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AN AGREEMENT

BETWEEN

THE CITY OF ASHLAND

AND

FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL, INC.
(PATROLMEN)

EFFECTIVE: JANUARY 1, 2013
EXPIRES: DECEMBER 31, 2015

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ARTICLE 1 PREAMBLE

1.1 This Agreement is hereby entered into by and between the City of Ashland, Ohio, hereinafter referred to as the "City" or "Employer" and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "FOP/OLC" or "Union".

ARTICLE 2 PURPOSE AND INTENT

2.1 In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of the City of Ashland, Ohio; 4) To avoid interruption or interference with the efficient operation of the Employer's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3 RECOGNITION

3.1 The Employer hereby recognizes the Fraternal Order of Police/Ohio Labor Council, Inc. as the sole and exclusive bargaining agent for all employees in the bargaining unit described herein in any and all matters relating to wages, hours and other terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of this Agreement and for the administration of the Agreement. The State Employment Relations Board, case number 06-REP-09-0131, has hereby certified this bargaining unit to include and exclude the below descriptions:

INCLUDED: All full-time employees employed by the Ashland Police Department occupying the position of Police Officer.

EXCLUDED: All part-time, seasonal, temporary and probationary employees and all other employees.

ARTICLE 4 MANAGEMENT RIGHTS

4.1 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees; 2) determine the number of persons required to be employed, or laid off; 3) determine the qualifications of employees; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work; 14) terminate or eliminate all or any part of its work or facilities.

4.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically, abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 5 NO-STRIKE

5.1 The Union does hereby affirm and agree that it will not either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

5.2 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall actively discourage and attempt to prevent any violation of this article. Upon notification of a violation of this Article by the Employer, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding or services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

5.3 It is further agreed that any violation of the above shall be sufficient grounds for disciplinary action.

ARTICLE 6 NON-DISCRIMINATION

6.1 **Joint Pledge.** The provisions of this Agreement shall be applied equally to all employees without regard to age, race, color, sex, religion, disability or national origin.

6.2 **Employer Pledge.** The Employer agrees to not interfere with the right of the employees to become members of the Union. There shall be no disparate treatment, interference, restraint or coercion by the Employer or any representative of the Employer against any employee because of Union membership or because of any lawful employee activity in an official capacity on behalf of the Union.

6.3 **Union Pledge.** The Union, within terms of its constitution and bylaws, to the extent said terms are legal and in compliance with state and federal law, agrees to not interfere with the desires of any employee of the bargaining unit to become and remain a member of the Union. The Union agrees to fairly represent all employees of the bargaining unit subject to the provisions and procedures set forth in Sections 4117.11(B) and 4117.12 of the Revised Code.

ARTICLE 7 DUES DEDUCTIONS

7.1 **Dues Deduction.** The City agrees to deduct from the wages of any employee, who is a member of the Union, all membership dues uniformly required. As needed, the Union will notify the City of all dues and fair share fees and its current membership roster.

7.2 **Fair Share Fee.** All members of the bargaining unit shall either become dues paying members of the Fraternal Order of Police/Ohio Labor Council, Inc. or, as a condition of continued employment, remit to the Union a fair share fee in an amount set by the Union, in accordance with the provisions of the Ohio Revised Code Section 4117.09(C). This amount shall be deducted from the wages of all such non-member employees on the same basis as the deductions made for dues from members of the Union. Nothing in this Section shall be construed to require any employee to become a member of the F.O.P./O.L.C.

7. 3 **Payment of Dues Deduction and Fair Share Fees.** All dues and fair share fees collected shall be paid by the City once each month to the Fraternal Order of Police/Ohio Labor Council, Inc. The City will not charge a fee for any service in connection with complying with this Article.

7.4 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE 8 PROBATIONARY PERIOD

8.1 All newly hired employees will be required to serve a probationary period of one (1) year. During such period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealable through any grievance or appeal procedure contained herein, or to the Civil Service Commission.

8.2 All newly promoted employees will be required to serve a promotional probationary period of six (6) months. During such period, the Employer shall have the sole discretion to demote such employee(s) to his previous position and any such demotion shall not be appealable through any grievance or appeal procedure contained herein or to the Civil Service Commission, unless such discretion is exercised in an arbitrary or capricious manner when in such it may be appealed through the Grievance Procedure, herein.

8.3 If any employee is discharged or quits while on his initial probationary period and is later rehired, he shall be considered a new employee and shall be subject to the provisions of paragraph 8.1 above.

ARTICLE 9 EMPLOYEE RIGHTS

9.1 An employee has the right to the presence and advice of a Union representative at all disciplinary hearings concerning the employee and/or disciplinary interrogations where the purpose is to garner evidence against the interrogated employee including questioning of an employee pursuant to an "internal inquiry". Before an employee is questioned, he will be informed in writing whether he is the subject of an investigation or a witness and not under investigation.

9.2 An employee who is to be questioned, as a suspect in any investigation of any criminal charge against him, shall be advised of his constitutional rights before any questioning starts.

9.3. Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in an investigation may be the basis of such a charge and result in disciplinary action.

9.4 Complaints from third parties, which may result in disciplinary action, must be reduced to writing. The Officer involved will be notified of the existence of a complaint upon commencement of an investigation of the allegations in the complaint. The notification to the officer may be delayed in the event that the matter involves a bona fide investigation of criminal conduct by the Officer. Prior to any questioning of the Officer, the Officer will be notified of his/her right to be represented by a Union representative and apprised of his/her "Garrity" rights concerning any statement made by him.

9.5 The commencement of taking disciplinary action or notification that asserted charges/complaints are unfounded shall occur within fourteen (14) calendar days after completion of the investigation of the matter as determined by the Chief of Police. The Union will be informed that an internal investigation has been initiated within seven (7) calendar days after the incident or event at issue first comes to the attention of police officials above the rank of Sergeant. (See attached form) The internal investigation will be completed within thirty (30) calendar days after the attached notification is given unless extended at the discretion of the Chief of Police or Designee. The Police Chief or Designee may extend the above referenced time period up to an additional sixty (60) calendar days by notifying the Union in writing. Upon the commencement of disciplinary action, and reasonably prior to any hearing(s) conducted therewith, the employee shall be entitled to copies of such internal documents as may constitute public records under R.C. Section 149.43 which are being utilized in connection with said disciplinary proceedings.

ARTICLE 10 PERSONNEL FILES

10.1 An employee may request an opportunity to review his permanent personnel file located in the Human Resources Office during normal business hours, add pertinent memoranda to the file and may have a representative of the Union present when reviewing his file, along with an Employer representative. A request for copies at the employee's cost, of the items in his file shall be honored. An employee may request removal of specific items in his file, which request would be subject to review by the Employer at its discretion, on a case-by-case basis. All items in an employee's file with regard to complaints and investigation will be clearly marked with respect to final disposition. Records of written or verbal written reprimands that are more than two (2) years old shall be expunged from the employee's permanent personnel file, providing there has been no other disciplinary action during such period.

10.2 Records of corrective counseling or coaching will be maintained in the Police Division personnel file for six (6) months. Corrective counseling must occur within thirty (30) days of the conduct in question and may be appealed only to the Chief of Police.

ARTICLE 11 SICK LEAVE

11.1 Employees may use sick leave upon the approval of the employer for the following reasons.

1. Illness or injury of the employee or his/her immediate family.
2. Medical, dental, or optical examinations or treatment of an employee or his/her immediate family which requires the employee's attendance, which cannot be scheduled outside of normal working hours.
3. If a member of the immediate family is afflicted with a contagious disease, or when, through exposure to a contagious disease, the presence of the employee at his/her job will jeopardize the health of others.

4. Pregnancy and/or childbirth and other related conditions.

5. Where the employee's parents or spouse's parents have an emergency.

11.2 All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours worked and may accumulate such sick leave to an unlimited amount.

11.3 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one (1) hour before the start of his work shift each day he is to be absent. Employees who fail to call-in at least one (1) hour before his shift shall forfeit one (1) hours pay for each fifteen (15) minutes he calls in less than the one (1) hour minimum, with a maximum forfeiture of four (4) hours for late call-ins. In the event of an unforeseen emergency that would prohibit the compliance of the one-hour call-in, the forfeiture may be waived by the Chief of Police.

11.4 Sick leave may be used in segments of not less than one (1) hour.

11.5 Before an absence may be charged against accumulated sick leave, the Chief of Police may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by and paid for by the Employer. In any event, an employee absent for more than two (2) work days must supply a physician's report to be eligible for paid sick leave, unless waived by the Chief of Police.

11.6 If the employee fails to submit adequate proof of illness, injury or death, or in event that upon such proof as is submitted or upon the request of medical examination, the Chief of Police, finds there is not satisfactory evidence of illness or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

11.7 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

Abuse may include, but is not limited to:

1. Consistent usage of sick leave and/or leave without pay in conjunction with scheduled time off of any type;

2. Consistent usage of sick leave, in one-day increments or less, as it is earned, resulting in an extremely low balance of sick leave as compared to time in service;

3. Consistent usage of sick leave for *non-specific* illness.

The Employer shall review the usage of sick leave, and if potential problems are identified, shall notify the employee when the potential problems are identified, so that the potential problems can be addressed and corrected. This initial notification of potential problems and the discussion of how the potential problem can be resolved will not count as a disciplinary action. Disciplinary action will be taken if there is an abuse of sick leave and/or leave without pay. Progressive discipline for reasons of sick leave/absence abuse will follow the City of Ashland's Standards of Conduct Attendance standard, section 1.2.

11.8 The Chief of Police may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

11.9 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse and children or non-residential children for whom the employee must assume immediate and/or temporary primary care (Children are defined as under eighteen (18) years of age); and the employee's children eighteen (18) years of age and older, parents or parents-in-law in the event of a medical emergency that requires the presence of the employee or for whom the employee has primary care with verifiable evidence. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's parents, spouse, child, brother, sister, siblings-in-law, parents-in-laws, son-in-law, daughter-in-law, grandparents, grandchild, step-children, step-parents, step-grandchildren, and spouse's grandparents.

11.10 Upon the retirement or job abolishment of an employee who has not less than ten (10) years of continuous employment with the Employer and who has qualified for retirement benefits from a State of Ohio Police and Firemen's Disability and Pension Fund such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-third (1/3) of the total number of accumulated but unused sick hours earned by the employee, as certified by the Finance Director, providing that such resulting number of hours to be paid shall not exceed eight hundred (800) hours.

11.11 Any employee who works a fixed six (6) month calendar-year period (January 1 – June 30; July 1 – December 31) without any use of sick leave shall be awarded one (1) Perfect Attendance Day. The City shall notify the employee each time that a day as been earned under this section, at which time the employee may elect to receive the earned day either in pay or time off. If an employee chooses to take the day as time off, the time must be taken within one (1) calendar year of the date earned or it will be paid at the applicable rate of pay. Leave used pursuant to Article 16 shall not affect the earning of such sick leave bonus. Days off earned under this section shall be scheduled in the same manner as paid leave under section 12.9 of this Agreement.

11.12 Notwithstanding any other provisions of this Agreement, Civil Service Rules or Regulations or Ordinances, any employee hired by the Employer after January 1, 1988, who has previous full-time employment from being employed by the State of Ohio or any other political subdivision of the State of Ohio and who has become employed by the Employer within ten (10) years from his termination from such other public employer shall not be granted any credit towards his sick leave accumulation with the Employer.

ARTICLE 12 VACATIONS

12.1 Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule.

Length of Service	Weeks
After one (1) year	Two (2)
After five (5) years	Three (3)
After thirteen (13) years	Four (4)
After twenty (20) years	Five (5)

12.2 Vacation time shall be taken at a time approved by the Chief of Police or his designee. A maximum of two (2) weeks vacation time may be taken in one (1) continuous block of time, unless specifically approved otherwise by the Chief.

12.3 Any employee who has earned vacation time by reason of being employed in this department shall be able to transfer his vacation time to another department should he elect such a transfer.

12.4 Any employee who resigns, is terminated, retires, or is separated from employment by the employer because of a reduction in force or job abolishment will receive pay for their unused and accrued vacation time. In the case of resignation, they shall give two (2) weeks notice in writing to the Chief of Police to be eligible for such payment.

12.5 Vacation time may be carried over from one year to another because of unusual circumstances but not without the express written authorization of the Chief of Police and Mayor. Any employee may work up to one (1) week of his annual vacation in lieu of taking time off and receive additional compensation therefore at the employee's regular hourly rate, upon approval of the Chief of Police and Mayor. Any vacation time in addition to the aforementioned week that is unused within the year granted, shall be deemed forfeited, unless a carry over is approved.

12.6 Notwithstanding any other provisions of this Agreement, Civil Service Rules or Regulations or Ordinances, any employee hired by the Employer after January 1, 1988, who has previous full-time employment from being employed by the State of Ohio or any other political subdivision of the State of Ohio and who has become employed by the Employer within ten (10) years from his termination from such other public employer shall not be granted any credit towards his vacation time calculation with the Employer.

12.7 If any employee(s) becomes deceased prior to using their accrued vacation time, the accrued but unused vacation time shall be paid to the employee's family or estate.

12.8 In order to facilitate the employer's scheduling, an employee's vacation time must be scheduled during January of each year, if such employee wishes to exercise his seniority for such time. Employees shall be notified of the approval or denial of vacation leave under this Section within a reasonable time after the employee's request is submitted.

12.9 Employees may utilize vacation time in daily segments, providing such time is requested at least seventy-two (72) hours in advance, and it is approved of by the Chief or his designee. Said approval shall not be unreasonably denied and the employee shall not be responsible for filling the open shift slot caused by the use of approved paid leave. Employees may utilize vacation leave under this Section with less than seventy-two (72) hours notice; however, the employee will be responsible for filling the open slot prior to approval being granted.

Notwithstanding any other language in this section, employees may utilize sixteen hours of vacation leave or sick leave bonus time in one-hour increments during each calendar year of this Agreement.

12.10 All newly hired employees who are hired during a calendar year, shall accumulate vacation time at the rate of one (1) day per month worked during such year, not to exceed ten (10), for use subsequent to January 1st of the next calendar year.

12.11 All vacations will be taken during the calendar year, commencing January 1st of each year.

12.12 Employees may use two of any paid leave days annually with one (1) hour notice. The Shift Supervisor will determine when it is reasonable or not reasonable to allow the use of vacation with one-hour notice. A determination that the request is not reasonable may be appealed to the Captain or the Chief.

ARTICLE 13 HOLIDAYS

13.1 All full-time employees shall receive the following paid holidays:

New Year's Day	President's Day
Martin Luther King Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Christmas Day

13.2 All full-time employees shall receive, as compensation for the holidays set out in Section 1 of this Article, eighty (80) hours of holiday compensatory time or an amount equal to eighty (80) hours of his regular rate of pay. Payment for any unused time shall be made on or before the first of December each year.

13.3 An employee shall be paid the time and one-half (1 1/2) overtime rate for all hours worked on any of the holidays set forth in Section 13.1 plus Easter.

ARTICLE 14 PERSONAL LEAVE

14.1 All employees shall, in addition to all other leave benefits, be granted two (2) personal leave days each year which are to be taken within the year earned. Probationary employees have to work ninety (90) days in order to be eligible to use personal leave.

14.2 Personal days shall only be taken with advance approval of the Chief of Police or his designee.

14.3 Unused personal days may be added to the employee's holiday pay and paid at the employee's regular hourly rate. This shall be paid on or before the first of December each year.

ARTICLE 15 JURY DUTY LEAVE

15.1 Any employee who is called for jury duty, either Federal, County or Municipal, shall suffer no loss in pay. Any compensation received from such court for jury duty, as provided for in the Ohio Revised Code, shall be surrendered to the Employer.

15.2 In the event that an employee is released from jury duty, and there are less than two (2) hours remaining in his/her work day, the employee shall be relieved from returning to the Employer's location to complete his/her workday. This does not relieve the employee from notifying his immediate supervisor of the completion time of the jury duty and the requirement of submitting sufficient written proof of the completion time of jury duty service.

ARTICLE 16 FUNERAL LEAVE

16.1 An employee shall be granted paid funeral leave (not to be deducted from any other leave), for the purposes of attending a funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of three (3) workdays for each death in his immediate family. For the purposes of this Article, "immediate family" shall be defined as to only include the employee's parents, spouse, child, step-child, brother, brother-in-law, sister, sister-in-law, parents-in-law, grandparents and grandchildren.

ARTICLE 17 INJURY LEAVE

17.1 When an employee suffers a compensable work related injury or occupational illness, he/she may elect to receive Injury Leave per the City's Wage Continuation Policy in lieu of Ohio Bureau of Workers' Compensation reimbursement as set forth in the Employee Handbook. Wage Continuation will begin with the first day of compensable injury. The payment of medical benefits will continue to be the responsibility of the Ohio Bureau of Workers' Compensation. Employees who elect to receive injury leave will receive benefits such as rehabilitation services and job accommodation through OBWC, if eligible.

17.2 If at the end of the period of time covered by the City's Wage Continuation policy the employee is still disabled, the leave may, at the Employer's discretion, be extended for an additional ninety (90) calendar day period, or parts thereof. The parties agree to be bound by the Transitional Work Program as set forth in the Employee Handbook.

17.3 The Employer shall have the right to require the employee to have a physical exam by a physician appointed by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the injury was duty related.

17.4 In the event the Employer grants injury leave and the employee's Workers' Compensation claim is ultimately denied on the merits of the claim after the appeals process has been exhausted (including all court appeals), or after the employee's failure to timely appeal an adverse judgment, at any level of the appeals process, the employee shall reimburse the Employer all sums advanced on a pro-rata basis within two (2) years by designating to the Employer an equal amount of any type of paid leave referenced in this Agreement as reimbursement for any monies advanced to the employee. If an employee resigns or retires within the two (2) year period, the Employer may withhold the appropriate amount of the last paycheck as reimbursement.

17.5 Absences covered under this Article shall not affect the employee's eligibility for sick leave bonuses, except as set forth herein.

ARTICLE 18 OVERTIME AND COURT TIME

18.1 All employees, for work actually performed in excess of eighty (80) hours within a two (2) week pay period, when approved of by the Chief, shall be compensated at the rate of one and one half (1 1/2) times the employee's regular hourly rate. All paid leave time shall count as time worked in the calculation of overtime.

18.2 When approved by the Chief, employees called in to work, for training outside of formal work hours, or appearing in court on behalf of the Employer for a period of less than two (2) hours, when the employee is not on duty, shall be compensated not less than two (2) hour's pay at the overtime rate.

18.3 An employee's work schedule shall not be modified for the sole purpose of avoiding overtime payments.

18.4 Employees may be hired by various organizations of the community, with the approval of the Chief of Police, to work special assignments, such as crowd control. Such services shall be performed at and under the direction of the Chief of Police. Payment for said services, as follows, shall be made by the hiring party. Any employee working such a special assignment shall be paid at the rate of double his or her hourly rate of pay for each hour that he or she is required to work thereat unless a different rate is agreed to in writing by a joint labor management committee (as defined in Article 26 of this Agreement), which committee is specially convened for the purpose of setting such rates of pay. The cost to the hiring party of hiring such employee shall also include all other benefits applicable to said police officer's regular employment with the Employer, including but not limited to pension and worker's compensation costs.

18.5 A. Effective upon implementation of this Agreement, compensatory time may be accumulated and used up to a maximum of eighty (80) hours annually, except that an employee, at his or her option, may carry over any accrued compensatory time into the subsequent calendar year subject to the eighty (80) annual cap. Each election and use of compensatory time shall be applied toward the total number of maximum permitted accumulated and used hours under this provision.

B. As an employee exhausts his/her accrued compensatory time, he/she may further accrue compensatory time, however, subject to an annual usage cap of eighty (80) hours. See Section A, above. Any employee who accrues compensatory time in excess of the maximum accrued hours shall be promptly paid for any overtime worked at the applicable rate.

C. Compensatory time utilized must be approved in advance by the employee's supervisor who shall require at least three (3) working days' advance notice. Not less than one (1) hour of compensatory time shall be taken on any one (1) day.

18.6 All prescheduled overtime which is known to the Employer at least seven (7) days prior to the overtime hours that are required to be filled, will be distributed to the employees as follows:

1. A supervisor may first approach the members of a shift and offer up to eight (8) hours of the prescheduled overtime to each member on a voluntary basis. Any dispute where two (2) members are interested in working specific available hours shall be settled on the basis of seniority.
2. After the exhaustion of the process set forth in number 1 above, the Employer shall post a list of available overtime hours. Any employee may choose up to eight (8) hours of available overtime on a first come, first

served basis for the first seventy-two (72) hours that the list is posted. Upon expiration of the seventy-two (72) hour period, any employee may choose any amount of overtime remaining on the sign-up sheet on a first come, first served basis.

18.7 Overtime, which is not prescheduled as defined in Section 18.6, shall be filled voluntarily from available personnel on an equalized basis. In the event that overtime hours cannot be filled voluntarily, employees will be given twenty-four (24) hours notice prior to mandating them to work overtime except when the vacancy is caused by the use of sick leave or leave used with one-hour notice.

18.8 The overtime will be filled by mandating the overtime pursuant to a seniority list by reverse seniority of available employees. Available employees shall be construed as meaning employees who are going off and employees coming on to assigned shifts. These available employees shall be assigned to work overtime in four (4) hour intervals. The Employer shall first order the least senior available employees to work the mandatory overtime and then move up the seniority list each time it is necessary to order an employee to work. Notwithstanding the above, each time an employee voluntarily accepts an overtime assignment, that employee shall not be mandated again until all other available employees have either been mandated or subsequently, voluntarily accepted an overtime assignment.

18.9 All overtime worked by an employee due to a parade shall be paid a minimum of three (3) hours at the overtime rate. In addition, the employee must be released from the assignment immediately after the conclusion of the parade or any law enforcement related activity.

18.10 In the event Sections 18.6 and 18.7 are violated, the sole remedy is that the affected employee shall be given the next overtime opportunity.

ARTICLE 19 EDUCATIONAL AND OTHER PAYS

19.1 An employee who has received a training certificate attesting to the satisfactory completion of all Law Enforcement courses offered towards an Associate Degree in Law Enforcement, shall receive additional pay in the amount of two hundred dollars ($200.00), annually.

19.2 Any employee who has received an Associate Degree in Law Enforcement, shall receive additional pay in the amount of four hundred dollars ($400.00), annually.

19.3 Any employee who has received a Bachelor's Degree in Law Enforcement or related fields, shall receive additional pay in the amount of eight hundred dollars ($800.00), annually.

19.4 Any employee who has received a Master's Degree in Law Enforcement or related fields, shall receive additional pay in the amount of one thousand two hundred dollars ($1,200.00), annually.

19.5 Payment pursuant to paragraphs 1, 2, 3 and 4 of this Article shall be paid on or before the first of December each year. Payment to new hires during their first year of employment shall be on a pro-rata basis.

19.6 Each employee, who is employed with the Employer as of November 15th, shall receive a medium sized turkey or ham during the Christmas holiday season, at the Employer's expense.

ARTICLE 20 UNIFORM ALLOWANCE

20.1 All newly hired probationary employees shall receive, at the employer's expense, one (1) entire complement of new uniforms, including, but not limited to: three (3) summer shirts, three (3) winter shirts, three (3) pair of trousers, one (1) winter coat, one (1) windbreaker, one (1) hat, one (1) pair of shoes, two (2) ties and one (1) ballistic vest. The ballistic vest shall be gender specific. The Employer shall also provide all necessary leather gear, uniform accessories as are applicable, and the required weapons. If such an employee does not complete his probationary period, he shall return all articles listed in this section. Thereafter, any employee whose employment is terminated shall return all articles, listed above, except for shirts, trousers, winter coat, windbreaker, ties and shoes.

20.2 The Employer shall replace damaged uniforms, if not damaged due to the employee's negligence, when approved by the Chief. The Employer shall reimburse the employee up to one hundred fifty dollars ($150.00) for the repair or replacement of personal attire damaged, if not damaged due to the employee's negligence, when approved by the Chief, and said approval shall not be unreasonably denied.

20.3 All non-probationary employees shall receive an annual uniform allowance in the amount of one thousand dollars ($1,000.00). This amount shall be paid in one-half increments by separate checks in the last pay of February and August of each calendar year.

ARTICLE 21 INSURANCE

21.1 The Employer will provide and pay in full premium for all full-time employees for professional liability insurance, including false arrest insurance, as in effect on October 18, 1983.

21.2 The Employer shall continue to pay its existing percentage contribution of the premiums for the hospitalization insurance, with the Employer providing payroll deduction for the employee's contribution. The Employer shall pay eighty percent (80%) of the premium. The Employer reserves the right to change insurers, providing the benefits are comparable to the existing coverage. The employee shall pay twenty percent of the premium, except that the employee contribution for calendar years 2013, 2014 and 2015 shall not exceed a 6% increase annually.

21.3 The Employer shall provide a twenty thousand dollar ($20,000.00) term life insurance group policy for each full-time employee whose premiums shall be paid by the Employer.

ARTICLE 22 SHIFT DIFFERENTIAL

22.1 Effective January 1, 2007, all employees working the 3:00 p.m. to 7:00 a.m. shifts shall earn a shift differential of fifty ($ .50) cents per hour; effective January 1, 2008, shift differential shall be fifty-five ($ .55) cents per hour; and effective January 1, 2009, shift differential shall be sixty ($ .60) cents per hour.

22.2 Shift differential shall only be paid for hours actually worked during such hours as defined in Section 22.1

22.3 Shift differential shall not be paid with any paid leave credits, except vacation pay.

ARTICLE 23 RATES OF PAY

23.1 Effective the first pay in January and July each calendar year, all employees shall be paid an hourly wage rate in accordance with the following schedule:

POSITION	Base	Merit	2013 Jan-13	2013 Jul-13	2014 Jan-14	2014 Jul-14	2015 Jan-15	2015 Jul-15
Officer Prob	$18.94	$0.00	$19.13	$19.32	$19.51	$19.71	$19.91	$20.11
Officer I	$20.82	$0.00	$21.03	$21.24	$21.45	$21.67	$21.88	$22.10
Officer II	$20.89	$0.48	$21.58	$21.80	$22.02	$22.24	$22.46	$22.68
Officer III	$20.96	$0.94	$22.12	$22.34	$22.56	$22.79	$23.02	$23.25
Officer IV	$21.00	$1.36	$22.58	$22.81	$23.04	$23.27	$23.50	$23.74
Officer V	$21.09	$1.85	$23.17	$23.40	$23.64	$23.87	$24.11	$24.35

23.2 The parties acknowledge and agree that the Employer is currently revising evaluation procedures for purposes of granting merit pay as set forth in the Agreement. Until the evaluation procedures are finalized and agreed upon by both parties, employees shall not be denied merit pay. This provision shall not prohibit the Employer from imposing discipline to employees who exhibit poor performance. The parties further agree that once the Employer finalizes such evaluation procedures and rating requirements for merit pay, such modifications shall be incorporated into the CBA. Additionally, it is agreed that any modification of the current rating requirement of "3" for merit pay shall be retained or an equivalent percentage rating established, and that the Employer shall not promulgate more difficult standards for employees to be eligible for merit pay.

23.3 When an employee is qualified for, and is temporarily transferred to a higher classification, he shall be paid the rate of the higher classification for all hours worked in that classification, at overtime rates if applicable.

23.4 The Employer, at its discretion, may pay a newly hired employee, based on the employee's previous experience, at a rate higher than the required step rate of pay after the end of the employee's probationary period.

23.5 Employees who successfully maintain Police Officer certification shall receive per year as Professional Pay the amount of one thousand eight hundred seventy five dollars ($1,875.00) in 2013; two thousand fifty dollars ($2,050.00) in 2014; and two thousand two hundred twenty five dollars ($2,225.00) in 2015. Professional Pay shall be divided by 2080 and added to the total hourly rate for all hours worked.

23.6 Longevity. Effective January 1, 2007, in addition to the wages specified in this Agreement, each employee covered by the terms of this Agreement shall be entitled to receive additional payment in accordance with the following schedule on all hours paid:

Schedule	Longevity
After 5 years of service	1.5% of Total Rate
After 10 years of service	2.0% of Total Rate
After 15 years of service	2.5% of Total Rate
After 20 years of service	3.0% of Total Rate

Said Longevity payment shall be paid on an hourly basis for all hours worked.

ARTICLE 24 EDUCATION

24.1 Any employee who has enrolled in a Law Enforcement course, shows proof of such enrollment, and has scheduled said course so as not to interfere with his normal working hours shall not have his working hours changed unless the needs of the Department require same as determined by the Chief.

24.2 Any employee considering enrolling in a Law Enforcement course may request a change of working hours to attend said course in writing through the chain of command.

24.3 All employees shall be afforded equal access to information for training schools to which the Employer intends to send employees.

Training opportunities shall be allotted, at the Employer's discretion, to those employees performing functions which the Employer determines are necessary and beneficial to the department or specific tasks therein provided.

Upon an employee receiving training, in-service seminars may be scheduled in order to disseminate such training information to other employees.

ARTICLE 25 MISCELLANEOUS

25.1 In any instance where the Employer requires an employee to submit to a medical examination, the Employer shall pay the cost of the examination.

25.2 Pay checks will be issued every other Friday with the employees working 2300-0700 hrs. receiving their checks by 7:00 AM on payday. Paychecks for 1500 to 2300 employees are to be distributed before 2300 hours on Thursday. The Employer reserves the right, for purposes of economy, to implement direct deposit of pay checks.

25.3 Employees may request approval for private, part time employment from the Chief. Such approval shall be at the discretion of the Chief, provided that such approval or disapproval shall not be made in an arbitrary or capricious manner.

25.4 Employees who are required by the Chief to be on "stand-by" and be immediately available for call-in, shall receive one (1) hour's pay at the overtime rate for each day served when the employee is regularly scheduled to work such day and two (2) hour's pay at the overtime rate for each day served when the employee is not scheduled to work.

25.5 Effective as soon as practical, the Employer shall implement the procedure of deducting the employee's pension contribution prior to calculating withholding taxes. The Employer will provide, if practical, payroll deduction for an approved deferred compensation program.

25.6 Upon the retirement or job abolishment of an employee who has not less than ten (I0) years of continuous employment with the Employer and who has qualified for retirement benefits from the Police and Fireman's Disability and Pension Fund, such employee shall be entitled to keep his Department issued service weapon. The Employer shall provide written documentation transferring the ownership of the weapon to the employee.

25.7 All employees shall participate in a mandatory random drug testing program administered by the Division of Human Resources in accordance with City of Ashland policy.

25.8 The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993 as set forth in the Employee Handbook.

25.9 The parties agree to be bound by the provisions of the Employee Assistance Program as set forth in the Employee Handbook.

25.10 The parties agree to be bound by the provisions of the Transitional Work Program administered by the Division of Human Resources in accordance with City of Ashland policy.

25.11 The parties agree that in the event that the President of the United States or the Governor of Ohio declares a national emergency, the employer is not bound by hours of work and may modify work schedules while the declared emergency exists.

ARTICLE 26 LABOR MANAGEMENT COMMITTEE

26.1 A Labor-Management Committee shall be established to discuss and resolve areas of mutual concern. Such a committee shall be made of up to four (4) representatives of the union and up to three (3) representatives of the Employer. This Committee will function in the following areas:

a) To discuss the policies and procedures of the department;

b) To anticipate and discuss any problems in the work environment, and ways in which the work environment can be improved, including issues concerning employee safety;

c) To suggest improved means of performing current services;

d) To advise and consider issues relating to employees and their concerns; and

e) To develop social and recreational activities, incentive plans, recognition awards and other methods to improve employee-employer relations.

26.2 This Committee shall not discuss issues that are subject to collective bargaining or the Grievance Procedure. Committee meetings shall, if required, meet on a quarterly basis (every three (3) months).

ARTICLE 27 HEADINGS

27.1 It is understood and agreed that the use of headings before articles and sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor affect any interpretation of any article or section.

ARTICLE 28 GENDER AND PLURAL

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

ARTICLE 29 OBLIGATION TO NEGOTIATE

29.1 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations 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.

29.2 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 30 TOTAL AGREEMENT

30.1 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer.

30.2 If the City exercises a right pursuant to this Article 30 to modify or discontinue a matter as permitted herein, the Union may cause the City's action or proposed action to be placed on the agenda of a regular quarterly meeting of the Labor-Management Committee for consideration as provided in Article 26 of the Agreement. Notwithstanding such referral, the City is not inhibited thereby or delayed in taking action permitted by Article 30 either before or after consideration of the matter in the Labor Management Committee.

ARTICLE 31 CONFORMITY TO LAW

31.1 This Agreement shall be subject to and subordinated to any applicable present and future Federal and State Laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

31.2 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provisions(s) thereof had not been included herein.

ARTICLE 32 DURATION

32.1 This Agreement shall be effective as of the date of execution by the parties. It shall remain in effect until midnight, December 31, 2015 and from year to year thereafter unless either party gives written notice to other of its desire to modify or terminate this Agreement. Such notice may be given not more than 120-days nor less than 60-days prior to December 31, 2015. If any such notice is given, this Agreement and all amendments made and attached shall remain in effect until the terms and provisions of a new Agreement are agreed upon or until the Agreement is terminated. Notice to modify or terminate this Agreement shall comply with OAC Rule 4117-1-02.

ARTICLE 33 DISCIPLINARY PROCEDURE

33.1 This procedure shall apply to all non-probationary employees covered by this Agreement.

33.2 All employees shall have the following rights:

A. An employee shall be entitled to representation by a Union representative at each step of the disciplinary procedure.

B. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

33.3 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the Employer's Rules and Regulations and the employee's employment shall be terminated.

33.4 Discipline shall be imposed only for just cause. Discipline will normally be applied in a corrective, progressive and uniform manner subject to review on a case-by-case basis. Progressive discipline shall take into account the nature of the violation, the employee's prior history of discipline and the employee's record of performance and conduct. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places, if possible.

Forms of disciplinary action may include:

verbal warning (time, date and incident recorded);
written reprimand;
working suspension;
suspension;
fines (not in excess of five [5] days' pay or paid leave);
demotion;
discharge.

An employee who is given a working suspension 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 actions.

An employee who is given a fine shall have the option of using available paid leave (i.e., vacation, personal leave, sick leave bonus days, compensatory time) in lieu of a cash fine, provided the employee has such leave time accrued.

33.5 Where the Chief seeks as a penalty the imposition of a working suspension, a fine, a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested.

33.6 Except as provided in Section 33.12, discipline shall not be implemented until either:

1. the matter is settled, or
2. the employee fails to file a grievance within the time frame provided by this procedure, or

3. the penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator.

33.7 The Notice of Discipline served on the employee shall be accompanied by written statement that:

1. the employee has a right to object by filing a grievance within five (5) working days of receipt of the Notice of Discipline;
2. the Grievance Procedure provides for a hearing by an independent arbitrator as its final step;
3. the employee is entitled to representation by a Union representative at every step of the proceeding;

33.8 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in section 33.6 and 33.12, until the matter is settled or the arbitrator renders a determination.

33.9. The following administrative procedures shall apply to disciplinary actions:

A. The Chief and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The Chief is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the Chief may offer a proposed disciplinary penalty. The employee must be advised before meeting that she/he is entitled to representation by the Union during the initial discussion.

B. If a mutually agreeable settlement is not reached at this informal meeting the Chief will, within ten (10) working days, prepare a formal Notice of Discipline and present it to the employee. If no informal meeting is held, the Chief may just prepare a Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.

C. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the Mayor, pursuant to Step 4 of the Grievance Procedure. The appeal must be filed at Step 4 within five (5) working days from receipt of the Notice of Discipline.

33.10 A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the affected employee and Union. All subsequent appeal rights shall be deemed waived.

33.11 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a union representative or to decline any such representation. A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all settlements.

33.12 An employee may be suspended with pay at any time during the process. A working suspension, suspension without pay, a termination, a demotion, or fine (up to five (5) days) may be imposed concurrent with or subsequent to the decision at Step 4 of the Grievance Procedure.

33.13 The Union, on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to a Safety Director's Inquiry and to appeal any form of disciplinary action (e.g., suspensions, fines, demotion or discharge) to any Civil Service Commission.

ARTICLE 34 GRIEVANCE PROCEDURE

34.1 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except at Step 1, shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

34.2 For the purposes of this procedure, the below listed terms are defined as follows:

a) Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.

b) Aggrieved Party - the "aggrieved party" shall be defined only as an employee or group of employees within the bargaining unit or the Union actually filing a grievance.

c) Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.

d) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays and the holidays as provided in this Agreement.

34.3 The following procedures shall apply to the administration of all grievances filed under this Grievance Procedure.

a) Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

b) Except at Step 1, all decisions shall be rendered in writing at each step of the Grievance Procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.

c) If a grievance affects a group of employees working in different work locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.

d) The preparation and processing of grievances shall be conducted only during non-working hours, excluding the FOP/OLC associate who may process grievances during their work hours.

e) Nothing contained herein shall be construed as admitting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such

adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent.

f) The aggrieved party may have a Union representative represent him at any step of the Grievance Procedure.

g) This Grievance Procedure shall be the sole and exclusive procedure for remedies sought for alleged violations of this bargaining agreement.

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

i) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

j) No other management representative participating in any of the various lower steps of the Grievance Procedure, shall have the power to settle the grievance in question until such proposed settlement is approved by the Chief.

34.4 All grievances shall be administered in accordance with the following steps of the Grievance Procedure.

Step 1: An employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within ten (10) days of the occurrence of the facts giving rise to the grievance. The Supervisor will schedule an informal meeting with the employee and his representative, if the representative's presence is requested by the employee, within five (5) days of the date of the notice by the employee. The supervisor and the employee, along with the employee's representative will discuss the issues in dispute with the objective of resolving the matter informally. The supervisor shall give his answer within five (5) days of the meeting.

Step 2: If the aggrieved party initiating the grievance is not satisfied with the decision at the conclusion of Step 1, a written appeal of the decision may be filed with the Captain within five (5) days from the date of the rendering of the decision at Step 1. The Captain shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party and his representative, if he requests one. The Captain shall issue a written decision to the employee's representative, with a copy to the employee if he requests one, within ten (10) days from the date of the meeting.

Step 3: If the aggrieved party initiating the grievance is not satisfied with the decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Chief of Police within five (5) days from the date of the rendering of the decision at Step 2. The Chief of Police shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party and his representative, if he requests one. The Chief shall issue a written decision to the employee's representative, with a copy to the employee if he requests one, within ten (10) days from the date of the meeting.

Step 4: If the aggrieved party is not satisfied with the written decision at the conclusion of Step 3, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision in step 3. Copies of the written decisions shall be submitted with the appeal. The Mayor or his designee shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party, his representative and any other party necessary to provide the required information for the rendering of a proper

decision. The Mayor or his designee shall issue a written decision to the employee's representative, with a copy to the employee if the employee requests one, within fifteen (15) days from the date of the meeting. If the aggrieved party is not satisfied with the decision at Step 4, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE 35 ARBITRATION PROCEDURE

35.1 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within ten (10) days after the rendering of the decision at Step 4 or a timely default by the Employer at Step 4, the Union may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, then the panel members' names will be stricken alternatively until one (1) name remains who shall be designated the arbitrator to hear the grievance in question.

35.2 The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

35.3 The arbitrator shall not decide more than one (1) grievance on the same hearing day(s), except by mutual written agreement of the parties.

35.4 The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

35.5 The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

35.6 The arbitrator's decision and award shall be in writing and delivered within thirty (30) calendar days from the date the record is closed. The decision of the arbitrator shall only be binding upon the parties.

35.7 There is hereby created a permanent panel of arbitrators to be used for the selection of an arbitration pursuant to this Arbitration Procedure. Those individuals placed on this panel shall be: 1) Robert Stein; 2) Dr. Harry Graham; 3) Jonathan Klein, Esq.; 4) Dennis Minni, Esq.; and 5) James Mancini, Esq.

35.8 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

ARTICLE 36 SHIFT ASSIGNMENT

36.1 All employees in the classification of Police Officer, while assigned to the uniformed field patrol forces, at the discretion of the Employer, shall select their assignments in four (4) month periods starting January 1, May 1 and September 1 each year on the basis of classification seniority. The bid will be posted 30-days prior to the start date for that period and remain open for selection for 21-days. Any employee who has not participated in the bid selection within the time frame herein will be assigned by the Employer to an open slot.

36.2 Nothing contained herein shall limit the discretion of the Employer to determine the number of employees to be assigned to each patrol team, division, unit, bureau or specialized position, or the discretion of the Employer to assign and transfer employees to meet the requirements of the Department.

ARTICLE 37 RESIDENCY

37.1 The Employees of the Ashland Police Department shall be subject to state law with respect to residency requirements.

37.2 In the event there is no state law for employees of a police department, then employee shall be subject to and must reside within the territorial limits of the 2010-2012 Collective Bargaining Agreement and contained in Exhibit A of that prior Agreement.

ARTICLE 38 FILLING OF POSITIONS

38.1 This article shall govern the manner in which vacancies in Division special assignments are filled.

38.2 For purposes of this article "Division Special Assignments" are defined as those assignments that are specialized in nature and/or ordinarily require specialized training before an Officer can participate or be assigned to the specialized duty. Such assignments include, but are not limited to: Detective, Special Response Team, School Resource Officer, DARE, Bicycle Patrol, Field Training Officer, Canine officer and various training instructors.

38.3 *Posting/eligibility:* When the Employer determines to fill a vacant assignment, such vacancy shall be posted on the Division bulletin board for a period of not less than ten (10) calendar days. The posting shall include the title of the position, the duties and responsibilities, and the minimum qualifications and requirements for participation.

It is understood and agreed that the Chief has the authority to define or establish the qualifications for the positions.

Posting shall include the criteria for the position. The criteria for selection may include, but is not limited to, knowledge required for the position, demonstrated ability to achieve goals, education, experience, work record, disciplinary record and seniority.

38.4 *Applicants/Bargaining unit:* Bargaining unit employees interested in applying for the vacant position shall submit an application, on a Division approved form, to the Employer within the posting period. The Employer shall not be obligated to consider any applications submitted after the posting period or received from applicants who do not meet the minimum qualifications for the job.

Employees shall be responsible for submitting information and documentation of training, experience, education, and other relevant information supporting their application for a vacancy.

38.5 *Selection process:* The Chief shall select the most qualified employee for the vacant position based on the qualifications of the applicants as specified in the job description and job posting. The Chief may consider the following in the selection (in rank order of their importance): needs of the Division, requirements of the position, recommendations of unit supervisors, career aspirations of the applicants, qualifications and training, relevant education, work history, experience, interviews with the applicants and seniority. In the event two or more

employees are relatively equally qualified, the position shall be awarded to the employee with the most seniority.

38.6 *Temporary appointments:* Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis. Such temporary vacancy and appointments shall ordinarily not exceed ninety (90) days but may be extended for cause shown. No employee shall be given an advantage in the selection process due to the fact that the Employee served temporarily in the position.

38.7 *Grievance action:* Any grievances concerning filling of vacancies made pursuant to this Article may be filed directly at Step four (4) of the grievance procedure.

38.8 *Release time:* Employees who are on duty shall be given time without loss of pay to participate in this process if such process occurs during the employee's work hours.

ARTICLE 39 PROMOTIONS

39.1 The City of Ashland Civil Service Commission Rules and Regulations shall govern the process by which promotions in rank are filled. All promotions to the rank of Sergeant or Lieutenant, Captain and Chief shall be filled by competitive examination.

39.2 *Eligibility:* No officer shall be eligible to take an examination unless such Officer has served thirty-six (36) months of continuous service with the Ashland Police Division in the Police Officer rank, unless there are less than two persons in the Police Officer rank who have served thirty-six months therein and are willing to take the examination, in which case the thirty-six month service requirements shall not apply.

39.3 *Posting:* When the Employer determines that a vacancy in the position of Supervisor exists, such vacancy shall be posted at least sixty (60) days prior to the commencement of the testing process. The posting shall be on the Division bulletin board for a period of not less than ten (10) calendar days. The posting shall include the title of the position, a copy of the City of Ashland Job Description, and the minimum qualifications required.

39.4 The initial posting shall include information on the testing process as well as the list of reference material that will be utilized in preparation for the testing procedure. At least one full set of testing materials will be purchased by the Police Division and made available in the Division's library for use by Officers.

39.5 The City Director of Human Resources, acting for the Civil Service Commission, is responsible for determining eligibility for promotion. Officers will be contacted by the Director of Human Resources to determine whether they are eligible and whether the officer will participate in the examination process. The Employer is not obligated to consider any Officers for participation who do not meet the minimum qualifications for the position.

39.6 The Civil Service Commission shall have control of all examinations, acting through the Director of Human Resources, who is the administrative Secretary of the Commission. The Director of Human Resources shall have the authority to determine the testing process. The Chief of Police and one current member of the vacant rank to be tested for shall participate in the testing process design. The Director of Human Resources has the authority to designate or contract on behalf of the Commission for special examiners or tests as required.

39.7 Competitive examinations shall be made up of one or more of the following tests:

- Written competitive examination
- Oral examination (oral board and/or assessment center)
- Personality Suitability Evaluation

When more than one test is to be used as part of the examination process, or where a test is made up of two (2) or more distinct parts, the relative weight of each part of the examinations shall not exceed sixty percent (60%) of the total examination score. The weight of each part of the examination shall be determined prior to the test being given.

39.8 The Bargaining Unit will be informed of the recommended examination process, and before the process begins, the Bargaining Unit will be given the opportunity to give their input on the process and endorse it. In situations where the Bargaining Unit does not agree with the examination process, appeal of the process may be made to the civil Service Commission. The Commission's determination of the process is final.

39.9 The testing process will commence immediately after the conclusion of the sixty-day (60) posting period as outlined in section 3, except when the process is appealed as provided for in section 8. Upon commencement of the testing process, it shall be conducted without undue delay. Candidates must successfully complete all phases of the examination process to be considered for promotion.

39.10 Questions and/or appeals regarding individual questions and/or parts of any examination shall be handled under Civil Services rules through the Director of Human Resources.

39.11 *Seniority credit*: Seniority credit shall be calculated and added to the candidate's examination score, in accordance with Civil Service rules.

39.12 *Promotional list*: Upon completion of all phases of the testing process, the Director of Human Resources shall compile all the scores and present them to the Civil Service Commission for certification. The certified list shall be utilized to fill all vacancies which become available within two (2) years from the date the list is certified.

39.13 *Selection process*: The Chief shall fill the promotional vacancy by selecting the candidate(s) from the certified list in the order in which they appear from highest to lowest. The promotional vacancy shall be filled within 30 days of the receipt of the certified list. In the event two (2) or more employees receive identical test scores, the Chief shall select the candidate with the most seniority.

39.14 *Grievance Action*: Grievances concerning filling of a Supervisor's vacancy made pursuant to this Article are limited to the following:

- Calculation and award of seniority credit
- Calculation process of final scores
- Final selection

Grievances made pursuant to this Article may be filed directly at Step four (4) of the grievance procedure.

39.15. *Release time:* Employees who are on duty shall be given release time without loss of pay to participate in this process if such process occurs during the employee's work hours.

39.16 *Temporary appointments:* Nothing in this Article shall be construed to limit or prevent the Employer from temporarily appointing an officer to fill a vacant position pending the Employer's determination to fill the vacancy on a permanent basis. No Officer shall be given an advantage in the testing process due to the fact that the Officer served temporarily in the position.

ARTICLE 40 PART TIME OFFICERS

40.1 The City may utilize a maximum of four (4) part-time police officers who are certified under the laws of the State of Ohio and properly trained and qualified pursuant to the standards existing in the Ashland Police Department;

40.2 The four (4) part-time officers may only be utilized for a maximum of thirteen hundred (1300) hours per officer per calendar year. Moreover, the City will provide the Union with a printout of the number of hours worked by each part-time officer on a quarterly basis upon request of the Union;

40.3 Part-time officers will not be utilized to perform any reimbursed extra duty overtime unless it is first offered to all full-time officers;

40.4 All unscheduled overtime will first be offered to all full-time officers before it is filled by the utilization of part-time officers;

40.5 Any scheduled overtime known to the City for more than thirty (30) days in advance may be filled with part-time officers. All other scheduled overtime will first be offered to full-time officers prior to the utilization of part-time officers;

40.6 Before any full-time officers may be laid off, all part-time officers shall first be laid off;

40.7 All part-time officers will initially be paid at the entry-level rate of pay for full-time officers regardless of their experience;

40.8 All special duty call-outs (excluding special events) and regularly scheduled special duty work (i.e., EV Tech, Traffic Investigations, Detective Duties), and all work that is funded by specialty grants (i.e., DUI enforcement) will be offered first to full-time employees;

Any proven violation of the overtime-related provisions of this Agreement will be remedied by granting the next full-time employee on the overtime list the next available overtime opportunity of any type. Additionally, in the event of a patterned or intentional failure to comply with the procedure for assignment of overtime, the matter will be subject to an additional award of two (2) hours pay to the employee denied the overtime.

40.10 A maximum of two (2) part-time officers may be utilized on any one shift for regular duty assignment;

40.11 No more shall be expended by the City to train part-time officers at outside agencies except where the training is mandated by the State of Ohio, unless all regular officers who have not had the training are first offered this same training opportunity.

40.12 No part-time officer may be hired as a full-time officer except through the process set forth in Civil Service Rules for the City of Ashland.

ARTICLE 41 LAYOFF AND RECALL

41.1 Employees may be laid off as a result of lack of work or lack of funds, abolishment of positions, reasons for economy or efficiency, or curtailment of functions, as determined by the Employer. Whenever a layoff becomes necessary, the Employer shall determine the classification(s) which will be affected, and the number of employees to be laid off within each affected classification. Affected employees shall be given fourteen (14) calendar days advance written notice of any layoff. It is understood that no provisions of the Civil Service law or rules shall apply to layoffs and this procedure shall be the exclusive procedure.

41.2 Once the number of layoffs necessary and the affected classifications have been determined by the Employer, affected employees shall be laid off based upon seniority. The least senior employee in the classification shall be laid off first, and then up the seniority list. For purposes of this Section, seniority shall be defined as the amount of time continuously employed by the City of Ashland, Division of Police in a sworn classification.

41.3 Prior to any bargaining unit employee being laid off, the Employer shall first lay off seasonal employees, part-time employees, probationary employees and then full time employees.

41.4 Employees who have been laid off shall retain reinstatement rights to the positions from which they were laid off and be subject to recall by the Employer for a period of two (2) years from the effective date of the layoff. It shall be the responsibility of the employee to keep the Employer advised through written notice of his current and accurate mailing address. The Employer shall not hire or promote any employee into an affected classification during the two (2) years period where employees have been laid off within such classification until such time as al affected employees within such classification have either been reinstated or have declined reinstatement.

41.5 Affected employees shall be notified in writing by the Employer of their right to reinstatement upon the Employer determining that it is feasible to recall such employees. Affected employees shall have fourteen (14) calendar days within which to notify the Employer, in writing, of their acceptance or rejection of the offer of reinstatement. Failure by the employee to notify the Employer of his decision within the established fourteen (14) calendar day period shall be considered a rejection of the offer of reinstatement.

41.6 For purposes of this Article, if the fourteenth (14th) calendar day falls on a Saturday, Sunday or observed holiday, the deadlines expressed herein will be automatically extended to the next regular workday. All written notices required of the employer or employee herein shall be by certified mail.

ARTICLE 42 UNION BUSINESS

42.1 Bulletin Boards. The City agrees to provide bulletin board space at Police headquarters. Union bulletins and Union material will be permitted to be posted on this bulletin board space. Non-bargaining unit members shall not be permitted to remove, add to or alter the material posted on this designated space unless said material contains obscene, racially or sexually offensive material, any derogatory remarks about any employee or elected officials of the city, or any inappropriate information that is not union related.

42.2 Meeting Locations. The Union shall be permitted, upon prior notification to the Chief of Police, to hold meetings, for the bargaining unit membership, at police headquarters or other city building, room or facility. The notification required under this Section shall be in writing (hard copy or e-mail), shall be delivered to the Chief, or his designee, at least forty-eight (48) hours prior to the time of the meeting, and shall state the date, time, and requested location of the meeting.

The Employer agrees to hold the requested location open for use by the Union on the date and at time specified in the Union's notification to the Chief. However, if it is not practicable for the Employer to provide the requested location to the Union, the Employer will so notify the Union and suggest an alternate meeting location in another city building, room or facility. No employee shall attend the above-referenced meetings while on duty without receiving prior approval from the Chief of Police or his designee. Such approval shall not be unreasonably withheld.

42.3 Ballot Boxes. The Union shall be permitted, upon prior notification to the chief of Police, to place a ballot box at Police headquarters for the purpose of collective members' ballots on all Union issues subject to ballot. Such box shall be the property of the Union and neither the ballot box nor its contents shall be subject to the Employer's review.

42.4 Use of Intra-Department Mail. The Union shall be permitted to utilize the intra-departmental mail system for the purpose of providing information pertaining to Union business to bargaining unit representatives and to bargaining unit employees. The Union agrees that the use of the mail system will be reasonable and limited to providing information that is necessary for the normal conduct of Union business or bargaining unit representation. All mail placed into the mail system by the Union shall be the property of the bargaining unit employees to whom it is addressed and shall be clearly labeled as Union mail.

42.5 Use of Employer's Property/Equipment. A Union representative will give advance notice and obtain approval from the Chief of Police or his designee if the Union intends to use the Employer's equipment or property for Union business. In the Chief's or designee's absence, notice shall be given to and approval obtained from the shift supervisor at the time.

42.6 Bargaining Unit Representatives. Representatives of the Union shall be permitted to transact official Union business at Police Headquarters at reasonable times, provided that his shall not interfere with or interrupt normal Police operations.

The bargaining unit is authorized to select one (1) employee representative and one (1) alternate to conduct bargaining unit business. The employee representative, upon giving reasonable notice, and upon receiving authorization from the Chief or Police, or in his absence the immediate supervisor, may be allowed reasonable time during regular working hours of the union representative to investigate an alleged grievance, consult with the employer in addressing labor/management issues, process a grievance, or assist in the settlement of a dispute.

ARTICLE 43 EXECUTION

43.1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 20 day of JUNE, 2013.

FOR THE FOP:
Fraternal Order of Police,
Ohio Labor Council, Inc.

PTC 156

6-20-13

FOR THE EMPLOYER:
City of Ashland, Ohio

Glen P. Stewart, Mayor

Approved as to form and correctness:

Richard P. Wolfe II
Director of Law

EMPLOYEE RIGHTS

You have been served with a Notice of Discipline. Under the labor contract you have rights as listed below. PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE WITH ANY PROPOSED DISCIPLINARY ACTION.

If, after reading your rights and discussing the matter with your Union representative, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to the Chief of Police.

If you disagree with the discipline, you should state your reasons in writing in the space provided below, and return this form to the Mayor within 5 working days of receipt of the Notice of Discipline.

RIGHTS

1. You are entitled to representation by the Union to represent you at each step of this procedure.

2. You have the right to object to the proposed discipline by filing a disciplinary grievance within 5 working days of receipt of the proposed discipline with the Mayor.

3. If you file your objections, the Mayor will schedule a formal meeting within 10 working days of receipt of this form to discuss the matter. You may have representation at this meeting.

4. The Mayor will report his/her decision within 5 working days following the close of the hearing.

5. You will have 10 working days after receipt of the Mayor's decision in which to appeal the decision pursuant to the Grievance Procedure.

6. No recording will be made of discussions or questioning unless you are informed and are provided a copy of the transcript or record within at least 5 working days prior to the date of the arbitration. Cost of the record or transcript shall be paid by the party requesting the copy of the transcript.

NOTICE OF DISCIPLINARY ACTION

TO:

FROM:

DATE:

SUBJECT: Proposed Disciplinary Action

You are hereby notified that your Employer proposes to take the following disciplinary action against you:

_____

_____

_____

_____

_____

_____

You have certain rights regarding the appeal of the above proposed disciplinary action. Please read the attached information regarding these rights.

_____
CHIEF OF POLICE

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To The Employee:

This form must be returned within five (5) working days to the Mayor.

_____ I AGREE WITH AND ACCEPT THE PROPOSED DISCIPLINE

_____ I WISH TO APPEAL THE PROPOSED DISCIPLINE FOR THE FOLLOWING

REASONS:_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

(If more space is needed, attach extra sheets of paper)

Signature:_____ Date:_____

Approved: Date:_____

Mayor's Signature:_____

DEPARTMENT TRACKING NO. _____

TO: F.O.P., Ohio Labor Council, Inc., Local Representative

CC: F.O.P., O.L.C. Staff Representative

DATE:

SUBJECT: Notice of Initiation of Internal Investigation

Please be advised that the Employer, City of Ashland, has initiated an internal investigation against a member(s) of the bargaining unit. You will be advised if an extension of the investigation will be taken in accordance with the Collective Bargaining Agreement or when the internal investigation is completed.

_____
Chief of Police or Designee

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the City of Ashland (Employer) and the F.O.P., Ohio Labor Council, Inc. (Union) and memorialized the following:

For any disciplinable event which constitutes a "day" suspension without pay, a "day" will equate to 12 hours off without pay if the disciplinable event actually occurred on a 12-hour shift and a "day" will equate to 8-hours off without pay if the disciplinable event actually occurred on a 8-hour shift. The parties agree that the defining of a day on which a disciplinable event occurs does not limit or restrict the Employer's right to discipline an employee for more than one day (i.e., the Employer can discipline an employee for multiple days off). The intent of this memorandum is to define a day of suspension for acts which occur on a patrol officer's shift which may be an 8-hour shift or a 12-hour shift.

This Memorandum of Understanding is entered into this _____ day of _____, 2013.

FOR THE F.O.P.
OHIO LABOR COUNCIL, INC.:

_____

FOR THE CITY OF ASHLAND:

_____

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC., EMPLOYEE ORGANIZATION,	} Case No(s):	12-MED-09-0939 (Patrol)
and,		
CITY OF ASHLAND, 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,

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

cc: Mr. James Budzik, jbudzik@mggmlpa.com