12-MED-09-0915
0987-03
K29578
02/08/2013

AGREEMENT

By and Between

THE CITY OF WYOMING

And

THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.

Sergeants

January 1, 2013 through December 31, 2015

TABLE OF CONTENTS

Page(s)

Article 1 - Agreement 1
Article 2 - Recognition 1
Article 3 - Labor Council Activities 1
Article 4 - Exclusive Bargaining Rights 1
Article 5 - Dues Checkoff 2
Article 6 - Saving Clause 2
Article 7 - Strike Clause 2
Article 8 - Layoff and Recall 3
Article 9 - Non-Discrimination 4
Article 10 - Management Rights 4
Article 11 - Sanctity of Agreement 6
Article 12 - Discipline 6
Article 13 - Grievance and Arbitration Procedure 8
Article 14 - Corrective Action and Records 12
Article 15 - Salaries And Certain Benefits 12
Article 16 - Overtime 14
Article 17 - Vacation 15
Article 18 - Holidays 16
Article 19 - Sick Leave 17
Article 20 - Injury-On-Duty Pay 18
Article 21 - Longevity 20
Article 22 - Health Insurance 20
Article 23 - Life Insurance 22
Article 24 - Death Benefit Payment 22
Article 25 - Occupational Insurance 23
Article 26 - Labor/Management Meetings 23
Article 27 - Uniforms and Equipment 24
Article 28 - Retirement 24
Article 29 - Death of a Police Officer Or Bargaining Unit Member 25
Article 30 - Duration of Agreement 26

Article 1 - Agreement

Section 1.1

Agreement between the City of Wyoming, Ohio and the Fraternal Order of Police, Ohio Labor Council, Inc.

This Agreement, made and entered at Wyoming, Ohio by and between the City of Wyoming, Ohio as employer, hereinafter referred to as "Employer", and Fraternal Order of Police, Ohio Labor Council, Inc. for all permanent full-time Police Sergeants by the City of Wyoming, Ohio Police Department, hereinafter referred to as "Employee."

Whereas, both of the parties to this Agreement are desirous of reaching an amicable understanding with respect to the Employer-Employee relationship which exists between them and enter into an Agreement specifying rates of pay, benefits, hours of work, and conditions of employment, the following is agreed to.

Article 2 - Recognition

Section 2.1

The Employer recognizes Fraternal Order of Police, Ohio Labor Council, Inc. hereinafter referred to as Labor Council, as the exclusive representative for all Police Sergeants of the Wyoming, Ohio Police Department, for the purpose of collective bargaining with the Employer on questions concerning wages, hours and other terms and conditions of employment.

Article 3 - Labor Council Activities

Section 3.1

Negotiating Committee: The Labor Council shall advise the Employer of the name of its negotiator. The employee representatives shall be paid regular salary for time spent in negotiations during regular working hours; no payment will be made for negotiating time outside the employees' normal workday.

The names of the duly chosen employee representatives of the Bargaining Unit shall be submitted to the employer sufficiently in advance of regularly scheduled bargaining meetings, so as to permit scheduling for continuity of operations within the department.

Article 4 - Exclusive Bargaining Rights

Section 4.1

Exclusive Bargaining Rights shall be interpreted to mean that the Employer shall not negotiate, meet or confer with any person, group of persons, associations, or unions,

other than the Labor Council and/or the Bargaining Committee, during the length of this Agreement for purposes of effecting or attempting to effect a change in terms of this Agreement as it may apply to any provision contained herein, and shall not permit any City of Wyoming Employee or agent to adopt or continue any policy, procedure, or program which is in conflict with any provision of this Agreement, as provided by Ohio Revised Code Chapter 4117.

Article 5 - Dues Check off

Section 5.1

The City agrees to deduct F.O.P. membership dues from the paychecks of employees covered by this Agreement who are members of the F.O. P. The deduction shall be made from the first pay of each month. The deduction shall be at no cost to the F.O.P. and shall be in the amount certified by the F.O.P. Labor Council to the City. No deduction shall be made from the pay of any employee unless and until the F.O.P. furnishes to the City Manager a payroll deduction form signed and dated by the employee member of the F.O.P. authorizing the deduction. The City agrees to furnish to the F.O.P. once each calendar month a warrant in the aggregate amount of the deductions made for that calendar month. The deduction shall be made by the employer from each covered F.O.P. member during the term of this Agreement. Cancellation of F.O.P. membership by an employee must be submitted during the final thirty (30) days before the expiration of this Agreement. The F.O.P. Ohio Labor Council, Inc. shall indemnify, defend, and hold harmless the City from any claims made against the City arising out of this section.

Article 6 - Saving Clause

Section 6.1

If any part of this Agreement shall later be declared invalid, unlawful, or unenforceable by reason of any existing or subsequently enacted state or federal legislation, or by virtue of any judicial ruling, all other parts of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of any invalidation of any part of this Agreement for such reason, the Employer or his designate and the Labor Council or its designate, agree to meet within thirty (30) days of such invalidation for the purpose of renegotiating said part.

Article 7 - Strike Clause

Section 7.1

During the life of this Agreement, or any extensions thereof, the F.O.P. Labor Council, on behalf of all Employees, agrees not to strike as defined in the Ohio Public Employee Collective Bargaining Act.

Article 8 - Layoff and Recall

Section 8.1 Seniority List

A seniority list for the bargaining unit shall be kept by the City and shall be updated yearly. A copy shall be available for inspection, in a location designated by the Police Chief.

Section 8.2 Layoff Notification

When the City determines that a layoff or job abolishment is necessary, they shall notify the affected employees seven (7) calendar days in advance of the effective date of the layoff or job abolishment. The City, upon request from the O.L.C. agrees to discuss, with representatives of the O.L.C. the impact of the layoff on bargaining unit employees.

Section 8.3 Layoff

The City shall determine in which classifications layoffs will occur and layoffs of bargaining unit employees will be by classification. Employees shall be laid off within each classification in order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. In the event two (2) or more employees began work on the same day, their, respective appointment times shall determine seniority listing. Bargaining unit members in Unit A will have the right to bump into a lower ranking Unit B. if their seniority qualifies. Employees shall remain on the recall list for two (2) years.

Section 8.4 Recall Notification

Notice of recall shall be sent to the employee, by certified mail with a copy to the O.L.C. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last address provided by the employee.

If a bargaining unit member has bumped back from Unit A into Unit B, he shall be reinstated to a vacancy in his prior rank before any laid off member is reinstated to a position in that rank.

Section 8.5 Time Limits

The recalled employee shall have fourteen (14) calendar days following the date of mailing of the recall notice to notify the City of his intention to return to work and shall have twenty-one (21) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 8.6 Probationary Period

Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at lay-off shall be required to finish such probationary period.

Article 9 - Non-Discrimination

Section 9.1

The City, the Union and each employee will cooperate fully to abide by, and will abide by, all applicable laws and regulations prohibiting discrimination on account of race, color, religion, sex, national origin, age, disability, union status or status as a Veteran of the Vietnam era. All references in this Agreement to the male gender shall be construed to be equally applicable to females. The Employer and the Labor Council agree not to discriminate against any Employee on the basis of his membership or non-membership in the Labor Council. Further, the Employer agrees not to discriminate against any Employee because of or regarding his activities as a representative of the Labor Council. The Employer and Labor Council agree not to interfere with the desire of any Employee to become a member of the Labor Council, and the Labor Council members agree not to let membership or non-membership in the Labor Council affect their on-the-job relationship with other Employees.

Article 10 - Management Rights

Section 10.1

The F.O.P. recognizes the City's exclusive right to manage its affairs and the City retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Charter of the City of Wyoming and the laws and constitutions of the State of Ohio and of the United States. Further, all rights which ordinarily vest in and are exercised by employers are reserved to and remain vested in the City, including but without limiting the generality of the foregoing except as expressly limited by the terms set forth in this written agreement.

Section 10.2

The right to manage its affairs efficiently and economically, including the determination of quantity, quality, frequency and type of services to be rendered; the determination, purchase and control of the types and numbers of materials, machines, tools and equipment to be used; the selection of the location, number and type of its facilities and installation; and the addition or discontinuance of any services, facilities, equipment, materials or methods of operation.

Section 10.3

The right to hire and set the starting rate of pay for new employees; to determine the starting and quitting time and the number of hours to be worked, including overtime, lunch, coffee breaks, rest periods and clean-up times; and to determine the amount of supervision necessary, work schedules and the method or process by which work is performed.

Section 10.4

The right to contract, subcontract and purchase any or all work, processes or services or the construction of new facilities or the improvement of existing facilities; to adopt, revise and enforce working rules and carry out cost control and general improvement programs; and to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification and establish wage rates for any new or changed classifications.

Section 10.5

The right to determine the existence or non-existence of facts which are the basis of the Management decisions; to establish or continue policies, practices or procedures for the conduct of the Police Department and its services to the citizens of Wyoming, and, from time to time, to change or abolish such practices or procedures; the right to determine and, from time to time, re-determine the number, locations and relocations and types of its employees or to discontinue any performance of service by employees of the City of Wyoming; to determine the number of hours per day or week any operation of the Police Department may be carried on; to select and determine the number and types of employees in accordance with requirements determined by Management authorities; to establish training programs and upgrading requirements for employees within the Department; to establish and change work schedules and assignments; to transfer, promote or demote employees, or to layoff, terminate or otherwise relieve employees from duty for lack of work or other reasons; to determine the facts of lack of work or other reasons; to continue, alter, make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or take such measures as the management may determine to be necessary for the orderly and efficient operation of the Police Department of the City of Wyoming, Ohio.

Section 10.6

Nothing herein shall prevent employees from presenting their grievances for an alleged violation of any article or specific term of this Agreement. This Article is not intended to prohibit the FOP from bargaining about matters affecting wages, terms or conditions of employment.

Article 11 - Sanctity of Agreement

Section 11.1

No changes in this Agreement shall be negotiated during the life of this Agreement unless there is written accord by and between both parties to do so. Such written accord shall specify those matters which are subject to the new negotiations. Any negotiated changes must be in writing and signed by both parties to be effective and incorporated into this Agreement.

It is agreed that this Agreement shall renew itself automatically from year to year unless either The Fraternal Order of Police or City Manager hereto serves upon the other party a Notice to Negotiate by certified mail a minimum of ninety (90) days prior to the expiration date of its intention to terminate or modify this Agreement.

Article 12 - Discipline

Section 12.1

The employer may take disciplinary action against any employee in the bargaining unit only for just cause. The employer may take this type of action while the employee is on duty, or working under the colors of the employer, or in instances where the employee's conduct violates his oath of office. Forms of disciplinary action include:

A. Counseling (written record);

B. Verbal admonishment (written record);

C. Written Reprimand;

D. At the option of the Police Chief, with the concurrence of the Employee, loss of vacation leave.

E. Suspension without pay;

F. Reduction in pay and position;

G. Removal or discharge from employment.

Section 12.2

The principals of progressive action shall be followed to remedy conduct which is subject to the disciplinary procedure. This progression would normally include a verbal reprimand before a written reprimand, a written reprimand before a suspension, and a suspension before dismissal for the same related offense. The Chief of Police may determine that a different sequence is required.

Section 12.3

Whenever the employer or his designee(s) interview, question, or interrogate bargaining unit members in reference to alleged or suspected misconduct, either in preliminary investigations or in disciplinary hearing, the following conditions shall apply:

A. Employees being questioned as witness shall be so informed.

B. Employees suspected of misconduct shall be, during preliminary investigations, apprised of the nature of suspected misconduct as it is known at that time.

C. Prior to questioning, employees (including witnesses) shall be informed that failure to respond or failure to respond truthfully may result in disciplinary action for insubordination or dishonesty.

D. Preliminary investigations and disciplinary hearings shall be held either during an employee's scheduled working hours or at time in reasonable proximity to his shift. Disciplinary hearings held outside the employee's scheduled working hours shall be considered time worked.

Section 12.4

In the interest of fair and expeditious corrective action, an employee who has allegedly committed a violation of a minor nature relating to his performance may be interviewed by the City prior to oral correction and counseling of the employee.

An oral reprimand is an official action of record and shall be noted as such by a supervisor. Such reprimand may be used in subsequent progression of discipline. However, oral reprimands noted two years prior to any administrative hearings are to be treated as confidential and shall not be considered in determinations for future disciplinary action with the exception of repeated violations of the same rule, regulation and/or procedure demonstrating a continuing course of conduct which may be considered for future serious disciplinary action for up to five (5) years prior to any administrative hearing.

Section 12.5

A formal charge of misconduct shall be in written form and shall clearly state the violation allegedly committed by the employee. When an employee is charged with misconduct which may result in suspension, reduction, or dismissal, he shall be given, prior to any administrative conference or hearing and within a reasonable time period, a written copy of the charges detailing and specifying the allegations and advising him of his right to be represented by an FOP/OLC representative(s) or the Officer Coordinator or another member of the Police Department at any appearance before an investigator or investigative body. Findings will be issued to the employee after any hearing for which formal charges and specifications have been prepared.

Section 12.6

Upon request of either party made at a reasonable time prior to an administrative conference or hearing, a party may discover any evidence or the identity of any witness to be presented by the other party at the conference or hearing. In the event that new material evidence is developed at the conference or hearing, a continuance may be granted upon request of either party if justice would be best served thereby.

Section 12.7

When a supervisor schedules an employee for an investigative conference for the purpose of determining whether or not the employee has committed an infraction which could result in a disciplinary action of record (written reprimand, suspension or dismissal), the employee has the right to be represented at the conference by an FOP representative(s) or the Officer Coordinator or another member of the Police Department. If an employee requests a representative and a representative is not available at the scheduled time of the conference, the conference may be postponed by the employee for a reasonable time not to exceed seventy-two (72) hours so that the employee can obtain a representative. An investigative conference is a meeting between an employee and his supervisor at a prescribed time and place after the occurrence of the alleged offense. No such investigative conference shall be held until the employee has had the opportunity to obtain such representation or has waived in writing such right.

Section 12.8

The grievance and arbitration provisions of this Agreement shall be the exclusive means of appeal of all disciplinary actions, and no appeal may be taken to the Civil Service Commission. Written reprimands may be grieved, but are not subject to arbitration.

Article 13 - Grievance and Arbitration Procedure

Section 13.1

A grievance is an allegation, submitted as herein specified, claiming violation(s) of the express terms of this contract. Should any dispute or difference arise between the City of Wyoming and the Union concerning the interpretation and/or application of, compliance with any provision of this Agreement, such grievance shall be processed in the following manner.

Section 13.2

It is understood at any level of the grievance procedure that Management and Union are entitled to an equal number of representatives.

Step 1. When an employee feels that he has a grievance he shall discuss it with his immediate Supervisor, within five (5) working days of the time

which the employee should have become aware of the incident precipitating the grievance. If the immediate Supervisor is the subject of the grievance, the grievant may begin this procedure at Step 2 of the process. The Supervisor shall attempt to adjust the grievance, and give the employee an answer within five (5) working days. If this answer fails to satisfactorily settle the grievance, the employee accompanied by his FOP representative may present the grievance to Step 2 of this procedure within five (5) working days.

Step 2. If the grievance is not satisfactorily settled in Step 1, the employee or the FOP may within five (5) working days after receipt of the Step 1 answer appeal the grievance to the Chief of Police or his second in command. The grievance shall be reduced to writing on a grievance form setting forth the details of the grievance, i.e., the facts upon which the grievance is based, the provisions of the contract claimed to be violated and the relief or remedy requested. The Chief of Police or his second in command shall meet with the employee, his, FOP representative and/or the Staff representative within two (2) working days and shall render his decision in writing to the employee and the FOP representative within five (5) working days.

Step 3. If the grievance is not satisfactorily settled at Step 2 the employee, his FOP representative and/or the Staff representatives may, within five (5) working days after receipt of the Step 2 answer appeal the grievance to the City Manager. The City Manager shall meet with the employee, his FOP representative and/or the Staff representative within five (5) working days from the date of the request and shall render a decision in writing to the employee, the FOP representative and/or the Staff representative within three (3) working days after the Step 3 meeting. If the grievance is not satisfactorily settled, the employee accompanied by his FOP representative may appeal his grievance to arbitration within twenty (20) calendar days. Employer grievances, should they occur as a result of official Union activities or actions, including the failure to act as required under this Agreement, will be presented directly to the Staff representative within ten (10) days of the occurrence prompting the grievance, or within ten (10) days of the date upon which the Employer became aware of the situation prompting the grievance. The Staff representative, or his designee shall in each case provide a written answer within fifteen (15) days from receipt of grievance. Unresolved employer grievances may be submitted to arbitration pursuant to Step 4 herein.

Step 4. In grievances that are posted for arbitration, the charging party shall within twenty (20) calendar days of the Step 3 answer submit the matter to arbitration. The Federal Mediation and Conciliation Service (FMCS) shall be contacted for a list of arbitrators. The arbitrators

requested from FMCS must be members of the National Academy of Arbitrators.

A. The FOP and the City shall move to select an arbitrator in an expedient manner once FMCS transmits the panel of arbitrators, unless it is agreed in writing that the selection of an arbitrator may be delayed. The FOP shall first strike a name. Thereafter, each side shall alternately strike a name from the list until one remains. The fees and expenses of the arbitrator shall be borne equally by the City and the FOP. Furthermore, the aggrieved employee, his FOP representative, and any necessary witnesses shall not lose any regular straight time pay for time off the job while attending arbitration proceedings.

B. In the event a grievance goes to arbitration, the arbitrator shall have no authority to add to or subtract from or modify in any way any of the provisions of this Agreement. The arbitrator shall issue a decision within thirty (30) days after submission of the case to him (unless otherwise agreed to by the parties).

C. All decisions of arbitrators and all pre-arbitration grievance settlements reached by the FOP and the City shall be final, conclusive and binding on the City, the FOP and the employees. A grievance may be withdrawn by the filing party at any time during the Grievance Procedure, and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they related to that grievance or any other grievances.

Section 13.3

The time limits or steps set forth in this grievance procedure may be waived by mutual agreement of the parties in writing. Unless such time restrictions are waived, they shall be strictly applied. The burden of complying with the time restrictions falls upon the employee pursuing the grievance. A failure by the employee to comply with the time limits set forth in this procedure shall result in the termination of the grievance. A failure on the part of any superior, department head, City Manager, or his representative, to respond within the time limits set forth in this Agreement shall be deemed to be equivalent to a written denial of the grievance. A policy grievance which affects a number of employees may be initially presented by the union at Step 2 or Step 3 of the Grievance Procedure.

Section 13.4

A failure of probation and conclusions made in performance evaluations are not subject to the Grievance Procedure.

Grievance Representatives:

Section 13.5

Grievance Representatives shall be limited to those members of the Wyoming Police Department elected as members of each Police Department Bargaining Committee and one member of the Labor Council. The representatives names shall be provided to the employer by the Grievance Coordinator.

A Grievance Coordinator, and one (1) alternate, shall be elected from among the total bargaining Unit Committeemen by members of the Bargaining Units. His responsibilities may be, but are not limited to:

A. Attendance at any employees relations meeting.

B. Representing the Wyoming Police Department Bargaining Units in investigating and processing grievances beginning with the Chief of Police.

C. Replacing a Grievance Representative who is absent or otherwise unavailable.

D. Notifying the Employer of any intent to invoke any steps of grievance beyond the Chief of Police.

E. General supervisory review of all grievances.

F. Acting as liaison between the employer and the Labor Council.

Section 13.6

Grievances can be filed by a member of the Police Division or the FOP on behalf of an individual employee or on behalf of the bargaining unit each of whom is eligible to file a grievance.

Section 13.7

If any grievance is filed by a class of employees, that class shall select one employee to represent them as the aggrieved employee.

A grieved employee, the Grievance Representative, and the Grievance Coordinator shall be released from normal duty hours, without loss of pay or benefits, to present, process, and investigate all grievances, upon request and with the approval of the Chief of Police.

Article 14 - Corrective Action and Records

Section 14.1

When an inquiry concerning an employee occurs wherein corrective action of record (written reprimand, suspension, reduction, or dismissal) may result, the employee shall be advised that such an investigation is in progress, and at the conclusion of such an investigation, be advised in writing of its result. All employees have the right to legal counsel/representation.

Upon written request to the Chief of Police, all employees shall be allowed to review any part of or all of their individual personnel file, including the availability of copies of any such entries, with such request remaining a part of that file. Such review shall be made in the presence of the Chief of Police or his designate. Unsubstantiated complaints or unfounded allegations will be removed and/or not placed in the employees personnel file.

Performance evaluations shall take the form and be made in such a manner as prescribed by the Chief of Police. Employees shall receive a copy of each such performance evaluation, in final form, when they become available. The signing of such a performance evaluation by an employee indicates only that he/she has reviewed the evaluation and not that he/she agrees or disagrees with its contents.

Section 14.2

An employee shall have the right to permanently attach a written position statement to any document in his/her personnel file.

Article 15 - Salaries And Certain Benefits

Section 15.1

Salaries for Police Sergeants shall be paid biweekly at the rate of one-twenty sixth (1/26) of their annual salary. Wages will be increased 0% in 2013, 0.5% in 2014 and 2% in 2015.

Annual salaries for Employees shall be as affixed herein for 2013, 2014, 2015:

	2013	2014	2015
Sergeant	71,000.00	71,355.00	72,782.10
Sergeant - 3 Years	72,376.87	72,738.75	74,193.53
Sergeant - 5 Years	72,919.95	73,284.55	74,750.24
Sergeant - 14 Years	73,463.02	73,830.34	75,306.95

One time pay bonuses will also be provided in certain contract years at the following amounts: 1% bonus in 2013; 1% bonus in 2014; and 0% bonus in 2015. The bonus shall be calculated based on the annual base pay in effect as of January 1 of the applicable bonus year (for example, the 2013, 1% bonus for a Police Sergeant – 5 Years shall be based upon $72,919.95. The actual bonus payment would be $729.20). Bonuses shall be paid on the second regular payroll of the 2013 and 2014 calendar year, unless an alternate payment schedule is requested by the employee and is provided in writing to the Police Chief no later than January 10.

Section 15.2 Probationary Employees

At the discretion of the Police Chief and the City Manager, a probationary employee may be entitled to receive a rate of pay higher than established for probationary employees, but in no event shall that rate exceed the amount earned by regular employees.

Newly appointed sergeants shall serve a one-year probationary period. An employee serving a probationary period whose performance the City judges to be unsatisfactory shall be returned to the employee's former classification and pay level if the return is not due to misconduct or other behavior that reflects negatively on the employee's ability to perform patrol functions. An employee serving a probationary period, who is otherwise in good stead, may choose to return to the employee's former classification and pay level if there is a vacancy. The decision of the City to fail a promoted employee's probation shall not be subject to the grievance and arbitration procedure.

Section 15.3 Pension Contributions

Effective January 1, 1985, and continuing thereafter, that portion of an employee's individual earned compensation which is contributed to the Ohio Police and Fire Pension Fund, as the employees' individual contribution, shall be picked up (assumed and paid) on behalf of and in lieu of payment by the individual employee, by the City of Wyoming; provided, however, that the City of Wyoming shall not pick up more than 10% to the Ohio Police and Fire Pension Fund. Employees shall be responsible for any contribution increase if rates of contribution are raised above 10%, which the City will deduct from employee's pay and pay over to the appropriate fund.

The City of Wyoming shall, in reporting and making remittances to the Ohio Police and Fire Pension Fund, report that each individual's contribution has been made on behalf of the individual as set forth in this Article and shall not be considered additional salary or wage. For the purposes of computing the individual's earnings, or basis of his contribution to the Ohio Police and Fire Pension Fund, the amount paid by the City of Wyoming on behalf of the individual is intended to be and shall be considered as having been paid by the individual in the fulfillment of his statutory obligations.

Article 16 - Overtime

Section 16.1 Overtime

All overtime shall be paid biweekly unless federal law requires payment on some other basis which basis shall then control.

Section 16.2 Compensatory Time

Employees may elect to take all or any part of Overtime hours in the form of Compensatory Time, in lieu of Overtime Pay. Compensatory time shall be compensated at the rate of one and one-half (1 ½) hours off for each one (1) hour of overtime worked. Compensatory Time may be accumulated by an employee, but only to a maximum of eighty (80) hours after conversion at any given time. In the event an employee accumulates eighty (80) hours of Compensatory Time, then any future Overtime hours must be compensated with Overtime Pay. After an employee takes Compensatory Time off, the employee must elect to earn and accumulate additional Compensatory Time in lieu of Overtime Pay, up to a maximum of eighty (80) hours. An employee may not schedule a use of Compensatory Time more than sixty (60) days after the date on which the request is made.

When an employee desires to use Compensatory Time off that he has accumulated, it shall be scheduled and granted with the mutual consent of the employee and his immediate supervisor. All compensatory time may be carried over into the following year. Employees shall not be able to earn compensatory time in lieu of holiday pay.

Section 16.3 Firearms Refresher Training

Each employee shall have available to him one (1) hour payable at his Overtime Compensate Rate, per Overtime Pay Period, which may be used as Firearms Refresher Training.

Section 16.4 Call-In Compensation

A minimum of two (2) hours payable at an employee's Overtime Compensation Rate shall be paid any employee for any type or nature of appearance above and beyond his regularly scheduled shift, which is required or requested of him within the scope of his employment.

Section 16.5 Court Appearances

An employee shall be paid a minimum of three (3) hours at his Overtime Compensation Rate for any time required for appearance in Court, unless said Court appearance occurs during the regular tour of duty. An employee who is required to appear in Court during his regular tour of duty shall not receive additional compensation.

Section 16.6 Kelly Time

During the time which the City maintains Bargaining Unit Employees on a twelve (12) hour work schedule, the City shall grant four (4) hours of "Kelly Time" every two weeks to each Bargaining Unit Member on a twelve (12) hour work schedule.

Article 17 - Vacation

Section 17.1 Schedule

The vacation year runs from January 1st to December 31st. Vacations are based on continuous service. "Continuous service" is defined as service not broken by resignation or dismissal without reinstatement within one (1) year of the date of separation.

Less than 1 Year	Contingent Upon Starting Date
1-5 years	10 days
6 years	11 days
7 years	12 days
8 years	13 days
9 years	14 days
10 years	15 days
11 years	16 days
12 years	17 days
13 years	18 days
14 years	19 days
15 years	20 days
16 years	21 days
17 years	22 days
18 years	23 days
19 years	24 days
20 years to retirement	25 days

An employee starting after June 30th in any year will not be entitled to vacation in the starting year, but will be entitled to 10 days vacation in the following calendar years. An employee starting between January 1st through June 30th will be entitled to five (5) days vacation in the starting year, as well as 10 days vacation in the following calendar year.

Section 17.2 Prior Service Allowance

Ohio Revised Code, Section 9.44. states as follows:

A. A person employed, other than as an elective officer, by the State or any political subdivision of the State, earning vacation credits currently, is entitled to have his prior service with any of these employers count as

service with the State or any political subdivision of the State, for the purpose of computing the amount of his vacation leave.

B. To determine prior service for the purpose of computing the amount of vacation leave for a person initially employed on or after July 5, 1987, by a municipal corporation, the person shall have only his prior service within that municipal corporation counted.

C. An employee who has retired in accordance with the provisions of any retirement plan offered by the state and who is employed by the state or any political subdivision of the state on or after the effective date of this amendment, shall not have his prior service with the state or any political subdivision of the state counted for the purpose of computing vacation leave.

Vacations, holidays, and personal leave days shall be calculated as done by current departmental policy.

Any employee with a balance of eighty (80) vacation hours may convert the excess over eighty (80) to cash at a rate of hour for hour, as long as the balance after conversion is eighty (80) hours. The conversion shall occur between January 1 and February 15 of each calendar year (after the normal vacation selection process) and is payable with the first pay period in March.

Article 18 - Holidays

Section 18.1 Established

New Year's Day, Martin Luther King Day, the third Monday in February (designated as Washington-Lincoln Day), Memorial Day, Independence Day, Labor Day, Veteran's Day (floating holiday to be scheduled in advance; if worked, not at overtime rate), Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day and, individually, an employee's birthday shall be designated as holidays with pay.

Section 18.2 Paid Holidays

Work performed on New Year's Day, Thanksgiving Day, Christmas Eve, Christmas Day, and July 4th, Labor Day, and Memorial Day, President's Day, Martin Luther King Day, shall be paid at the rate of time and one-half and compensatory time off.

Section 18.3 Personal Days

An employee will be granted two (2) personal leave days during the calendar year and cannot be carried over from one year to the next.

Vacations, holidays, and personal leave days shall be calculated as done by current departmental policy.

Article 19 - Sick Leave

Section 19.1 Entitlement

Each full-time, permanent employee is credited with ten (10) hours of sick leave per calendar month of service, to a maximum of 120 hours per year. Sick leave credit may be accumulated to a maximum of 2,500 hours. Upon retirement, or in the event of an employee's death, each employee shall receive pay for a maximum of two thirds (2/3) of his/her unused accumulated sick leave; provided, however, that no more than 1,072 hours may be paid regardless of the accumulated sick leave amount.

Section 19.2 Notification

Sick leave will be paid only when the employee or a member of his immediate family notifies his superior or other designated person of his absence at least one-half (1/2) hour prior to the time he or she would normally report for duty. In the event of absence of more than three (3) days, the employee may be required to file with the Chief or his designee a written statement signed by a qualified doctor stating that the employee is able to return to work. The City may require satisfactory medical evidence when patterns of use suggest abuse. More than five (5) instances of absence in any six (6) month period may be deemed excessive, and in such an event the City Manager shall investigate and take disciplinary action if he deems it necessary.

In no event will an employee on sick leave be paid for more than eight (8) hours in any twenty-four (24) hour period, unless his normal work period is more than eight (8) hours in which case he shall be paid for the actual number of hours he would have worked.

Section 19.3 Family Illness

An employee may be granted up to three (3) days sick leave at the discretion of the City Manager, in the event of serious sickness or disability in his immediate family. "Immediate family" means father, mother, father-in-law, mother-in-law, sister, brother, wife, husband, child or step child of the employee.

Section 19.4 Funeral Leave

In the event of death in the family an employee shall be entitled to three (3) paid sick leave days, the first day not being deducted from his accumulated sick leave balance.

"Family" means grandfather, grandmother, father, mother, sister, brother, wife, husband, child, step child or step parent of the employee, and father-in-law, mother-in-law, brother-in-law, or sister-in-law of the employee.

Section 19.5 Extensions

The City Manager may at his discretion grant sick leave in addition to the provisions regarding use of sick leave for a serious sickness or disability in an employee's immediate family or in the event of death in the family of an employee.

Section 19.6 Pregnancy

Pregnancy is regarded as a short-term disability. As such, employees are permitted to use sick or annual leave which they have available to them, after which they may be placed on a leave without pay status.

A pregnant employee may continue to work in her position as long as she can carry out the duties of the job. An employee wishing to go on maternity leave prior to the 7th month of her pregnancy must present evidence from the attending physician verifying medical complications requiring the employee to stay home.

If an employee is not sure whether she wishes to return to her position after the pregnancy, the position will be held open for a period of six (6) weeks. If the employee has not returned to her position after six (6) weeks, the position will be considered vacated, and may be refilled utilizing normal procedures. If the employee is utilizing Family and Medical Leave as defined in Section 19.8, her job shall be held open for the duration of said Family and Medical Leave.

In the event of postpartum complications, the City Manager may, at his discretion, extend the period during which the position will be kept open; only, upon presentation of written notification from the attending physician indicating such complication, and the expected date when the employee will be able to return to work.

Section 19.7 Conversion

An employee who has more than six hundred (600) hours sick leave accumulated to his credit as of December 31st of the previous year may convert the excess to vacation on the basis of twenty four (24) hours sick leave to sixteen (16) hours vacation leave, to a maximum of thirty-two (32) hours vacation leave in any given year, if the conversion is to then be taken in cash, providing the employee's sick leave balance after conversion is not less than six hundred (600) hours. With the aforementioned balance requirements being maintained, an employee may convert up to forty eight (48) hours sick leave to forty eight (48) hours vacation leave as long as the time is used as off time.

Section 19.8

The city policy on the FMLA shall be applicable to bargaining unit members. It is intended that this Section comply with the Family and Medical Leave Act of 1993, and that the parties shall take such action to ensure compliance.

Article 20 - Injury-On-Duty Pay

Section 20.1

To receive benefits under this Article, an employee injured on the job or under the color of office must report the injury to the employee's supervisor immediately or as soon as reasonably practicable and must submit required reports to the Chief of Police within 24

hours of the injury or as soon as physically possible. The City of Wyoming will not be liable for the injury of any employee resulting from, or arising out of, outside employment, or off-the-job injuries. Injury leave may not be used under these circumstances.

Section 20.2

If an employee sustains an injury or contracts a disease in the course of and arising out of employment with the City of Wyoming and is unable to work, the City will grant Injury Leave to a maximum of 90 workdays; however, this period may be extended at the discretion of the City. This will be converted to sick leave from the beginning if it is subsequently determined that the injury or disease was not in the course of or did not arise out of employment. The City may terminate Injury Leave if the employee has recovered enough to perform available work. The City will pay an employee on Injury Leave the employee's regular weekly pay. Such payments shall take the place of Temporary Total disability payments available through the Bureau of Workers' Compensation.

Section 20.3

The City may require an employee to perform Transitional Work duties temporarily within the restrictions resulting from allowed conditions of his workers' compensation claim, at the City's option. During the time the City provides Transitional Work, the City will continue to compensate the employee at his regular pay rate. Any physician's release to Transitional Work must include an estimated date for return to regular duties. Transitional Work will be limited to the Police Department.

Section 20.4

In determining an employee's eligibility for leave, or mental or physical ability to perform or return to regular or transitional work, under this Article or under any provision of this Agreement, the City may rely upon medical evidence presented by the employee or may require the employee to submit to an examination by a physician or other examiner selected and paid for by the City. If an employee does not agree with the results of the City's examination, the employee may appeal to a third physician agreed upon by the City's physician and the employee's physician. The third physician's opinion shall be binding on the City, the employee and the Union and the examination cost shall be paid by the City.

Section 20.5

By accepting injury leave benefits as described in this Article, the injured employee does not surrender any claims to compensation he or she may be entitled to under B.W.C. for the period when injury leave is not being paid under the injury leave benefit.

Article 21 - Longevity

Section 21.1 Establish

The City Manager, upon evidence of merit, will authorize longevity pay for all employees in the bargaining unit with three (3) or more years of continuous service. When such merit has been determined by the City Manager, longevity pay shall be paid at the rates set forth below, for each year of service, after the third year, up to a maximum of twenty eight (28) years of service (i.e. twenty five (25) years maximum longevity pay).

All bargaining unit employees shall be eligible to receive sixty dollars ($ 60.00) per year for each year of service.

When an employee is eligible to retire under his retirement system, and elects to do so, longevity shall be paid based on the amount he would have received on his most recent anniversary date, pro-rated per full month of service since his previous anniversary date to his date of retirement.

If an employee's performance is less than satisfactory, the payment may be adjusted or eliminated to reflect substandard performance.

Denial of this benefit may be appealed through the grievance procedure.

Article 22 - Health Insurance

Section 22.1

The Employer shall provide comprehensive hospitalization, surgical and major medical coverage for each employee, whether single or family, with applicable co-pays as noted herein.

Effective January 1, 2013, employees hired after December 31, 1994 shall contribute an amount equal to 15% of the COBRA premium which is determined annually. Employees qualifying for the Wellness Incentive Rate shall contribute an amount equal to 12% of the COBRA premium. To qualify for the 2013 Wellness Incentive Rate, covered employees, spouse, and dependent children over the age of 18 and not enrolled in college, must participate in the Health Risk Assessment offered through the City's Wellness Program. In the event that during the duration of this agreement the City no longer offers the Health Risk Assessment or other agreed upon Incentive program/Incentive Rate, the employee shall contribute an amount equal to 12% of the COBRA premium.

Effective January 1, 2014, employees hired after December 31, 1994 shall contribute an amount equal to 17% of the COBRA premium which is determined annually. Employees qualifying for the Wellness Incentive Rate shall contribute an amount equal to 12% of the COBRA premium. To qualify for the 2014 Wellness Incentive Rate, covered employees, spouse, and dependent children over the age of 18 and not enrolled in

college, must participate in the Health Risk Assessment offered through the City's Wellness Program and must not be a tobacco user. In the event that during the duration of this agreement the City no longer offers the Health Risk Assessment or other agreed upon Incentive program/Incentive Rate, the employee shall contribute an amount equal to 12% of the COBRA premium.

Effective January 1, 2015, employees hired after December 31, 1994 shall contribute an amount equal to 20% of the COBRA premium which is determined annually. Employees qualifying for the Wellness Incentive Rate shall contribute an amount equal to 12% of the COBRA premium. To qualify for the 2015 Wellness Incentive Rate, covered employees, spouse, and dependent children over the age of 18 and not enrolled in college, must participate in the Health Risk Assessment offered through the City's Wellness Program and must not be a tobacco user. In the event that during the duration of this agreement the City no longer offers the Health Risk Assessment or other agreed upon Incentive program/Incentive Rate, the employee shall contribute an amount equal to 12% of the COBRA premium.

Major Medical Benefits:

	2007 and thereafter
Individual Calendar Year Deductible	$200
Family Calendar Year Deductible	$400

If a plan Member incurs covered major medical expenses in excess of basic Benefits and the Calendar Year Deductible, the Plan will pay 80% of the next $3,000 beginning 1/1/2007 or $6,000 for family of covered UCR charges, then 100% for the remainder of the Calendar Year, except Mental Health Services, Drug Addiction or Alcoholism.

The City reserves the right to unilaterally change health insurance plans and make adjustments to coverages of the health insurance plan. The City will consult with the Union before making significant changes to the plan. Any changes to the plan will be uniform among City employees.

Prescription Drug Plan:

Generic co-pay (except injected drugs)	$ 5.00
Brand co-pay (except injected drugs)	$20.00
Injected drugs co-pay	$40.00

Any employee that presently has family coverage, and whose spouse has family coverage shall be entitled to a yearly payment of $400 in December, provided that said employee provides evidence of family coverage by his or her spouse.

Section 22.2 Other Benefits

The City shall provide Dental and Optical benefits for each employee and pay into each account five hundred ($500) annually.

Employees shall have access to said account, upon presentation of paid dental or optical bills or paid major medical or prescription co-pays to the Finance Director. Upon separation from city service, an employee shall be paid the balance in the employee's account.

Article 23 - Life Insurance

Section 23.1 Establish

The employer shall provide a life insurance policy with a benefit level equal to one (1) year's base salary with double indemnity for accidental death. Employees may choose to decline this coverage with written notification to the employer.

Section 23.2

Employees hired after December 31, 1994 shall pay the administrative costs of this policy.

Article 24 - Death Benefit Payment

Section 24.1 Payment

In the event of an employee's death, having accumulated unused or otherwise uncompensated overtime compensation, vacation leave, compensatory time, holidays, sick leave (to the extent otherwise payable upon retirement), court pay, or any other benefit he would have otherwise been entitled had he not met with his death, such due compensation shall be totaled and paid to his spouse or designated beneficiary, or if no beneficiary has been so designated, to his estate.

Section 24.2 Longevity

In the event of the death of an employee, longevity compensation shall be paid at the rate the employee would have received after twenty-five (25) years of service.

Section 24.3 Medical Insurance

In the event of the death of an employee, the employer shall continue all medical benefits for the surviving spouse and their dependents for the interim period when pension insurance begins.

Section 24.4 Equipment

In the event of the death of a Police Officer, his service weapon and badge shall be awarded to his designated beneficiary.

Section 24.5 Beneficiary Forms

The employer shall maintain designated beneficiary forms for all employees.

Article 25 - Occupational Insurance

Section 25.1 Occupational

The employer shall provide law enforcement officers professional liability insurance wherein the insuring company will pay on behalf of the employee, sums which the employee shall become legally obliged to pay as damages because of wrongful acts arising out of law enforcement activities. Coverage shall be in the following areas: personal injury coverage, bodily injury coverage, property damage coverage, and punitive damage coverage.

Section 25.2 Automobile

The employer shall also provide automobile insurance coverage, as provided for other City employees.

Article 26 - Labor/Management Meetings

Section 26.1 Establish

In the interest of sound labor/management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the employer and/or his designee(s) shall meet with one (1) representative of each bargaining group of the Fraternal Order of Police to discuss pending problems and to promote a more harmonious labor/management relationship.

An agenda will be exchanged by the parties at least five (5) working days in advance of the scheduled meeting with a list of matters to be taken up in the meeting and the

names of those FOP representatives who will be attending. The purpose of such meeting shall be to:

A. Discuss the administration of this Agreement.

B. Notify the FOP of changes made by the employer which affect bargaining unit members of the FOP.

C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.

D. Disseminate general information of interest to the parties.

E. Discuss ways to increase productivity and improve effectiveness.

F. To consider and discuss health and safety matters relating to employees.

It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

Article 27 - Uniforms and Equipment

Section 27.1 Provide

Uniforms and equipment will be provided by the employer as needed and as determined by the Chief of Police on a continuing basis.

Section 27.2 Maintain

Dry cleaning and maintenance services to provide for the care and upkeep of uniforms and equipment will be provided by the employer.

Section 27.3 Detective

A yearly clothing allowance of Four Hundred Fifty Dollars ($450.00) shall be provided to an employee who is acting in the position of Detective over an extended period of time on a reimbursement basis and as determined by the Chief of Police.

Article 28 - Retirement

Section 28.1

An employee who retires from service with the employer shall be presented his/her badge. The badge shall be suitably encased and presented in such a manner as to make it unusable. The retiring employee shall also be presented with an identification card that identifies him/her as a retired police officer. The City of Wyoming may offer the retiring employee the option to purchase his/her employer issued handgun for one dollar

($1.00) within 30 days of retirement. In order to qualify for the provisions of this Section, the retiring employee must have completed at least (10) years of service with the employer, and must apply for and be granted full retirement benefits by the Ohio Police and Fire Pension System. The retiring employee shall also be presented with a badge designating Retired Police Officer.

Article 29 - Death of a Police Officer Or Bargaining Unit Member

Section 29.1

In the event of the death of a Bargaining Unit member, the surviving spouse, child, parent, or other appropriate family member shall be presented with the badge worn by the deceased member. The badge will be suitably encased at the employer's expense.

Section 29.2

If the deceased is killed in the line of duty, the employer shall pay funeral expenses in accordance with the wishes of the officer's family not to exceed $5,000.

Section 29.3

Pall Bearers and honor guards will be provided and assigned according to the family's wishes.

Section 29.4

If the deceased is killed in the line of duty and unless requested otherwise by the family, the Police Department will maintain vigil over the deceased member while the member is open for viewing to the public until interment. Nothing in this article shall prevent a bargaining unit member from volunteering without pay to maintain vigil over the deceased member during hours the Police Department is not providing vigil.

Section 29.5

Surviving Bargaining Unit members shall be authorized the wearing of mourning colors in accordance to the following guidelines:

1. Officer killed in the line of duty within Hamilton County, colors will be worn from the date of the incident for thirty (30) consecutive days.

2. Officer killed in the line of duty in an adjoining County, colors will be worn from the date of the incident until the date of the funeral.

3. Mourning colors may also be worn during National Police Memorial Day to include military decorations.

Section 29.6

The employer will make every reasonable effort to release from duty status those employees who wish to attend the services of the victim officer.

Section 29.7

The employer will erect a suitable memorial plaque to a Bargaining Unit member killed in the line of duty at a conspicuous location at Wyoming Police Headquarters.

Article 30 - Duration of Agreement

Section 30.1 Duration

This Agreement shall be effective upon January 1, 2013, and shall remain in full force and effect until December 31, 2015.

Section 30.2

If either party desires to modify, or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt.

Signed this 18th day of December, 2012.

FOR THE CITY:

FOR THE FOP-OLC:

MEMORANDUM OF AGREEMENT
SERGEANTS

If the City exercises its management right to change schedules:

(1) Overtime will be paid for time in excess of the scheduled hours. For example, if the City changes the schedule to 12-hour days, overtime will be paid for hours worked in excess of 12.

(2) The FLSA work period will continue to be 28 days.

(3) Vacation will be on an hour basis. That is, if an employee has 10 days vacation, that will be equivalent to 80 hours total, regardless of the length of the newly scheduled day.

(4) However, holidays, floating holidays and personal days will be the length of the newly scheduled day.

(5) If the City decides to return to its current schedule, paid time off will be handled as it is currently.

For the City	For the Union
Robert W. [illegible]	[illegible] 4-18-07
Date: 3/28/2007	Date 4-18-07

112830

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	} Case No(s):	12-MED-09-0915
EMPLOYEE ORGANIZATION,	}	(Sergeants)
	}	
and,	}	
	}	
CITY OF WYOMING,	}	
EMPLOYER.	}	
	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

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

Respectfully Submitted,

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

cc: Lynn Tetley
ltetley@wyomingohio.gov