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09/30/2013

AGREEMENT BETWEEN

THE

CITY OF URBANA

AND

THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL

CASE NUMBER: 12-MED-09-0983

SERGEANTS

January 1, 2013 through December 31, 2015

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ARTICLE 1
AGREEMENT/PURPOSE

Section 1.1. This contract sets forth the agreement between the City of Urbana hereinafter referred to as the "Employer" or the "City" and the F.O.P. Labor Council, Inc., hereinafter referred to as the "Union" which represents employees of the City of Urbana Police Division as specified herein. Specifically, the agreement addresses matters pertaining to wages, hours, or terms and other conditions of employment mutually expressed between the parties as set forth in Ohio Revised Code 4117 and provides a fair and reasonable method of enabling employees covered by the contract to participate, through Union representation, in the establishment of the terms and conditions of their employment and to establish a peaceful procedure for the resolution of contract differences between the parties.

The parties agree that any ordinance or parts thereof inconsistent with this Agreement are hereby superseded.

ARTICLE 2
RECOGNITION

Section 2.1. The City recognizes the Union as the exclusive bargaining agent for all employees of the bargaining unit hereinafter described. The bargaining unit consists of all full-time employees in the position of Sergeant and above as set forth in the certification issued by the State Employee Relations Board in Case No. 88-REP-09-0181 excluding all other employees.

Section 2.2. Members of the bargaining unit shall hereinafter be referred to as Employees.

Section 2.3. In the event that a new position is created within the Police Department, the City shall determine whether the new position will be included in or excluded from the bargaining units and shall so advise the Labor Council. If there is any dispute as to the City's determination of bargaining unit status, the parties will meet to attempt to resolve their disagreement. If the parties agree on the determination, it shall be implemented as agreed by the City and the Union. If the parties still do not agree, the City shall implement its determination, subject to petition to SERB pursuant to Chapter 4117 of the ORC and the SERB rules and regulations.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1. There shall be no discrimination, harassment, or pressure by the City, or the Union against any employee on the basis of the employee's membership or non-membership in the Union, any employee's good faith filing of or pursuing a grievance in accordance with Article 15 hereof or any employee's activities as an officer or other representative of the Union nor shall there be any unlawful discrimination on account of race, color, ancestry, disability/handicap, national origin, age, military status, religion, sex, or political affiliation. All references to members in this Agreement shall connote both sexes. Whenever the male gender is used, it shall be considered to include male and female members.

ARTICLE 4
UNION PRIVILEGES

Section 4.1. Non-employee Union representatives will be permitted to enter the premises of the City at reasonable times for individual discussions of working conditions with the employees or otherwise to assist in carrying out the terms of this Agreement, provided that authorization is first obtained from the Chief of Police or his designated representative. Such authorization by the Chief of Police shall not be arbitrarily denied. The Union agrees not to abuse this privilege nor to purposely interfere with the normal operation of the Police Division. Any alleged abuse by either party shall be the subject of a Labor/Management Committee.

Section 4.2. The City may waive customary charges for copies of adopted or pending ordinances pertaining to wages, hours, and working conditions in the bargaining unit as requested by the Labor Council.

Section 4.3. The Employer recognizes the right of the Union to designate OLC Associates and alternates. The authority of the Associates and alternates 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.

Section 4.4. The Associates and alternates shall be permitted to investigate, present and process grievances on or off the property of the Employer without loss of time or pay. Scheduled duty spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

The Union recognizes that activities as OLC Associate are secondary to duties as patrol officers. That authority to act as OLC Associate shall be with the approval of the Associate's supervisor and such approval shall not be unreasonably withheld.

Section 4.5. **Bulletin Boards** The Employer agrees to provide bullet board space in an agreed upon area of the facility for use by the Union. The Employer reserves the right to limit the size and location of such bulletin board. No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin board designated for use by the Union. Upon the request of the Employer or designee, the Union shall cause the immediate removal of any material posted in violation of this Article.

All Union material of any kind posted on the bulletin board shall be signed, dated and posted by a designated Union representative. Material relating to the following matters may be posted:

- A copy of the current collective bargaining agreement
- Union recreational and social affairs;
- Notice of Union meetings;
- Union appointments;
- Notice of Union elections;
- Results of Union elections;
- Reports of non-political standing committees and independent non-political arms of the Union;
- Non-political publications or policies of the Union.

Material relating to the following matters and material containing any of the following may not be posted:

- Personal attacks of any kind on any other member or any other employee;
- Scandalous, scurrilous or derogatory attacks upon the Employer, or any other governmental units or officials;
- Attacks on any employee organization, regardless of whether the organization has local membership; or
- Attacks on and/or favorable comments regarding a candidate for public office or other partisan political items

Section 4.6. **Mail/Intranet Systems** The Union shall be permitted to use the internal mail system and/or the intranet system and/or the intranet system may be used for providing members with information. The use shall be reasonable and limited to notification of Union meetings. Mail placed into the internal mail system by the Union shall not be subject to the Employer's review. The Union and its members recognize and understand that there is no expectation of confidentiality when using the Employer's intranet system.

Section 4.7. **Ballot Box** The Union shall be permitted upon prior notification to the Chief of Police to place a ballot box at the Police Department for the purpose of collecting members' ballots on all Union issues subject to ballot. The box shall be the property of the Union and the ballots shall not be subject to the Employer's review. Ballot boxes so placed shall be removed immediately upon completion of the Union's vote.

ARTICLE 5
AUTHORIZATION/UNION MEMBERSHIP

Section 5.1. Subject to the provisions in paragraphs three (3) and four (4) below, all employees covered by this Agreement, who are members of the Union on the effective date of this Agreement, may remain members in good standing, and those who are not members on that date, may become and remain members in good standing. All employees hired after the effective date of this Agreement may become and remain members in good standing. A member in good standing is defined as an employee who tenders the periodic dues uniformly required as a condition of acquiring and maintaining membership in the Union.

Section 5.2. Any employee may join the FOP, Ohio Labor Council by signing and delivering to the Employer a Dues Authorization Card to be prescribed by the Union authorizing deductions of membership dues in the Union. Such authorization shall continue in effect from year to year unless revoked or changed in writing. Pursuant to each authorization, the Employer shall deduct such dues from the salary check of said employee each month. The amounts deducted shall be transmitted once each month to the Union at the address on the invoice.

The Union shall notify the City of its dues and fair share fee amounts as often as necessary so that the City has the most current information, but no less than once each year. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 5.3. It is agreed that all employees who do not join the Union, or remain members in good standing, shall be required to pay a fair share fee to the Union as a condition of employment. This obligation shall commence upon the successful completion of a probationary period or sixty (60) days of employment, whichever is less.

Section 5.4. This provision shall not require any employee to become a member of the Union, nor shall the fair share fee exceed dues paid by members of the Union in the same bargaining unit. The deduction of a fair share fee by the Employer from the payroll check of the employee and its payment to the Union is automatic and does not require the written authorization of the employee.

Section 5.5. Any employee who is a member of a church or a religious body having a bona fide religious tenets or teachings which prohibit association with a labor organization or the payment of dues to it, shall pay an amount of money equivalent to regular Union dues to a non-religious charitable fund and exempt from taxation under section 501(c)(3) of the Internal Revenue Code or to another charitable organization mutually agreed upon by the employee affected and a representative of the labor organization to which such employee would otherwise be required to pay dues. The employee shall furnish written proof each month to the Employer and the Union that this has been done.

The Employer shall be relieved from making such "check-off' deductions upon termination of employment, transfer to a job other than one covered by the bargaining unit, layoff from work, unpaid approved leave of absence, or revocation of the check-off authorization.

The Employer shall not be obligated to make dues, fees, or assessment deductions of any kind from any employees who, during any dues month involved, shall have failed to receive sufficient wages to equal the deductions.

ARTICLE 6
MANAGEMENT RIGHTS

Section 6.1. Except as specifically limited herein, the City shall have the exclusive right to manage the operations, control the premises, direct the working forces, and maintain efficiency of operations.

Specifically, the City's exclusive management rights include, but are not limited to:

- the sole right to hire, discipline and discharge for just cause, lay off, and promote
- promulgate, and enforce reasonable employment rules and regulations
- reorganize, discontinue, or enlarge any department or division
- transfer employees, including the assignment and allocation of work
- introduce new and/or improved equipment, methods and/or facilities
- determine work methods
- determine the size and duties of the work force, the number of shifts required, and work schedules
- establish, modify, consolidate, or abolish jobs for classification
- determine staffing patterns, including but not limited to assignment of employees within the established job description, number of employees, duties to be performed, qualifications required and areas worked subject only to the restrictions and regulations governing exercise of these rights as are expressly provided herein and as provided by law

Section 6.2. The Union recognizes and accepts that all rights and responsibilities of the City not specifically modified by this Agreement or ensuing agreements shall remain the function of the City.

ARTICLE 7
NO STRIKE/NO LOCKOUT

Section 7.1. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, slowdown, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment by its members or other employees of the Employer. When the Employer notifies the Union that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. The Employer may take action against striking employees as authorized by the State Employment Relations Board pursuant to Section 4117 of the Ohio Revised Code.

Nothing in this article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.
Any employee engaging in any such job action may be subject to discipline per the discipline article of this Agreement.

Section 7.2. During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout of the bargaining unit employees unless those employees have violated Section 1 of this article.

ARTICLE 8
LABOR/MANAGEMENT COMMITTEE

Section 8.1. In the interest of sound personnel relations, a joint committee of no less than two (2) nor more than three (3) members from each party will convene from time to time as may be requested by either party for the purpose of discussing subjects of mutual concern. The committee shall not act on grievances but may discuss the general causes of grievances and methods for removing those causes. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems. To that end the parties agree that the purpose of such meeting shall be to:

- Discuss the administration of the Agreement
- Notify the Union of changes made by the Employer which affect bargaining unit members of the Union
- Disseminate general information of interest to the parties;
- Discuss ways to increase productivity and improve efficiency;
- Consider and discuss health and safety matters relating to employees.

ARTICLE 9
PROBATIONARY PERIODS

Section 9.1. Every employee newly promoted to the rank of sergeant shall be required to successfully complete a probationary period. The promotional probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer in the sergeant rank. The length of the probationary period shall be one hundred-eighty (180) days.

Section 9.2. Leave of any kind in excess of seven (7) consecutive days during the promotional probationary period will not be considered time worked toward the completion of the one hundred-eighty (180) day probationary period.

Section 9.3. A newly appointed probationary sergeant may be reduced in rank any time within his probationary period for just cause.

ARTICLE 10
SENIORITY

Section 10.1. Departmental seniority, as that term is used in this Agreement, is defined as an employee's continuous service with the Police Division of the City, as a full-time regular employee to be computed from the employee's last date of hire. Seniority will be used for the purposes of determining layoff and recall rights.

Classification seniority is defined as continuous service as a sergeant with the Urbana Division of Police.

Section 10.2. An employee's service with the City shall be calculated for the purpose of determining the employee's eligibility for all fringe benefits.

Section 10.3 Classification seniority will be used to determine shift bids each year. The shift bids shall be posted and completed by the end of November in the year preceding the shift assignments being scheduled.

Section 10.4.

A. The following situations constitute a break in continuous service and seniority is lost:

1. Resignation (unless rehired within one [1] year)

2. Retirement;

3. Layoff for more than two (2) years;

4. Failure to return to work within ten (10) calendar days of a recall from layoff, absent extenuating circumstances such as illness, injury or disability or by agreement with the Employer;

5. Failure to return to work at the expiration of a leave of absence;

6. Discharge for just cause (if the discharge or any portion of it is subsequently disaffirmed, lost seniority, if any will be re-credited accordingly).

B. The following situations do not constitute a break in continuous service and seniority is not lost:

1. Absences while on approved leave of absence (seniority earned prior to the leave of absence will be maintained);

2. Absence while on approved sick leave, disability leave or FML;

3. Military leave;

4. A layoff of two (2) years or less;

ARTICLE 11
LAYOFF/RECALL

Section 11.1. In case any long-term layoff of bargaining unit employees is anticipated, the Employer shall notify the Union of the impending layoff. The Employer and the Union shall meet to discuss possible alternatives and the impact of the layoff on bargaining unit employees.

Section 11.2. The Employer may lay off employees due to lack of work, lack of funds, or job abolishment. Affected employees shall receive notice of any long-term layoff (lasting six [6] days or more) thirty (30) calendar days prior to the effective day of the layoff. Employees will be notified of the Employer's decision to implement any temporary layoff, lasting five (5) days or less, as soon as possible.

Section 11.3. Employees shall be laid off by inverse order of seniority, beginning with:

1. Temporary employees;
2. Probationary employees;
3. Full-time regular employees

However, prior to any layoffs pursuant to this section, the Employer may also make a request for employees to take a voluntary layoff. Employees interested in taking a

voluntary layoff may do so by giving the Employer written notification of same. If the Employer accepts the voluntary layoff, the employee will have recall rights as specified in this Agreement.

When employees are laid off, the Employer shall create a recall list. The Employer shall recall employees from layoff as needed. The Employer shall recall such employees according to seniority, beginning with the most senior employee and progressing to the least senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of two (2) years after the effective date of the layoff.

ARTICLE 12
INVESTIGATION AND DISCIPLINE

Section 12.1. Investigation

The parties agree that internal investigations shall be in accordance with the Urbana Police Division Policy and Procedure Manual.

Section 12.2. Discipline

A. The tenure of every employee shall be during good behavior and efficient service.

B. The City may discipline non-probationary employees only for just cause. Except in instances involving a serious offense, discipline will be applied to non-probationary employees in a progressive and uniform manner.

The City may remove employees during their probationary period for any reason and need not have just cause for such removal.

C. Notwithstanding any other provision of this Agreement, the City may place an employee on paid administrative leave during an investigation of allegations of misconduct or while disciplinary proceedings against an employee are pending. The City will not be barred from imposing a disciplinary penalty on an employee by virtue of the fact that the employee was placed on such administrative leave.

D. The City agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

E. Forms of disciplinary action include:

1. oral reprimand
2. written reprimand
3. suspension (working or not working)
4. demotion
5. removal from employment

F. Whenever the City brings disciplinary charges against an employee alleging misconduct that may result in a suspension, reduction in pay or position, or removal, the City will advise the employee of those charges in writing and schedule a pre-disciplinary meeting between the employee and a City department head, a supervisor, or a designee to explain the charges and give the employee an opportunity to respond to them. The City shall notify the employee of this meeting no less than seventy-two (72) hours prior to the start time of the meeting. The employee against whom discipline may result is permitted Union representation, upon his request at this meeting. A reasonable time shall be granted to the employee to secure the representative's attendance.

G. Employees may challenge the City's disciplinary action involving a suspension, reduction in pay or position, or removal by using and adhering to the requirements of the grievance procedures set forth in this Agreement.

H. Employees may not challenge a written reprimand through the grievance procedure herein, but may, no more than seventy-two (72) hours after receiving the written reprimand write a memorandum to the Police Chief explaining his position and why he disagrees with the written reprimand. If the Chief agrees with the employee, he shall remove the written reprimand from the employee's file. If the Chief does not agree with the employee, he shall attach the employee's memorandum to the written reprimand and keep both of them in the employee's file.

I. Records of disciplinary action shall cease to have force and effect as indicated below provided there is no discipline for the same conduct in the specified time period.

1.	written reprimand	12 months from date of issuance
2.	suspension (working or not working)	30 months from date of issuance
3.	removal from employment	permanent

J. No public disclosure of any disciplinary action taken or proposed against any employee shall be made unless and until criminal charges have also been filed, or in compliance with Ohio's Public Records Law.

ARTICLE 13
GRIEVANCE PROCEDURE

Section 13.1. Grievance Procedure

A. The term "grievance" means an allegation by a bargaining unit employee that the City has breached, misinterpreted, or improperly applied this Agreement. A grievance is also the method by which employees may use to appeal discipline as permitted and described in this Agreement.

B. It is not intended that the grievance procedure be used to make changes in the terms of this Agreement, nor to address those matters controlled by provisions of federal or state statutes or constitutional provisions.

C. A grievance may be initiated by any non-probationary employee covered by this Agreement or by the designated FOP representative as provided for in this Agreement. Where a group of bargaining unit employees desires to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance if it reaches Step 2 of the grievance procedure as described in this article.

D. The investigation of a grievance shall be on non-work time. Writing of grievance statements by representatives may be performed during working hours when such activity does not interfere with the performance of the representative's assigned duties. If grievance hearings are scheduled during the representative or employee's regular duty hours, the representative and/or employee shall not suffer any loss of pay while attending the hearings.

E. All grievances must be processed at the proper step in order to be considered at subsequent steps. Any grievant may withdraw a grievance at any point by submitting a written statement to the appropriate City representative, or by permitting the time requirements at each step to lapse without pursuing the next step of the grievance procedure. Any grievance which is not processed by the grievant within the time limits provided shall be considered resolved based on the City's last answer to the grievance.

Any grievance not answered by the City within the stipulated time limits may be advanced by the grievant to the next step of the grievance procedure. All time limits in the grievance procedure may be extended only with the agreement of both parties.

Nothing shall prevent the parties from agreeing in writing to waive any steps in the grievance procedure.

F. Any grieving employee may choose to have an FOP representative or other representative of his or her choice accompany the grievant at any step or meeting provided for in the grievance procedure contained in this Article.

G. All grievances processed to the Step 2 level must be submitted in writing using the grievance form mutually agreed upon by the FOP and the City and containing the following information:

1. aggrieved employee's or employees' name(s), signature(s) and classification(s).
2. date grievance was discussed with immediate supervisor at Step 1 and identity of that supervisor.
3. date grievance was filed in writing at Step 2.
4. date and time event(s) giving rise to grievance occurred.
5. location where event(s) giving rise to grievance occurred, if relevant.
6. a description of the event giving rise to the grievance.
7. specific articles and sections of the Agreement violated.
8. desired remedy to resolve the grievance.

H. The FOP shall be responsible for duplicating, distributing, and accounting for the grievance forms used by bargaining unit members.

Section 13.2. Grievance Steps

It is the mutual desire of the City and the FOP to provide for prompt adjustment of grievances with a minimum amount of interruption of work schedules. The parties shall make an earnest and prompt effort to settle grievances at the earliest step possible. In furtherance of this objective, the parties shall adhere to the following grievance procedures:

Step 1:
An employee who has a grievance may take it up orally with his immediate superior within three (3) working days after the employee has knowledge of the event(s) upon which the grievance is based, and the immediate superior shall give his answer to the employee orally within three (3) working days after the grievance is presented to him.

Step 2:
If the grievance is not satisfactorily settled in the first step, the grievance shall, within five (5) working days from the receipt of the answer, be reduced to writing and filed with the Chief of Police stating the complete details of the event(s) and the remedy or relief requested. The Chief of Police shall meet with the employee within five (5) working days after receiving this Step 2 meeting grievance.

Step 3:

If the grievance is not satisfactorily settled at that level, the employee may, within five (5) working days, appeal the decision, in writing, to the Director of Administration. The Director of Administration shall meet with the employee within five (5) working days and submit his answer to the employee within ten (10) working days of this Step 3 meeting.

A grievance unresolved after completion of Step 3 may be submitted to arbitration upon request of the FOP in accordance with provisions herein. Grievances involving greater discipline, including suspensions, demotions or removals, may be initiated at Step 2 of the grievance procedure. Grievances filed by the FOP, without having a bargaining unit member as a grievant, may be initiated at Step 2 of the grievance procedure.

For purposes of the steps in the grievance procedure a working day shall be a day of actual duty of the employee or official involved and shall not include scheduled time off.

Step 4 Arbitration

1. Within twenty-one (21) calendar days from the date of the Director of Administration's Step 3 answer to a grievance (or, in the event that the Director fails to provide a timely answer, from the date on which the Director's answer was due), the FOP shall notify the City of its intent to seek arbitration of an unresolved grievance. No later than thirty (30) calendar days after the FOP notifies the City of its intent to arbitrate the grievance, the FOP shall submit a request to the Federal Mediation and Conciliation Service (FMCS) for a list of fifteen (15) Ohio arbitrators. Prior to submitting the request, the FOP shall request the City to participate in the preparation of a joint request for this list and shall give the City a reasonable opportunity to participate in the execution of the FMCS request form. In no circumstances (except by written agreement of the City), however, is the FOP excused from failing to submit a request for a list from FMCS within the thirty (30) day period.

   For purposes of this Article, submission of a request to FMCS is deemed complete upon receipt of the request by FMCS. Failure to file a timely request with FMCS results in a waiver of the right to arbitrate the grievance and the grievance will be deemed to have been resolved in accordance with the City's last response to the grievance.

2. Representatives of the City and the FOP shall follow the American Arbitration Association (AAA) rules in selecting an arbitrator from the list. Either party may once reject the entire list of arbitrators and request a new list from FMCS. The City and FOP representatives may agree to select an arbitrator who is not on a list supplied by the arbitration service.

3. Arbitrator's Authority

The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of specific articles of this Agreement. The arbitrator may not modify or amend the Agreement. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines that the grievance is arbitrable, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding on the grievant, the FOP, and the City. The arbitrator shall be requested to issue his or her decision within thirty (30) calendar days after the conclusion of the hearing, or the submission of final briefs, whichever is later.

4. Cost of Arbitration

The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and the expense of the hearing room shall be borne equally by both sides. The expenses of any non-employee witness, if any, shall be borne by the party calling them. The fees of the court reporter, if any, shall be paid by the party asking for one, or split equally by the parties if both parties desire a reporter or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

L. Nothing in the grievance procedure shall deny the bargaining unit members any rights available at law to achieve redress of their legal rights. However, once the bargaining unit member elects as his remedy some other official body (and that body takes jurisdiction), he is thereafter denied the remedy of the grievance procedure provided herein. No employee shall be entitled to duplicate redress of the same incident.

ARTICLE 14
WAGES AND BENEFITS

Section 14.1. Effective January 1, 2013, January 1, 2014 and January 1, 2015 the salaries for full-time, permanent sergeants in the Division of Police shall be based on the annual wages in Appendix A. There will be a one and a quarter percent (1.25%) increase in wages for 2013. The parties agree to re-open the contract for the purpose of negotiating wages for 2014 and 2015 as more specifically stated in the Duration article herein.

Section 14.2. The Director of Administration shall assign employees to steps which constitute the salary of individual sergeants. The Director of Administration shall have the discretion to accelerate the salary level of a sergeant for exceptional performances; also he shall have the discretion to defer advancement to the next step level justified by inadequate performance. Any deferred advancement can be appealed to binding arbitration through the grievance procedure established in this Agreement.

ARTICLE 15
MEDICAL, HOSPITAL, AND LIFE INSURANCE BENEFITS

Section 15.1. The City shall furnish medical, hospitalization, and major medical insurance for each full-time permanent employee in accordance with the terms of the City's group health care plan. When an employee accepts family or single coverage, the City shall pay ninety percent (90%), and each employee shall pay the remaining ten percent (10%) of the monthly premiums by payroll deduction.

Section 15.2. The Employer shall make dental and vision insurance coverage available to each bargaining unit member. Commencing with the effective date of this Collective Bargaining Agreement, the Employer shall pay ninety percent (90%) of the premiums, and each employee who opts to participate in the coverage shall pay the remaining ten percent (10%) of the premiums for single or family vision and dental insurance. Employee contributions shall be paid by payroll deduction.

Section 15.3. The City shall additionally furnish and pay the premium for group life insurance. Said insurance shall be in the form of $35,000 term and $35,000 accidental death and dismemberment coverage in accordance with the terms of the City's group life insurance plan.

Section 15.5. **Option to decline insurance coverage** Employees who are able to obtain insurance through a spouse or other source may choose to decline coverage under the City's group health insurance plan and its dental and vision insurance plans. Each eligible employee who elects to decline all City-supplied single and family insurance coverage, including group health, dental and vision coverage will receive $2,000.00 per year from the City. The City will make the payment in March of each year.

As an alternative, an otherwise eligible employee may elect to decline participation in the City's group health insurance plan, but continue to participate in the City's dental and/or vision insurance plans. In the event that an otherwise eligible employee opts to decline participation in the City's group health insurance coverage, but chooses to maintain participation in both dental and vision plans, the employee will receive $800.00 per year from the City. The City will make these payments in $400.00 increments at intervals of approximately six (6) months.

In the event that an otherwise eligible employee opts to decline participation in the City's group health insurance, but chooses to maintain participation in either the dental or vision plan, but not both, the employee will receive $900.00 per year from the City. The City will make these payments in $450.00 increments at intervals of approximately six (6) months. All of the cash in-lieu-of insurance coverage options require that the employee decline both single and family coverage for the insurance in question.

In order to be eligible to exercise any of the cash in-lieu-of insurance options enumerated above, an employee must provide the City with a completed, signed request and waiver form identifying the type or types of City-supplied insurance that the employee has elected to decline (limited to the options enumerated above). The employee must include a written statement indicating that the employee has an alternative source of health insurance coverage. The City will provide employees with a request and waiver form for these purposes. An eligible employee wishing to exercise the option to receive cash in lieu-of insurance coverage must submit the completed form during the annual enrollment period. Employees who fail to meet these requirements must wait until the next enrollment period to exercise a cash in-lieu-of insurance coverage option.

An employee, who separates from the City employment voluntarily or involuntarily, must repay to the City on a pro rata basis cash received in lieu of insurance coverage corresponding to the period of time following the employee's separation date. The City will automatically withhold this sum from the employee's final paycheck. An employee's obligation to repay this sum is not extinguished in the event that his or her final paycheck is not large enough to completely repay the amount owed to the City.

This section in no way affects employee's eligibility for City supplied life insurance coverage.

Section 15.6. An insurance committee exists to address the insurance coverage provided by the City of Urbana to its bargaining unit and non-bargaining unit employees. This Insurance Committee shall continue to operate throughout the term of this collective bargaining agreement. The Committee shall consist of representatives from the following bargaining units: Firefighters (1), Fire Captains (1), Police Officers (1), Police Sergeants (1), and Teamsters (2). Additionally, the Committee shall include 2 non-bargaining unit representatives, the City's Director of Administration or designee, and an attorney

designated by the City. The bargaining units and other employee groups may choose to have an employee, and/or a non-employee (e.g. an attorney, an official, or other advisor) to serve as their representative on the Committee or to be present as an advisor or observer.

The Committee shall meet on a quarterly basis, the schedule for which will be determined at the initial committee meeting and thereafter as required. The Insurance Committee's actions and recommendations shall have no force and effect unless a quorum of committee members (a majority of committee members) is present and participates in the committee's determinations regarding recommendations. The Committee shall be responsible for exploring ways in which the City of Urbana can improve the City's insurance offerings and to control insurance costs. The Committee will make recommendations to the City Administrator and City Council regarding the selection of insurance coverage and contracts. The City will review the Committee's recommendation(s) prior to entering into new contracts for insurance coverage, and will endeavor to adhere to the Committee's recommendation(s) unless there is a documented business reason for opting to deviate from the Committee's recommendation(s). In the latter case, the City will provide the Committee with a written explanation of the City's reason for declining to follow the Committee's recommendation.

ARTICLE 16
HOLIDAYS

Section 16.1. For employees covered by this Agreement paid holidays are as follows:

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Memorial Day	4th Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31
Employee's Birthday	

The Director of Administration may designate alternative days for any of the above holidays.

Section 16.2. Compensation for these holidays shall be computed on the employee's base salary at the time of payment and shall be for eight (8) hours of pay for each holiday. Payment for holidays shall be made in one payment on the first pay of November.

Section 16.3 An employee shall not receive holiday pay if he or she is not on active pay status on the day on which the holiday falls, or if he does not work his or her normal schedule of hours on both the regularly scheduled working day immediately preceding or immediately following the holiday.

Section 16.4 An employee shall not receive pay if, having been scheduled and required to work on a holiday, he or she fails to report to work without a justifiable reason for such absence.

Section 16.5 An employee who works on the actual designated holiday shall be compensated at a rate of one and one half (1½) of his base pay. Employees working overtime on a holiday (i.e. in excess of their scheduled shift hours) shall be compensated at two (2) times the hourly rate. An employee who works on the actual designated holiday may elect to receive compensatory time at a rate of one half hour (1½) for each hour worked. For an eight (8) hour day he would receive eight (8) hours of pay (straight time) and four (4) hours of compensatory time.

Section 16.6 Sergeants whose absence from duty would not, in the opinion of the Division Head, impair the operation of the division, may be excused from duty on these holidays. Sergeants excused from duty on a holiday by the Division Head may be recalled to duty if operational circumstances require and shall not receive additional compensation for the time recalled.

ARTICLE 17
ANNUAL LEAVE

Section 17.1. Upon completion of one (1) year of service, sergeants shall be credited with annual leave equal to eighty (80) working hours.

Section 17.2. Beginning with the second year of service, annual leave will accrue in accordance with the schedule below, on a prorated basis for each hour worked:

Years of COMPLETED Service	Number of Hours Accrued Annually
After 1 Year	80 hours
After 7 Years	120 hours
After 14 Years	160 hours
After 20 Years	200 hours

Section 17.3. Annual leaves shall be scheduled with due regard for rank, seniority, employee preference, and the needs of the division. If the City approves vacation leave requests involving one (1) or more weeks of leave, it will make every reasonable effort to allow the employee to take that approved leave, absent exigent circumstances.

Section 17.4. Annual leave may be taken in increments of not less than one (1) hour periods, subject to the operational needs of the division and the approval of the Chief of Police.

Section 17.5. Extension of annual leave by deferment and combination of not more than three (3) years entitlement shall be allowed upon approval of the Chief of Police.

Section 17.6. Upon retirement, resignation, or termination of employment for any reason, unused accrued annual leave shall be exchanged for cash payment at the rate of one (1) hour cash payment for each one (1) hour of unused accrued annual leave at the employee's current rate of pay at the time of termination, resignation, or retirement.

Section 17.7. Upon the death of an employee of the Division of Police, the employee's estate shall receive a cash payment for all the employee's accrued annual leave at the rate of one (1) hour's cash payment for each one (1) hour accrued annual leave, at the employee's current rate of pay at the time of death.

ARTICLE 18
SICK LEAVE

Section 18.1. **Use** Sick leave shall be granted to an employee, upon approval by the Employer, for the following reasons, and shall not be unjustly denied:

A. Illness, injury, or pregnancy-related condition of the employee.

B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.

C. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner.

D. Death of a member of the employee's immediate family. Such usage shall be limited to a reasonably necessary time, not to exceed five (5) days. One (1) of the days must be the date of the funeral.

E. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.

F. Examination including medical, psychological, dental, or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary.

Immediate family shall include parents, grandparents, spouse, brother, sister, child,

stepchild, stepmother, stepfather, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, and legal guardian or other person who stands in the place of a parent (in loco parentis). Additional persons may be considered immediate family with approval of the Director of Administration. Sick leave shall be used in increments of not less than one **(1)** hour.

Section 18.2. **Accumulation** Sick Leave shall be accumulated without limit by sergeants of the Division of Police at the rate of four and six tenths (4.6) hours of sick leave for each eighty (80) hours of service.

Section 18.3. **Documentation** Each employee using sick leave must furnish a satisfactory written statement signed by the employee, to justify sick leave. If medical attention is required, a signed statement by a licensed physician, stating the nature of the illness or injury, is required. Employees may be required to justify the use of sick leave in excess of three (3) days with a statement from a licensed physician.

Section 18.4. **Abuse** Employees who are absent without leave, apply for sick leave for reasons not authorized by this Agreement, exhibit patterns of sick leave indicative of sick leave abuse, or otherwise misuse sick leave will be subject to progressive discipline. If the Chief has reason to believe the employee is abusing sick leave, he may require the employee to submit to a medical examination and/or supply a physician's statement for each period of sick leave. In the event that the Chief requires an employee to submit to an examination, the examination will be performed by a physician appointed by the City, and at the expense of the City. Nothing contained herein shall limit the City's ability to discipline employees for abuse of sick leave.

Section 18.5. **Exchange** Upon termination of employment for retirement or other reasons, a sergeant may exchange a portion of his unused sick leave for cash payment. Payment shall be as follows for all accumulated sick leave:

Status of Employee	Years of Service	Amount of Exchange Permitted
Employee in good standing	After 20 years of service	1/3 of unlimited days
Employee in good standing	After 10 years of service	1/3 of 150 days
Employee in good standing	Before 10 years of service	1/4 of 120 days
Upon death of Employee while on staff	n/a	1/3 of unlimited days **
Upon death in the line of duty	n/a	100% of all accrued, but unused days **

** In the case of a line of duty death or the death of an employee while on staff the payment shall be made to the employee's surviving spouse, or in the absence of a surviving spouse to the employee's estate.

Section 18.6. **Cancellation** Except when converted as above, unused accumulated sick leave is canceled upon the termination of employment. Canceled sick leave credit may be restored to an employee who is re-employed by the City of Urbana or any other division or subdivision of the State of Ohio within a ten (10) year period from the date of termination.

ARTICLE 19
SICK LEAVE INCENTIVE DAYS

Section 19.1. All sergeants who do not use sick leave during a consecutive ninety (90) calendar day period shall receive one (1) personal day per ninety (90) calendar day period. Personal days may be used as vacation days, as defined in Article 17. Sick leave taken for bereavement shall not count against the employee in figuring personal days.

Additionally, sergeants who do not use any sick leave in a twelve (12) month calendar period shall receive an additional eight (8) hours of personal leave which may also be used as vacation days as defined in Article 17.

ARTICLE 20
EXTENDED INJURY LEAVE

Section 20.1. Any employee who is injured in the course of his employment to the extent that he is eligible for total temporary disability from the Bureau of Workers' Compensation and/or Industrial Commission shall be entitled to the following injury leave benefits:

1. If the time lost because of injury is less than seven (7) calendar days off, the employee's benefit shall be his accumulated sick leave benefits.

2. If the time lost because of injury, as described in the first paragraph above, exceeds seven (7) calendar days the employee, at his election, may continue to receive his accumulated sick leave benefits, elect to receive extended injury leave benefits from the City for a period not to exceed ninety (90) calendar days per incident, or file for benefits under Workers' Compensation.

3. If after receiving extended leave benefits from the City for ninety (90) calendar days the employee is still unable to perform his duties he then may elect to use accumulated sick leave benefits or file for benefits under Workers' Compensation.

Section 20.2. Extended injury leave benefits shall be calculated and computed in the same manner as sick leave benefits although they shall not be charged against the employee's sick leave.

Section 20.3. Elections once made by the employee shall be irrevocable as to the benefits already received. However, the employee may exercise his choices under paragraph (2) or (3) regarding future benefits.

Section 20.4. The City may require certification from a qualified physician to support payment of extended injury leave benefits. The City shall have the right to order a physical examination by a qualified physician of its choice and at its expense at any time during the duration of extended injury leave.

Any dispute as to the eligibility of the employee for total temporary disability shall be resolved by the Ohio Bureau of Workers' Compensation, whose decision shall be final.

Section 20.5. Sick leave, extended injury leave and Workers' Compensation other than rehabilitation services may not be used concurrently in such a manner to compound benefits.

Section 20.6. Extended injury leave shall be limited to ninety (90) calendar days per incident. Such days need not be consecutive in the event of recurring disability; scheduled days off shall be included in the ninety (90) calendar day extended injury leave benefit.

Section 20.7. In lieu of granting extended injury leave, the City may assign the employee to light duty performing administrative or clerical functions with the approval of, and within the limitations set by, the employee's treating physician.

ARTICLE 21
MILITARY LEAVE

Military leave shall be granted and applied pursuant to applicable state and federal laws.

ARTICLE 22
JURY DUTY

Section 22.1. Whenever a sergeant of the Division of Police shall be required to serve on a jury of any municipal, state, or federal court, the employee shall be compensated at his regular rate of pay for the time lost during his regular work schedule.

Any fees paid from the court shall be turned over to the City of Urbana through the Police Department. The Director of Administration may establish regulations addressing jury duty payment consistent with the terms of this Article.

ARTICLE 23
HOURS OF WORK AND OVERTIME

Section 23.1. **Definition** Any time worked in excess of eight (8) hours per day and any time in excess of forty (40) hours per week shall be considered overtime. Sergeants of the Division of Police shall be compensated for overtime worked by payment at the rate of one and one-half times the employee's hourly rate of pay for each hour of overtime worked. Overtime shall be computed to the nearest fifteen (15) minutes.

Section 23.2. **Work Day/Week** For the purpose of overtime compensation, a workday is defined as the 24-hour period between 2200 and 2159 hours. For scheduling purposes, the day will be the one that most of the hours worked occurs on. (For example, if you come to work on December 31st at 2200 hours and end your shift at 0600 hours, the schedule should show that you worked all eight hours on January 1st.) A workweek is defined as a seven-day period from 2200 hours Saturday through 2159 hours Saturday inclusive.

Section 23.3 **Court Appearance** Whenever an off duty sergeant is requested to appear in any court of record, administrative hearing, or to appear before a Prosecutor or City Law Director for a pre-trial conference, the sergeant shall receive a minimum of two (2) hours pay at time and one half (1½) his regular rate) for each such appearance. This section shall exclude grievance hearings or Civil Service hearings.

Section 23.4. Employees seeking overtime payment for attendance at courts of record or administrative hearings shall collect witness fees when possible and shall remit such fees to the City. When such witness fees include mileage fees for travel, that portion of the fee, which is paid for travel, shall be returned to the employee by the Finance Department. Payment for overtime spent in court appearance shall be limited to the time actually spent in attendance at the court or hearing, subject to the two (2) hour minimum.

Section 23.5. **Claim Form** A sergeant claiming overtime payment shall submit the claim on an overtime form provided by the Chief of Police. This form shall be filled out completely and approved by the employee's supervisor or commanding officer. When the claim form is submitted to claim court overtime, it shall include the name of the defendant, type of hearing, the charge and certificate of fees.

Section 23.6. **Departmental Meetings** Compensation will be provided for divisional meetings called by the Chief of Police for a minimum of two (2) hours overtime if not during shift.

Section 23.7. **Compensatory Time** If a sergeant elects to take compensatory time in lieu of overtime pay for any overtime worked, such compensatory time may be granted by the Chief of Police, on an hour and one-half (1½) per hour worked basis. Compensatory time shall be used at a time mutually convenient to the employee and the Chief of Police. Compensatory time balance shall be limited to one

hundred sixty (160) hours. Accrued compensatory time not used within twelve (12) months after being earned shall be carried over. Accrued, but unused compensatory time may be paid out with written notice to and approval by the Chief requesting same prior to the end of the pay period. This request to cash out comp time can be for up to the total amount of accrued, but unused comp time on record at the time of the request. There shall be no pyramiding of overtime.

Section 23.9. **Call-In Pay:** When called in for overtime work, the overtime shall not be less than three (3) hours of overtime at the rate of time and one-half (1½). If the employee's presence is no longer required during the original three (3) hour period, the employee may be allowed to return on standby for the remainder of the three (3) hour period.

An employee who has been called in for unscheduled work, then is released from that work and later accepts another recall before the original three (3) unscheduled work hours have expired, shall be paid for only a single, three (3) hour overtime "call-in" payment, or for actual overtime worked, whichever is more. In no event shall an employee become entitled to more than a single, three (3) hour minimum call-in payment for reporting to work during those three (3) hours of unscheduled time, even if the employee reports more than once during that time.

Employees, who are called-in for unscheduled work, are released from that work and later fail to respond to a subsequent call-in within the same three (3) hour period will relinquish their right to the guaranteed three (3) hour minimum call-in pay for their initial call-in during that period. Such employees will receive compensation only for their actual time worked during the three (3) hour period, at the overtime rate of compensation.

An employee called in to work before the start of a regularly scheduled work shift is not entitled to the aforementioned three (3) hour minimum call-in pay if the period of work abuts the shift. An employee held over from a regularly scheduled shift will not be deemed to have been "called-in" and is not entitled to the aforementioned three (3) hour minimum call-in pay. Employees may be entitled to overtime payment for time actually worked in these circumstances.

Call-in pay does not apply to court appearances, where an employee is held over from his shift or is to report early for duty, nor in cases described in the Special Scheduling Article.

ARTICLE 24
SPECIAL SCHEDULING

Section 24.1. Time spent by an employee in salary negotiations, processing of grievances, participation in Civil Service hearings and taking promotional examinations shall not be used in calculating overtime or call-in pay.

Section 24.2. However, an employee who participates in such activity during his normally scheduled working hours where his presence is required by reason of membership on the negotiating team in the case of salary negotiations, as the grievant, or his Associate or alternate, in the case of grievance, as an examinee in the case of Civil Service or other examination pertinent to his employment as determined by the Chief of Police, or as the person the subject of, or a participant in a Civil Service hearing, shall not have his wages diminished for such activity.

When an employee becomes aware of the scheduling of such activities during his normally scheduled work time, he shall request the Chief to relieve him from duty during such time. The Chief shall not unreasonably deny such request. However, the Chief shall consider the operational needs of the department before granting the request. Absent exigent circumstances, the City will make every effort to schedule or reschedule employees who are taking promotional examinations in order to avoid situations in which those officers must work on the shift immediately preceding or following the shift during which the promotional examination is given.

ARTICLE 25
SHIFT TRADING

Section 25.1. Sergeants may voluntarily exchange shifts or days off with other sergeants. Up to six (6) eight (8) hour shifts may be exchanged during a calendar year. Prior written supervisory approval must be obtained before a shift or day off trade occurs.

The sergeant must specify the shift(s) or day(s) to be exchanged, and each officer involved must sign the request to trade. The exchange of shifts or days off must be completed within thirty (30) days.

Section 25.2. No overtime shall be incurred as a result of an employee trade.

ARTICLE 26
PERSONAL PROPERTY REPLACEMENT

Section 26.1. The City shall replace or repair all personal property and Division-issued uniforms and equipment of the employee, commonly worn or used while working, which are damaged or lost while the employee is on duty, unless such damage or losses are due to the negligence of the employee, in which case the employee shall bear the cost. Restitution ordered and paid to the employee for any items damaged shall be given or reimbursed to the City.

Section 26.2. For personal property, the maximum benefit is two hundred fifty dollars ($250) per incident except as specified below per incident:

- Eyeglass lenses — the amount in excess of that paid by the employee's insurance
- Eyeglass frames — not more than $200.00

ARTICLE 27
UNIFORM FUND

Section 27.1. The City shall provide large and small chevrons and collar brass. The City shall pay each sergeant eight hundred fifty dollars ($850.00) for the purpose of maintaining and/or replacing uniforms and equipment during the month of January of each year.

Section 27.2. The City shall pay for complete department uniform and equipment changes.

Section 27.3. Ballistic vests that are worn by sergeants shall be replaced according to NIJ standards, or manufacturer's warranty, at the City's expense.

Section 27.4. Sergeants that are Bike Patrol certified will receive an additional one hundred dollars ($100.00) per year supplement to the funds received in 26.1 for bike uniforms and related equipment; provided that in the prior year the Sergeant had performed Bike Patrol duties at least 200 hours per year. Documentation shall be provided no later than November 30th of each year.

Section 27.5. The City shall provide a new badge and identification clearly marked "RETIRED" to each employee who retires with at least twenty (20) years of total City service or on a service related disability retirement. The retiring employee may purchase his duty weapon for one dollar ($1.00) from the City and may also retain a complete uniform.

ARTICLE 28
EDUCATIONAL INCENTIVE PLAN

Section 28.1. In keeping with the City's policy of encouraging the professional improvement of its police personnel, the City shall provide an educational incentive pay plan for the sworn members of the Police Division above the probationary grade for the degrees related to law enforcement as deemed by the Director of Administration.

Section 28.2. Each permanently appointed sworn member of the Police Division shall receive, in addition to his authorized pay range classification and in accordance with the following rules, regulations and schedule, an amount as set forth below after

providing the Employer with a copy of the degree, to be payable beginning with the next complete pay period thereafter. Employees who received a tuition loan from the City are not eligible to receive these additional amounts of pay until such time as the loan is paid in full. While the loan is being repaid to the City these additional amounts shall be paid through payroll deduction.

Degree Attained	**Additional Amount Received *Biweekly***
Associate's degree	3% additional pay based on the person's hourly rate
Bachelor's Degree	6% additional pay based on the person's hourly rate

Section 28.3. The Director of Administration may establish regulations whereby an employee pursuing a degree related to law enforcement at an accredited institution may receive a tuition loan from the City. The Director may establish criteria for loan repayment. Failure to complete a degree or leaving City employment prior to repayment does not absolve the employee from full repayment of the loan.

Section 28.4. Notwithstanding any other provision of Article 26, this Article does not apply to, nor is the City obligated to provide benefits to individuals who start working for the Urbana Police Department on or after January 1, 2009.

ARTICLE 29
RESIDENCY

Section 29.1. All non-probationary employees must reside within Champaign County or any county contiguous to Champaign County.

Newly hired employees shall have one (1) year from their hire date to comply with the residency requirements listed above.

Sergeants covered by this Agreement shall not be affected by this residency requirement provided they were employed in that capacity prior to January 1, 2013, unless and until such employee changes residential location on or after the effective date of this collective bargaining agreement.

However, those covered by this Agreement and who, as of December 31, 2012 had already been given permission to reside outside of the residency requirement will be permitted to remain outside of the residency requirement unless and until such employee changes residential location on or after the effective date of this Agreement.

ARTICLE 30
FITNESS STANDARDS

Section 30.1. The Urbana Police Department shall administer an annual physical examination for each bargaining unit member annually in lieu of testing. The physical examination shall be paid for by the City's health insurance and any additional costs that are not covered by the City's health insurance program shall be paid by the City. The physical examinations shall be similar to those provided to Urbana Fire Department employees that are administered by Fire Department policy.

ARTICLE 31
DRUG AND ALCOHOL POLICY

Section 31.1. **Prohibition** Subject to the exception noted below in Section 31.7, employees are prohibited from possessing, using, or being under the influence of alcohol or controlled substances during working hours. Employees who violate this prohibition are subject to discipline, up to and including termination.

Section 31.2. **Testing** The City may subject employees to post-accident, reasonable suspicion, random, return-to-duty, and follow-up testing for alcohol or controlled substances. Employees having positive test results are deemed to violate Section 31.1's prohibition(s).

Reasonable suspicion testing is warranted when a supervisor has a reasonable suspicion for suspecting that the employee is under the influence of alcohol or a controlled substance during working hours. A supervisor will be called upon to make a determination drawn from specific, objective facts and reasonable inferences drawn from these facts in light of experience and training. Such facts and inferences may be based on, but are not limited to, any of the following:

1. Observable phenomena, such as direct observation of drug or alcohol use, possession or distribution, or the physical symptoms of being under the influence of drugs or alcohol, such as but not limited to slurred speech, dilated pupils, odor of alcohol or marijuana, changes in affect, dynamic mood swings, etc.;

2. A pattern of abnormal conduct, erratic or aberrant behavior, or deteriorating work performance (e.g., frequent absenteeism, excessive tardiness, recurrent accidents) which appears to be related to substance abuse and does not appear to be attributable to other factors;

3. The identification of an employee as the focus of a criminal investigation into unauthorized drug possession, use, or trafficking;

4. A report of alcohol or other drug use provided by a reliable and credible source;

5. Repeated or flagrant violations of the company's safety or work rules, which are determined by a supervisor to pose a substantial risk of physical injury or property damage and which appear to be related to substance abuse or substance use that may violate the City's DFWP policy, and do not appear attributable to other factors.

(As defined in OAC 4123-17-58)

Such supervisors will receive sixty (60) minutes of training on the signs and symptoms of drug abuse, and an additional sixty (60) minutes of training on signs and symptoms of alcohol misuse. The supervisor who makes the actual observation does not have to be the employee's direct supervisor, but can be any City employee having supervisory or managerial responsibilities over the bargaining unit and who has received the aforementioned reasonable suspicion training.

The City reserves the right to administer random drug and/or alcohol testing to bargaining unit members. All testing will be done in accordance with the provisions set forth in Section 31.6 and other relevant provisions of this Article.

Random Alcohol: The number of tests to be performed annually will not exceed 25% of applicable City employees.

Random Drug: The number of tests to be performed annually will not exceed 50% of applicable City employees.

Section 31.3. Where an employee has been ordered to undergo reasonable suspicion testing or post-accident testing, he shall be placed on paid administrative leave pending receipt of the test results. If the test results are negative, the employee shall be returned to assigned duties, if the employee is otherwise able to perform his job duties.

Section 31.4. An employee's refusal or failure, when ordered, to timely submit to testing permitted under this article will result in the employee being deemed to have failed such test and may subject the employee to discipline, up to and including discharge. By taking a test, an employee does not waive any objections or challenge he or she may possess. Within twenty-four (24) hours of the time the employee is ordered to submit to a test, the City shall provide the employee with a written notice setting forth the information and observations which form the basis of the order. A written explanation of the reasonable suspicion shall be given to the employee prior to the administration of the test. The employee shall be given time to contact a labor or Union representative.

Section 31.5. **CDL Holders** In the event that any bargaining unit employee performs job duties for which the employee is required to possess a Commercial Drivers License, federal law subjects the employee to mandatory drug and alcohol testing procedures, including those specified in Federal Highway Administration regulations in 49 CFR Part 382. These regulations provide for pre-employment, post-accident, reasonable suspicion, random, return-to-duty, and follow-up testing for alcohol or controlled substances. The City will carry out testing for controlled substances as required by applicable federal law in the case of CDL holders, or any other employees subject to mandatory federal drug testing requirements.

Section 31.6. **Testing Procedure** The City reserves the right to use the services of an independent entity to perform drug and/or alcohol testing services for City employees. In the absence of an agreement to the contrary by the City and the Union, drug testing shall be performed using urinalysis and alcohol testing shall be performed using a blood test, urine test, or evidential breath-testing device for non-CDL holders, and a Datamaster for CDL holders. Collection of samples shall be conducted in a manner that is consistent with Department of Health and Human Services (MS) guidelines. The drug testing cutoff levels will be consistent with standards set by HHS. Urine specimens will be collected, stored, and transported in a manner consistent with HHS guidelines. The collection of blood and breath samples will be conducted in a manner consistent with MS guidelines, if applicable. The City or any third party vendor performing testing on behalf of the City will follow all HHS guidelines for the chain of custody paperwork. If the chain of custody is broken for any sample, then that test shall be considered a canceled test and may not be used for any purpose.

Urinalysis for Drug Testing

All urine samples will be collected in a private and secure bathroom. All specimens will be packaged and sealed by the City or third party vendor(s) or designee(s), and the seal initialed by the employee to ensure that the specimen is not tampered with in any manner. All specimens will be packaged as split specimens, except for non-CDL pre-employment samples. Split sample tests will be available to the employee for independent analysis, at a HHS certified laboratory, if there is a positive test result. The standards used for drug testing shall be the HHS standards in effect at the time the test was administrated. Specimens are to be tested for adulterants, creatinine, and specific gravity values. An adulterated specimen is defined as a specimen that contains a substance not expected to be present in human urine, or contains a substance to be present but the concentration level is so high that is not consistent with human urine. A diluted specimen is defined as a specimen with creatinine and specific gravity values that are lower than expected for human urine. A substituted specimen is defined as a specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine. When urine specimens are presented to the third party vendor or designee, which are not in an acceptable temperature range (90-100°), another specimen will be observed and collected. Both specimens will be sent to the HHS certified laboratory for analysis.

When an employee does not supply a sufficient amount of urine, the collector will instruct the employee to drink up to forty (40) ounces of fluid in a period not to exceed three (3) hours. In this situation the first specimen (if in the temperature range and the specimen does not appear to have been tampered) will be discarded. The testing laboratories will report a result as a negative if the result is below the cutoff concentration pursuant to HHS standards on the screening test (known as an immunoassay). If the result is above the cutoff concentration, then the laboratory will conduct a confirmation test (known as a gas chromatography/mass spectrometry-GCMS). If the result is above the guidelines, then the laboratories will report the result as positive. If the result is below the cutoff level, then the laboratory will report the result as negative.

Testing For Alcohol

Alcohol tests performed under this policy will be done with a blood test, urine test, or evidential breath-testing device for non-CDL holders, and an evidential breath testing device (EBT), otherwise known as a Datamaster, in the case of CDL holders. The alcohol test will be utilized first if an employee is to be tested for alcohol and drugs.

For non-CDL holders, a blood test result which indicates a .04% blood alcohol level will be considered a positive test. For CDL holders, a breath test will be required to determine if a person has an alcohol concentration of .02 or greater per 210 liters of breath. Any result of .0399 or less will be considered negative. Any result of .02 or greater will be confirmed by a second breath sample. For any sample that is between .02 and .0399, the CDL holder will be relieved of safety-sensitive duties for a 24-hour period. The CDL holder may utilize vacation or compensatory time to cover this absence, if non-safety sensitive duties are not available. Although the result will not be considered positive, the employee maybe presumed to be impaired, based on the employee's pattern of behaviors, and may face disciplinary action. Any result of .04 or higher (on both the initial and confirmation tests) will be considered positive. Any employee who does not provide a sufficient amount of breath to permit a valid breath test will be instructed to attempt again to provide a sufficient sample. If the employee refuses to attempt to provide sufficient breath for the Datamaster device, then the test will discontinue and will be considered a refusal to test.

Section 31.7. Prescription and Over the Counter Medications

Employees may use legally-prescribed, controlled substances during work periods without violating Section 31.1 of this Agreement. Nevertheless, employees who use prescription or over-the-counter medication have an affirmative responsibility to consult with their physician and/or pharmacist to determinate whether such medication will interfere with the employee's ability to perform job functions safely and effectively. In the event that an employee's prescribed or over-the-counter medication interferes with, or is likely to interfere with, the employee's ability to perform job functions safely and effectively, the employee must consult with their Department head regarding the job impact of such medication usage. The City may require employees whose legally-

prescribed medication interferes with their ability to safely or effectively perform their job functions to take a form of paid leave until such time as the employee is able to perform their essential job functions in a safe and effective manner.

Section 31.8. **Rehabilitation** In the event that an employee violates any provision of this Article, the City may direct the employee to participate in a substance abuse rehabilitation program or programs. The City may take this action in combination with, or in lieu of, disciplinary action. To the extent that the cost of participation in a rehabilitation program is not covered by the City's health insurance, those costs shall be borne by the employee.

ARTICLE 33
SEVERABILITY

Section 33.1. During the life of this Agreement if any provision is found or rendered to be contrary to law or invalid either administratively or judicially, it shall be of no further force and effect and shall be immediately suspended, but the remainder of the Agreement shall remain in full force and effect.

The parties to this Agreement shall meet within a reasonable time (not to exceed thirty [30] days) in an attempt to modify the invalidated provisions through negotiations.

ARTICLE 31
DURATION AND TERMINATION

Section 31.1. This Collective Bargaining Agreement shall be in effect from January 1, 2013 and shall be effective until December 31, 2015 at 11:59 p.m. The parties agree to re-open the contract on or about October 15, 2013 for the sole purpose of negotiating wages for 2014 and 2015. Said re-opened negotiations shall be pursuant to O.R.C. § 4117.

Section 31.2. If either the Employer or the Union desire to terminate, modify, or negotiate a successor Agreement, it shall:

1. Serve notice upon the other party pursuant to the rules of the State Employment Relations Board (O.A.C. 4117-01-02) of the proposed termination, modification, or desire to negotiate a successor agreement, said notice shall be served not less than sixty (60) days prior to the expiration of this agreement;

2. Offer to bargain collectively with the other party for the purpose of modifying **or**, terminating the existing agreement, or negotiating a successor agreement;

Section 31.3. This collective bargaining agreement shall continue in full force and effect for a period of sixty (60) days after the party gives notice or until the expiration date of this agreement, whichever occurs later. In the event that notification is not given by either party, this agreement shall remain in full force and effect from year to year, however subject to the giving of such notice sixty (60) days prior to the 1st of January of each year.

APPENDIX A

*Years of Service	2011 (2.25%) Yearly Hourly	2012 (0%) Yearly Hourly	**2013 (1.25%) Yearly Hourly**	**2014 Yearly Hourly**	**2015 Yearly Hourly**
0-1	$59,133.15 $28.4294	$59,133.15 $28.4294	**$59,872.31 $28.7848**	**Re-opener**	**Reopener**
2	60,908.02 $29.2827	60,908.02 $29.2827	**61,669.37 $29.6487**		
3	$62,736.75 $30.1619	$62,736.75 $30.1619	**$63,520.96 $30.5390**		
4-5	$64,617.49 $31.0661	$64,617.49 $31.0661	**$65,425.21 $31.4544**		
6-9	$65,640.22 $31.5578	$65,640.22 $31.5578	**$66,460.72 $31.9523**		
10-14	$66,555.01 $31.9976	$66,555.01 $31.9976	**$67,386.95 32.3976**		
15-19	$67,221,23 $32.3179	$67,221,23 $32.3179	**$68,061.50 $32.7219**		
20+	$67,893.07 $32.6409	$67,893.07 $32.6409	**$68,741.73 $33.0489**		

***Years of Service means <u>completed</u> years of service with the Urbana PD**

Hourly rates calculated by dividing the annual wage by 2080 hours

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 25th day of SEPTEMBER, 2013.

For the Fraternal Order of Police, Ohio Labor Council, Inc.:

Andrea H. Johan, Staff Representative

John Purinton, Sergeant Unit Bargaining Team Member

Edward Burkhammer, Sergeant Unit Bargaining Team Member

For the City of Urbana:

Kerry Brugger, Director of Administration

J. Lee Williams, Director of Finance

Approved as to Form:

G.S. Weithman, Director of Law