police Officer designated by the Shift Sergeant, or if none is so designated or on duty, then the Patrol Officer with the highest rank seniority working on that shift, shall serve as Acting Shift Commander. A Police Officer serving as Acting Shift Commander shall receive compensation at ten percent (10%) above his normal rate of pay for each hour he actually functions as Acting Shift Commander.

ARTICLE XI

WAGES

Section 1. The matter of wages and the minimum rates of pay for job classifications and labor grades are attached to this Agreement as "Appendix A" which is a part of this Agreement. Such job classifications are merely for the purpose of identification and general description and shall not be deemed to control or limit job content. The appropriate labor grade for an Employee will be determined based on the Employee's anniversary date of hire, transfer, or promotion into each classification. Upon entry into a job classification, an Employee shall be compensated at the starting rate; upon completion of one (1) year of continuous service in a classification, an Employee shall advance to Grade 1; upon the completion of two (2) years of continuous service

in a classification, an Employee shall advance to Grade 2; upon completion of three (3) years of continuous service in a classification, an Employee shall advance to Grade 3; upon the completion of five (5) years of continuous service as a Police Officer such Police Officer shall advance to Grade 4. Employees in the starting grade rate may, however, on approval of the Chief of Police, advance to Grade 1.

Section 2. The wage rates for all Employees as set forth in "Appendix A" will remain in effect for the duration of this Agreement.

Section 3. All Employees covered by this Agreement shall be paid by direct deposit every other Thursday unless a holiday falls on Thursday in which case direct deposit will be made on the Wednesday before the holiday-unless the City is unable to do so because of circumstances beyond its reasonable control. All employees shall be required to provide the City with a "voided" blank check for the City to utilize in setting up the direct deposit procedure.

Section 4. In the event that any error has occurred which results in a substantial shortage in an Employee's pay and the amount of shortage is not in dispute, then a special check shall be prepared by the City, if possible, within two (2) hours of notification of the shortage to make up the difference. If an error occurs resulting in an overpayment, the City will deduct the overpayment from the next payroll check. Any minor error of less than eight and one-half (8 ½) hours pay in an Employee's pay will be corrected within the next pay period following discovery of the error.

Section 5. Longevity.

(A) All full-time Employees hired on or before January 1, 2000, with five (5) or more years of continuous service, shall received longevity pay in addition to their regular salary in accordance with the following schedule:

After Years of Service	Percentage Factor of Base Pay
5	100.5000
6	101.0023
7	101.5075
8	102.0150
9	102.5251
10	103.0377
11	103.5529

12	104.0707
13	104.5911
14	105.1141
15	105.6397
16	106.1679
17	106.6987
18	107.2322
19	107.7684
20	108.3072
21	108.8487
22	109.3929
23	109.9399
24	110.4896
25	111.3183
26	112.1532
27	112.9943
28	113.8418
29	114.6956
30	115.5558
31	116.4225
32	117.2957
33	118.1754
34	119.0617
35	119.9547

(B) All full-time Employees hired after January 1, 2000, with five or more years of continuous service with the City, shall be entitled to annual longevity payments in accordance with the following schedule:

Completed Calendar Years of Service	Amount
5 years through 9 years	$400.00
10 years through 14 years	$700.00
15 years through 19 years	$1000.00
20 years through 24 years	$1300.00
25 years or more	$1600.00

All such longevity pay shall be paid in a lump sum on the employee's anniversary date each calendar year.

Section 6. Employees permanently assigned to the Detective Bureau or to Community Affairs, in addition to their normal compensation, shall be paid an additional twenty-five cents

($.25) an hour.

ARTICLE XII

OUTSIDE EMPLOYMENT

Section 1. No Employee shall accept outside employment that is adverse to, or in conflict with, his employment with the City. Compatibility shall be determined by the Chief of Police. When said employment is determined to be incompatible, the Employee shall immediately cease such outside employment. Any dispute as to compatibility shall be subject to the Grievance Procedure.

ARTICLE XIII

LEAVES OF ABSENCE

Section 1. Medical Leave of Absence. An Employee will be granted medical leave of absence whenever he/she is unable to perform his/her job because of sickness, illness, or disability for a period of time equal to twelve (12) weeks, up to a maximum of one (1) year, or accumulated sick days, whichever is greatest. Employees requesting sick leave must furnish a physician's certificate specifying the nature of the illness or disability and the estimated length of time that the Employee will be unable to perform the essential functions of his/her job. Except as expressly provided otherwise in the Agreement, the Employee will use accrued sick days and benefits shall continue to accrue to the extent of the period of sick days. The City will continue to provide health care, life, and disability insurance for a period of twelve (12) weeks, or five (5) months after an Employee has used up all of his/her accumulated vacation and sick leave, whichever is greater, provided the Employee makes his/her contribution each month in advance.

The Employee may also be required to obtain the opinion of a second health care provider designated or approved by the City for medical leave of absence.

An Employee returning to work from medical leave is required to present the City with a

Medical certificate from his/her treating physician, indicating any restrictions on his/her ability to perform the essential functions of the job to which he/she is returning. The City may also require a physical examination at its expense if necessary to determine fitness for duty.

An Employee absent from the payroll after using up all accrued sick leave and vacation leave shall remain on the rolls of the City for a period of up to a minimum of twelve (12) weeks, or a maximum of one (1) year, or the total accumulated sick days and vacation days, whichever is greatest.

Section 2. Family Leave of Absence. An Employee will be granted a maximum of twelve (12) weeks of unpaid leave in a twelve (12) month period for the birth of a child, in order to care for a newborn child, and/or because of the placement of a child with the Employee for adoption or foster care, in order to care for a spouse, child, or parent of the Employee who has a serious health condition, provided the Employee provides a certification to verify the serious health condition. The Employee may be required to obtain the opinion of a second care provider designated or approved by the City. The City will continue to pay the Employee's health care, life, and disability insurance for up to twelve (12) weeks provided the Employee makes his/her contribution each month in advance. An Employee must exhaust all accrued, but unused, vacation leave, compensatory time, and sick leave, in this order, before utilizing Family Leave set forth herein. However, an employee may hold back up to sixty (60) hours of accrued vacation leave.

The annual twelve (12) month period shall commence and be measured forward from the date the employee first uses the twelve (12) week leave set forth herein.

Section 3. Reduced Schedule Leave. An Employee requesting intermittent or reduced schedule leave for a personal serious health condition or serious health condition of a family member as described in Sections 1 and 2 may be required to temporarily transfer to an available alternative position of equivalent pay and benefits which better accommodates recurring periods of leave. Such a leave shall require certification indicting that there is a medical need for the leave on the basis requested, the expected duration and schedule of intermittent or reduced schedule leave, and in the case of a family member, that the leave on the basis requested is necessary to care for or assist the family member.

Section 4. Personal Leave of Absence. A leave of absence, without pay, for compelling personal reasons acceptable to the City, may be granted for a period up to two (2) weeks if Division staffing requirements permit. Upon application and for good cause shown, such leave may be extended for a period of time up to a maximum of six (6) additional consecutive weeks without pay or benefits. A request for personal leave of absence or extension thereof must be made, in writing, by the Employee and granted, in writing, by the Chief of Police, in duplicate, signed by the Employee stating the reason for said leave. One copy shall be retained by the Employee and one copy by the Chief of Police. During such personal leave of absence, the Employee may continue in effect insurance programs by payment to the City the full monthly premiums in advance of each month.

Section 5. Military Leave of Absence. Any employee who is a member of the National Guard or any reserve component of the Armed Forces of the United States will be entitled to a military leave in pay status during which time the employee is engaged in the performance of official duty or training under competent orders. While on such leave, such employee shall be paid the employee's regular rate of pay, not to exceed a total of twenty-two (22) eight (8) hour work days or one hundred seventy six (176) paid hours in any one payroll year; provided however, to receive payment of salary an employee must, prior to the leave, file with the Head of the Department a copy of official orders and upon return a certification from the Commanding Officer of performance of duty in accordance with terms of the orders.

Where such annual military leave exceeds twenty-two (22) eight (8) hour work days annually and is pursuant to Executive Order or other legislative action of the Congress, such employee shall be entitled only to the difference between his regular wage and his military pay, as set forth in ORC 5923.05.

Section 6. Fatal Force Leave of Absence. An Employee who is required to administer fatal force or its equivalent as determined by the Chief of Police shall receive the necessary time off to relieve the stress which has resulted from the use of such force. The duration of time shall be set by the Chief of Police; however, he shall take into account the recommendation, if any, of the Employee's physician.

The Employee shall continue to receive his pay and benefits for the duration of time as set

by the Chief of Police. If the Employee requests additional time off, it shall be charged to vacation, accrued sick time or personal leave of absence.

The City shall require an Employee who is subject to time off to relieve stress and undergo social or psychological counseling at the City's expense in a program of the City's choosing.

Section 7. Physical Examinations. If an Employee who is on approved leave of absence for which sick days have been used is released for duty by his personal physician, the City may require the Employee to submit to a physical or mental examination, including drug testing, blood testing, and urinalysis, by a doctor of the City's choosing before returning to work. The City will make every effort to utilize one (1) physician for each such case and no additional sick time will be charged against the Employee after the date the Employee is released to return to duty unless the City's physician determines that the Employee is not capable of returning to full duty. In the event that the Employee's physician and the doctor chosen by the City are unable to agree that the Employee is capable of returning to full duty, the two doctors shall select the third impartial doctor to examine the Employee. The decision of the third doctor concerning capability of returning to full duty will be binding on the City, the Union, and the Employee.

In the event the impartial doctor determines that the Employee was capable of returning to full duty and the Employee was not on a compensated leave, the Employee shall be paid for the period of time commencing with the release of such Employee to full duty by such Employee's personal physician and ending with the determination by the impartial physician, and such compensation shall be paid retroactively. In the event that such Employee was being compensated under vacation or sick leave, such Employee shall be reimbursed that vacation or sick leave used for such period of time.

Section 8. On-Duty Injury Leave of Absence. When an Employee is injured or disabled while in the performance of his duties, and the injury is found to be compensable under the worker's compensation laws of the State of Ohio, the Employee may utilize accrued sick days for the first seven (7) days of disability leave of absence. Thereafter, the Employee shall be carried on the payroll of the City for the period of the disability provided the extent of the injury or disability prevents such person from performing those duties as may be assigned and, provided

further, such periods shall not exceed sixty (60), eight hour work days with the first seven (7) days of sick or vacation leave being reimbursed.

In order to be eligible, the Employee must submit a City Employee Injury Report and a written statement from the attending physician or medical authority which:

(1) verifies the disability;

(2) indicates the cause of the injury;

(3) indicates that the Employee is unable to perform the assigned duties; and

(4) states the Employee's expected date of return.

If the Employee returns to work prior to the expiration of the original sixty (60) day period and then is disabled at a later date due to the same injury, he may use the unused portion of the sixty (60) day period and follow the following outlined procedure of submitting a new City Employee Injury Report and written statement from the attending physician or medical authority providing the same information required above.

An Employee, only on approved injury leave as set forth above, may, at the City's discretion and subject to departmental policy, be required to work or be assigned other duties or limited duty during the period of disability at the Employee's regular rate of compensation provided, in the opinion of a physician or medical authority, the Employee is sufficiently recovered from such injury to perform the duties assigned.

Should the disability exceed sixty (60) work days, the Mayor or his designated representative, upon application thereto and submission of proof of continued disability from the physician or medical authority may extend the period during which the person is carried on the regular payroll. If the above requirements are not fulfilled, the request for injury pay extension will not be considered. Monthly statements from the physician or medical authority will be required to extend the use of leave and must be submitted within seven (7) calendar days of the expiration date of the extension. In the event the Bureau of Worker's Compensation should deny any claim as not being sustained in the course of and arising out of employment, disability pay charged to injury leave shall be charged to sick leave or vacation leave. In the event an Employee has an insufficient number of accumulated sick leave or vacation leave, a claim for which having been denied by the Bureau of Worker's Compensation, said Employee's next

regular pay check shall be reduced by an amount equal to the hours not covered by sick leave or vacation leave, not to exceed twenty percent (20%) of gross pay or another arrangement approved by the Director of Personnel which may include repayment of sick leave or vacation leave to be accrued until the City is repaid for time utilized and advanced by the City.

An Employee who has exhausted paid injury leave hereunder, and elects to receive temporary total disability benefits directly from the Bureau of Worker's Compensation, shall be placed on a medical leave of absence covered under Article XIII, Section 1: Medical Leave of Absence.

ARTICLE XIV

SICK DAYS

Section 1. All full-time Employees shall be entitled to sick days with pay. Paid sick day credit shall accrue as follows:

(a) All Employees shall be entitled to .0577 paid sick days for each hour worked up to a maximum of fifteen (15) eight (8) hour days of paid sick days per year.

(b) All hours actually worked and all hours paid but not worked, including holidays, vacation, medical leave of absence, disability on-duty leave of absence, personal leave of absence up to ten (10) days in any one (1) calendar year, shall be included as hours worked for purpose of calculating accrued paid sick days. No credit for premium or overtime pay shall be given consideration in calculating accrual of paid sick days.

Section 2. Effective on and after January 1, 1991, there will be no limit on the amount of unused paid sick days that may be accumulated.

Section 3. Paid sick days may be taken, and payment for sick days made, only in accordance with the provisions of this Agreement. Except as expressly provided herein, Employees shall forfeit all rights to paid sick days upon leaving the service of the City for any reason, except as expressly provided in Article XIV, Section 7.

Section 4. An Employee may use accrued sick days for personal illness, and in the case of illness, injury, or death in Employee's immediate family reasonably requiring the Employee's personal attention. To qualify for use of paid sick leave, an Employee must inform his

immediate supervisor of the fact and the reason for his absence at least one (1) hour prior to his shift and failure to do so, unless unable to do so or excused by the Chief of Police, may be cause for denial of pay for the period of absence. The Chief of Police may, in his discretion, require a doctor's certificate or other acceptable proof of illness, injury, or death before approving sick pay if the absence is in excess of two (2) consecutive working days or five (5) occurrences per calendar year.

Section 5. Full paid sick days shall be charged against Employees at the rate of eight (8) hours per day regardless of the length of the Employee's regularly scheduled shift. Partial paid sick days shall be charged at the rate of one (1) hour for each hour or part thereof used.

Section 6. All sick day payments shall be based on the Employee's regular straight-time hourly rate at the time of payment.

Section 7. Upon death, or retirement from the City of Sylvania through the Police and Firemen's Disability and Pension Fund and with ninety (90) calendar days notice, an Employee or his estate shall be entitled to cash payments for accrued, unused paid sick days as follows:

(a) Employees on the payroll as of December 31, 1983, or who are killed in the line of duty, shall receive full payment for accrued sick days up to a maximum of one hundred twenty (120) days;

(b) All Employees hired between January 1, 1984 and December 31, 1999 shall receive payment for one-half (½) of such accrued sick days up to a maximum of seventy-five (75) days.

(c) All Employees hired on or after January 1, 2000 shall receive payment for one-third (1/3) of all such sick days up to a maximum of seventy-five (75) days.

Rights to payment for accrued sick days shall terminate the later of thirty (30) days after the employee's last day of employment with the City of Sylvania, or when payment is actually made by the City.

Section 8. Newly hired Employees of the City may transfer sick leave hours earned and unused while employed with another State, County, Township, or Municipal Agency of the State of Ohio not to exceed one thousand four hundred forty (1440) hours. Upon death or retirement, only those sick leave hours earned while employed with the City of Sylvania will be used in the calculation of the cash payment as referred to in Article XIV, Section 7.

Section 9. In the event of death to the aunt, uncle, niece, or nephew of a full-time Employee in the City's service, such Employee shall be entitled to use one (l) day of sick leave. To qualify for this one (1) day of sick leave, the Employee must use it on the day of the funeral and must attend the funeral. This sick day used to attend the funeral will not qualify as an occurrence.

Section 10. Any abuse, patterned use, falsification of, or failure to provide a doctor's certificate or other acceptable proof of illness, injury, or death for the use of sick leave, shall be just and sufficient cause for disciplinary action or dismissal.

Section 11. No payment of salaries or wages shall be made to an employee for any period of absence, or sick leave, unless and until approved by the Chief of Police. In addition, thereto, the Chief of Police may demand verification of the nature of the illness, injury, or absence before granting approval, but in any case, verification must be provided after two (2) consecutive days absence. Failure of an employee to provide verification shall result in pay loss for the period in question, and may result in further disciplinary action, in the discretion of the Chief of Police.

ARTICLE XV

BULLETIN BOARDS

Section 1. The City will furnish the Union with designated space on available bulletin boards or provide bulletin boards on a reasonable basis. All notices and papers except notices of Union meetings, elections, and the results thereof, and Union social activities and events, must be jointly approved by the Union and the Chief of Police before posting.

ARTICLE XVI

SAFETY

Section 1. Safety Committee. A safety committee shall be established consisting of the Chief of Police, or his designee, and a representative of the Union, and shall meet

upon request at a time mutually agreed upon to discuss safety issues. Any report or recommendation prepared by the safety committee will be in writing with copies submitted to the Chief of Police and the Union. Reports or recommendations shall not be subject to the grievance procedure.

Section 2. No Employee shall be required to use any equipment that has been designated by both the Union and the City as being unsafe to operate because of a disabling condition. When an assigned department vehicle is found to have a disabling defect or it is in violation of the law, the Employee will notify his supervisor, complete required reports and follow the supervisor's direction relative to requesting repair, replacement, or the continued operation of said vehicle.

Section 3. The City will repair or replace, as necessary, Employee's eye glasses, contact lenses and prescription sun glasses if such are damaged or broken as a direct result of the Employee's duties. Such incident will be immediately report to the Employee's immediate supervisor and an incident report will be submitted to the Chief of Police.

Section 4. Inoculations. The City agrees to pay inoculation or immunization for the Employee, and members of the Employee's family who reside with the Employee, when such becomes necessary as a direct result of the Employee's exposure to dangerous, contagious diseases in the line of duty.

ARTICLE XVII

SHIFTS

Section 1. The City utilizes a three-shift operation. First shift includes all shifts scheduled to start between 6:00 a.m. and noon.

Section 2. In addition to compensation provided by the wage schedule, Employees scheduled to work the second or third shift shall be paid a shift differential premium of five percent (5%) not to exceed fifty-five cents ($.55) per hour in addition to the regular pay for that shift. Detectives and Community Affairs officers when actually working between the hours of 1

p.m. and 4 p.m. shall receive shift differential of fifty five cents ($.55) for those hours.

Section 3. Shifts shall be assigned on a permanent basis on the second Monday in January of each year by rank seniority preference. In the event that additional Employees are needed on a shift or a vacancy occurs on a shift, the position shall be posted for bid in accordance with job posting and bid procedures.

However, during an Employee's first eighteen (18) months of employment as a Police Officer the Employee may not bid for a shift assignment and will be assigned by the Chief of Police. During this eighteen (18) month period, the Chief of Police may assign the Employee to any shift for any length of time. At the completion of the eighteen (18) month period the Employee shall be assigned to a permanent shift following normal bidding procedures.

During this eighteen (18) month period the Employee may not be considered for assignment pursuant to Article IX, Section 6, Assignment With No Examination.

Section 4. In any event of shift change the Employee accepts the work schedule of the position filled by the shift change. The City is not responsible to pay for any overtime hours, on either a daily or weekly basis, which results from a shift and/or schedule change. If a shift change results in more than two hundred forty three days worked, employees shall be able to adjust their ad hoc hours first, and/or then adjust their schedule (same shift) by mutual agreement with the Chief of Police. If no agreement is reached on the day off within thirty (30) days, the City may select such day.

ARTICLE XVIII

MANAGEMENT RIGHTS

Section 1. The Union acknowledges that the City has the inherent right and responsibility to govern, operate, control, and manage the City and its Police Division and the City shall retain the right and responsibilities, among others, as set forth in Ohio Revised Code Section 4117.08 to: (1) determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology and organizational structure; (2) direct,

supervise, evaluate or hire Employees; (3) maintain and improve the efficiency and effectiveness of governmental operations; (4) determine the overall methods, processes, means, or personnel by which governmental operations are to be conducted; (5) suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain Employees; (6) determine the adequacy of the work force; (7) determine the over-all mission of the Employer as a unit of government; (8) effectively manage the work force; (9) take actions to carry out the mission of the City as a governmental unit.

Section 2. The City acknowledges that the terms of this Agreement serve to define the implementation of certain decisions and actions taken by the City as part of its inherent right and responsibilities set forth in Section 1 above. However, except as expressly provided in this Agreement, nothing herein or any past practice or course or conduct by the City shall be construed to restrict the rights and responsibilities contained in Section 1. The Union acknowledges further that the terms of this contract shall not be deemed to constitute a waiver by the City of its inherent rights and responsibilities nor be deemed to require the City to bargain collectively at any time regarding those inherent rights and responsibilities set forth in Section 1 of this Article.

ARTICLE XIX

NO STRIKE

Section 1. The Union on behalf of all Employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify or support any strike, slowdown, stay-in, sick-out (Blue Flu) or other curtailment or restriction of City Police services or interfere with other City work, including any sympathy strike or the honoring of any picket line, including that of the Union, whether or not authorized by the Union or any other Local or the State or National Fraternal Order of Police during the life of this agreement. In addition, the Union on behalf of all Employees agrees that during the life of this Agreement they will not hinder or interfere with any members of the public, suppliers, subcontractors or others having business with the City or the Police Division.

Section 2. The Union shall be liable for any acts described in Section 1 above that it engages in, initiates, authorizes, sanctions, ratifies or supports through the actions or conduct of its officers and representatives.

Section 3. Any Employee who engages in any of the conduct set forth in Section 1 above shall be subject to disciplinary action by the City up to and including discharge. The Union agrees that discipline or discharge of an Employee for engaging in such acts or for intimidating, threatening or inducing another Employee to take part in such act shall not be subject to grievance and arbitration, but may be subject to grievance and appeal to the Mayor or Civil Service Commission only as to whether the Employee participated in such conduct.

Section 4. The provisions of this Article shall be in addition to any statutory, administrative or common law restrictions on the right of Employees to engage in any such activity and the rights and remedies of the City regarding Employees who engage in such activity.

ARTICLE XX

ALLOWANCES

Section 1. Clothing. The City shall provide an original issue uniform and new uniforms, insignia, leather gear and equipment that is required for each Employee. The leather gear and equipment provided for the use of each Employee shall at all times remain the property of the City.

Employees covered by this Agreement shall receive yearly allowances towards the purchase, cleaning, repairs and alterations of required clothing in the following amounts:

Effective January 1, 2011

(a) Police Officers--	$600.00 per calendar year.
(b) Detective--	$600.00 per calendar year.

The Employee must submit a written receipt of purchase, cleaning, repairs or alterations in accordance with procedures established by the City. Clothing allowance paid to an Employee that is in excess of the approved receipts submitted will be considered income paid to the Employee for that year. Employees hired after June 1 of any year will receive fifty percent (50%)

of the clothing allowance in the subsequent calendar year.

Section 2. Travel Allowance. The City shall compensate Employees authorized to use their private motor vehicles on City business at the rate approved by the Internal Revenue Service for the use of private motor vehicles for business use. Any Employee ordered to be away from home for a period of eighteen (18) hours or more will normally receive and advance in an amount estimated to cover reasonable meal and lodging expense. Reimbursement for meals will be made on presentation of proper receipts up to a maximum of twenty dollars ($20.00) per day. The City will pay the expenses for lodging approved by the Chief of Police for such Employee or reimburse the Employee for lodging approved by the Chief of Police upon presentation of proper receipts.

Section 3. Side Arms. The City shall provide necessary equipment and supplies for Employees to clean and maintain any side arms that they may use in the performance of their duties provided that such side arms are approved for such use by the City.

ARTICLE XXI

CREDIT UNION

The City agrees to deduct bi-weekly or monthly from Employees who provide written authorization any monies for one (1) or two (2) credit unions designated by the Lodge and remit same to such authorized credit union by separate check.

Such written authorization may be withdrawn or changed by the Employee no more frequently than once every three (3) months by written authorization.

ARTICLE XXII

EDUCATION AND TRAINING

Section 1. Training programs available to Division Employees shall be posted on bulletin boards. The Chief of Police may select Employees to attend any approved training program. An

employee required to attend training on regularly scheduled time off, or when such time in not contiguous to his regularly scheduled work shift shall be granted a minimum of three (3) hours pay or compensatory time at time and one-half.

An employee who is scheduled for training on his regularly scheduled day off shall have the option, in lieu of having his schedule changed, to attend the training for the purpose of paying ad hoc hours owed to the City. There shall be no payment of overtime or accumulation of compensatory time as a result of this section.

The City will provide transportation to and from the training programs that are held outside the local area for those Employees selected for attendance. Any Employee selected to attend a training program outside the local area that is required to use his private vehicle for transportation shall be compensated by the City at the rate approved by the Internal Revenue Service for the use of private vehicles for business use.

Section 2. The City will reimburse each full-time Employee one hundred percent (100%) of the cost of tuition (books and lab fees being specifically excluded), for courses of study or instruction taken at an accredited institution of higher learning reasonably related to service with the City. To qualify for such tuition reimbursement the Employee must request and be granted written approval by the Mayor and must submit proof of tuition costs and must receive a passing grade of "C" or its equivalent or better. Full tuition reimbursement under this Section shall be made only for the first Bachelor's degree. Any further degree shall be reimbursed at a maximum of 50% for a grade of "C" or its equivalent or better.

From and after January 1, 2013, the aggregate amount of tuition reimbursement for any individual Employee of the City shall not exceed $8000.00.

If, within twenty-four (24) months following the completion of an approved course which tuition was reimbursed to the Employee by the city, the Employees service with the city is terminated for any reason other than retirement or the death of the Employee, the Employee shall be required to pay back to the city the tuition reimbursement received.

On or after January 1, 1988, the Mayor of the City of Sylvania will no longer approve tuition reimbursement requests for Law School.

Section 3. Study Material. The City will, sixty (60) days in advance of any promotional

test, provide Employees with a list of reference material designated by the testing source as used for making up the forthcoming promotional test. The study material provided by the testing company as reference material used in the promotional test will be retained by the Division offices and will be available to every Employee eligible to take the promotional test.

Section 4. The Employee assigned by the Chief of Police to train a newly hired employee, the RTO (Police), shall receive acting shift commander pay during the assignment period.

ARTICLE XXIII

TRADING DAYS OFF

Section 1. Employees shall be permitted to trade up to two (2) work days or shifts in a pay period with another qualified employee provided that such trade does not interfere with the appropriate staffing levels, result in the payment of overtime, or interfere with the orderly operation of the Police Division as determined by the Chief of Police or his designee; provided further, that such trade is paid back and completed by the Employees involved within the same or next pay period. The Employees requesting this type of trade shall submit the trade, in writing, to their immediate supervisor indicating the day each Employee will work for the other Employee. If approved, the supervisor shall immediately make the appropriate changes to the work schedule. If more than one (1) supervisor is involved, both must approve the trade. Employees shall be limited to being part of no more than two (2) trades of any type during any pay period. Employees may not be part of more than two (2) trades until at least one (1) trade is totally completed. A trade day or shift is defined as any part of a regular scheduled workday, shift, or day off.

ARTICLE XXIV

CALL BACK PAY

Section 1. An Employee who is required to report to work for duties not related to training and does report to work at a time not contiguous to his regularly scheduled shift shall be

guaranteed a minimum of three (3) hours pay at his regular straight-time rate of pay or the actual time worked at the overtime premium, if applicable, whichever is greater.

ARTICLE XXV

MISCELLANEOUS

Section 1. It shall be the responsibility of Employees to keep the City informed of their current addresses and telephone numbers. The most recent address or telephone number listed in the Employee's personnel file shall be presumed to be correct and notifications made or sent to such an address or telephone number shall be considered properly given for all purposes under this Agreement.

ARTICLE XXVI

BONUS DAYS

Section 1. At the completion of each calendar year, all full-time Employees covered by this Agreement shall be entitled to receive, as paid bonus days, one-third (1/3) of each unused sick day earned during such completed calendar year as set forth in "Appendix B". Paid bonus days shall be taken on the same basis as vacation days in the year following the calendar year which was the basis for allowance thereof or they shall be forfeited.

Instead of taking bonus days as time off, eligible Employees may elect to receive part or all of such bonus days in cash. Such election must be made in writing, in accordance with procedures established by the City, and filed with the City no later than February 15 following the year in which such bonus days was earned. Bonus days so elected to be taken in cash will be paid by the City to such electing Employees, at the Employees rate of pay in effect on the December 31st immediately preceding such election, no later than the first pay period in April following such election.

ARTICLE XXVII

TEMPORARY, PART-TIME, AND CASUAL EMPLOYEES

Section 1. The City shall have the right to employ part-time, temporary, and casual Employees to perform services for the City in the Police Division. Part-time, temporary, and casual Employees shall not be covered by the terms of this Agreement. The City shall not employ any part-time, temporary or casual employees for the purpose of eliminating any full-time position or where the effect will be to deprive full-time Employees of a full-time position.

Section 2. A part-time Employee is an Employee who is hired to regularly work less than twenty-four (24) hours per week. A temporary Employee is one who is hired to work six (6) months or less per year. A casual Employee is an Employee who is on call to work erratic schedules not estimated to reach eighteen hundred (1800) hours per year. A full-time Employee is an Employee who is hired to work a regular schedule estimated to exceed eighteen hundred (1800) hours per year.

ARTICLE XXVIII

HOURS OF WORK

Section 1. The purpose of this Article is to define normal work schedules, workday, and full-time employment under this contract. Nothing contained in this Article shall be construed as a guarantee of hours of work per day, per week or per year.

Section 2. The City Police Division currently schedules Employees according to two (2) separate work schedules:

(a) Five (5), eight (8) hour days, forty (40) hour week;

(b) Continuous four (4), eight and one-half (8 ½) hour days followed by two (2) days off.

Work schedule (a) results in a regularly scheduled two thousand eighty (2080) hours per year schedule.

Work schedule (b) results in a regularly scheduled two hundred forty-three (243) work days, two thousand sixty-five and one-half (2065.5) hour schedule; the remaining fourteen and one-half (14 ½) hours for a work year of two thousand eighty (2080) hours may, at the Employee's discretion, be "paid back" by attending ad hoc training, applying overtime, or reducing compensatory time (SA) provided it is paid back at straight time hours.

Section 3. Overtime. In the case of work schedule Section 2(a) above, all work in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid for at time and one-half (1 ½) the regular hourly rate. In the case of work schedule Section 2(b) above, all work in excess of eight and one-half (8 ½) hours in a work day or for all hours worked on a regularly scheduled work day off shall be paid for at time and one-half (1 ½) the regular hourly rate. Overtime shall not be paid for Employees working work schedule 2(b) for the fourteen and one-half (14 ½) hours of ad hoc training or any other training or seminar hours regardless of when such hours are worked.

Section 4. Passed-Over Overtime. When it is necessary to schedule overtime for uniform patrol or dispatching to maintain minimum manpower levels, established division procedures shall be followed. The highest rank seniority Employee that was eligible to work the overtime that should have been notified through established procedures, but was not, shall be entitled to work overtime for the number of hours he would have worked. To receive the passed-over overtime the Employee shall notify the Chief of Police, in writing, within five (5) calendar days of the day in question, detailing the reason he feels the procedure was not followed. The five (5) day restriction may be waived by the Chief of Police if the Employee can show reasons beyond his control for not being able to comply. The Chief of Police shall review the facts of the situation and if he determines that the Employee was passed over without cause, the Employee shall then be entitled to Passed-Over Overtime. The passed-over overtime shall be worked, at a mutually agreed time, within thirty (30) calendar days of the completion of the Chief's investigation. Passed-over overtime shall not be subject to overtime procedures or used to maintain minimum manpower levels. The passed-over overtime duty assignment shall be the decision of the Chief of Police.

Section 5. Scheduling. Work schedules, including shift starting and quitting times, shall

be posted fourteen (14) days prior to the next monthly work schedule. Unless done by mutual agreement of the Employee and the City or more than forty eight (48) hours prior to the scheduled work time, regular scheduled hours of work or time off shall not be changed by the City. If scheduled changes are made without at least forty eight (48) hours notice or by agreement between the Employee and the City, which are not the result of conditions beyond the control of the Division, all work performed for the first full shift of the scheduled change shall be paid for at one and one-half (1 ½) times the Employees regular hourly base rate. Changes to the work schedule shall be made by reverse seniority.

Section 6. There shall be no pyramiding of overtime premium pay.

Section 7. Holidays, vacation days, paid sick days and bonus days shall be considered as time worked for the purpose of computing overtime.

Section 8. The City shall have the right to require Employees to work a reasonable amount of overtime.

ARTICLE XXIX

COMPENSATORY TIME

Section 1. When an Employee works overtime or on a holiday, the Employee may either be paid for the overtime or holiday worked or earn compensatory time provided the Employee notifies the Chief in writing of the Employee's desire at the time the overtime or holiday is worked.

Section 2. The City shall schedule Employees so that any seminars or other training required by the City (except ad hoc training for continuous schedule Employees) will occur on Employee's scheduled workdays to the extent practicable. Employees who are required to attend a seminar or training session on their regularly scheduled time off or hours not scheduled for work (except ad hoc training for continuous scheduled Employees) shall receive compensatory time off in lieu of pay.

Section 3. Compensatory time may be accumulated. Compensatory time that is accumulated and carried over to the following year is considered earned and counts toward the

maximum hours allowed at any one time and maximum hours allowed annually.

Section 4. An Employee may request compensatory time off, as provided for in this Article, provided it does not result in the payment of overtime or present a scheduling conflict or interfere with the orderly operation of the Division. An employee shall be limited to use a maximum of forty (40) hours of compensatory time per calendar month. All requests will be submitted, in writing, to his immediate supervisor who shall either approve or disapprove the request and if approved, will make the appropriate change to the work schedule.

Section 5. In the event that at the time compensatory time is to be taken, overtime will be created or the regularly scheduled shift will be disrupted (except for training or temporary assignment), then the employee scheduled off shall have his compensatory time revoked, provided the City gives such employee not less that five (5) days notice, to be confirmed in writing.

Section 6. An Employee may accumulate compensatory time as provided for in this Article but cannot accumulate more than eighty (80) hours at any one time or two hundred (200) hours annually, regardless of how the compensatory time was earned. Any compensatory time, regardless of how it was earned, that exceeds the maximum eighty (80) hours at any one time or two hundred (200) hours annually an employee may accumulate shall be taken in pay. No employee shall be permitted to use more than one hundred and sixty (160) hours of compensatory time annually.

ARTICLE XXX

VACATIONS

Section 1. Each regular full-time Employee shall be entitled to annual vacation with pay in accordance with the following: During the Employee's second (2nd) calendar year, the Employee shall be entitled to one (1) day of vacation for each full month of continuous employment during the previous calendar year to a maximum of ten (10) vacation days; beginning with the Employee's third (3rd) such calendar year, the Employee shall be entitled to ten (10) vacation days; beginning with the Employee's fifth (5th) such calendar year, the

Employee shall be entitled to thirteen (13) vacation days; beginning with the Employee's seventh (7th) such calendar year, the Employee shall be entitled to fifteen (15) vacation days; beginning with the Employee's thirteenth (13th) such calendar year, the Employee shall be entitled to twenty (20) vacation days; beginning with the Employee's seventeenth (17th) such calendar year, the Employee shall be entitled to twenty-one (21) vacation days; beginning with the Employee's nineteenth (19th) such calendar year, the Employee shall be entitled to twenty-two (22) vacation days; beginning with the Employee's twenty-first (21st) such calendar year, the Employee shall be entitled to twenty-three (23) vacation days; beginning with the Employee's twenty-third (23rd) such calendar year, the Employee shall be entitled to twenty-four (24) vacation days; beginning with the Employee's twenty-fifth (25th) such calendar year, the Employee shall be entitled to twenty-five (25) vacation days.

Section 2. All vacation days shall be compensated on the basis of eight (8) hours per day at the Employee's regular straight-time rate regardless of which work schedule the Employee is on.

Section 3. Employees shall be allowed, insofar as practicable, to take vacation leave at times most desired by the Employee provided it does not interfere with the Division operation. The requesting and scheduling of vacation leave will be in accordance with Division procedures established by the Chief of Police and set forth in Division General Order G93019. Any change or modification in the above-mentioned General Order shall be by mutual agreement.

Vacation requests shall be approved so long as they do not cause overtime. On each shift one vacation request shall be approved even though it causes overtime. Vacation requests shall not be denied because of court staffing assignments.

In the event that, at the time the vacation is to be taken, overtime will be created or the regularly scheduled shift will be otherwise disrupted (except for training or temporary assignment), then the less senior employee shall have his vacation revoked, provided the City gives such Employee not less than ten (10) days notice in writing.

1. If both Employees schedule their vacation time on or before March 15th then the least senior Employee shall have his vacation time revoked.
2. If both Employees schedule their vacation time after March 15th of that calendar

year then the vacation time shall be retained on a first come first served basis granting the Employee having first made the request for the vacation time regardless of seniority.

3. Any one (1) Employee having made their request on or before March 15th shall retain the vacation time over another Employee who scheduled vacation time after that date regardless of seniority.

During the bid periods ending March 15, no employee regardless of seniority, can exceed ten (10) vacation days during the restricted period of June 1 through August 31. After the bid periods have ended, regardless of the number of days granted, vacation will be granted on a first come, first served basis in accordance with the agreement, so long as these additional days requested for the restricted period do not cause overtime when submitted.

Section 4. Absence on account of sickness, injury or disability in excess of Employee accrued sick days may, at the request of the Employee and within the discretion of the Chief of Police, be charged against the accrued vacation days.

Section 5. In the event an Employee is not permitted, or is unable for reasons beyond his control, to take his vacation time in the calendar year in which it should have been taken, he will be permitted to carry over such unused vacation into the following year. Under such circumstances, the unused vacation carry over must be taken within the first five (5) months of the succeeding calendar year and be scheduled in accordance with Section 3 above. No Employee shall be permitted to receive compensation for any vacation period not taken. The intent of this section is to encourage the use of all accrued vacation.

Section 6. All full-time Employees covered by this Agreement who have completed ninety (90) calendar days of full-time continuous employment shall be entitled to three (3) personal days off with regular straight-time pay per calendar year. Such personal days off shall be scheduled as City requirements allow and in accordance with Section 3 of this Article.

ARTICLE XXXI

HOLIDAYS

Section 1. All full-time Employees of the Police Division of the City who have completed their ninety (90) calendar days of full-time continuous employment with the Police

Division shall be entitled to the following paid holidays:

New Year's Day.....	January 1
Martin Luther King Day.....	3rd Monday in January
President's Day.....	3rd Monday in February
Good Friday - ½ day (last 4 hours of shift).....	Friday before Easter.
Memorial Day.....	Last Monday in May
Independence Day.....	July 4
Labor Day.....	1st Monday in September
Columbus Day.....	2nd Monday in October
Veteran's Day.....	November 11
Thanksgiving Day.....	4th Thursday in November
Christmas Eve - ½ day (last 4 hours of shift).....	December 24
Christmas Day.....	December 25

Section 2. In order to qualify for holiday pay, an Employee must have worked or been in pay status immediately preceding and following the holiday.

Section 3. In addition to an employee's regular rate of pay, holiday pay shall be paid to each eligible Employee at the rate of one and one-half (1 ½) times his regular straight-time hourly rate up to a maximum of eight (8) hours for each paid holiday. Employees who have been scheduled to work on a holiday and fail to report for work shall forfeit holiday pay.

Whenever one of the above holidays falls within an eligible Employee's vacation period and he is absent from work, the scheduled work day before and the scheduled work day after such holiday because of such vacation, he shall be paid for the holiday provided he shall have worked or been in pay status on the scheduled work day before and the scheduled work day after his scheduled vacation. Employees on leaves of absence, long-term disability, or other unusual time away from work shall not be entitled to holiday pay for holidays falling during such time away from work.

Employees may have the option of requesting to take a holiday off in lieu of receiving holiday pay. Holidays shall be considered as vacation for purposes of scheduling and cancellation.

ARTICLE XXXII

INSURANCE

Section 1. The City will continue to provide Hospitalization, Medical/Surgical, Major Medical, Vision, and Prescription Drug Programs (hereinafter collectively referred to as "Medical Coverage") for full-time Employees covered by this Agreement. The cost of the Medical Coverage shall be paid based upon the following formula:

	CITY	EMPLOYEE
Effective April 1, 2013	85%	15%

Provided, that in no event shall the Employee's payment exceed $250.00 each month. The additional cost above the $250.00 each month will be paid by the City. Upon notice by either party to the other, after October 1, 2013, the parties agree to re-open negotiations only on the issue of the monthly cap.

Effective April 1, 2013, employee co-pays shall increase for physicians from $10 to $20 per visit, and for prescriptions from $5/$10/$16 to $10/$15/$25.

The City will also offer optional dental coverage, with the Employee contributing twenty-five percent (25%) of the premium cost and the City paying seventy-five percent (75%) of the premium cost.

Section 2. The City will continue to provide, at its expense, life insurance coverage for all full-time Employees covered by this Agreement. The coverage will be as follows:

Coverage Effective April 1, 2006	
Police Officer	$50,000.00

Section 3. The City will continue to provide, at its expense, its current life insurance coverage through O.M.L. Group Insurance Accident Plan, for all full-time Employees covered by this Agreement, which provides benefits for Loss of Life, Dismemberment, and Loss of Sight resulting from injury which is caused by an accident.

Section 4. The City will continue to provide, at its expense, its current Long Term Disability Benefits for full-time Employees covered by this Agreement.

Section 5. The City will continue to provide, at its expense, Law Enforcement Officers Liability Insurance in an amount not less than one million dollars ($1,000,000.00). The City will

also pay the deductible on each and every claim of this liability insurance as long as the employee was found to be acting within the scope of his duties.

Section 6. The City shall have the right to change insurance carriers provided the same or comparable benefits are maintained.

Section 7. The City's obligation to make insurance contributions on behalf of the Employee shall cease immediately upon the Employee's termination from employment, layoff for thirty (30) consecutive days, commencement of long term disability benefits, two (2) weeks after commencement of any personal leave of absence, or at the commencement of any other leave of absence without pay. Any Employee on a personal leave of absence, or any other leave of absence without pay, may continue in effect the insurance programs by payment to the City the full monthly premium in advance of each month.

Section 8. For life of this Agreement, the City shall continue to participate in the Police and Fireman's Disability Pension Fund as provided in the Ohio Revised Code.

The City will also implement a pick-up plan for those Employees covered under this Agreement pursuant to Section 414(h)(2) of the Internal Revenue Code permitting Employees covered by this Agreement to defer state and federal income taxes on that portion of their salaries which represents their statutorily required contribution to the Police and Fireman's Pension Fund of Ohio at no cost to the City.

Section 9. Vision Care

All members of the Bargaining Unit will be eligible for vision care insurance.

The following vision care benefits will become effective January 1, 2000:

Eye Examinations	-	One per year (12 month period)
Frames	-	One per year (12 month period)
Lenses	-	One set per year (12 month period)

The Vision Care Plan will pay the following amounts:

Eye Examination	-	Maximum payment $10.00
Contact Lenses	-	Maximum payment $80.00

$130.00 maximum payment for frames only, lenses only, or a combination of both.

ARTICLE XXXIII

BEREAVEMENT PAY

In the event of death of the parent, child, spouse, grandparent, grandchild, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or current spouse grandparents of a full-time Employee covered by this Agreement, such Employee shall be entitled to leave with pay if he attends the funeral as follows: three (3) days if the burial takes place in the City or within 500 miles thereof; four (4) days if the burial takes place between 500 and 900 miles from the City; and five (5) days if the burial takes place more than 900 miles from the City. Such days shall be consecutive and one of such days shall be the day of the funeral. Bereavement pay will be at Employee's regular straight-time hourly rate of pay for the hours he would have worked.

An Employee may also use accrued sick leave for funeral purposes and such sick leave will not qualify as an occurrence.

ARTICLE XXXIV

JURY DUTY PAY

Section 1. Any full-time Employee who is summoned and reports for jury duty shall be paid by the City an amount equal to the difference between the amount of wages (excluding any bonuses or premiums) the Employee would have otherwise earned by working during straight-time hours for the City on that day and the daily jury fee paid by the Court for each day on which he reports for or performs duty and on which he otherwise would have been scheduled to work for the City.

Section 2. In order for the Employee to receive pay under this Section he must give the City prior notice that he has been summoned for jury duty and must secure a certificate from the Clerk of Courts in which he served evidencing the fact of his having been required to serve or having been summoned for jury duty on the days for which jury duty pay is required.

ARTICLE XXXV

UNION SECURITY AND DUES DEDUCTION

Section 1. The Employer agrees to deduct from the wages and salaries of the bargaining unit members dues required by the FOP/OLC by payroll deduction. All members of the bargaining unit shall either become dues paying members of the FOP/OLC, or as a condition of continued employment, remit to the FOP/OLC a fair share fee in the amount set by the FOP/OLC per person per month in accordance with the provisions of O.R.C. 4117.09 (c), starting the thirty first (31st) day of employment with the Employer or execution date of this Agreement, whichever comes first.

Section 2. Dues and fair share fees shall be paid over by the Employer once each month to the FOP/OLC at 222 East Town Street, Columbus, Ohio 43215-4611 or such address as set by the FOP/OLC from time to time.

Section 3. An employee shall have the right to revoke such authorization by giving written notice to the Employer and the FOP at any time during the fifteen (15) day period preceding the termination of this Agreement, and the authorization card shall state clearly on its face the of the employee to revoke during that period.

Section 4. The Employer's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

Section 5. The FOP will indemnify and the Employer harmless from any action growing out of deductions hereunder and commenced by an employee against the Employer.

Section 6. All bargaining unit employees who are not members of the FOP/Ohio Labor Council shall pay a fair share fee to the FOP in the amount of employee dues as set by the FOP/OLC from time to time. The deduction to the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the FOP of fair share fees shall be made in accordance with the regular dues deductions as provided herein.

ARTICLE XXXVI

LEGAL LIMITATIONS AND WAIVERS

If any provision of this Agreement is or shall be in conflict with the requirements of Federal or State legislation, orders, decrees, rules or regulations, the same shall be deemed amended so as to conform thereto and all other provisions of this Agreement shall remain in full force and effect.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth totally in this Agreement. Therefore, the City and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Nothing herein shall prevent the City and the Union from mutually agreeing to negotiate or bargain collectively during the contract term.

ARTICLE XXXVII

DURATION

This Collective Bargaining Agreement is effective January 1, 2013 and shall remain in force and effect until December 31, 2015, and shall thereafter be continued in full force and effect from year to year and shall be renewed for successive years unless written notice of termination or a desire to modify, alter, or amend this Agreement is given in writing by either party no more than one hundred twenty (120), but at least sixty (60) days before expiration date.

Should either party give notice to the other party as provided herein above of a desire to terminate this Agreement, upon the expiration of said sixty (60) days written notice period or the expiration date of the Agreement, whichever occurs first, this Agreement shall be terminated unless this Agreement is extended by mutual agreement of the parties.

Should either party give notice to the other party as provided herein above of a desire to modify, alter, or amend this Agreement and negotiations for a new Agreement are not completed by the expiration date of said sixty (60) days notice period and the termination date of this Agreement, whichever occurs later, this Agreement shall nevertheless continue in full force and effect until a new Agreement is signed, unless either party gives the other party written notice to terminate said Agreement, which shall not be earlier than twenty-four (24) hours from the receipt of said notice. Any such notice of termination shall state the date upon which the termination of this Agreement shall be effective and upon such date this Agreement shall terminate.

ARTICLE XXXVIII

TOLEDO INCOME TAX WITHHOLDING

The Employer will establish a City of Toledo identification number with that City, and will withhold from regular bi-weekly payments of residents of that City who request in writing such differential tax due the City of Toledo from compensation earned in the City of Sylvania, and be remitted to the City of Toledo in accordance with regulations of the City of Toledo pertaining thereto.

Such written authorization may be written by the Employee at the end of the second or fourth quarter of a calendar year or if an Employee should move his residence out of the Toledo corporate limits.

ARTICLE XXXIX

INTERNAL REVENUE SERVICE - SECTION 125 PLAN

All members of the Bargaining Unit will be eligible to participate in the Internal Revenue Service - Section 125 Plan. Effective the first pay period following approval by the appropriate

governmental agencies, the City will implement an I.R.S. Section 125 Plan to allow a pre-tax deduction of the Employee's share of premiums paid for health insurance, dental insurance, Ohio Municipal League accident insurance, and those insurances offered by American Family Life.

To participate in the I.R.S. Section 125 Plan, an Employee must meet the conditions for eligibility of the insurance policy(ies) which provide the benefit, be responsible for paying all or part of the applicable premiums, and complete and file the necessary forms with the Sylvania Department of Finance.

ARTICLE XL

DRUG TESTING

Section 1 Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be disciplined by the Employer unless the employee is found guilty of other misconduct. Disciplinary action will not be taken against an employee unless he refuses to submit to testing, refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for drugs within two (2) years of completing an appropriate rehabilitation program.

Section 2. Drug and alcohol screening/testing shall be conducted upon: (1) pre-promotional; (2) reasonable suspicion (the Employer possesses facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the improper use of controlled substances or alcohol; or randomly. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the results of drug screening or testing be released to third party, or except in internal disciplinary matters, including arbitration. Any employee refusing to submit to the drug test or refusing to sign the drug test release and authorization will be subject to the disciplinary process of this Agreement.

Section 3. Alcohol testing shall be done to detect drivers operating a motor vehicle under the influence. A positive result of .04 shall be cause for the Employer to proceed with sanctions as set forth in this Article.

Section .4. All drug screening tests shall be conducted by medical laboratories certified by the Ohio Department of Health. Testing shall be conducted in a manner to ensure that an employee's legal drug use does not affect the drug test results, unless such legal drugs are abused or otherwise impair the employee. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be collected utilizing the split sample method of collection, following prescribed testing procedures.

Section 5.

A. All samples shall be tested for chemical adulteration, narcotics, cannabis, pcpi amphetamines, sedatives and/or alcohol as follows:*

DRUG	SCREENING TEST	CONFIRMATION
1. Amphetamines	1000 ng/ml Amphetamine	500 ng/ml GC-MS
2. Barbiturates	300 ng/ml Barbiturate	200 ng/ml GC-MS
3. Benzodiazepines	300 ng/ml	300 ng/ml
4. Cocaine Metabolites	300 ng/ml	150 ng/ml
5. Marijuana Metabolites	50 ng/ml	15 ng/ml
6. Methadone	300 ng/ml	300ng/ml

7. Oxycodone	100 ng/ml	100 ng/ml
8. Opiates	300 ng/ml	300 ng/ml
9. Phencyclidine PCP	25 ng/ml	25 ng/ml
10. Propoxyphene	300 ng/ml	200 ng/ml

Alcohol - .04 of 1% or more by weight of blood alcohol or .04 of 1% or more by weight of blood alcohol per 210 liters of employee's breath.

B. If a drug confirmation test is positive, the employee may, upon written request and at the employee's expense, have the split sample retested by a ODH certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result.

Medical Review Physician. The Medical Review Physician shall be chosen and agreed upon between the FOP/OLC and the Employer and must be a licensed physician with a knowledge of substance abuse disorders. The Medical Review Physician shall be familiar with the characteristics of the test (sensitivity, specificity, and predictive value), the laboratories running the tests, and the medical conditions and work exposure of the employees.

The role of a Medical Review Physician will be to review and interpret the positive test results. He must examine alternate medical explanations for any positive test results. This action shall include conducting a medical review with the affected employee, review of the employee's medical history, and review of any other relevant biomedical factors. The Medical Review Physician must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.

C. In the event the split sample test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this Article.

D. In the event that the split sample test contradicts the result of the first test, the split sample result is determined to be the final result. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed, and the employee will be reimbursed for the cost of the split sample test.

Section 6. Selection of employees for random testing shall be made on an anonymous basis by the testing laboratory using Employee identification numbers only. Random testing shall be administered at the Employer's expense and during the work hours of any selected Employee.

Section 7. If a positive result is produced after the required testing, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, an employee who has tested positive for the presence of illegal drugs pursuant to this Section shall be referred to an employee assistance program or detoxification program as determined by appropriate medical personnel on drug and alcohol counseling. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave or any other paid leave for the period of the rehabilitation or detoxification program. If no such paid leave is available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and upon receiving satisfactory results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to the employee's former position. Such employee may be subject to periodic retesting upon the employee's return to work as provided for in Section 10. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits.

Section .8. If the employee refuses to undergo rehabilitation or detoxification, or if the employee tests positive during a retesting within one (1) year after the employee's return to work from such a program, the employee shall be subject to disciplinary action. The employee and the Union shall be given a copy of the laboratory report of all specimens before any discipline is imposed.

Section .9. The costs of all drug screening tests and confirmative tests shall be borne by the Employer; except that any test initiated at the request of the employee, shall be at the employee's expense.

Section 10. The Employer may conduct three (3) tests of an employee during the one (1) year period after the employee has completed a rehabilitation/detoxification program as provided in this Article.

Section 11. The provisions of this Article shall not require Employer to offer a rehabilitation/detoxification program to any employee more than once.

Section 12. Duty Assignment After Treatment. Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment under a conditional working status agreement developed at the time by the parties.

Section 13. Right of Appeal. The employee has the right to challenge any discipline imposed in the same manner that any other Employer action

Section 14. Changes in Testing Procedures. The parties recognize that during the life of this Agreement, there may be improvements in the technology of testing procedure which provide more accurate testing. In that event, the parties will bargain to amend this procedure to include such improvements.

Section .15. Conflict With Other Laws. This article is in no way intended to supersede or waive any constitutional or other rights that the employee or the Employer may be entitled to under federal, state, or local statutes.

IN WITNESS WHEREOF, the City and the Union have caused this Agreement to be executed this 3RD day of JANUARY, 2018.

On Behalf of:

FRATERNAL ORDER
OF POLICE/OHIO LABOR COUNCIL, INC.

FOP Representative

FOP Representative

FOP Representative

On Behalf of:

THE CITY OF SYLVANIA, OHIO

Craig A. Stough
Mayor

Toby Schroyer
Director of Finance

APPENDIX A

2013 HOURLY WAGE RATE - EFFECTIVE JANUARY 1, 2013 (1%)

	START	STEP 1	STEP 2	STEP 3	STEP 4
Police Officer	25.4457	26.7183	28.0544	29.4570	30.3406

Effective with the first full pay period in 2013, each employee of this bargaining unit shall receive a lump sum signing bonus, not includable in the base wage, of $600.00.

2014 HOURLY WAGE RATE - EFFECTIVE JANUARY 1, 2014 (1 %)

	START	STEP 1	STEP 2	STEP 3	STEP 4
Police Officer	25.7002	26.9855	28.3349	29.7516	30.6440

Effective with the first full pay period in 2014, each employee of this bargaining unit shall receive a lump sum signing bonus, not includable in the base wage, of $600.00.

2015 HOURLY WAGE RATE - EFFECTIVE JANUARY 1, 2015 (1 %)

	START	STEP 1	STEP 2	STEP 3	STEP 4
Police Officer	26.2142	27.2554	28.6183	30.0491	30.9504

Effective with the first full pay period in 2015, each employee of this bargaining unit shall receive a lump sum signing bonus, not includable in the base wage, of $600.00.

APPENDIX B

BONUS DAYS HOURS

Sick Hours Taken	Bonus Hours Earned	Sick Hours Taken	Bonus Hours Earned	Sick Hours Taken	Bonus Hours Earned	Sick Hours Taken	Bonus Hours Earned
0	40	32	29	65	18	98	7
1	40	33	29	66	18	99	7
2	39	34	29	67	18	100	7
3	39	35	28	68	17	101	6
4	39	36	28	69	17	102	6
5	38	37	28	70	17	103	6
6	38	38	27	71	16	104	5
7	38	39	27	72	16	105	5
8	37	40	27	73	16	106	5
9	37	41	26	74	15	107	4
10	37	42	26	75	15	108	4
11	36	43	26	76	15	109	4
12	36	44	25	77	14	110	3
13	36	45	25	78	14	111	3
14	35	46	25	79	14	112	3
15	35	47	24	80	13	113	2
16	35	48	24	81	13	114	2
17	34	49	24	82	13	115	2
18	34	50	23	83	12	116	1
19	34	51	23	84	12	117	1
20	33	52	23	85	12	118	1
21	33	53	22	86	11	119	0
22	33	54	22	87	11	120	0
23	32	55	22	88	11		
24	32	56	21	89	10		
25	32	57	21	90	10		
26	31	58	21	91	10		
27	31	59	20	92	9		
28	31	60	20	93	9		
29	30	61	20	94	9		
30	30	62	19	95	8		
31	30	63	19	96	8		
		64	19	97	8		

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
LODGE NO. 129,	} Case No(s):	12-MED-09-0901
EMPLOYEE ORGANIZATION,	}	(Patrolmen)
	}	
and,	}	
	}	
CITY OF SYLVANIA,	}	
EMPLOYER.	}	
	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

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

Respectfully Submitted,

Tara M Crawford

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

cc: Mr. Michael J. Angelo
mja52755@aol.com