



12-MED-10-1200
0039-07
K29889
08/22/2013

AGREEMENT

BETWEEN

THE CITY OF LIMA, OHIO

AND

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

Unit A Sergeants and Lieutenants

2012-MED-10-1200

EFFECTIVE:

January 1, 2013 through December 31, 2015

TABLE OF CONTENTS

	<u>PAGE</u>
Article 1	Agreement..... 1
Article 2	Recognition..... 2
Article 3	Security..... 2
Article 4	Management Rights..... 5
Article 5	Non-discrimination/Gender..... 6
Article 6	Representation Release Time..... 6
Article 7	No Strike/No Lockout..... 8
Article 8	Grievance Procedure..... 8
Article 9	Seniority..... 13
Article 10	Layoff and Recall..... 14
Article 11	Labor/Management Meetings..... 15
Article 12	Investigations and Discipline..... 16
Article 13	Drug/Alcohol Testing..... 18
Article 14	Personnel Files..... 20
Article 15	Ordinances, Rules, and Regulations..... 21
Article 16	Miscellaneous Non-economic..... 22
Article 17	Hours of Work and Overtime..... 23
Article 18	Wages..... 26
Article 19	Holidays..... 28
Article 20	Personal Holidays..... 30
Article 21	Vacation..... 30
Article 22	Leaves..... 32
Article 23	Family and Medical Leave..... 38
Article 24	Uniform and Equipment Allowance..... 38
Article 25	Insurance..... 40
Article 26	Work Out of Rank..... 43
Article 27	Tuition Reimbursement..... 43
Article 28	Miscellaneous Economic..... 44
Article 29	Promotion..... 45
Article 30	Duration of Agreement..... 46
Signature Page 47
Appendix A	Binding Contract for Reimbursement of Hiring and Training Expenses..... 48
	Memorandum of Understanding..... 50

ARTICLE 1
AGREEMENT

Section 1.1. Purpose. This Agreement, entered into by the City of Lima, Ohio, hereinafter referred to as the "City" or "Employer" and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "Labor Council," has as its purpose the following:

- A. To promote cooperation and orderly, constructive, and harmonious relations between the City, its employees, and the Labor Council.
- B. To comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining units as defined herein.
- C. To prevent interruptions of work and interference with the efficient operation of the Police Department.
- D. To establish a procedure for the peaceful resolution of grievances.

This Agreement supersedes all previous agreements (either written or oral) between the City, its employees, and the Labor Council.

Section 1.2. Modification of Agreement. The express provisions of this Agreement may be changed only by mutual agreement between the parties, reduced to writing, dated, and signed by the parties to this Agreement.

Section 1.3. Savings Clause. Should any portion of this Agreement contained herein be declared invalid by operation of law or by a court of competent jurisdiction, such invalidation of said part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In addition, within twenty (20) calendar days following the effective date of such declaration of invalidity, the parties shall meet in an attempt to modify such provision to comply with the applicable law.

Section 1.4. Waiver In Case Of Emergency. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Allen County Sheriff, the Mayor of Lima, or any other authorized governmental official, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and
- B. Selected work rules and/or agreements and practices relating to the assignment of employees.

Upon the termination of the emergency should valid grievances exist, grievances shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which, the grievance(s), had properly progressed prior to the emergency.

Section 1.5. In accordance with the provisions of Ohio Revised Code (O.R.C.) Section 4117.10(A), all provisions listed in the table of contents of this Agreement are intended to supersede and/or prevail over conflicting and/or additional subjects found in O.R.C. Sections 124.01 through 124.56.

ARTICLE 2 **RECOGNITION**

Section 2.1. Recognition. The City hereby recognizes the Fraternal Order of Police, Ohio Labor Council as the sole and exclusive bargaining agent for the purpose of collective bargaining of all wages, hours, and other terms and conditions of employment for all full-time employees that have been certified by the State Employment Relations Board in the following unit:

Unit A: Sergeants and Lieutenants

Section 2.2. Exclusions. All positions and classifications not specifically established herein as being included in a bargaining unit shall be excluded from the bargaining unit.

Section 2.3. New Positions. In the event that a new position is created within the Police Department in the rank of Sergeants and above, the City shall determine whether the new position will be included in or excluded from the bargaining unit 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, they shall jointly petition SERB to amend the unit and will include the position upon SERB's approval. If the parties still do not agree, the City may implement its determination, subject to challenge by the Labor Council via a petition for unit clarification to the State Employment Relations Board.

The City shall not attempt to abridge this Agreement by changing the rank structure or classification designation of any employee during the length of this Agreement, with the purpose to eliminate such employees from the bargaining unit.

ARTICLE 3 **SECURITY**

Section 3.1. Labor Council Dues Deductions. The Labor Council will notify the City in writing of the dues it charges and its current membership, and will update this information as needed to be accurate.

The Employer agrees to deduct membership dues at the rate certified by the Ohio Labor Council. One (1) month's advance notice must be given to the City prior to making any changes in the rate. The Employer agrees to deduct membership dues in the amount of fifty percent (50%) from the first paycheck of each month and fifty percent (50%) from the second paycheck of each month from the pay of any employee in the bargaining units who have authorized the same in writing.

Section 3.2. Dues Deductions/F.O.P. The Lodge/F.O.P. shall furnish to the City, each month, a list of members and the amount to be deducted. The Employer agrees to deduct Lodge/F.O.P. membership dues in the amount authorized each month by the Lodge/F.O.P. to the City, (from the second paycheck of each month) from the pay of any employee in the Lodge/F.O.P. who has authorized the same in writing. Nothing herein shall prohibit members covered by this Agreement from submitting dues directly to the Lodge/F.O.P.

Section 3.3. Payment/Labor Council. All dues and fair share fees collected under this Article shall be paid by the Employer, within thirty (30) days, together with a listing of the employees for whom deductions were made, to the Ohio Labor Council, 222 E. Town Street, Columbus, Ohio 43215.

Section 3.4. Membership Cancellation.

- A. A member may withdraw authorization for dues deduction by the City by directing a request in writing to the City Auditor.

Dues deductions shall cease upon the happening of any of the following events:

1. Resignation or discharge of the employee;
 2. Transfer of the employee from the bargaining unit;
 3. Revocation of the dues deduction authorization.
- B. No other employee organization's dues shall be deducted from the pay of any bargaining unit member during the life of this Agreement.
- C. The F.O.P./O.L.C. hereby agrees that they will indemnify and hold the Employer harmless from any claims, actions, or proceedings by an employee, the F.O.P., or the Labor Council arising from deductions made by the Employer pursuant to this Article, except the non-payment of funds deducted from the employees' pay.

Section 3.5. Fair Share Fee.

- A. As a condition of employment, sixty (60) days following the beginning of employment, or upon the effective date of this Agreement, whichever is later, employees in the bargaining unit who are not members of the Labor Council, including employees who resign from membership in the Labor Council after the effective date of this labor Agreement, shall pay

the Labor Council, through payroll deduction, a fair share fee. The fair share fee is automatic and does not require the written authorization of the employee. This provision shall not require any employee to become or remain a member of the Labor Council, nor shall the fair share fee exceed the dues paid by members of the Labor Council in the same bargaining unit. The Labor Council is responsible for annually certifying to the Employer the amount of the fair share fee. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of the cost of collective bargaining, contract administration and pursuing matters directly affecting wages, hours, and other terms and conditions of employment of bargaining unit members. The Employer shall implement the fair share deductions subject to the provisions of this Section. The Labor Council shall prescribe a rebate and challenge procedure which complies with O.R.C. Section 4117.09 (C), federal law and any judicial decisions interpreting such laws. The Labor Council agrees to abide by all rules and decisions of the State Employment Relations Board or the courts in regard to the fair share fee deductions.

Public employees who are members of and adhere to established and traditional tenets and teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization, as set forth in Section 4117.09 (C), Ohio Revised Code, shall have such alternative contribution rights as are provided by law under such conditions and in accordance with such procedures as are required by law.

- B. It is further agreed that the Labor Council shall defend, and save the City harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or be by reason of action taken or not taken by the City in fulfilling the obligations imposed on the City under this Section, except for failure to forward deducted fees.

Section 3.6. Bulletin Board. The City shall provide, at the Lima Police Department, a bulletin board for the use of the Labor Council. Labor Council officials shall be responsible for posting and/or approving the posting of notices thereon which employees may read when reporting to or leaving their work stations, or during their free time. All notices or literature posted does not first have to be approved by the City or the Chief of Police.

The Labor Council agrees that no notices will be placed on the bulletin board which contain:

- A. Personal attacks upon any City employee;
- B. Scandalous, scurrilous, or derogatory attacks upon the Administration;
- C. Attacks on any other employee organizations;
- D. Any obscene material;
- E. Ethnic material.

Section 3.7. Ballot Box. The Labor Council shall be permitted, upon prior written notification to the Chief of Police, to place a ballot box at Department Headquarters for the purpose of collecting members' ballots on all Labor Council issues subject to ballot.

Such box shall be the property of the Labor Council and neither the box nor its contents shall be subject to the City's review. Such balloting shall not interfere with work activities.

Section 3.8. Use of Departmental Mail System. The Labor Council shall be permitted to utilize, at no cost or loss of time to the City, the Departmental Mail System for the purpose of providing information pertaining to Labor Council business to bargaining unit employees. The Labor Council agrees that the use of the mail system will be reasonable and limited to providing information that is necessary for the normal conduct of Labor Council business or bargaining unit representation. All mail placed into the mail system by the Labor Council shall be the property of the bargaining unit members to whom it is addressed, and such mail shall not be subject to review by the City.

Section 3.9. Place for Meetings. Meetings of the Committees of the Labor Council will be permitted on City property when and where work is not interrupted by such meetings and when such meetings are not held during the regularly scheduled duty hours of the participants on the day in question. Committees shall not consist of more than five (5) members and shall meet as necessary to administer this Agreement.

Section 3.10. Contracting Out of Bargaining Unit Work. The Employer (City of Lima) shall not contract out any bargaining unit work that would result in a reduction in the number of bargaining unit A employees.

ARTICLE 4 **MANAGEMENT RIGHTS**

Section 4.1. Management Rights. The Labor Council recognizes and accepts the right and authority of the City to determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as:

- A. To determine the functions and programs of the Department;
- B. To determine the standards of services to be delivered;
- C. To determine the overall budget;
- D. To determine how technology may be utilized to improve the Department's operations;
- E. To determine the Department's organizational structure;
- F. To direct, supervise, evaluate, or hire employees;

- G. To maintain and improve the efficiency and effectiveness of the Department's operation;
- H. To determine the overall methods, processes, means, or personnel by which the Department's operations are to be conducted;
- I. To suspend, discipline, demote, or discharge for just cause or layoff, transfer, assign, schedule, promote, or retain employees;
- J. To determine the adequacy of the work force;
- K. To determine the overall mission of the Department as a unit of government;
- L. To effectively manage the work force; and
- M. To take actions necessary to carry out the mission of the Department as a governmental unit.

The Labor Council recognizes and accepts that all rights and responsibilities of the City not specifically modified by this Agreement shall remain the exclusive function of the City.

ARTICLE 5
NON-DISCRIMINATION/GENDER

Section 5.1. Discrimination. Neither party will discriminate against any bargaining unit employee on the basis of age, sex, race, religion, ancestry, marital status, national origin, disability/handicap, genetic information, military status, or affiliation with or non-affiliation with the Labor Council. The Labor Council shall share with the City the responsibility for applying this provision of this Section.

Section 5.2. Gender. 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. Words, whether in the masculine, feminine, or neutral genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders, it is understood that the use is for convenience purposes only and is not be interpreted to be discriminatory by reason of sex.

ARTICLE 6
REPRESENTATION RELEASE TIME

Section 6.1. Ohio Labor Council Business. The Labor Council representatives or designees shall be granted time off without loss of pay or benefits an aggregate of forty-eight (48) hours per year for the duration of this Agreement to perform Labor Council functions including OLC conference and convention. Labor Council representatives may also serve as the Grievance Chairman and serve on the Labor/Management Committee.

Section 6.2. F.O.P. Lodge President. The F.O.P. Lodge President is the highest ranking Lodge Official. The Lodge President will be permitted sufficient time off during the workweek to attend to Lodge matters within the employee's capacity. The Lodge President's time off shall not exceed twenty-four (24) hours per calendar year.

Section 6.3. Conditions of Release. As a condition for the use of release time under this Article, the employee representative shall provide a written request to the Chief of Police at least five (5) days in advance of the date upon which the employee representative or the representative's designee desires to utilize any release time in excess of two (2) hours.

During the representative's term of office, the employee representative shall continue to be required to report daily to the employee's supervisor at the assigned shift starting time, unless waived by the Employer for a given occurrence of absence, and the employee shall be required to apprise the supervisor of the employee's whereabouts at all working times while the employee is performing the duties allowed by this Article.

During such service in this post, the Lodge Official shall continue the entitlement to wages, fringe benefits, seniority accrual, and all other benefits allowed a bargaining unit member as though the bargaining unit member were at all times performing the job-related duties.

The Lodge Official will be required to drop or forego any of the activities allowed by this Section, upon the direction of the Lodge Official's supervisor, for the purpose of assisting in emergency police work. But for an emergency situation, sufficient time to perform Lodge functions will not be unreasonably limited by the Administration or supervisor nor will the Lodge Official devote unnecessary City paid time to these functions. None of the duties of the Lodge Official herein described may be conducted on City paid overtime hours, nor shall they be conducted if City paid overtime hours is required to fill the vacancy.

Section 6.4. Conventions. FOP Lodge delegates shall be granted time off without loss of pay or benefits to attend the annual FOP State Convention and State FOP Conferences. The employee so released shall be allowed to change the employee's days off for that week to coincide with the convention dates. Such release time shall be requested in writing fourteen (14) days in advance. The Chief shall not withhold permission for the utilization of release time hereunder except in the event of an emergency.

The first elected or appointed employee from the Lima Police Department to a State F.O.P. or Ohio Labor Council office shall be granted time off without loss of pay not to exceed seventy-two (72) hours per year.

Section 6.5. Official Roster. The Labor Council/F.O.P. shall provide to the City an official roster of its officers and representatives within thirty (30) days of the effective date of this Agreement. This roster will be updated within thirty (30) days of any change, and will include the following:

A. Name

B. Immediate Supervisor

C. Position Held

The City agrees that this roster shall not be made available to the public by the City, and only City employees with a legitimate need to know shall have access to the roster, and that unlisted home telephone numbers will not be shared with anyone outside the Police Department.

The Labor Council shall notify the City which representative shall be designated to receive official notices from the City.

ARTICLE 7

NO STRIKE/NO LOCKOUT

Section 7.1. No Strike. Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, including resolution by an impartial third party, the City and the Labor Council recognize their mutual responsibility to provide for uninterrupted services to the citizens of Lima. Therefore:

The Labor Council agrees that neither it, its officers, agents, representatives, nor any employees covered by this Agreement will authorize, instigate, cause, aid, condone, or participate in any strike or work stoppage for the duration of this Agreement. When the City notifies the Labor Council by telephone, verified by certified mail, that any employee covered by this Agreement is engaged in any strike activity, the Labor Council shall notify striking employees that they are required to return to work and if they refuse, then they become subject to the provisions of Section 4117 of the Ohio Revised Code.

Section 7.2. No Lockout. The City agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of members of the Labor Council as a result of a labor dispute with the Labor Council, provided the Labor Council members are not in violation of Section 7.1 of this Article.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 8.1. Grievance Defined. A grievance shall be defined as an allegation by bargaining unit employee that there has been a breach, misinterpretation, or improper application of a term or provision of this Agreement.

Section 8.2. Qualifications. A grievance can be initiated by the Labor Council or any aggrieved bargaining unit member.

Section 8.3. Jurisdiction. Where the alleged grievance involves a suspension, demotion, or discharge of a non-probationary employee, appeal shall be by the remedies specified in the Grievance Procedure provisions of this Agreement. No such actions shall be appealable to the Civil Service Commission. A grievance that involves a written reprimand may be appealed to Steps 1-2 of the grievance procedure only.

Section 8.4. Grievance Representatives. The Labor Council may designate not more than one (1) grievance representative and one (1) alternate to administer this Article. Representatives shall not receive overtime pay to engage in the grievance process.

Section 8.5. Duties of Grievance Chairman. The authorized functions of the Grievance Chairman, and the named alternate who shall serve as Grievance Chairman in the absence or unavailability of the Grievance Chairman, shall include the following:

- A. Representing the member in investigating and processing grievances beginning at Step 1 of this procedure.
- B. Replacing a grievance representative who is absent or unavailable.
- C. General supervision and coordination of grievances in process, and of grievance representatives.
- D. Act as liaison between the Administration and the Labor Council on matters concerning grievances and this Agreement.

A Chairman shall be released from the Chairman's normal duty hours, upon approval of the Chairman's supervisor, to participate in the aforementioned duties without loss of pay or benefits. Such approval will not be unreasonably withheld, and the withholding of such approval shall result in an automatic, equivalent extension of time limits within which a grievant must appeal the grievance or have it heard. A Grievance Chairman shall be allowed reasonable necessary time during the Chairman's scheduled working hours to perform the aforementioned duties and shall notify the Chairman's supervisor in advance of such duties.

Section 8.6. Grievance Procedure.

Step 1:

- A. A member having an individual grievance will first attempt to resolve it informally with the member's immediate supervisor. However, a grievance involving lost pay or time shall be submitted directly to Step 2. Such attempt at informal resolution shall be made by the member-grievant within seven (7) of the member's working days following the events or circumstances giving rise to the grievance having occurred or is first known by the member-grievant. Grievances brought to the attention of the supervisor (except for automatic time extensions as hereinafter described in Section

8.8) beyond the seven (7) working day time limit shall not be considered. At this Step, there is no requirement that the grievance be submitted, or responded to in writing. However, a grievance representative may accompany the grievant should the grievant request the representative's attendance. If a supervisor grants a grievance at verbal levels, written acknowledgement of granting such grievance shall be furnished. If the member is not satisfied with the oral response from the immediate supervisor, which shall be given within three (3) days of the submission of the grievance, at this Step, the grievant may pursue the formal steps which follow. Before a grievance and proposed solution is placed in writing by a member pursuant to Step 1, such grievance shall be screened by the member's grievance representative.

Step 2:

- A. Should the member-grievant not be satisfied with the answer in Step 1, within seven (7) of the member's working days thereafter the member-grievant may appeal the grievance to Step 2 by delivering a copy of the Grievance Form, containing the response at the prior Step and any other pertinent documents, to the office of the Chief of Police, or the Chief's designee. The Chief or designee shall date the form, accurately showing the date the office received the form.
- B. Within seven (7) of the Chief's working days of receipt of the Grievance Form, the Chief or the Chief's designee shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the Grievance representative. The grievance representative will bring with him to the meeting the member-grievant.
- C. In the meeting called for at this Step, the Chief or the Chief's designee shall hear a full explanation of the grievance and the material facts relating thereto.
- D. Within seven (7) of the Chief's working days of the meeting in this Step, the Chief shall submit to the grievance representative a written response to the grievance.

Step 3:

- A. Should the member-grievant not be satisfied with the answer in Step 2 within five (5) of the member-grievant's working days thereafter the member-grievant may appeal the grievance to the Step 3 by delivering a copy of the Grievance Form, containing the written responses at the prior steps and any other pertinent documents, to the office of the Mayor. The Mayor (or designee) shall date the form, accurately showing the date the Mayor's office received the form.
- B. Within ten (10) of the Mayor's working days of receipt of the Grievance Form, the Mayor shall investigate the grievance, and if the Mayor deems a meeting necessary, shall schedule and conduct a meeting to discuss the grievance with the grievance representative. The grievance representative may bring to the meeting the member-grievant.

- C. If there is a meeting called for at this Step, the Mayor shall hear a full explanation of the grievance and the material facts relating thereto.
- D. Within ten (10) of his working days of the meeting in this Step, the Mayor shall submit to the grievance representative a written response to the grievance.

Step 4:

- A. If the member-grievant is not satisfied with the answer in Step 3, within fourteen (14) calendar days thereafter the Labor Council may appeal to arbitration as follows:
- B. Within ten (10) calendar days of receipt of intent to file under the grievance arbitration procedure, the City and the Labor Council shall by joint letter, solicit a panel of nine (9) arbitrators with National Academy of Arbitrators credentials from the Federal Mediation and Conciliation Service (Ohio Panel). The parties may mutually agree to use the services of the American Arbitration Association (AAA). The parties shall alternately strike the names of the arbitrators until only one (1) name remains. A date for arbitration shall be set in accordance with the wishes of the parties and the availability of the arbitrator. Each party has the right to reject a submitted panel and request another from the agency supplying the list.
- C. The arbitrator shall have no authority to add to, detract from, or modify or amend this Agreement or establish wage rates not negotiated as part of this Agreement.
- D. The arbitrator shall reduce the award to writing and state the reasons for reaching the decision. Said award shall be submitted to the parties not later than sixty (60) calendar days after the close of the hearing or the submission of post-hearing briefs, whichever is later. All decisions of the arbitrator shall be final and binding upon the City, the Labor Council and the grievant. The cost and fees of the arbitrator shall be borne equally by both parties.

Section 8.7. Time Off For Presenting Grievances. A member and grievance representative shall be allowed time off from regular duties for attendance at scheduled meetings under the Grievance Procedure, with prior approval of their respective supervisors, without loss of pay or benefits.

Grievance representatives shall be allowed adequate time, as approved by the supervisor, off the job with pay, to conduct a proper investigation of each grievance. Such approval will not be unreasonably withheld, and the withholding of such approval shall result in an automatic equivalent extension of time limits within which a grievant must appeal the grievance or have it heard.

Section 8.8. Time Limits. It is the City's and the Labor Council's intention that all time limits in the above Grievance Procedure shall be met. To the end of encouraging thoughtful responses at each Step, however, the grievance representative and the Administration's designated representative may mutually agree to short time extensions for the Administration's answer, but any such agreement must

be in writing and signed by both parties. Similarly, any Step in the Grievance Procedure may be skipped on any grievance by mutual consent. In the absence of such mutual extensions, at any Step where a response is not forthcoming within the specified time limits, shall automatically entitle the grievant to proceed to the next Step.

Section 8.9. Representatives in Meetings. In each Step of the Grievance Procedure outlined in Section 8.6, certain specific representatives are given approval to attend the meeting therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible Step of the Grievance Procedure it may be beneficial that other representatives not specifically designated, be in attendance. Therefore, it is intended that either party may bring in additional representatives to any meeting in the Grievance Procedure, providing such additional representative or representatives have input which may be beneficial in attempting to bring resolution to the grievance.

Section 8.10. Grievance Form. The Labor Council shall develop and supply to the grievance representative a Grievance Form. Copies of the completed form, including the action taken, will be distributed as provided in Section 8.6.

Section 8.11. Working Days. For the purposes of counting time, "working days" as used in this Agreement will not include scheduled days off, approved leaves or holidays.

Section 8.12. Access to Documents/Materials. All documents and other materials upon which the City relies as the basis for action taken that gave rise to the grievance shall, upon request, be furnished to the Labor Council. The Labor Council will, upon request, furnish to the City all documents and other materials upon which it relies as the basis for its position on the grievance.

Section 8.13. Miscellaneous.

- A. In the event the Labor Council determines, at any level of the Grievance Procedure, that a grievance should not be carried further, the grievant may continue the procedure alone.
- B. Any employee may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any Step to lapse without further appeal.
- C. No employee may be represented in this Grievance Procedure by any union organization other than the Fraternal Order of Police, Ohio Labor Council, Inc. or its affiliates.
- D. No records, documents, or communications concerning a grievance, other than the grievance and related paperwork, shall be placed in the employee's personnel file solely because an employee participated in this procedure.

ARTICLE 9
SENIORITY

Section 9.1. Definition. Seniority means an employee's length of continuous service with the Employer since the employee's last date of hire. Departmental seniority shall mean an employee's length of continuous service with the Department. Classification seniority shall be calculated on the basis of an employee's length of continuous service within a classification.

Notwithstanding the paragraph above; seniority time shall be prorated to reflect those periods of absence due to leave of absence or suspension.

Section 9.2. Seniority List. Every three (3) months, the Employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Labor Council when it is posted.

Section 9.3. Prior Service Exception. Any employee hired after January 1, 1990, and who had been previously employed by the Police Department of the City of Lima, with an interruption of no more than five (5) years in the employee's term of service for whatever reason, shall be entitled to credit for such prior service for purposes of computing vacation time and accumulated sick leave only.

Section 9.4. Probationary Period. A newly promoted employee will be required to successfully complete a twelve (12) month probationary period. A newly promoted employee who evidences unsatisfactory performance may be returned to the employee's former position any time during the employee's probationary period, which may be appealable to the grievance procedure contained herein.

Section 9.5. Termination of Seniority. The following situations constitute breaks in continuous service for which seniority is lost:

- A. Discharge for just cause;
- B. Retirement;
- C. Layoff for more than two (2) years;
- D. Failure to return to work within twenty-one (21) calendar days of a recall from layoff;
- E. Failure to return to work at the expiration of a leave of absence; and
- F. Resignation.

ARTICLE 10
LAYOFF AND RECALL

Section 10.1. Layoff Notification. When the City determines that a layoff or job abolishment is necessary, the City shall notify the affected employees fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. The City, upon request from the Labor Council, agrees to discuss with representatives of the Labor Council the impact of the layoff on bargaining unit employees.

Section 10.2. Layoff. The City shall determine in which classifications layoffs will occur and layoffs of bargaining unit employees will be by classification. Employees shall be laid off within each classification in order of classification seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. In the event two (2) or more employees began work on the same day, their respective appointment times shall determine seniority listing. Bargaining unit members in Unit A will have the right to bump into the lower ranking Unit B, if the Bargaining unit member's seniority qualifies.

Section 10.3. Recall Notification. Notice of recall shall be sent to the employee, by certified mail with a copy to the Labor Council. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last address provided by the employee.

If a bargaining unit member has bumped back from Unit A into Unit B, the bargaining unit member shall be reinstated to a vacancy in the member's prior rank before any member is installed to a position in that rank.

Section 10.4. Time Limits. An employee shall be eligible for recall for a period of two (2) years after the effective date of the layoff. When the Employer recalls persons off the recall list, they shall be recalled to the employee's previous classification, but not necessarily to the shift the employee was working when laid off. Vacancies in a classification shall not be filled until all employees eligible for recall to that classification have been offered recall.

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

Section 10.5. Probationary Period. Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at layoff shall be required to finish such probationary period.

Section 10.6. The provisions of this article specifically supersede the layoff and recall rules and regulations of the City of Lima Civil Service Board and O.R.C. Section 124.37.

ARTICLE 11
LABOR/MANAGEMENT MEETINGS

Section 11.1. Meetings. In the interest of sound Labor/Management relations, the Labor Council and the City will meet at agreeable dates and times for the purpose of discussing those matters outlined in Section 11.2 below. Normally, meetings held within this Article will be once every three (3) months unless matters of urgent nature require additional meetings. Normally, no more than two (2) employee representatives of the Labor Council four (4) representatives of the City, and one (1) non-employee representative of the Labor Council shall be permitted to attend such meetings.

Section 11.2. Agenda. The party requesting the meeting shall furnish an agenda with the request for the meeting. The Labor Council will furnish names of the Labor Council employees who will be attending. Subjects that may be discussed at these meetings shall include (but not limited to) the items listed below.

- A. Discuss the administration of this Agreement;
- B. Notify the Labor Council of changes made by the City which may affect bargaining unit members;
- C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Give the Labor Council representatives the opportunity to share the view of members and/or make suggestions on subjects of interest to the members;
- F. Discuss ways to improve efficiency and work performance; and
- G. Consider and discuss health, safety, and training matters.

Section 11.3. Reports. Labor Council employee representatives attending Labor/Management meetings shall not suffer a loss in pay for hours spent in such meetings, if held during the employee's regular scheduled hours of work.

Written responses promised by the City representatives during such meetings to items raised by Labor Council representatives will be submitted to the Labor Council representatives who attend such meeting within five (5) calendar days after such meeting, unless the parties mutually agree to a time extension. The Labor Council may submit a written report as a result of such meetings.

ARTICLE 12
INVESTIGATIONS AND DISCIPLINE

Section 12.1. Internal Investigations.

- A. Employees shall be informed of basic facts of an incident prior to any questioning, and shall be informed to the extent known at that time, whether the investigation is focused on the member for potential charge.
- B. Before an employee may be charged with insubordination for failure to answer questions or for failure to participate in an investigation, the employee shall be advised that such conduct, if continued, may be the basis for such a charge. During interviews where an action of record may occur, if an employee desires, the employee shall be given a reasonable opportunity to consult with and/or have present the appropriate Labor Council representative before being required to answer questions. The Labor Council representative is bound by the same confidentiality as the employee.
- C. Any interrogation, questioning, or interviewing of an employee will be conducted at hours reasonably related to the employee's shift, preferably during the employee's working hours. Interrogation sessions shall be for reasonable periods of time, and time shall be allowed during such questioning for rest periods and attendance to other physical necessities.
- D. All interrogations and/or interviews of members conducted in conjunction with an investigation shall be tape recorded by the City at the request of either party. The member may also tape the meeting at the member's expense. If the employee's statement is reduced to writing, the employee or representative authorized by the employee shall be given a copy of said statement.
- E. When any anonymous complaint is made against an employee and if after an investigation there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded.
- F. Any employee, who is charged with violating Department Rules and Regulations/General Directives that could result in the loss of pay, will be provided access to transcripts, reports, records, lists, written statements, and tapes pertinent to the case.
- G. The employee shall be informed of the nature of the investigation prior to questioning. At any time an investigation concerning an employee occurs wherein disciplinary action of record, suspension, reduction, or removal will or may result, the employee will be notified when first questioned, and that such result is possible.
- H. The City may request to use a polygraph machine or any other mechanical or electrical means to investigate the truth of statements made by members. No member shall be required to submit to such tests and no disciplinary action shall be taken against members who refuse to permit any such tests.

- I. The City shall not in the course of an investigation obtain evidence through the use of threats, coercion, promises, or administrative pressures.
- J. Any employee who has been under investigation shall be informed, in writing, of the conclusion of the investigation. All investigations, except those concerning criminal investigations, shall be completed within forty-five (45) calendar days after probable cause has been established that a formal investigation shall commence. The bargaining unit employee will be notified at that time. Extensions may be mutually agreed to by the parties.

Section 12.2. Disciplinary Procedure.

- A. No employee shall be disciplined, except for just cause.
- B. The principles of progressive disciplinary action will be followed with respect to minor offenses. It shall be corrective and applied in a uniform manner. Normal progressive discipline shall consist of an oral warning, written reprimand, short-term suspension, and either a long-term suspension, demotion, or discharge.

Working suspensions may be utilized by the Employer in lieu of short-term or long-term suspensions. Working suspensions shall constitute corrective action of record and shall be placed in the employee's personnel file.
- C. The City shall take corrective action deemed necessary by the circumstances on a case-by-case basis.
- D. The City agrees not to suspend, demote, or discharge an employee without first conducting a hearing. This hearing is to be held between the City, the employee, and a Labor Council representative if the employee so desires. Hearings where practical shall be conducted at hours reasonably related to the employee's shift, preferably during the employee's work hours. Employees shall be given at least twenty-four (24) hours advance notice of the hearing date and time.
- E. The City agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.
- F. In cases where a suspension of thirty (30) days or less has been imposed on a bargaining unit employee, the Employer may offer the employee the option to forfeit accrued leave time (vacation, compensatory time, and personal holidays). The forfeiture shall be one (1) hour of leave for each hour of proposed suspension.

The type of leave shall be the employee's choice. The forfeiture of leave shall constitute corrective action of record and shall be placed in the employee's personnel file. The forfeiture of leave shall constitute the final resolution of the departmental charges. Once accepted by the employee, forfeiture of leave is not subject to appeal.

No public disclosure of any disciplinary action taken or proposed against any employee shall be initiated by the Employer unless and until criminal charges have also been filed.

ARTICLE 13
DRUG/ALCOHOL TESTING

Section 13.1. Testing. Drug/alcohol testing may be conducted on employees (pre-hire, post-incident, reasonable suspicion, or randomly using a valid method of selection).

Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
- B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use or trafficking;
- D. Information provided either by reliable and credible sources or independently corroborated;
- E. Evidence that an employee has tampered with a previous drug test; and
- F. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

A bargaining unit employee may of the employee's own volition, even if not ordered to do so, undergo a drug and/or alcohol screening test if the employee is involved in an on-duty incident or accident involving bodily injury, extensive property damage, or death. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

The random test selection will be done by the testing laboratory, performed four (4) times throughout the year and consist of a maximum of ten percent (10%) of the number of bargaining unit employees rounded to the nearest whole number. When the City goes to Level III Drug Free Workplace Program of the Bureau of Workers' Compensation the maximum number of bargaining unit employees tested will be changed from ten percent (10%) to twenty-five percent (25%).

Section 13.2. Screening. All drug screening tests shall be conducted by medical laboratories certified by the Department of Health and Human Services or certified by a DHHS recognized certification program. No test shall be considered positive until it has been confirmed by a gas

Chromatography/Mass Spectrometry full scan test or its equivalent. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article. The split sample method of collection shall be used following prescribed testing procedures.

Section 13.3. Alcohol Testing. Alcohol testing shall be done to detect drivers operating a motor vehicle under the influence. A positive result of a blood alcohol concentration of .03% or above shall entitle the Employer to proceed with sanctions as set forth in this Article.

Section 13.4. Testing Results.

- A. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.
- B. The Employer may suspend the employee without loss of pay before the time the confirmatory test results are complete. If the screening test and confirmatory test are positive, the Employer may discipline the employee. The use of illicit substances, on or off duty, will ordinarily result in termination. The improper use of prescription drugs and/or alcohol may result in a lesser discipline, depending upon the relevant circumstances. Such discipline must be uniform in its application.

Section 13.5. Retesting Procedure.

- 1. If a drug screening test is positive, the employee may, upon written request have the split sample retested by a DHHS certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result.
- 2. In the event the retested split sample confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this Article.
- 3. In the event that the retested split sample contradicts the result of the first test, the retested split sample result is determined to be the final result. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.

Section 13.6. Laboratory. The name of the testing laboratory shall be maintained by the Employer. This laboratory shall conduct any testing directed by the Employer.

Section 13.7. Employee Sanctions. If the testing required above has produced a positive result, the Employer may take disciplinary action and/or require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave, and personal holidays for a period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to his former position. Such employee may be subject to periodic retesting upon returning to the employee's position for a period of one (1) year from the date of the employee's return to work. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay for a period not to exceed ninety (90) days.

Section 13.8. Failure to Comply. If the employee refuses to undergo rehabilitation or detoxification, or if the employee tests positive during a retesting within one (1) year after return to work from such a program, the employee shall be subject to disciplinary action up to and including termination of his employment.

Section 13.9. Costs. Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

Section 13.10. Records of Results. All tests results and actions taken under or pursuant to this Article shall be kept confidential in accordance with and subject to state and federal law.

ARTICLE 14

PERSONNEL FILES

Section 14.1. Personnel File. There shall be only one (1) official personnel file per employee maintained by the City.

- A. Every member shall be allowed to review that member's personnel file at any reasonable time upon written request. A member may also authorize an attorney to review the personnel file. Such request shall be made to the Chief and review of the file shall be made in the presence of the Chief or the Chief's designated representative.
- B. Any member may copy documents in the member's file. The City may levy a charge for such copying. Such charge shall bear a reasonable relationship to actual costs, and will be the same charge made to the general public.

- C. If upon examining the personnel file, any member has reason to believe that there are inaccuracies in documents contained therein, the member may write a memorandum to the Chief explaining the alleged inaccuracy. The Chief shall attach the memorandum to the document in the file and shall note thereon the agreement or disagreement with the memorandum's contents.
- D. Except for routine hiring material and Workers' Compensation claims material, no document which does not include as part of its normal distribution a copy to the member, or which does not originate with the member, shall be placed in the personnel file unless the member is simultaneously provided a copy. Anonymous material shall never be placed in a member's personnel file. Any employee's signature on a document shall mean the employee has seen the document and not that the employee agrees with its content unless it is so stated on the document. The member shall be the last person to sign a document and no comments may be made on recorded copies thereafter.
- E. Records of written reprimands shall cease to have force and effect or be considered in future discipline matters two (2) years after their effective date, providing there are no intervening disciplinary actions taken during that time period.

Records of suspension, demotion, or discharge shall cease to have force and effect or be considered in future discipline matters three (3) years after their effective date, providing there are no intervening disciplinary actions taken during that time period. Upon request of the employee, outdated records shall be removed from the employee's personnel file and shall be stored in a separate area to await destruction by the proper method as prescribed in the Ohio Revised Code.
- F. A supervisor may retain private written notes to document an oral reprimand, but such notes shall not be placed in a member's personnel file or other official records of the City.
- G. In any case in which an action of record is disaffirmed through the Grievance Procedure, the member's personnel file shall clearly reflect such action.

ARTICLE 15
ORDINANCES, RULES, AND REGULATIONS

Section 15.1. Ordinances. The City agrees, upon request, to furnish the Labor Council with a copy of any ordinance pertaining to the Police Department which is pending before the Lima City Council.

Section 15.2. Rules and Regulations/General Directives. The City agrees that Rules and Regulations/General Directives of the Police Department shall be furnished to all members of the bargaining units electronically or in written hard copy.

To the extent possible the City agrees that amendments to the Rules and Regulations/General Directives shall be provided to the Labor Council electronically or in written hard copy fourteen (14) days in advance of their implementation. The Labor Council or any member of the bargaining unit may request a meeting of the Labor/Management Committee to seek clarification or to present alternative viewpoints with respect to such amendments.

The Rules and Regulations/General Directives shall be applied and interpreted consistently by the City and may not violate any provision of this Agreement.

Nothing herein shall be construed in any manner as a limitation on the City's right to alter its work rules, policies, or directives.

ARTICLE 16

MISCELLANEOUS NON-ECONOMIC

Section 16.1. Safety Policy. The City agrees to maintain in safe working condition all facilities, vehicles, and equipment furnished by the City to carry out the duties of each bargaining unit position, but reserves the right to determine what those facilities, vehicles, and equipment shall be. The Labor Council agrees to work cooperatively in maintaining safety in the Lima Police Department.

Section 16.2. Safe Equipment. The City agrees to discuss safety conditions and practices with the employees and the Labor Council. Employees are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for facilities, vehicles, supplies, and equipment provided by the City.

Section 16.3. Training. The City agrees to supply training, equipment, and materials for such training as is required by the State or City as a condition of employment.

Section 16.4. Meal Periods. Each employee of the bargaining unit shall be granted a one-half (½) hour meal period during each regular work shift. Those employees required to remain on duty and on call during their meal period, shall have the meal period considered as part of their standard work day schedule. Except for a call requiring immediate action, the employee's meal period shall not be interrupted.

Section 16.5. Firing Range. Bargaining unit employees shall qualify on the firing range with the City-issued weapon at least once each year at no cost to the officer. The dates for qualification shall be set by the Chief. Each officer shall qualify with other weapons to be carried on duty. Officers failing to qualify on the first attempt shall be given at least two (2) additional times through the course to qualify. Failure to qualify at this point will result in the employees being assigned to a non-sensitive position for a period of no more than ten (10) working days. During this ten (10) day period, the City shall provide training to help the employee qualify. No City paid overtime shall be required for additional training during this ten (10) day period.

Section 16.6. Parking.

- A. The parking lot on the north side of the Hall of Justice will be designated excepting assigned parking as parking for members of the Lima Police Department only.
- B. Additional parking for the Police Department will be assigned in the City-owned lot north of the former municipal building.
- C. Members of the Lima Police Department will be provided with blue parking permits.

Section 16.7. Residency. If state law changes in any way to permit reimplementation by the City, if a court of competent jurisdiction permits reimplementation by the City, or if the City determines its ability to re-implement residency, the following residency requirement shall be in effect: Bargaining unit employees hired subsequent to the date of implementation shall maintain a primary and permanent residence within the City limits of Lima, Ohio within six (6) months after completion of the probationary period. The employee will maintain a residence which establishes the bargaining unit employee's ongoing physical presence to make that employee available the majority of the employee's non-work time to be called in to work for emergencies or other assignments.

Section 16.8. Copies of Agreement. The Labor Council will provide all employees in this bargaining unit a copy of the Agreement within thirty (30) days after filing with SERB.

ARTICLE 17
HOURS OF WORK AND OVERTIME

Section 17.1. Intent. This Article is intended to define the hours of a work day, hours of a work week, and to define the basis for the calculation of overtime.

Section 17.2. Work Day and Work Week. A work day shall consist of eight (8) hours during a scheduled work shift. Except to accommodate change of shifts or days off, a work week shall consist of five (5) work days followed by two (2) consecutive days off.

The Employer may develop a schedule of ten (10) hour, twelve (12) hour, or twenty-four (24) hour work days for sections of the Department. Such ten (10) hour, twelve (12) hour, or twenty-four (24) hour work day schedule will not be implemented without mutual agreement between the Labor Council and the Employer. Implementation of a ten (10) hour, twelve (12) hour, or twenty-four (24) hour work day schedule will be for not less than a thirty (30) calendar day period or for more than a ninety (90) calendar day period, unless otherwise agreed by the Employer and the Labor Council.

Section 17.3. Overtime. For employees on an eight (8) hour schedule hours worked in excess of eight (8) hours in one (1) day, or forty (40) hours in one (1) week shall be paid at one and one-half (1½) times the employee's regular straight-time hourly rate, except as stated in Section 17.8 below.

For employees on a ten (10) hour schedule, all hours worked in excess of ten (10) hours in one (1) day or eighty (80) hours in a two (2) week pay period shall be paid at one and one-half (1 1/2) times the employee's regular straight-time hourly rate.

The work week shall be computed between 12:01 a.m. on Saturday of each calendar week and 12 o'clock midnight on the following Friday. Employees may not be rescheduled after the start of the work week for the purpose of avoidance of overtime.

Time worked on the first or second consecutive regular days off due to work schedules being changed at the request of the member or trading days off by mutual consent of members, or time worked as a result of changing shifts where there is a continuous twenty-four (24) hours per day operation and/or a continuous seven (7) day per week operation, is not subject to premium rates.

The words "hours worked" as used in this Agreement shall include all hours during which the member is on paid status.

Section 17.4. Call-In Pay. Any employee who is recalled to work after leaving work or on a day when the employee is not scheduled to work for an overtime work assignment or court time, shall be given a minimum of four (4) hours work or four (4) hours pay at the employee's regular hourly rate, providing that the time worked or paid for does not abut the employee's workday and applies only once in any four (4) hour period.

An employee will not be eligible for the minimum of four (4) hours if the court time is scheduled within thirty (30) minutes of the end of the employee's shift; however, the employee will be paid the employee's applicable hourly rate of pay for the time period between the end of the employee's shift and the court time.

An employee called in to work for an overtime work assignment or court time during the employee's regularly scheduled vacation (forty [40] hour work week or more scheduled by the January 1 annual sign up date) for other than an emergency shall be given a minimum of four (4) hours work or pay at two (2) times the employee's regular hourly rate of pay.

Section 17.5. Court Time. Court time, for the purpose of paragraph 17.4, above, shall be defined as any time when an employee is required to appear in any criminal proceedings or civil proceedings as a result of the employee's position with the Employer.

Section 17.6. Work Schedule.

- A. An employee's work schedule is defined as the employee's regular shift assignment, days off, and unit assignment. Except for emergencies or changes posted fourteen (14) days in advance by the Chief, any required deviation from a member's work schedule as found on the Department's assignment roster shall require the Department to pay for all such hours of deviation at one and one-half (1 1/2) times the member's regular hourly rate. The employee may waive the fourteen (14) day notice.

- B. The Employer shall have the right to adjust the starting and ending times of officer's shifts to ensure officers are on-duty during periods of roll call. The requirements to pay time and one-half if there is not fourteen (14) days notice shall not apply to such adjustments if the starting and ending times are adjusted by one (1) hour or less.

Section 17.7. Compensatory Time Bank. Employees, at their option, may accumulate up to ninety-six (96) hours of compensatory time. Time will accumulate at the rate of one and one-half (1½) hours for each hour worked. Upon separation from service for any reason, members shall be paid at the employee's current rate of pay for all accumulated hours of time.

Upon request, and approval by the Chief or the Chief's designee, compensatory time may be taken in one (1) hour segments or more.

When a member dies while in paid status in the City service, any unused compensatory time to the member's credit shall be paid in a lump sum to the surviving spouse or the estate of the deceased.

Section 17.8. Roll Call Duty. Patrol Division sergeants and lieutenants shall report for duty ten (10) minutes prior to the start of their shift and prepare for and supervise roll call on their regularly scheduled duty days. On each workday a sergeant and/or lieutenant reports for duty to supervise roll call they will receive ten (10) minutes of compensatory time at straight time rate plus fifty percent. This will be part of the employee's compensatory time bank. Sergeants and lieutenants will be expected to keep their compensatory time balance sufficiently below the ninety-six (96) hours maximum in order to absorb those additional roll call compensatory time hours. If an employee approaches or reaches the ninety-six (96) hours balance the Chief will order that they forfeit roll-call time and/or the Chief will order the employee off on compensatory time to bring the employee's balance to a point the employee can absorb the roll-call time.

Section 17.9. Pyramiding. There shall be no pyramiding of premium pay for the same hours worked.

Section 17.10. Shift Requests. Members of bargaining unit A will have the opportunity to request shifts based upon classification seniority. During the month of September of the preceding year in which the schedule takes effect, a request for shift change form will be completed by each non-probationary employee desiring a change in shift by making a choice of shift for the following calendar year. The request will be filled at the discretion of the Chief of Police or designee. An employee denied a request for shift may schedule a meeting with the Chief or designee to confer about the reason for the denial.

This provision will apply only to the annual shift request by classification seniority and will not be utilized for assignments or openings that may occur due to restructuring, retirements, resignations, or other issues that may create openings in schedules that need to be filled throughout the year.

ARTICLE 18
WAGES

Section 18.1. Wage Steps.

A. Effective January 1, 2013, all employees covered by this Agreement shall be paid in accordance with the following schedule (2.0% general increase):

<u>Position</u>	<u>Start</u>	After <u>6 mos.</u>	After <u>8 yrs.</u>	After <u>14 yrs.</u>	After <u>18 yrs.</u>	After <u>22 yrs.</u>
Lieutenant	\$30.96	\$31.38	\$31.65	\$31.92	\$32.21	\$32.45
(Biweekly)	\$2476.80	\$2510.40	\$2532.00	\$2553.60	\$2576.80	\$2596.00

<u>Position</u>	<u>Start</u>	After <u>6 mos.</u>	After <u>8 yrs.</u>	After <u>14 yrs.</u>	After <u>18 yrs.</u>	After <u>22 yrs.</u>
Sergeant	\$26.47	\$27.53	\$27.76	\$28.08	\$28.32	\$28.62
(Biweekly)	\$2117.60	\$2202.40	\$2220.80	\$2246.40	\$2265.60	\$2289.60

B. Effective January 1, 2014, all employees covered by this Agreement shall be paid in accordance with the following schedule:
(2.0% general increase)

<u>Position</u>	<u>Start</u>	After <u>6 mos.</u>	After <u>8 yrs.</u>	After <u>14 yrs.</u>	After <u>18 yrs.</u>	After <u>22 yrs.</u>
Lieutenant	\$31.58	\$32.01	\$32.28	\$32.56	\$32.85	\$33.10
(Biweekly)	\$2526.40	\$2560.80	\$2582.40	\$2604.80	\$2628.00	\$2648.00

<u>Position</u>	<u>Start</u>	After <u>6 mos.</u>	After <u>8 yrs.</u>	After <u>14 yrs.</u>	After <u>18 yrs.</u>	After <u>22 yrs.</u>
Sergeant	\$27.00	\$28.08	\$28.32	\$28.64	\$28.89	\$29.19
(Biweekly)	\$2160.00	\$2246.40	\$2265.60	\$2291.20	\$2311.20	\$2335.20

C. Effective January 1, 2015, all employees covered by this Agreement shall be paid in accordance with the following schedule:
(2.0% general increase)

<u>Position</u>	<u>Start</u>	After <u>6 mos.</u>	After <u>8 yrs.</u>	After <u>14 yrs.</u>	After <u>18 yrs.</u>	After <u>22 yrs.</u>
Lieutenant	\$32.21	\$32.65	\$32.93	\$33.21	\$33.51	\$33.76
(Biweekly)	\$2576.80	\$2612.00	\$2634.40	\$2656.80	\$2680.80	\$2700.80

<u>Position</u>	<u>Start</u>	<u>After 6 mos.</u>	<u>After 8 yrs.</u>	<u>After 14 yrs.</u>	<u>After 18 yrs.</u>	<u>After 22 yrs.</u>
Sergeant	\$27.54	\$28.64	\$28.89	\$29.21	\$29.47	\$29.77
(Biweekly)	\$2203.20	\$2291.20	\$2311.20	\$2336.80	\$2357.60	\$2381.60

The City shall advance the employee to the next highest pay step on the first pay period following the required months of service in each step.

For the 8, 14, 18 and 22 year steps, the employee's anniversary date shall determine his years of service. Payment is based upon total years of continuous service with the City and satisfactory performance evaluation(s) during the preceding twelve (12) month period. Post-hire military time and all approved leave time shall count. Time lost due to suspension or leave without pay shall be deducted from continuous service.

Section 18.2. Pay Rates Due To Personnel Actions.

A. Demotion — Disciplinary:

Whenever an employee is demoted for disciplinary reasons, the employee shall be paid at the top step in the lower range.

B. Demotion — Voluntary:

1. Whenever an employee with permanent status requests and is granted a voluntary demotion, the employee's rate of pay shall be at the maximum rate of the pay range for the position in the lower class.
2. Whenever an employee is laid off due to lack of funds or lack of work in one (1) classification and is entitled to automatic demotion to a lower classification where the employee previously held permanent status, the salary of the employee shall be established in the manner prescribed above.

C. Reappointment:

Whenever an employee is reappointed to a position in a class where the employee previously held permanent status, the rate of pay shall be in the step at which the employee was paid at the time of separation.

D. Return from Military Leave:

Whenever an employee returns from military leave, the employee shall be restored in the employee's former position at the step which corresponds to the step the employee received at the time of departure and in addition, shall be granted any increases to which the employee would have been entitled had the employee not entered military service.

Section 18.3. Certification Pay. Non-probationary sergeants and probationary and non-probationary lieutenants who are presently certified, or subsequently become certified in the following categories during the term of this Agreement will receive an additional \$5.40 per pay for each such certification up to a total of two (2) certifications (\$9.80 per pay) upon approval of the Chief of Police. Employees who receive certification pay must be willing and able to use their training and certification as a part of their normal duties, and will not be paid certification pay while on a suspension. The certification categories are:

- a. Associate degree in law enforcement or business administration
- b. Bachelors degree in law enforcement or business administration
- c. Masters degree in law enforcement or business administration
- d. First Line Police Supervision (OPOTA or OACP approved)
- e. CLEE
- f. Northwestern University School of Police and Command (10 weeks)
- g. Southern Police Institute — Command Officers Development Course (400 hours)
- h. F.B.I. National Academy (11 weeks)
- i. PELC (3 months)

ARTICLE 19 **HOLIDAYS**

Section 19.1. Holidays. The following are designated as paid holidays:

New Year's Day	January 1
Martin Luther King Day	3 rd Monday in January
President's Day	3 rd Monday in February
Good Friday	
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Day After Thanksgiving	4 th Friday in November
Christmas Day	December 25

Section 19.2. Holiday Payment. Employees not scheduled to work on a holiday shall receive an additional day's pay in recognition of the holiday.

An employee working on a holiday shall receive the employee's regular holiday pay for that day plus time and one-half (1½) for all hours worked.

At the employee's option, the holiday premium hours may be added to the employee's compensatory time bank.

The Employer reserves the right to schedule employees to work on a holiday or to be off on a holiday depending upon the operational requirements of the Department.

The following holidays may be worked at the option of the employee if they occur on an Investigations Services employee's regular scheduled work day:

1. Martin Luther King Day
2. President's Day
3. Good Friday
4. Columbus Day
5. Veteran's Day
6. Day After Thanksgiving

The remaining holidays may not be worked without supervisory approval.

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

The following holidays may be worked at the option of the employee if they occur on a Patrol Services employee's regular scheduled workday:

1. New Year's Day
2. Presidents' Day
3. Good Friday
4. Memorial Day
5. Labor Day
6. Day After Thanksgiving

The remaining holidays will be worked by one (1) supervisor, unless otherwise directed by the Employer:

1. Martin Luther King Day
2. Columbus Day
3. Veterans' Day
4. Independence Day
5. Thanksgiving Day
6. Christmas Day

Administrative Services Supervision will follow the language in this section that applies to Investigative Services employees.

ARTICLE 20
PERSONAL HOLIDAYS

Section 20.1. Days. All employees shall receive three (3) personal holidays with pay. Personal holidays in the last year of eligibility shall be prorated. The leave shall be by request, with approval by the employee's supervisor provided adequate supervision exists.

Personal holidays may be carried over to a new calendar year to no more than three (3) years' accumulation if not used or cashed-in during the year received.

In addition to the personal holidays listed above, the employee's birthday shall be a personal holiday. The employee's birthday may be used as a personal day on a different date with the Chief's approval. An employee working a regular shift on their actual birthday shall receive an additional four (4) hours straight time pay.

ARTICLE 21
VACATION

Section 21.1. Amount of Vacation. Employees covered by this Agreement shall be entitled to vacation in accordance with the following schedule:

<u>Years of Service</u>	<u>Vacation Time</u>
1 year but less than 2 years	1 calendar week (accrued at 1.54 hours per pay period)
2 years but less than 8 years	2 calendar weeks (accrued at 3.08 hours per pay period)
8 years but less than 15 years	3 calendar weeks (accrued at 4.61 hours per pay period)
15 years but less than 20 years	4 calendar weeks (accrued at 6.15 hours per pay period)
20 years and more	5 calendar weeks (accrued at 7.69 hours per pay period)

All vacation pay, in accordance with the above schedule, shall be paid at the employee's regularly scheduled rate of pay.

Section 21.2. Vacation Eligibility. In order to be eligible for vacation and pay, an employee must have been continuously employed by the City for at least twelve (12) months.

Section 21.3. Vacation Scheduling. Vacation scheduling shall be arranged with the prior approval of the Chief of Police or designee. Insofar as practicable, vacation time off shall be granted at the times most desired by each employee, with the order of preference being determined on the basis of classification seniority.

Requests for short periods of time (casual vacation) shall be approved by or disapproved by the employee's supervisor.

Section 21.4. Additional Considerations.

- A. At the end of each vacation year, a member in full-time status shall be paid for any vacation balances in excess of maximums fixed by this Article upon certification by the appointing authority that due to emergency work requirement, it is not in the best interests of the City to permit a member to take vacation leave which would otherwise be forfeited.
- B. A member in full-time status who is to be separated from the City employment through removal, resignation, retirement, or layoff and who has unused vacation leave to the member's credit, shall be paid in a lump sum for such unused vacation leave in lieu of granting such member a vacation leave after the member's last day of active service with the City. However, in the case where a member is removed by the City, no compensation will be given for a period of time in which the member's conduct is proven to have caused the removal.
- C. When a member dies during City employment, any unused vacation leave to the member's credit shall be paid in a lump sum to the surviving spouse, or to the estate of the deceased.
- D. Employees shall be required to take at least five (5) days of the employee's vacation on five (5) consecutive scheduled work days or four (4) days if on a 4-10-40 schedule. Any employee who takes vacation time of five (5) consecutive scheduled work days or more shall be able to do so in conjunction with the employee's regular days off.

Vacations of five (5) consecutive scheduled work days or more shall be considered regularly scheduled vacation and vacations of less than five (5) consecutive scheduled days shall be considered "casual" vacation.

Regularly scheduled vacation shall take precedence over casual vacation when vacation requests are submitted, regardless of the seniority of the officers involved.

- E. Vacation leaves may be taken in multiples of one-half (½) day up to thirty (30) consecutive calendar days.
- F. More than one (1) bargaining unit member may be on vacation leave at a time.

- G. No more than three (3) years' accumulation may be carried over into a new calendar year except for inability to schedule vacation due to illness, injury, or for the City's convenience.
- H. After an employee has taken fifteen (15) days vacation in a vacation year, the employee may be paid for additional earned vacation at the employee's straight time hourly rate.
- I. Upon the completion of each calendar quarter, the City shall provide to each employee the number of hours of accrued sick leave and accrued vacation time to date. This notification shall be given with the paycheck for the pay period, including the last day of the quarter.
- J. Once the regularly scheduled vacation has been approved by the Employer, cancellation of vacation days off by the Employer shall be based only on unforeseen emergency needs. In the event an approved vacation is cancelled by the Employer, the employee shall be indemnified by the Employer for loss of unrecoverable monetary deposits for reservations or travel tickets. The employee shall be required to present documentation supporting such a claim.

ARTICLE 22
LEAVES

Section 22.1. Injury Leave.

- A. Any covered employee who is disabled as a result of physical injury suffered in the discharge or performance of the employee's duty shall be entitled to receive full salary during such period of disability, but in no case for a longer period than twelve (12) months without using accumulated sick leave.
- B. The following conditions will apply to injury leave:
 - 1. The employee must file a Workers' Compensation claim to qualify for injury leave.
 - 2. The employee must submit a statement by a physician which shall include a diagnosis and an estimate of recovery time to justify use of injury leave.
 - 3. If the City disputes the injury leave request, the employee shall submit himself to a physical examination conducted by a doctor chosen and paid for by the City.
 - 4. If the doctor chosen by the City disagrees with the employee's doctor, the parties will wait until the Industrial Commission decides the Workers' Compensation claim. If the claim is allowed, the employee will be paid injury leave. On the issue of injury leave, the decision of the Industrial Commission on the employee's Workers' Compensation claim will be determinative.
 - 5. Any payment from Workers' Compensation for a covered claim during the above twelve (12) months period shall be turned over to the City.

- C. Physical injury for purposes of this Article shall be defined as any injury compensable under the Workers' Compensation laws of the State of Ohio, but does not include any disease.
- D. An employee who is injured while in the discharge or performance of the employee's duties who is not temporarily totally disabled, but is temporarily restricted in his normal work duties as determined by the employee's physician or a physician selected by the Employer, may be assigned at the Police Chief's discretion to the Transitional Work Program (i.e., restricted duties).

Section 22.2. Sick Leave. Sick leave may be requested for the following reasons:

- A. Illness of the employee or illness of the employee's immediate family that requires the employee's presence.
- B. Exposure of the employee to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.
- C. Medical, dental, or optical examinations or treatment of the employee, or the employee's current spouse or child during regular work hours when the employee's presence is medically necessary and documented as required.
- D. Childbirth and/or related medical conditions.
- E. Injury of the employee after "Injury Leave" has expired.
- F. Death in the employee's immediate family as defined in this Section after the use of bereavement leave (Section 22.3). The use of sick leave for this purpose will be requested of the Chief of Police by the employee and is subject to the approval of the Chief or the Chief's designee.

An employee requesting sick leave shall notify the employee's immediate supervisor or other designated person, of the fact and the reason, not later than one (1) hour prior to the time the employee is scheduled to report to work on each day of absence unless other arrangements have been made with the supervisor. The employee will submit to such medical examination, nursing visit or other inquiry the City deems necessary.

The Employer may require the employee to furnish a statement from a licensed medical practitioner if medical attention was sought or for any absence in excess of three (3) consecutive days whether for the employee or the employee's immediate family. Such statement shall include the nature of the illness or injury, the treatment given, the prognosis, and the estimated date when the employee can be expected to return to work. Failure of the employee to provide such statement and sick leave use form when requested shall result in the denial of sick leave pay. Falsification of either a signed sick leave statement or a physician's certificate shall be grounds for disciplinary action up to and including discharge.

Upon the employee's request, vacation leave may be used as sick leave after sick leave is exhausted. Employees, who have exhausted sick leave and vacation leave may, at the discretion of the Mayor, be granted an unpaid personal leave of absence, not to exceed six (6) months.

For each completed eighty (80) hours in active pay status, an employee earns 4.6 hours of sick leave. (Active pay status shall be defined as hours worked, hours on approved paid leave, and hours on paid sick leave.) The amount of sick leave time any one employee may accrue is unlimited. Sick leave shall be charged in minimum units of one (1) hour. Employees absent on sick leave shall be paid at the regular rate.

Bargaining unit employees will be eligible for payment of unused sick leave at time of retirement under the Ohio Police and Fire Pension Fund [e.g., those with twenty-five (25) years of service at any age or those with fifteen (15) years of service and a minimum age of forty-eight (48)], one (1) day for each three (3) days of unused sick leave not to exceed sixty-five (65) days. Application for payment of unused sick leave must be made by the retiring employee before his last paycheck is received from the Employer.

An employee who qualifies under the Ohio Police and Fire Pension Fund and elects the "Drop Plan" may have the option for payment of unused sick leave at time of retirement under the Ohio Police and Fire Pension Fund or at the time the employee leaves the employment of the Lima Police Department.

When an employee passes away while in active employment, the surviving spouse or estate of the deceased, will be eligible to receive sick leave payment of fifty percent (50%) of all unused sick leave at the time of death.

When an employee is fatally injured while performing his duties, the surviving spouse or estate of the deceased will be eligible to receive sick leave payment of fifty percent (50%) of all unused sick leave at the time of death.

An employee who becomes qualified for disability retirement under the applicable retirement plan will be eligible for payment of unused sick leave up to a maximum of one hundred twenty (120) days. Disability retirement for this purpose must result from an injury which occurred in the line of duty.

After employees have accumulated ninety-five (95) days of sick leave, the employee (at the employee's option) may trade five (5) days sick leave for five (5) days vacation one (1) time per year.

For the purposes of this Section, immediate family is defined as spouse, child, mother, father, foster parent or guardian, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepsister, stepbrother, stepson, stepdaughter, half-brother, half-sister, current spouse's grandparent, or any relative living in the same household on a continuous basis.

Section 22.3. Bereavement Leave. Upon the death of a member of the immediate family (as defined in Section 22.2), an employee may take up to three (3) consecutive days paid leave for the purpose of attending the funeral and other bereavement purposes before and/or after the funeral.

Bereavement leave must be requested in advance and must be approved by the Chief or the Chief's designee.

Upon the death of the employee's current brother-in-law or sister-in-law, an employee may take one (1) day bereavement leave for the purpose of attending the funeral and up to two (2) days from accrued sick leave for travel, if necessary.

Section 22.4. Military Leave.

Bargaining unit employees shall be provided leaves of absence for military service in accordance with applicable state and federal laws.

Section 22.5. Special Leaves.

- A. Jury Duty Leave: A bargaining unit member, while serving upon a jury in any court of record, will be paid at the member's regular salary for each of the member's work days during the period of time so served. Time so served shall be deemed active and continuous service for all purposes. Any fees paid to employees shall be remitted to the City.
- B. Examination Leave: Time off with pay shall be allowed to bargaining unit members to participate in Civil Service Tests or to take a required examination, pertinent to City employment in the Lima Police Department.

Section 22.6. Leave of Absence.

Upon the written request of a permanent employee, the Mayor may grant the employee a leave of absence without pay in accordance with the following:

- A. The maximum leave without pay shall not exceed one (1) year.
- B. The maximum duration of a leave for purposes of education, training, or specialized experience, which would benefit the police department by improved performance or for other related reasons shall not exceed one (1) year.
- C. An employee shall submit, to the Chief, pertinent information relating to the training for which the leave is requested.
- D. The authorization of a leave is solely a matter of administrative discretion.
- E. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied or another position at a similar level should the original position be abolished.
- F. If an employee fails to return to work upon the expiration of an authorized leave, that employee shall be considered as having resigned.

- G. An employee on unpaid leave does not earn sick or vacation leave credit, nor is the employee eligible for health insurance coverage.
- H. If it is determined that an employee is not actually using the leave for the purpose specified, the City may cancel the leave and provide the employee with written notice directing the employee to return to work, and take such disciplinary action the City deems appropriate.

Section 22.7. Fitness For Duty. When the Employer has reasonable suspicion that an employee's physical or mental condition has deteriorated to the point that the employee is unable to perform the essential duties of the employee's position, with or without reasonable accommodation, including but not limited to lack of job performance, increased use of sick leave or absenteeism, patterned use of sick leave or leave time, disciplinary problems, etc., the Employer may require the employee to take an examination, conducted by a licensed physician or psychologist, designated by the Employer, to determine the employee's physical or mental capability to perform the essential duties of the employee's position. If found not qualified, the employee may apply for a leave of absence without pay, disability retirement and/or the Employer may terminate the employee (disability separation).

Section 22.8. Attendance Days.

- A. Employees shall be eligible to earn attendance days as a result of not using accrued sick leave and not missing work.
- B. Any employee with at least one (1) year of continuous service who does not utilize any sick leave and does not miss work for the calendar three (3) month period beginning January 1, April 1, July 1, and October 1 of each calendar year, shall be entitled to one (1) paid attendance day. To be eligible, an employee must not miss work or use sick leave for other than death of a member of the employee's immediate family or approved vacation, holiday leave, birthday holiday, priority holidays, compensatory time, or military leave (not active duty.)
- C. Such additional attendance days may be used at a time suggested by the employee and approved by the supervisor during the three (3) month period following the date of accrual. These attendance days cannot be accumulated or carried over past the following three (3) month period and will be used or lost. They may not be cashed in. The employee shall receive the employee's regular rate of pay for each attendance day used.

Section 22.9. Employee Attendance Responsibility. Each bargaining unit employee is responsible to see that they accumulate less than seven (7) points during a rolling twelve (12) month period to maintain their continued employment. If an employee accumulates seven (7) points in a rolling twelve (12) month period the employee shall be subject to progressive discipline beginning with a short-term suspension, a long-term suspension and finally discharge. An employee will not be charged with an occurrence when he/she takes an ill and/or injured minor child to a medical appointment to be treated

for an illness and/or injury as long as the employee provides a statement from the doctor stating the date, time and reason for the child's visit.

The employee's supervisor shall keep a record of accumulated points and should counsel employees at least quarterly. When an employee has reached four (4) points in less than six (6) months they will be issued an oral warning. When an employee has reached five (5) points in less than eight (8) months they will be given a written reprimand. An employee will receive a short-term suspension for accumulating seven (7) points in a rolling twelve (12) month period even though the employee has received an oral warning and a written reprimand for some of those same points. Once the employee receives a short-term suspension the employee will not be disciplined again until they accumulate another seven (7) points in a rolling twelve (12) month period (long term suspension). The same process will then be repeated before the employee is finally discharged.

Points are accumulated by the following standards:

Type of Absence	Points Accumulated
1. Each occurrence reporting late for work or leaving work early	½ point
2. Each sick leave occurrence	1 point (each occurrence)

If an employee or a member of the employee's "immediate family," as defined herein, undergoes a system of regular treatments at a hospital, clinic, or physician's office, those treatment visits will be considered as one (1) occurrence provided, in advance of the second visit, the Employer is presented a copy of the physician's statement ordering the schedule of the treatments.

Sick leave used due to a death in the employee's "immediate family" shall not count as an occurrence.

Any employee who is hospitalized shall not have such period of leave considered in determining whether the employee is abusing sick leave benefits.

Use of sick leave that is designated Family and Medical Leave shall not be considered an occurrence under this Section.

The implementation of this Section does not preclude the right of the Employer to discipline an employee for the abuse of sick leave, to require a statement from the employee's physician, or to have the employee examined by a physician.

If an employee has three (3) months of perfect attendance as specified in Section 22.8 above, the employee shall have three (3) points removed from the employee's current points accumulated.

Should the employee have less than three (3) points accumulated, then up to three (3) points will be removed.

ARTICLE 23
FAMILY AND MEDICAL LEAVE

Employees shall be provided Family and Medical Leave in accordance with the Employer's FML Act policy currently in effect or as, hereinafter amended in accordance with applicable law.

ARTICLE 24
UNIFORM AND EQUIPMENT ALLOWANCE

Section 24.1. Initial Issue. The City shall furnish the basic uniform and equipment (for all new employees required to wear same) according to the schedule in Section 24.3. Articles of clothing and equipment remain the property of the City and must be turned in when an employee is separated from City service. Failure to do so shall result in the value of the missing items being withheld from the employee's separation pay.

Section 24.2. Allowance.

- A. Unit A employees will receive \$630.00 for the purchase of uniforms and equipment for each calendar year of this Agreement.
- B. Officers required to wear "Plain Clothes" shall receive an allowance of \$630.00 per calendar year. "Plain Clothes" officers, may buy clothing as they desire, but it must be in good taste and acceptable to the business community of the City of Lima. If a "plain clothes" officer terminates employment prior to the end of a calendar year and has expended the uniform allowance, the employee shall be required to reimburse the City for the amount of uniform allowance overpaid based upon a monthly prorated amount.
- C. Employees assigned to special teams (SWAT, Bike Patrol, Dive or Bomb, Canine Unit or Honor Guard) will receive \$100.00 each year of this Agreement to be added to the employee's allowance for purchase of additional uniforms and equipment. Each such employee will receive a total \$100.00 annual allowance regardless of the number of teams the employee belongs; \$110.00 effective January 1, 2014 and \$120.00 effective January 1, 2015.

Employees assigned bike patrol must record 12 bike patrols per calendar year or lose their special teams allowance. Special events count as one (1) assignment.
- D. Allowances shall be cumulative if not fully used each year.
- E. Upon the successful completion of the twelve (12) months probationary period, each police officer shall receive one (1) dress blouse.
- F. Upon retirement from the Police Department, each police officer shall have the right to purchase his/her service weapon. The price of that weapon will be based on a depreciation

schedule of twenty percent (20%) per service year, with a minimum value of one dollar (\$1.00). The Chief shall maintain a record of make, model and serial number of said weapon in the name of the retired officer.

- G. When uniform changes are mandated by the City, or result from promotion, the initial change shall be paid for by the City.
- H. The City shall reimburse employees for the reasonable cost of repair or replacement of prescription eyewear and wrist watches damaged in the non-negligent performance of the employee's duties. The maximum reimbursement for wrist watches will be one hundred dollars (\$100.00).
- I. Equipment articles lost or stolen through negligence shall be replaced by the employee. Equipment articles needing repair due to job related damage shall be repaired by the City.
- J. A uniformed officer who purchases excessive shoes or boots in a year in which the officer terminates may be required to refund the City for the excessive purchases.

Section 24.3. Uniform Schedule.

	A.
	POLICE
	<u>OFFICERS</u>
Trousers	3
Shirts, Winter	5
Shirts, Summer	5
Ties	2
Socks	6
Shoes	1 pr.
Jacket, Winter	1
Jacket, Summer	1
Hat	2
Belt	1
Raincoat	1
Name Plate	2
Hat Badge	1
Breast Badge	2
Whistle w/chain	1
Gunbelt	1
Handgun	1
Holster	1
Magazines	2
Handcuffs	1
Handcuff Case	1
Beltkeepers	3

Mace w/holder	1
Baton	1
Baton Holder	1
Protective Vest	1
Key Holder	1
Overboots (rubber)	1 pr.
Rubber Gloves w/Pouch	1

Section 24.4. The City shall have the right to determine the supplier of uniforms and equipment. The City shall designate the alternate supplier(s) to be used by bargaining unit employees for the purchase of uniforms and equipment if the current supplier is not able to supply the required items.

ARTICLE 25 **INSURANCE**

Section 25.1. Health Insurance. The Employer shall provide health insurance and group term life insurance coverage for each bargaining unit employee.

1. Effective January 1, 2014, the health care coverage will be set forth in the Document and Summary Plan Description with all deductibles, co-insurance, out-of-pocket maximums, network and out-of-network charges as described therein.
2. \$20 patient co-pay for each visit to a provider not included in the deductible and out-of-pocket maximum (for physicians and outpatient providers).
3. Effective January 1, 2014, single and family deductibles will be increased from \$200/\$300 in network and out-of-network to \$200/\$400 in network and \$400/\$800 out of network.
4. Colonoscopy screening will be in accordance with recommendations of the American Cancer Society, that includes one (1) office visit. In network providers must be used for this benefit.
5. A member who has been referred to a specialty provider from a network provider, and such referred specialty is not otherwise available within the network as determined by the Plan Administrator, shall receive the same level of benefit (as measured by out-of-pocket expenditure) from said specialty provider as the member would have otherwise received had the specialty provider been a member of the network.
6. Prescription Drug Plan

Retail– 30 day supply
 \$0.00 for generic
 \$15 for non-generic formulary
 \$25 for non-formulary

Mail – up to 90 day supply
 \$0.00 for generic
 \$15 for non-generic formulary
 \$25 for non-formulary

Members who provide documented evidence that they and their provider have attempted to use a therapeutically equivalent generic drug within the drug class, which has resulted in an insufficient therapeutic effect as determined by the member's provider, shall be authorized to replace such drug with a formulary item as prescribed by their provider at 50% of the non-generic formulary co-pay amount. Additionally, members who provide documented evidence that they and their provider have attempted to use a therapeutically equivalent formulary drug within the drug class, which has resulted in an insufficient therapeutic effect as defined by the member's provider, shall be authorized to replace such drug with a non-formulary item as prescribed by their provider at the formulary co-pay amount.

If an employee pays the full cost for a prescription drug covered by the plan, the Employer will reimburse the employee for that out-of-pocket cost.

7. **Dependent Eligibility** — Employee spouses are required to use health benefits provided through their employer as their primary coverage. Employee spouses can be listed for secondary coverage on the City's plan. Each year any employee that has family coverage will be required to sign an affidavit indicating whether his/ her spouse has access to health coverage. Failure to complete the affidavit will result in the termination of the employee's eligibility for family coverage for that calendar year. The Employer will reimburse the employee for the spouse's cost to purchase single premium medical coverage through the spouse's employer upon proof of such premium cost not to exceed \$300.00 per month. The City will pay the spouse's premium over \$300.00 or retain the spouse on the City insurance, at the City's option. Bargaining unit employees will provide the Employer with information about his/her spouse's eligibility for medical coverage and the cost of such coverage. Reimbursements will be established monthly.

If the spouse's employer offers no health insurance coverage or offers a health insurance plan that would disqualify the spouse from secondary coverage under the City's plan, the spouse shall not be required to accept his/her employer's health benefits plan but, if such is available, may do so voluntarily.

Any spouse not eligible for coverage through their employer is eligible for primary coverage under the City's health plan.

- a. A spouse eligibility incentive formula will be developed to reward employees 10% of the net savings of spouse's medical claims that exceed the reimbursement made to the employee for the cost to purchase the spouse's single premium. In no case will the incentive payment exceed 10% of the specific stop loss amount.

Example: Assume an employee participating in the spousal carve-out program and his/her spouse has access to health insurance for a cost of \$100 per month. The City will reimburse the employee for the cost to purchase that coverage for their spouse (provided proof of coverage and cost is submitted to the City of Lima). At the end of the calendar year, if claims paid by the spouse's insurance plan (as determined by EOBs from the spouse's insurance company) for the spouse exceed the amount reimbursed to the employee for purchase of the coverage, in this case \$1,200, the employee will

receive a check in the amount of 10% of the difference between what the City paid for the coverage and what the spouse's health plan paid for claims for the spouse. If the spouse had incurred claims paid by their health insurance of \$5,000, the employee would receive a check in the amount of \$380, or \$5,000 minus \$1,200 which is equal to \$3,800 times 10% or \$380. The maximum amount available to an employee is 10% of the specific stop loss amount.

Section 25.2. Health Insurance Premium. Effective July 1, 2013, the Employer shall pay 91% of the cost and employees through payroll deduction shall pay 9% of the costs for health care benefits described in this article. Effective January 1, 2014, the Employer shall pay 90% of the cost and employees through payroll deduction shall pay 10% of the costs for health care benefits described in this article. Effective January 1, 2015, the Employer shall pay 89% of the cost and employees through payroll deduction shall pay 11% of the costs for health care benefits described in this article. The COBRA rate established by the City's third party administrator (TPA) shall be utilized to determine the above premium sharing cost.

Section 25.3. The City shall provide, at no cost to the employees, \$20,000 group term life insurance coverage. In the event of line of duty death, the insurance policy shall be for \$50,000 for bargaining unit employees.

Section 25.4. Employee Options — Waiver of Insurance Coverage or Spouse Eligibility.

Employees electing to waive coverage altogether for themselves and their family shall be paid two (2) installments of \$1,500.00 the first pay period in January each year and \$1,500.00 the first pay period in July of each year in lieu of the spousal carve-out provided in Section 25.1 above.

Insurance waiver payments will be considered in lieu of health insurance coverage. The parties agree that the insurance waiver amounts listed herein are the agreed upon value of the health insurance coverage. The payments are not to be considered as wages for calculating overtime pay, pension, or related fringe benefits.

If a court or administrative mandate is rendered that requires that these payments are to be treated as wages, the City has the right to terminate this insurance waiver provision.

If the national or state government creates changes to health care that removes the need for an incentive to move spouses or other dependents off of the City's plan, it will be considered an exigent circumstance and the parties agree the City will have the right to terminate the insurance waiver provision.

An employee who waives insurance coverages and then due to divorce, death of a spouse, or spouse's loss of insurance will be permitted to reapply to the insurance plan subject to the provisions of the plan. Upon acceptance into the plan, the waiver supplement shall be eliminated and any prepaid waiver will be prorated by the City and repaid to the Employer through payroll deduction. Employees terminating employment and new employees will also have their waiver prorated.

Section 25.5. Hearing Benefit. The City shall provide, as an addition to the health plan document, a hearing benefit for members covered by the City's health plan. Both employees and eligible dependents will be covered. (Reference insurance rider).

Section 25.6. Alternative Plans. The Employer may offer alternative health insurance plans to employees with alternative employee premium costs.

Section 25.7. Notwithstanding the above sections, the parties mutually agree that this article shall be in compliance with any requirements mandated by any federal health insurance laws or may be amended as necessary to avoid, if possible, health insurance benefits from becoming taxable.

ARTICLE 26 **WORK OUT OF RANK**

Section 26.1. Out of Rank Hours. If a Sergeant is temporarily required by the Chief, or designee to perform at the higher ranking position of lieutenant and perform the responsibilities of the higher ranking position for a minimum of four (4) or more consecutive work days, the sergeant shall receive acting lieutenant pay at the rate of compensation equal to that normally paid for the higher ranking position for all hours assigned.

If a lieutenant is temporarily required by the Chief, or designee to perform at the higher ranking position of major and perform the responsibilities of the higher ranking position for a minimum of four (4) or more consecutive work days, the lieutenant shall receive acting major pay at the rate of compensation equal to that normally paid for the higher ranking position for all hours assigned.

The Chief or designee shall make the final decision of temporary assignments under this Article.

ARTICLE 27 **TUITION REIMBURSEMENT**

Section 27.1. Reimbursement Program. Each full-time employee who is subject to the provisions of this Agreement shall be eligible for a reimbursement of tuition in courses of instruction voluntarily undertaken and subject to the following conditions:

- A. All courses must be job related as approved by the Mayor's office. All courses must be taken during non-scheduled working hours. All schedule hours for courses of instruction must be filed with the employee's immediate supervisor and with the Mayor's office. All scheduled times of courses must be approved by the Mayor's office. Any situation, which in the discretion of the Police Chief would require an officer's presence on the job, shall take complete and final precedence over any times scheduled for courses.

- B. Any financial assistance from any governmental or private agency available to an employee, whether or not applied for and regardless of when such assistance may have been received shall be deducted in the entire amount from the full tuition reimbursement the employee is eligible for under this Section.
- C. The Mayor's office shall create and maintain a current list of approved institutions for which reimbursements for tuition may be made under this Section. Only those institutions listed by the Mayor's office shall establish eligibility of the employee to receive reimbursement for tuition. The Labor Council may submit recommendations of schools. Applications must be submitted to the Chief of Police via the Educational Assistance Application no later than September 1st of the calendar year prior to the year in which the employee plans to attend courses. Final approval or denial of the application will be communicated to the employee by December 15. Participation in any given period is not guaranteed and will be subject to potential budgetary limitations.
- D. Reimbursement will be granted for institutional costs such as tuition, lab fees, registration, and books.
- E. Reimbursement for tuition will be made when the employee presents an official certificate or its equivalent and a receipt of payment from the institution confirming satisfactory completion of the approved course.
- F. If an employee voluntarily separates from the City's employment within three (3) years for undergraduate courses or within four (4) years for post-graduate courses, of the last educational assistance payment by the City, the employee will be required to repay a prorated percentage of the educational assistance payment. Employees participating in the educational assistance program will be required to sign a binding agreement to this effect.

Section 27.2. Employees who have not been approved for educational assistance prior to June 30, 1999 will be subject to reimbursement limits of \$2000 per calendar year for undergraduate level courses or up to \$3000 per calendar year for post-graduate level courses, if approved. An employee will receive 100% of institutional costs up to the above limits if the employee receives an A, B, or C grade or "passing" if the course is limited as a "pass-fail" course. Grades of D or F or failure to complete are not eligible for reimbursement.

ARTICLE 28

MISCELLANEOUS ECONOMIC

Section 28.1. Expense Reimbursement. The City shall reimburse employees for all job related expenses, including meals, while working on special assignments. The employees must submit necessary receipts along with the request for payment.

"Special Assignments" are defined as assignments that are work-related, but are assigned by the Chief or designee and are outside of the employee's normal duties. Such special assignments shall involve

travel outside of Allen County for more than eight (8) hours. Meals that are provided to the employee are not subject to expense reimbursement. Final approval of expense reimbursement shall be by the Chief or the Chief's designee.

Section 28.2. Manpower. The City agrees to make every reasonable effort to keep the Police Department up to full strength to help insure the safety of the officers on duty and to provide proper service to the City residents.

Section 28.3. Reimbursement of Hiring and Training Expenses. The City will enter into a binding contract for reimbursement of hiring and training expenses with each new employee (Appendix A). Reimbursement by bargaining unit employees shall be in accordance with its terms.

Section 28.4. Mileage Reimbursement. Employees who are requested by the Employer to utilize their private vehicle to conduct the Employer's business shall be reimbursed for such mileage at the same rate as established by the City for non-bargaining employees.

ARTICLE 29 **PROMOTION**

Section 29.1. Promotions of bargaining unit employees under this Agreement will be in accordance with Lima City Charter Section 100 and any applicable City of Lima Civil Service Board Rules and Regulations not inconsistent therewith.

The assigned reading list of the examination will be posted ninety (90) days before the examination is conducted to permit adequate preparation time.

Section 29.2. For purposes of promotional examinations the weight given to seniority shall only include departmental seniority, which shall mean an employee's length of continuous service within the Lima Police Department as a full-time sworn police officer, and time as a certified full-time sworn member of law enforcement for a political subdivision prior to employment with the Lima Police Department. The employee must notify the Chief of Police within thirty (30) calendar days following the promotional examination of potential eligibility for seniority credit for time as a full-time sworn member of law enforcement prior to employment with the Lima Police Department. An employee must serve the minimum time in lower rank with the Lima Police Department, as specified by the City, to be eligible for promotional examination. This Section shall specifically prevail over the provisions of Section 90 of the Lima Charter, Ohio Revised Code 124.31, state law and any provision within the state and local Civil Service Board Rules and Regulations to the contrary.

ARTICLE 30
DURATION OF AGREEMENT

Section 30.1. Duration.

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

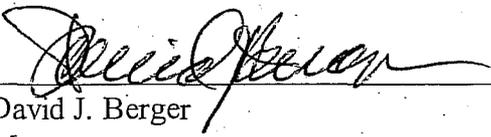
- B. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to December 31, 2012, nor later than sixty (60) calendar days prior to December 31, 2012. Such notice shall be by certified mail with return receipt.

SIGNATURE PAGE

In witness whereof, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 2013.

FOR THE CITY OF LIMA:

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



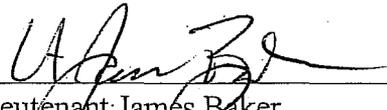
David J. Berger
Mayor



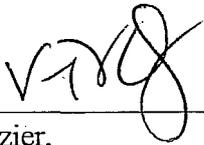
Andrea H. Johán
Staff Representative



Steve Cleaves,
Finance Director



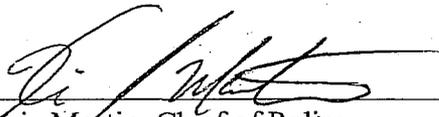
Lieutenant James Baker
Bargaining Team Member



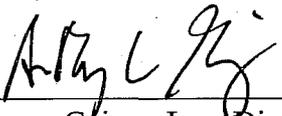
Vincent Ozier,
Director of Human Resources



Sergeant Beverly Leary
Bargaining Team Member



Kevin Martin, Chief of Police



Anthony Geiger, Law Director



Aaron Weare
Management Consultant

SIGNATURE PAGE

In witness whereof, the parties hereto have caused this Agreement to be duly executed this
_____ day of _____, 2013.

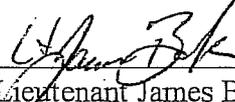
FOR THE CITY OF LIMA:

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

David J. Berger
Mayor

Andrea H. Johan
Staff Representative

Steve Cleaves,
Finance Director



Lieutenant James Baker
Bargaining Team Member

Vincent Ozier,
Director of Human Resources

Sergeant Beverly Leary
Bargaining Team Member

Kevin Martin, Chief of Police

Anthony Geiger, Law Director

Aaron Weare
Management Consultant

APPENDIX A

CITY OF LIMA
BINDING CONTRACT FOR REIMBURSEMENT
OF HIRING AND TRAINING EXPENSES

WHEREAS, the Applicant identified below acknowledges that the City of Lima will incur substantial expenses in the process of training the undersigned to be a commissioned police officer, and

WHEREAS, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through services by Applicant with the City Police Department after completion of said training and that the City will suffer substantial detriment if the undersigned should take employment elsewhere during a period of time for two (2) years following date of hire.

NOW, THEREFORE, it is hereby agreed as follows:

1. I, _____, in consideration of the agreement by the City of Lima Police Department to provide me with formal police training (if needed), to be followed upon successful completion thereof by a period of approximately twelve (12) weeks of field training under the supervision of experienced Lima Police Officers, do hereby agree that in the event my employment with the Department ceases due to any cause other than "termination" as defined below, within twenty-four (24) months from my date of hire, I will reimburse the Department for all expenses incurred in connection with my formal police training.

Definition of Termination — "Termination" as used in this Agreement, shall mean any discontinuance of the Applicant's employment initiated by the Department.

2. Layoffs — In the event the Applicant is laid off from City employment, this Agreement shall become null and void.
3. Calculation of Reimbursement Obligation — The reimbursement obligation shall consist of the exact cost of formal training at either the Ohio Peace Officers Training Academy (OPOTA) or the Ohio State Patrol Training Academy.

Cost of the police academy
training in the amount of

\$ _____

4. Credit for service rendered will be given against the reimbursement obligation at the rate of one twenty-fourth (1/24) of the total reimbursement obligation for each month of continuous full-time employment subsequent to date of hire. Any unpaid absence from work due to illness, non-duty related injury, or other cause for a period greater than four (4) continuous weeks shall be excluded from the period of service for which credit will be given.

APPENDIX A — CONTINUED

5. Complete payment of the reimbursement obligation shall be made within twenty-four (24) months of cessation of employment in monthly installments of no less than one-twenty-fourth (1/24) of the total reimbursement obligation, commencing on the first day of the month following the month during which cessation of employment occurs, and payable on or before the first of each month thereafter. The applicant agrees that in the event of his/her failure to make any payment required pursuant to this Agreement in a timely manner, the total amount of the reimbursement obligation then remaining unpaid shall immediately become due and payable. The Applicant further agrees that in the event the Department incurs legal fees, court costs or attorney fees, or other costs of collection efforts to collect any delinquent sums owing pursuant to this Agreement, the Applicant will pay such expenses in addition to the portion of the reimbursement remaining due.

Dated this _____ day of _____, 20__.

Witnesses:

Applicant

City of Lima

STATE OF OHIO
COUNTY OF ALLEN :
ss:

Before me a Notary Public in and for said County and State, personally appeared _____, who acknowledged that he/she did sign the foregoing instrument and that the same in his/her voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my official seal at Lima, Allen County, Ohio, on the ___ day of _____, 20__.

Notary Public