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AGREEMENT

BETWEEN THE

CITY OF ALLIANCE

AND THE

FRATERNAL ORDER OF POLICE/ OHIO LABOR COUNCIL, INC. PART-TIME PATROL OFFICERS

SERB CASE # 2012-MED-09-0918

Effective January 1, 2014

Through December 31, 2016

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ARTICLE 1
PREAMBLE/PURPOSE

Section 1. Parties. This Agreement is entered into by the City of Alliance, Stark County, Ohio, hereinafter referred to as the "City" and the Fraternal Order of Police/Ohio Labor Council, Inc., hereinafter referred to as the "Union" or the "F.O.P."

Section 2. Purpose. The purpose of the Agreement is as follows: the promotion of harmonious relations between the City and the F.O.P.; the establishment of equitable and peaceful procedures for resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment. It is further the purpose of the parties to use their best efforts to serve the citizens of the City of Alliance, and to provide a more professional police department.

Section 3. Joint Responsibility. The Union and City agree that they have joint and absolute responsibility to provide uninterrupted and continuous police protection to the citizens of the City of Alliance.

ARTICLE 2
RECOGNITION

The City hereby recognizes the F.O.P./O.L.C. as the sole and exclusive bargaining representative for all regular Part-time Patrol Officers employed by the City of Alliance with respect to wages, hours, and other terms and conditions of employment as set forth in Section 4117.08 of the Ohio Revised Code.

ARTICLE 3
DUES CHECK OFF AND FAIR SHARE FEE

Section 1. Dues Deduction. The City agrees to deduct monthly from the wages of any employee, who is a member of the Union, membership dues, initiation fees, and/or assessments. Employees shall submit a written authorization for dues deductions. The Union will notify the City annually, in writing, of the dues it charges and its current membership. The Union will update membership information as necessary. Except as otherwise provided for in this article, each eligible employee's written authorization for Union dues deduction shall be honored by the Employer for the duration of this Agreement or until such employee submits a written revocation of the Union dues deduction authorization to the Employer or its designee. Each bargaining unit member utilizing the City deduction from the pay for the remittance of sums to the Union shall provide the City an authorization form.
The form shall include an agreement by the bargaining unit member to hold the City harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of or

by reason of action taken or not taken by the City for purposes of providing the deduction service.

Section 2. Deduction Submission. Such sums deducted from a bargaining unit member's pay, accompanied by a list of bargaining unit members from whose pay they have been deducted and the amount deducted, shall be forwarded to F.O.P./O.L.C., 222 East Town Street, Columbus, Ohio 43215-4611, within the month such collection is made.

Section 3. Refunds/Deduction Errors. In the event that a refund is due any bargaining unit member for any sums deducted from wages paid to the Union, it shall be the responsibility of such member to obtain the appropriate refund from the Union. The City shall not be liable for the remittance or payment of any sum other than those constituting actual deductions made, and if for any reason it fails to make a deduction for a bargaining unit member as above provided, it shall make that deduction from the member's next pay in which such deduction is normally deducted after the error has been called to the attention by the bargaining unit member or Union.

Section 4. Indemnification. The Union shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this article.

Section 5. Fair Share Fee Contribution. In recognition of the Union's services as the bargaining representative, all employees of the bargaining unit not electing membership shall share in the financial support of the Union by paying a fair share fee. " The fair share fee shall not exceed, on a monthly basis, the monthly Union dues paid by members of the Union. The assessment and collection of all fair share fees, including but not limited to automatic payroll deductions, shall be in accordance with the Ohio Revised Code Section 4117.09(C). The deductions shall be transmitted to the Association as provided in Section 2.

Section 6. Fair Share Fee Deduction Procedure. Sixty (60) days after the commencement of employment, employees not electing to hold membership in the Union will as a condition of employment pay the Union a fair share fee. The Union warrants to the Employer that it maintains an internal fair share fee notice, rebate, and appeal procedure and that it shall administer its fair share fee rebate procedure in accordance with applicable law. All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure.

ARTICLE 4
NO STRIKE/LOCK OUT

Section 1. Strike. The Union and the bargaining unit members recognize that a strike, as defined in section 4117.01 and Section 4117.04 of the Ohio Revised Code, is illegal for police officers and they pledge not to engage in any strike against the City of Alliance as defined in the previous sections, including but not limited to slowdowns, job actions, and sympathy strikes or other concerted interference with, or withholding of services mandatory or discretionary job assignments, and further agree to cross any picket line established by any other union representing the employees of the City of Alliance in order to perform their duties as police officers. Nothing in this section shall be construed to preclude the City from seeking to enjoin any such strike in accordance with the provisions of Section 4117.15, Revised Code, or any disciplinary action which may be taken against striking employees pursuant to Section 4117.04 and Section 4117.15(C), Revised Code.

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

Section 2. Job Action. The Union agrees to actively seek stoppage of any type job action by a member or members of the bargaining unit and shall take whatever affirmative steps reasonably within their ability that are necessary to end such job action.

Section 3. Lock Out. The City agrees not to lock out any employee in the bargaining unit during the term of this Agreement.

ARTICLE 5
MANAGEMENT RIGHTS

Section 1. Except insofar as this Agreement expressly provides otherwise, the City reserves and retains, solely and exclusively, each of its statutory and common law rights - express or inherent - to operate, manage, and direct the Division of Police of Alliance, Ohio (herein sometimes referred to as "The Department.") Such rights shall include, but not be limited to, the following:

(a) to determine all matters of managerial policy which include, but are not limited to, areas of discretion or policy such as the functions, services, and programs of the Department; its available funds, and its budget; and the standards, methods, means, and procedures by which employees shall be required to perform the

functions, services, and programs of the Department;

(b) to hire, appoint, evaluate, promote, assign, reassign, schedule, reschedule, transfer, lay-off, train, retrain, suspend, demote, discipline for just cause, remove, dismiss, retain, or reinstate employees;

(c) to devise, conduct and grade Civil Service examinations; rate candidates; establish eligibility lists from the examinations; and make original or promotional appointments from eligible lists;

(d) to direct, supervise, manage the work force; to determine the efficiency and effectiveness of the work force; to determine the size, composition, and adequacy of the work force; to select the personnel by which Departmental operations shall be carried out; and to establish, continue, or change policies, practices, rules and regulations; to maintain or increase the efficiency and/or effectiveness of departmental services, to relieve employees from their duties because of lack of funds, lack of work, or in order to maintain or increase the efficiency and/or effectiveness of Department services; and to schedule overtime;

(e) to maintain or increase the efficiency and/or effectiveness of departmental services, to relieve employees from their duties because of lack of funds, lack of work, or in order to maintain or increase the efficiency and/or effectiveness of Department services; and to schedule overtime;

(f) to take any action deemed necessary to carry out the functions, services, and programs of the Department in an emergency;

(g) to determine the classifications, size and duties of the workforce, determine shifts and reasonable overtime requirements, assign allocated work to and between police stations, reorganize, discontinue or enlarge any departments, or portions thereof, and to otherwise carry out all ordinary and customary functions of management.

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

Section 2. The City specifically retains all its rights contained in Section 4117.08(c)(1)-(9) Ohio Revised Code, which are not listed above.

ARTICLE 6
SEVERANCE OF PRIOR AGREEMENTS/ MID-TERM BARGAINING

Section 1. The parties acknowledge that during the negotiations which preceded this agreement, each had the unlimited opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this agreement. This contract, it is mutually agreed, supersedes and cancels all prior agreements, whether oral or written, unless expressly stated to the contrary herein, and together with any addendums (e.g., letters of understanding, appendices, side letters, etc.) constitutes the complete and entire understanding and agreement between the parties and concludes collective bargaining, except as specifically provided for in Section 2, for the term of this contract. Therefore, the Union agrees that, during the life of this Agreement, the City shall have no obligation to bargain collectively with respect to the exercise of any rights reserved and retained by it pursuant to either Section 4117.08(c) of the Revised Code or Article 4, Management Rights.

Section 2. Mid-Term Bargaining. Neither party is obligated to bargain over any matter already covered by the Agreement. Where a proposed action involves a mandatory subject of bargaining and is not already provided for by the Agreement, then the Employer, prior to taking such action, shall inform the Union of said proposed action prior to the date of implementation and shall meet with the Union to discuss the matter. The Employer may unilaterally implement such action after discussions have taken place. The Union may grieve the reasonableness of the Employer's decision.

ARTICLE 7
WORK RULES

Section 1. All bargaining unit members shall comply with all departmental rules and regulations, including those work rules relating to conduct and work performance.

Section 2. The Union recognizes that the Employer under this agreement has the right to promulgate and implement new and revised work rules, regulations, and policies and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs.

Section 3. At least seven (7) calendar days prior to implementation or modification of any new or existing rule, regulation, policy or procedure which affects members of the bargaining unit, the Employer will notify the Union, and if requested, meet with the Union to discuss the matter

prior to the date of implementation. This seven (7) calendar day notice period will not apply to revisions or modifications to work rules, regulations, policies or procedures that involve an immediate health and safety issue which shall be effective upon notification to the union and the parties, if requested, will meet to discuss the matter as soon as practicable following the adjustment.

Section 4. The Employer recognizes and agrees that no work rules, regulations, policies, or procedures shall be modified, maintained, or established that are in violation of any expressed terms or provisions of this Agreement.

Section 5. Mandatory Training. It is specifically understood and agreed that the officers will cooperate with the rules and regulations as they relate to mandatory training. Officers who refuse mandatory training, or who leave mandatory training sessions early without cause, may be disciplined under the rules and regulations and in accordance with those rules and regulations.

ARTICLE 8
DRUG/ALCOHOL SCREENING

A. Drug screening tests shall be part of the periodic physical examination given to officers to detect the use of illegal drugs or controlled chemical substances. In addition to the periodic physical examination, baseline testing may be administered once per year without prior notice. If the screening is positive, the employee may be ordered to undergo a confirmatory test which shall be administered by a medical laboratory qualified to administer such tests.

B. The bargaining unit member may have a second confirmatory test done at a lab of his choosing, at his expense, provided, however, such tests must be done by a laboratory testing all known drugs subject to abuse, having a sensitivity of at least sixty (60) per cent and a specificity of ninety-nine (99) per cent. This test shall be given the same weight as the two previous tests.

C. If both the screening and the confirmatory tests are positive, the City may require the bargaining unit member to participate in a rehabilitation or detoxification program which is covered by the bargaining unit member's health insurance program. A bargaining unit member who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, and personal days for the detoxification program. If no such leave credits are available, such bargaining unit member shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and retest that demonstrates the bargaining unit member is no longer using illegal drugs or abusing controlled substances, the bargaining unit member shall be returned to his position. Such bargaining unit member may be subject to periodic re-testing upon his return to his position for a

period of one (1) year from the date of his return. Any bargaining unit member in the above mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.

D. If the bargaining unit member refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within one (1) year after his return to work upon completion of the program of rehabilitation, such bargaining unit member shall be subject to disciplinary action including removal from office. Except as otherwise provided herein, costs of all drug screening tests and confirmatory tests shall be borne by the City.

E. For the purpose of this article, "periodic" shall mean not more than one time per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use and a bargaining unit member may be tested more frequently during the one (1) year period after his return from a rehabilitation or detoxification program.

F. For the purposes of implementing the provisions of this article, each bargaining unit member shall execute medical releases in order for the City to obtain the results of the physical examinations/drug screen testing provided for in this article. Except as otherwise provided by state or federal law with regard to communicable diseases, or with the permission of the bargaining unit member, the releases referred to in this section shall authorize only the release of examination results and progress reports pertaining to the drug screening test results. No other medical finding may be released without the express written permission of the bargaining unit member.

G. If a bargaining unit member is indicted in connection with drug use or abuse, and is not disciplined or discharged by the Employer, the bargaining unit member shall be placed on a leave of absence without pay until resolution of the court proceedings. A bargaining unit member may use accrued vacation or holiday time during such leave. A bargaining unit member found guilty by a court of competent jurisdiction shall be summarily discharged. A bargaining unit member found innocent of the charges shall be paid for all straight time hours and shall have any vacation or holiday time, which was used during such leave, restored to his credit. The bargaining unit member's health insurance premiums will be paid during the leave of absence.

H. Reasonable Suspicion Testing: All employees may be subject to a fitness for duty evaluation, to include appropriate urine and/or breath testing when there are reasons to believe that drug or alcohol use is adversely affecting job performance. A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances which are consistent with long or short-term effects of substance abuse or alcohol misuse. Examples of reasonable suspicion include, but are not limited to, the following:

1. Adequate documentation of unsatisfactory work performance or on-the-job behavior.

2. Physical signs and symptoms consistent with prohibited substance abuse or alcohol misuse such as slurred speech and body odors.

3. Evidence of manufacture, distribution, dispensing, possession, or use of controlled substances, drugs, alcohol, or prohibited substances.

4. Occurrence of a serious or potentially serious accident that may have been caused by human error.

5. Fights (to mean physical contact), assaults, and flagrant disregard or violation of established safety, security, or other operating procedure.

6. Argumentative, cantankerous behavior.

Reasonable suspicion referrals will be made by a supervisor (two [2] when practical) who detects the signs and symptoms of drug and alcohol use and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to prohibited substance abuse or alcohol misuse.

I. Post-Accident and Post-Injury Testing: All employees will be required to undergo urine and breath testing if they are involved in an accident with a City vehicle or injured in the course of their employment. This includes all employees that are on duty in the vehicles and any other whose performance could have contributed to the accident or injury.

Following an accident or injury, the employee will be tested as soon as possible, but not to exceed eight (8) hours for alcohol testing and thirty-two (32) hours for drug testing. Any employee involved in an accident or injury must refrain from alcohol use for eight (8) hours following the accident/injury or until he/she undergoes a post-accident/injury alcohol test. Any employee who is involved in an accident or is injured and fails to immediately report the accident or injury without justifiable explanation will be considered to have refused the test and their employment may be terminated.

Any bargaining unit member who is prevented from working any regularly scheduled hours by the Employer prior to drug and/or alcohol testing shall be paid for this missed hours provided the test(s) are negative or, the time for testing has expired without a test being performed.

J. Return-to-Duty Testing: All employees who previously tested positive on a drug or alcohol test must test negative (below 0.02 for alcohol) and be evaluated and released to duty by a substance abuse professional before returning to work.

K. Follow-up Testing: Employees will be required to undergo frequent unannounced random urine and/or breath testing following their return to duty after a positive

test result. The follow-up testing will be performed for a period of one (1) to five (5) years with a minimum of six (6) tests to be performed the first year.

ARTICLE 9
LABOR MANAGEMENT COMMITTEE

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

ARTICLE 10
DISCIPLINARY ACTION

Section 1. The tenure of every employee subject to the terms of this agreement shall be during good behavior and efficient service. No employee shall be demoted, suspended (including working suspensions), discharged, or removed except for grounds stated in Section 2 of this article. The Employer may take disciplinary action against any employee in the bargaining unit for just cause. Forms of disciplinary action are:

1. Letter of instruction and cautioning (i.e., documented verbal warning).
2. Written reprimand.
3. Suspension without pay, at the option of the employee, and with concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.
4. Suspension of record (i.e., paper suspension).
5. Demotion.
6. Discharge.

An employee who is given a working suspension (i.e., suspension of record) shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action.

Section 2. Grounds for Discipline. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public and/or co-workers, neglect of duty, absence without leave, substance abuse, violation of City or department work rules, regulations, policies, or procedures, failure of good behavior, violation of Chapter 124 or Rules of the Civil Service Commission, or any conduct unbecoming a representative of the

Employer, or any other acts of misfeasance or malfeasance or nonfeasance, shall be cause for disciplinary action.

Section 3. Progressive Discipline. The Employer generally practices progressive discipline but reserves the right to determine the amount of discipline based upon the seriousness of the offense. The practice of progressive discipline does not infringe upon the right of the Employer to terminate an employee's employment for a first offense. The City's decision to administer a certain level of discipline for a particular offense is not to be relied upon as a binding practice applied to all similar circumstances. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

Section 4. Predisciplinary Conference. Whenever the Employer determines that an employee may be subject to suspension, reduction, or termination, the Employer will hold a predisciplinary conference prior to issuing discipline. The Employer shall establish the date and time of the conference and shall provide the employee and the Union at least forty-eight (48) hours written notice in advance of the conference. Such notice shall contain the charges against the employee, a brief explanation of the evidence, and what form of discipline may be imposed.

The employee may be accompanied by a Union steward or officer during the predisciplinary conference. Rather than participate in the conference, the employee may elect to waive the conference in writing. Should the employee not wish to be represented by the Union, a Union representative shall be allowed in the predisciplinary conference as an observer only. At the conference, the employee and/or his union representative shall have an opportunity to respond orally to the charges prior to discipline being imposed.

Section 5. Disciplinary Records/Appeals. Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters, provided that there has been no intervening discipline, according to the following schedule:

Letters of Instruction and Cautioning	twelve (12) months
Written Reprimands	eighteen (18) months
Suspensions, Fines, and Reductions	twenty-four (24) months

Discipline for drug and alcohol related offenses or violations of the parties' drug and alcohol testing policy are not subject to the twenty-four (24) month provisions listed above and shall be considered in all future discipline.

Section 6. Disciplinary Appeals. Appeals of disciplinary action shall be submitted directly to the Safety-Service Director at Step 3 of the grievance procedure in accordance with the applicable time limitation for the filing of a Step 1 grievance. Disciplinary appeals not involving a loss in pay (meaning letters of instruction and cautioning and written reprimands) are subject to the grievance procedure, but are not eligible for arbitration. An employee may submit a letter of

rebuttal which will be attached to the letter of instruction and cautioning or written reprimand.

ARTICLE 11
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definition. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of the provisions of this agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this agreement, nor those matters not covered by this agreement.

Section 2. Group Grievances. Any member of the bargaining unit or the Union may file a grievance. Where a group of bargaining unit members desires to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such a group shall process the grievance. Such grievance shall be defined as a group or class action grievance. The names of each member along with their respective signatures on behalf of which the grievance is filed shall be affixed to the grievance form. Should the Union file a group grievance, it will specify the affected employees or group of employees on the grievance form. Group grievances shall be presented in the first instance to the supervisor common to all employees in the group.

Section 3. Time Limits. All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer or his designee within the stipulated time limits provided herein shall be deemed to have been answered in the negative and advanced to the next step of the procedure. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer or default rejection, if applicable, at the last completed step. Time limits set forth herein may only be extended by mutual agreement of the parties, and are to be strictly enforced. An arbitrator is without authority to render any decision involving a grievance that does not conform to the parties' negotiated time limits.

Section 4. Grievance Contents. All grievances shall be filed in writing on a form provided by the Union and shall contain the following information:

1. Date and time grievance occurred.
2. Description of incident giving rise to the grievance.
3. Articles and sections of the agreement involved.
4. Relief requested.
5. Signature of the employee.

Section 5. Time limit Calculations. The word "day" shall mean calendar day, excluding Saturdays, Sundays, and legal holidays for the purpose of this article.

Section 6. Procedure. Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the Employer prior to the filing or starting of a grievance. Where an employee elects to file a formal grievance, each grievance shall be processed in the following manner:

Step 1 – Supervisor: Within seven (7) days of the incident giving rise to the grievance, the aggrieved employee shall submit his written grievance to the supervisor, who shall indicate the date and time of receipt of the grievance and affix his signature to the grievance form. The supervisor shall either respond to the grievance or schedule a meeting with management and representatives of the Union to discuss the grievance and respond in writing to the grievant within seven (7) days of receipt of the grievance.

Step 2 – Police Chief: A grievance unresolved at Step 1 may be submitted by the grievant to the Chief of Police/designee within seven (7) days of receipt of the Step 1 answer or default rejection. The Chief/designee shall either deny the grievance or schedule a meeting with the grievant and a representative(s) of the Union within fourteen (14) days of submission of the grievance to Step 2. If a meeting is held, the Employer/designee shall provide a written response to the grievant within fourteen (14) days of such meeting.

Step 3 – Safety-Service Director. A grievance unresolved at Step 2 may be submitted by the grievant to the Safety-Service Director//designee within seven (7) days of receipt of the Step 2 answer or default rejection. The Safety-Service Director//designee shall either deny the grievance or schedule a meeting with the grievant and a representative(s) of the Union within fourteen (14) days of submission of the grievance to Step 3. If a meeting is held, the Employer/designee shall provide a written response to the grievant within fourteen (14) days of such meeting.

If the grievance is not satisfactorily settled in Step 3, the Union may submit the grievance to Final and Binding Arbitration by submitting a letter of intent to the Safety/Service Director within thirty (30) calendar days of the date of the answer at Step 3, and by submitting a joint request to the Federal Mediation and Conciliation Service (FMCS) for a list of fifteen (15) Ohio Resident, National Academy Certified arbitrators within ten (10) days of the date of the letter of intent, with a copy of such request delivered to the Employer. In the event the letter of intent or the referral to arbitration is not submitted within the time limits prescribed, the grievance shall be considered resolved based upon the Step 3 reply.

Section 7. Selection of Arbitrator.
Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. Each party shall have the right to reject one (1) panel of arbitrators. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The expenses of

obtaining the initial list shall be equally split be the parties. The party rejecting the list shall bear the costs of obtaining a new list from FMCS. If both parties reject the list, the cost of obtaining a new list will be split equally.

Section 8. Arbitrator's Jurisdiction. The jurisdiction of the arbitrator selected shall be limited to:

(a) Adjudication of the issues which, under the express terms of this Agreement and any subsequent agreement which shall be entered into between the parties hereto, are subject to submission to arbitration; and Interpretation of the specific terms of this Agreement which are applicable to the particular issue presented to the arbitrator; such jurisdiction shall not give the arbitrator authority to supplement or modify this Agreement by reference to any so-called practices or customs of any other police department; and

(b) The rendition of a decision or an award which in no way modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement or conflicts with the provision of this Agreement; and

(c) The rendition of a decision or an award which is not retroactive to a date preceding the date the grievance upon which the decision or award is based was first presented in writing; and

(d) The rendition of a decision or an award which does not grant relief extending beyond the termination date of this Agreement, except as otherwise mutually agreed upon by the parties hereto; and

(e) The rendition of a decision or award in writing which shall include a statement of the reason and grounds upon which the decision or award is based; and

(f) The rendition of a decision or award based upon the evidence and arguments presented to the arbitrator by the respective parties in the presence of each other, and arguments presented in the written briefs of the parties; and

The rendition of a decision or award within thirty (30) days of the date of presentation of written briefs of the parties. No one arbitrator shall have more than one (1) grievance submitted to him, and under consideration by him, at any one time, unless the parties hereto otherwise agree in writing. A grievance shall be deemed under consideration by the arbitrator until the arbitrator has rendered his decision and award in writing.

Section 9. Arbitration Expenses. The expenses of the arbitration hearing/arbitrator's fees shall be split equally by the parties. The expense and compensation of any court reporter or transcript shall be borne by the party requesting them, or split equally if both parties make a request. However, expenses related to the calling of witnesses, attorney fees, or any other similar expenses associated with such proceedings shall be borne by the party at whose request such witnesses are called, or attorneys employed.

Section 10. Arbitration Awards/Settlements. Arbitration awards and pre-arbitration settlements shall be final and binding on the Employer, the Union, and the grievant(s) subject to the provisions of the Ohio Revised Code. As provided in Section 4117.10(A), the Civil Service Commission shall have no jurisdiction to receive and determine any appeals relating to matters that are the subject of this final and binding grievance procedure.

ARTICLE 12
NON-DISCRIMINATION

Section 1. The parties agree that there shall be no unlawful discrimination because of race, creed, color, sex, national origin, age, military status, genetic information, or disability. Nothing in this contract shall provide, however, any additional rights, privileges, recourse, or remedy other than those already provided by state and federal law. In the event that a grievance is filed over a matter alleging a violation of this article and at the same time a corresponding administrative action or legal action (e.g., OCRC or EEOC) is filed, such grievance shall be tolled until the disposition of the external action.

Section 2. Union Activity/Status. The parties agree that there shall be no discrimination, restraint, or coercion against any employee due to his decision to join or participate in the union or refrain from joining or engaging in activities on behalf of the Union. The Union is required to represent all employees in the Police Department who are members of the bargaining unit fairly and equitably, regardless of their membership, or non-membership, in the Union.

Section 3. Gender Neutral. Within the provisions of this Agreement, it is the intent of the parties that all references to gender specific terms (e.g., his, he, etc.) be construed to include the opposite sex.

ARTICLE 13
SENIORITY, LAYOFF, RECALL AND LEAVES OF ABSENCE

Section 1. Definition of Seniority. Department seniority is the total uninterrupted continued service of a bargaining unit member from the date of hire with the Alliance Police Department.

Section 2. Layoff and Recall. Bargaining Unit members may be laid off from the City for lack of work, changes in the Employer's operation or lack of funds. Layoffs shall be by seniority with the least senior Employee(s) to be first laid off.

Regular Part-time Patrol Officers shall have recall rights for up to eighteen (18) months following their separation of employment from the City for lack of work, changes in the Employer's operation or lack of funds. Said recall rights shall be by seniority.

ARTICLE 14
FAMILY AND MEDICAL LEAVE ACT

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

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

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

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

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

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

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

ARTICLE 15
DEADLY FORCE

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

ARTICLE 16
HEALTH AND SAFETY

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

ARTICLE 17
LEGAL FEES

Section 1. Legal defense and indemnity shall be provided pursuant to Ohio Revised Code, Section 2744.07. Compliance with this provision shall not be subject to arbitration. Compliance will be subject to the statutory procedures.

ARTICLE 18
HOURLY WAGES

Section 1. Hourly Wage. The hourly wage for regular Part-time Patrol officers within this bargaining unit shall be:

	1-1-14 1%	1-1-15 1%	1-1-16 1%
PROBATIONARY PART-TIME PATROL OFFICERS	$13.00	$13.00	$13.00

	CURRENT	1/1/14	1/1/15	1/1/16
REGULAR PART-TIME PATROL OFFICERS	$13.83	$14.09*	$14.23	$14.37

- Includes one-time $0.12 base wage rate increase for removal of hazardous duty pay.

ARTICLE 19
OVERTIME AND HOURS OF WORK

Section 1. Prescription/Prior Approval. In the event of an emergency, the Chief may

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

Overtime, if necessary, shall be offered with regard to Department Seniority. This Section does not apply to emergencies or positions where a specific need or circumstance is known or specific case knowledge is required. The Employer will not apply this language in any arbitrary or capricious manner.

In the event that a bargaining unit member is required to attend training sessions beyond the normal work schedule, prior approval must be received from the Chief of Police.

Section 2. Overtime Rate of Pay Minimum Increment. Effective 1-1-15, each bargaining unit member who is required to actually work, not including any forms of paid leave, more than forty (40) hours in one week shall be paid at the rate determined by the following formula:

Hourly Rate x 1.5 = Overtime Rate per hour

Overtime shall be computed on the basis of fifteen (15) minute increments .

Section 3. Call in Overtime Pay. When a bargaining unit member is called in to work while off duty, he should be paid for a minimum of two (2) hours at the applicable rate. This provision does not apply for appearance in Court or training sessions.

Section 4. Court Time. Overtime will be paid for each appearance in court, grand jury, or pretrial conferences necessitated by the individual's performance of his duty. Two (2) hours of overtime will be the minimum allowance for each appearance, however, a minimum of four (4) hours of overtime will be paid for appearances outside the City of Alliance and will be paid to those individuals who are required to appear when they are not normally scheduled to work. An employee is entitled only to one "four-hour minimum allowance" if court appearances occur on the same day and in the same court, and if those multiple appearances take less than four (4) hours.

Section 5. Travel Allowance. A bargaining unit member shall be allowed the current rate paid to all City employees for the use of his automobile to attend any Court appearance, except in Alliance Municipal Court, or other City business, in addition to the overtime pay, provided he is not reimbursed at any other source for his attendance.

Section 6. Training Payment. Bargaining unit members will be paid for all training hours scheduled at their regular rate of compensation when they are not normally scheduled to work.

Section 7. Hours of Work. No regular Part-time Patrol Officer is guaranteed any set number of hours of work per day or days of work per week.

ARTICLE 20
PAID LEGAL HOLIDAYS

Section 1. Legal Holidays. Bargaining unit members shall receive five (5) hours or the actual hours they are scheduled to work, whichever is greater, at their regular rate of compensation for the following holidays:

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

When bargaining unit members are required to work a holiday they shall be compensated for all hours worked at the straight time rate in addition to the holiday pay stipulated above.

Section 2. Holiday Pay Requirements. If a bargaining unit member is scheduled to work on any such holiday, but fails to report and perform his scheduled or assigned work, he shall become ineligible to be paid for the unworked holiday, unless he failed to perform such work because of sickness, injury, or because of a death in his immediate family.

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

ARTICLE 21
UNIFORM ALLOWANCE

Section 1. Amount/Time of Payment. Effective 1-1-15, a uniform allowance shall be paid to each bargaining unit member for each year of this Collective Bargaining Agreement. The

Uniform Allowance shall be a pro-rata amount based upon twelve hundred dollars ($1200.00) for an employee working 2,080 per year. The pro-rata amount received by an employee shall be based upon the number of hours the employee worked in the previous calendar year. Each member shall receive the allowance in two equal payments. The first payment shall be received by the member with the pay for the second pay period of the month in June. The second payment shall be received with the pay for the first pay period of December. A newly hired probationary Part-time Patrol Officer shall receive a one-time payment of seven hundred fifty dollars ($750.00) at the time he is hired.

Section 2. Alliance PD Turnout Gear. The items listed below shall be issued and replaced by the City on an as-needed basis. All items listed shall conform to the Alliance Police Department Uniform policy.

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

* Up to $700.00 replaced at Manufacturer's Warranty. Body Armor may be up to threat level III A.
** Shall be issued if available and at the discretion of the Employer.

Section 3. Restrictions/Replacement/Inspections. Bargaining unit members shall not use the uniform for other than assigned or approved duties. Upon inspection by his Commanding Officer, if any bargaining unit member's uniform clothing is judged to be in need of replacement, the bargaining unit member shall be obligated to replace it. In order to assure the professional appearance of the bargaining unit members and in order to assure that they are properly equipped, the City shall conduct unannounced spot uniform and equipment inspections of the unit members.

Section 4. Replacement of Bulletproof Vests. All vests shall be replaced during the term of this Agreement on an as needed basis due to deterioration, lack of cleanliness, outdated design, expiration of manufacturer's warranty, or at the discretion of the Chief of Police.

Section 5. Practice Ammunition. The Employer shall provide to each bargaining unit member, upon request, fifty (50) rounds of ammunition, per month, for their duty weapon for the purpose of maintaining shooting proficiency. Said ammunition shall be utilized at the Alliance Police Range.

ARTICLE 22
REIMBURSEMENT OF DAMAGES

Section 1. Personal Items/Equipment. If performing his duty as a police officer, a bargaining unit member should suffer damage to any personal items, uniform or clothing reasonably necessary in the performance of his duty, a proof of loss shall be submitted to the Chief of Police. If approved, the bargaining unit member shall be reimbursed for said damages up to a maximum of $500 per incident. The City shall be entitled to the right of subrogation.

Section 2. Personal Weapon. If in performing his duty as a police officer, a bargaining unit member should damage his weapon which he has purchased at his own expense, the City will reimburse the bargaining unit member for repair of his weapon up to a maximum of Eight Hundred Dollars ($800) per incident. If the weapon is damaged beyond repair, the City will reimburse the bargaining unit member up to a maximum of Eight Hundred Dollars ($800) and this payment may be made only once during the term of this contract. The weapons in question shall be available for inspection and shall be properly maintained by the bargaining unit members. The City shall be entitled to the right of subrogation.

ARTICLE 23
VACATIONS

Section 1. Amount. Each bargaining unit member shall be allowed vacation leave with pay after his/her first year of employment as follows:

(a) Fifty-eight (58) hours of paid vacation leave after the completion of one (1) full year of employment.

Section 2. Pay for Unused Vacation Upon Termination. A bargaining unit member who leaves the employ of the City for any reason will receive vacation pay for any vacation that he may have been eligible to receive if not already taken at the time of his termination on a prorated basis.

Section 3. Use for Sickness. An employee may request to use vacation leave for any absence on account of sickness, injury or disability where the employee has exhausted his sick leave.

The determination as to whether to grant such request is within the discretion of the chief

Section 4. Seniority. The Department shall keep records of vacation leave allowance and the Chief shall schedule vacation leave with regard to the bargaining unit seniority of employees, operational requirements and consideration of the Employees request for time off.

Section 5. Regular Rate of Pay. During the vacation period herein provided for, the bargaining unit member shall be entitled to full pay for such period at the regular rate of compensation provided. No vacation benefits shall be paid on any other basis.

Section 6. Restriction of Amount. No bargaining unit member will be granted more vacation leave, in a calendar year, than the eligible amount of accrual of vacation set out in Section 1, except when the bargaining unit member retires or terminates this service with the City.

Section 7. Individual Vacation Days. A bargaining unit member, upon request to the immediate supervisor may elect to use his vacation days individually. The discretion of the supervisor will determine the adequate staffing for the efficiency of the shift's operations. Said requests will not be unreasonably denied.

ARTICLE 24
SICK LEAVE

Section 1. Use and Rate of Accrual. Each bargaining unit member shall earn sick leave at the rate of 4.6 hours (0.0575 per hour) for each completed eighty (80) hours of service, up to a maximum of one hundred twenty (120) hours annually For purposes of this Article hours of service shall not include sick leave.

Bargaining unit members may use sick leave upon approval of the Employer for absence due to illness, injury, diagnosed stress, exposure to contagious disease, which could be communicated to other employees.

Section 2. Reporting. When an employee is unable to report to work due to illness or injury, he shall notify his superior, when practicable, of such absence and the reason therefore at least two (2) hours before the start of his/her work shift each day he/she is to be absent. Whenever possible, earlier notification is recommended for notification of replacement or substitutes.

All unauthorized and unreported absences shall be considered absence without leave and deduction pay shall be made for the period of absence. Such absences may be grounds for disciplinary action.

Section 3. Documentation. Before an absence may be charged against accumulated sick leave the bargaining unit member shall furnish to the Employer a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required an acceptable certificate from a licensed medical practitioner may be required stating the nature of the illness to justify the use of sick leave. The Employer may require the employee to be examined by a physician designated by the Employer. Such examination shall be paid for by the Employer.

Section 4. Abuse and Falsification. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal. Notwithstanding any of the foregoing, if a bargaining unit member has three or more incidents of absence in any sixty (60) day period, the City may require a physician's certificate for any absence in the next ninety (90) days, regardless of the length of such absence.

Section 5. Employer Required Examinations. If the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a danger to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense. Upon receipt of the medical professional's opinion on fitness for duty, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations.

If no alternative or accommodation is mutually agreeable, then the employee will be placed on sick leave (concurrent with family medical leave), other paid leave, and then a disability separation initiated.

Section 6. Accumulations/Minimum Usage. Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the bargaining unit member's credit on the basis of one hour for every hour of absence from previously scheduled work. The previously accumulated sick leave of any bargaining unit member who has been separated from the City service may be placed to his credit upon his re-employment in the City service except where the employee has been paid for said sick leave.

Section 7. Holiday Pay During Sick Leave. Any employee who reports off sick on a scheduled holiday is denied holiday compensation and shall have said time off charged against accumulated sick leave.

Section 8. Death Benefit. In the event of the death of a bargaining unit member, all accrued sick leave shall be paid to the Employee's listed next of kin.

Section 9. Sick Leave Transfer. For employees hired on or after January 1, 2015, there shall be no transfer of any sick leave accrued but unused from service with a prior public employer to

the City of Alliance. It is the specific intent of the Parties that this section supersede R.C. § 124.38 as it pertains to sick leave transfer between public employers.

ARTICLE 25
BEREAVEMENT LEAVE

Section 1. Definition. Each bargaining unit member shall be entitled to a maximum of two (2) days Bereavement Leave for a death occurring to any of the following members of the bargaining unit member's family: wife, husband, children or stepchildren, parents or step-parents, brother, sister, mother-in-law, father-in-law, grandfather, grandmother, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and grandparents of spouse. Each bargaining unit member shall be entitled to one (1) day of bereavement leave for the death of an aunt or an uncle.

Section 2. Regular Working Days. Two (2) days off for Bereavement Leave shall be paid if the bargaining unit member has accumulated sick leave at the regular rate of pay and shall be regular working days; however, these days will be deducted from the officer's accumulated sick leave.

Section 3. Additional Leave. The two (2) day Bereavement Leave is to be expandable by arrangement with the Chief of Police when two (2) days is not sufficient for the bargaining unit member to handle the arrangements, affairs, or other problems caused by the death of the family member. If there is any question about the need for the extra Bereavement Leave, the bargaining unit member agrees to provide the Chief of Police with the information sufficient for him to make a judgment concerning the need for such extended Bereavement Leave. If the death in the immediate family requires the bargaining unit member to travel more than four hundred (400) miles, either the Chief of Police or the Safety-Service Director may, at the request of the bargaining unit member, allow up to two (2) additional work days as Bereavement Leave.

ARTICLE 26
INCOMPATIBLE EMPLOYMENT

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

ARTICLE 27
STANDBY TIME

When a bargaining unit member is assigned by the Chief or his designee to stand by to respond to duty, that bargaining unit member shall receive one (1) hour of pay for every eight (8) hours of assigned standby status. A minimum of one (1) hour of pay shall be granted with any standby assignment. During such standby status, the officer shall be free to conduct his own activities, unrestricted by the City, but he shall be required to be available to be contacted by the City.

ARTICLE 28
HEADINGS

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

ARTICLE 29
PERSONNEL FILES

Section 1. Personnel Files. Personnel files are considered public records as defined in the Ohio Revised Code. Bargaining unit members shall have access to their records including training, attendance and payroll records, as well as those records maintained as personnel file records, excluded from such access and the definition of public records are ongoing internal investigation files.

Section 2. Employee Review of Personnel Files. Every bargaining unit member shall be allowed to review the contents of his personnel file at all reasonable times, except that any bargaining unit member involved in a grievance or disciplinary matter shall have access at any reasonable time in order to prepare adequately for such process. Memoranda clarifying and explaining the alleged inaccuracies of any document in said file may be added to the file by the bargaining unit member, provided that such does not contain any content that is derogatory or demeaning toward other personnel, the administration, or members of the public.

Section 3. Disciplinary Entries. All entries of a disciplinary nature shall be maintained solely in the appropriate personnel file. The affected bargaining unit member shall be notified of any such entry and shall be afforded a copy of the entry and an opportunity to attach a dissenting statement.

Section 4. Civilian Review(s). When a personnel file has been requested, by anyone, the City will inform the bargaining unit member in writing as soon as practicable after a request has been made. If such exists, the City will provide the member with any paperwork related to the request.

ARTICLE 30
SEPARABILITY

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

Section 2. In the event that an article and/or section of this Agreement is found to be invalid as provided for in Section 1, the parties agree to meet within fourteen (14) days of a request by either party for the purposes of discussing a mutually agreeable alternative replacement provision.

ARTICLE 31
MISCELLANEOUS

Section 1. Overnight Travel. When an officer is required to stay overnight for job related purposes, the officer shall be entitled to a $35 per day for meals, where the officer is required to be gone the whole day. No receipt will be required. If no overnight travel is involved, city policy shall apply.

ARTICLE 32
UNION RIGHTS

Section 1. Shop Stewards. The Employer recognizes the right of the Union to designate at least one (1) steward and one (1) alternate for the bargaining unit. The alternate will function in the absence of the steward.

The authority of the steward so designated by the Union shall be limited to and shall not exceed the following duties and activities:

(1) The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.

(2) The transmission of such messages and information which shall originate with, and are authorized by, the Union or its officers provided such messages and information have been reduced to writing or, if not reduced to writing, are of a routine nature.

Section 2. Investigation of Grievances. The steward will be allowed sufficient time during his/her regular shift hours to investigate and present grievances and meet with the Employer concerning said grievances without loss of time or pay. However, it is understood that these activities will not interfere with the normal operations of the Employer. The steward must request from his/her supervisor, the time, prior to taking any time to investigate or present a grievance. Such request for time will not be unreasonably denied.

Section 3. Right to Representation. The Employer recognizes the right of any bargaining unit employee to request the presence of a steward during any investigatory interview that could lead to discipline. Once an employee has requested a steward, the Employee will be given a reasonable amount of time to obtain representation.

ARTICLE 33
HAZARD DUTY

All Bargaining Unit members shall receive an annual hazardous duty pay of one hundred fifty dollars ($150) per year payable to said Bargaining Unit members on the first pay in December. An employee who has not been employed for the full year shall be paid on a pro-rated basis.

The last installment of this article to be paid in December 2014, and then paid in accordance to Article 18, Wages.

ARTICLE 34
EMPLOYEE TESTING/FITNESS FOR DUTY

Section 1. Testing of Employees. The City, at its own expense, also retains the management right to conduct physical, agility, psychological and other non-discriminatory job-related testing where the City reasonably determines such testing to be necessary to insure the continuing capabilities of its employees.

Section 2. Fitness for Duty. The Employer reserves the right to have an employee alleging illness or injury to submit to a physical examination or examinations at the Employer's sole discretion and the Employer's expense, for purposes of determining fitness for duty. Additionally, if the Employer has a reasonable basis for believing that an employee is no longer

mentally or physically capable of performing the essential functions of his position, or poses a danger to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense. Upon receipt of the medical professional's opinion on fitness for duty, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable, then the employee will be placed on sick leave (concurrent with family medical leave), other paid leave, and then a disability separation initiated.

ARTICLE 35
TERM OF AGREEMENT AND EXECUTION

Section 1. Term of Agreement.
This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the Union and except as otherwise noted herein shall become effective January 1, 2014, and shall remain in full force and effect until December 31, 2016. If either party desires to make any changes in the Agreement for a period after expiration, notice of such a desire shall be given as prescribed by R.C. 4117 and the applicable administrative regulations.

Section 2. Execution.

Agreed to by the Parties this 11th day of December, 2014.

FOR THE CITY OF ALLIANCE:

MICHAEL DREGER, DIRECTOR
PUBLIC SAFETY AND SERVICE

MATTHEW B. BAKER
LABOR CONSULTANT

FOR F.O.P. LOCAL:

PART-TIME PATROL
OFFICER REPRESENTATIVE

RICK GROCHOWSKI
FRATERNAL ORDER OF
POLICE/OHIO LABOR
COUNCIL, INC.