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**AGREEMENT**

Between

**CITY OF THE VILLAGE OF INDIAN HILL  
HAMILTON COUNTY, OHIO**

and

**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**

June 1, 2013 to May 31, 2016

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A G R E E M E N T

AGREEMENT made and entered into this \_\_\_\_ day of June, 2013, by and between THE CITY OF THE VILLAGE OF INDIAN HILL, Hamilton County, Ohio (hereinafter referred to as the "Village" or "Employer" or "Management") and OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (hereinafter referred to as "OPBA" or "Union") acting herein on behalf of the Employees of the Indian Hill Police Department, as hereinafter defined, now employed, and hereafter to be employed and collectively designated as the "Employees" or "Police Officers."

All sections of this Agreement that are inconsistent with Ohio law are intended to supersede Ohio law, in accordance with Chapter 4117 of the Ohio Revised Code. The parties agree that some sections of the Agreement may specifically identify certain Ohio laws that are superseded and others may not. If a section does not specifically indicate that Ohio law is superseded, that section shall nevertheless be interpreted to supersede Ohio law.

W I T N E S S E T H:

WHEREAS, the Employer, hereby recognizes the Union as the collective bargaining representative for the Employees covered by this Agreement as hereinafter provided; and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement protect against interruptions and interferences with services to the citizens of the Village and surrounding communities and to set forth herein their agreement covering wages, hours, and conditions of employment;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

## ARTICLE 1

### Recognition - The Collective Bargaining Unit

Section 1. The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all full-time Employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board Case No. 06-REP-01-0012 as follows:

(a) Included: All full-time Police Officers / Rangers below the rank of Sergeant;

(b) Excluded: All other Employees.

Section 2. Whenever the word "Employee" is used in this Agreement it shall be deemed to mean the Employees in the bargaining unit covered by this Agreement, as defined in Article 1, Section 1 hereof.

Section 3. For intent, the word "Union", when used in this Agreement shall mean the Ohio Patrolmen's Benevolent Association.

## ARTICLE 2

### No Discrimination

Section 1. Neither the Village nor the Union shall interfere with the rights of employees covered by this Agreement to become or not become members of the Union. There shall be no discrimination against any such Employee because of lawful Union membership, activities or status, or non-membership activity or status. The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all Employees in the bargaining unit. Wherever the male gender is used in reference in this Agreement, it shall be construed to include male and female.

### ARTICLE 3

#### Union Activity, Visitation & Bulletin Boards

Section 1. Upon reasonable notification to the Police Chief or his Designee, a representative of the Union shall have access to the Employer's premises for the purpose of conferring with management, delegates of the Union and/or Employees for the purpose of administering this Agreement and providing that the Employer's operation shall not be impaired.

Section 2. The Employer shall provide a bulletin board which shall be used for the purpose of posting proper Union notices. Such bulletin board shall be placed conspicuously in an area accessible to all affected employees.

Section 3. No insignia which has not been authorized by the Employer shall be worn on Employee uniforms.

Section 4. No Union business may be conducted during work time without the prior approval of the Employer.

Section 5. If scheduling permits, in the sole discretion of the Chief, the Employer shall endeavor to allow Union representatives to utilize available paid time off (holidays, compensatory time or vacation time) to attend to Union business, seminars, conferences, conventions or meetings.

Section 6. OPBA Officials Roster. The OPBA. shall provide the City Manager an official roster of its representatives within 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. OPBA Office Held

Section 7. The Village agrees that this roster shall not be made available to the public by the Village, that only Village Employees and agents with a legitimate need to know shall have access to the roster. The parties recognize that the Village may be required to disclose the OPBA officials roster pursuant to state or federal laws and that such disclosure made pursuant to such laws does not constitute a violation of any provision of this Agreement.

## ARTICLE 4

### No Strike or Lockout

Section 1. No Employee shall engage in any strike, sit-down, slow-down, speed-up, sit-in, cessation, stoppage or refusal to perform work, including any intermittent strike.

Section 2. The Union, its officers and agents, shall not in any way authorize, assist, encourage or participate in any strike, slow-down, speed-up, sit-down, sit-in, cessation, stoppage or refusal to perform work, including any intermittent strike.

Section 3. In addition to any remedy or right provided by applicable law or statute, should a strike, sit-down, slow-down, speed-up, sit-in, cessation, stoppage or refusal to perform work occur, the Union, within twenty-four (24) hours of a request by the Employer, and with good cause shown, shall:

- (a) publicly disavow such action by the Employees;
- (b) advise the Employer in writing that such action by Employees has not been caused, sanctioned, supported or approved by the Union;
- (c) notify Employees of its disapproval of such action and instruct such Employees to cease action and return to work immediately;
- (d) post notices at Union bulletin boards advising that it disapproves of such action, and instructing Employees to return to work immediately.

Section 4. The Employer agrees that it will not lockout Employees during the term of this Agreement and the Union and Employees agree that no picketing will occur during the term of this Agreement.

## ARTICLE 5

### Seniority

Section 1. Definition of Seniority. As used herein, the term “seniority” shall be defined as the continuous uninterrupted length of service or employment as a full-time employee in a position covered by this Agreement from the date of last appointment to that position. Service as part-time employee or in another non-law enforcement position for the City shall not be credited as seniority. Employees shall not accrue seniority while on unpaid leaves of absence.

Section 2. Application of Seniority. “Seniority” shall accrue to all employees covered by this Agreement in accordance with the provisions of this Article. Seniority, as defined in Section 1 of this Article, will apply wherever employee seniority rights are established in the terms and conditions of the Agreement. The criteria for determining the employee with more seniority among two (2) or more employees hired on the same date shall be the employee with the lowest last digit in their social security numbers being the most senior. If the last number for both employees is the same the process will continue with the next to the last number, and so on.

Section 3. Breaks in Service. The following situations shall not constitute a break in continuous service but employees shall not accrue seniority while in the status of any of the following:

- A. Absence while on approved leave of absence;
- B. Military leave; or;
- C. A layoff of 18 months duration or less;
- D. Periods of disciplinary suspension.

The following conditions constitute a break in continuous service for which seniority is lost.

- A. Discharge or removal for just cause;
- B. Retirement;
- C. Layoff for more than 18 months;
- D. Failure to return to work within fourteen (14) calendar days of a recall from layoff;
- E. Failure to return to work at the expiration for approved leave of absence;
- F. A resignation or job abandonment;
- G. Absent without leave for more than three (3) working days.

Section 4.     Layoff Notification. The provisions of R.C. § 124.321 or Rule X of The Personnel Rules of The Manager of Indian Hill shall not apply for reasons for layoff or recall by the Employer. The Employer may lay off Employees for reasons of economy, efficiency, lack of funds or work, or abolishment of positions or any other reason deemed appropriate by the Employer. Notice to the Union and affected Employees shall be thirty calendar days (30) in advance of the effective date of the layoff or job abolishment. Either the Union or the Employer may request a meeting to discuss the layoffs.

Section 5.     Layoff. In the event of a layoff, probationary Employees will be laid off first without regard to their individual periods of employment. Non-probationary Employees shall be laid off next in inverse order of their seniority.

Section 6.     Recall.

(a)     Whenever a vacancy occurs in a position for which a laid off Employee is qualified, such Employees shall be recalled in accordance with their seniority in the reverse order in which they were laid off.

(b)     The recalled Employee shall have five (5) calendar days following the date of receipt of, or attempted delivery of notice of recall, at the Employee's last known address, to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following the receipt or attempted delivery of the recall notice in which to report for duty, unless a later date is specified in the recall notice. An Employee has the burden of notifying the Employer of his current address or of a change of address.

## ARTICLE 6

### Management Rights

Section 1. Except as otherwise specifically provided in this Agreement, it shall be the Employer's sole and exclusive right and responsibility to:

(a) determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, subcontracting permitted by law, utilization of technology, and organizational structure;

(b) To direct supervise and evaluate the work of Employees;

(c) Maintain and improve the efficiency and effectiveness of the Employer's operations;

(d) To determine the mission of the department and the personnel, methods, means, and procedures necessary to most efficiently fulfill that mission;

(e) To determine the size and composition of the work force;

(f) To suspend, discipline, reduce, demote or discharge Employees for just cause;

(g) To lay off Employees or abolish positions;

(h) To hire, schedule, promote, demote, transfer and assign Employees;

(i) To recruit, select, and determine the qualifications and characteristics desired in new hires;

(j) To schedule or not schedule overtime as required in the manner most advantageous to the requirements of efficient department operations;

(k) To determine the locations, size and number of facilities;

- (l) To determine the quality standards and level of service required;
  - (m) To schedule Employees and establish their hours and days of work;
  - (n) To select the type, quantity and quality of equipment, tools and machinery to be used in the methods of operating them and the responsibilities therefore;
  - (o) To establish and require conformance to, rules of conduct including Standard Operating Procedures (SOP's) and Standard Operating Guidelines (SOG's);
  - (p) To train or retrain Employees as management deems appropriate and to require Employees to maintain certifications, including but not limited to firearms certification;
  - (q) To generally manage the Police Department's business as it deems best;
- and
- (r) To enforce a Drug and Alcohol Policy permitting discipline, up to and including termination, for any violation thereof, subject to the "just cause" provisions of this Agreement.

Section 2. It is agreed that the above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein or traditionally exercised by the Employer.

Section 3. Furthermore, in explanation of the Employer's right to promulgate rules and regulations, general orders and standard operation procedures set forth above, the Union or grievant shall not have recourse through the grievance and arbitration procedure to challenge the reasonableness or appropriateness of the Employer's existing or future rules and regulations, general orders or standard operation procedures, provided that the Employer has given the Union or Employees prior notice of such proposed rules or regulations and permits the Union, upon request, to meet and discuss the proposed rules. This provision does not prevent an Employee

disciplined by any such existing or future rule to grieve the application of that rule to his/her particular circumstances.

## ARTICLE 7

### Dues Deduction

Section 1. Upon presentation of a written deduction authorization by the Employee, the Employer will cause the deduction of the periodic dues, initiation fees and assessments of Union members covered by this Agreement and the Treasurer of the Union will promptly issue a receipt to the Employer for all dues, initiation fees and assessments within ten (10) days of payment.

Section 2. The Union agrees that it will indemnify and hold the Employer harmless from any recovery of damages and expenses sustained by reason of any action taken under this Article.

Section 3. The Employer shall be relieved from making such "check off" deductions upon:

- (a) termination of employment, or
- (b) transfer to a job other than one covered by the bargaining unit, or
- (c) lay off from work, or
- (d) an agreed leave of absence without pay, or
- (e) written revocation of the check off authorization by the Employee.

Section 4. The Employer shall not be obliged to make dues deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues, initiation fees or assessment deductions.

## ARTICLE 8

### Probationary Employees

Section 1. Newly hired Employees or Employees new to the Police Department shall be considered probationary for a period of three hundred sixty five (365) calendar days from the first day that the Employee reports to work. Employees retained by the Employer beyond the probationary period acquire seniority as of the first day of work. Benefits for newly hired Employees shall become effective upon the first day of the month following the Employee's first date of employment as a Police Officer, except as otherwise indicated in this Agreement.

Section 2. During the probationary period, the Employer may discharge or discipline any probationer at will and such discharge or other discipline shall not be subject to the grievance and arbitration procedure of this Agreement. In all non-disciplinary matters the probationary Employee is entitled to Union representation including the grievance procedure.

Section 3. The parties agree that this Article shall be the sole and exclusive recourse available to probationary Employees and the parties hereto, and where provisions of this Agreement conflict in any form or fashion with otherwise applicable provisions of Ohio law, the provisions of this Agreement shall prevail pursuant to Ohio Revised Code Section 4117.10(A). It is the intention of the parties that this provision be given broad interpretation so as to give the parties' collectively bargained agreement its intended preemptive effect.

## ARTICLE 9

### Investigation, Discharges & Discipline Procedures, & Personnel Records

Section 1. The City Manager, or his designee, shall have the right to discharge, suspend or discipline any Employee for just cause.

Section 2. In the event of a suspension without pay, demotion with reduction in pay, removal or discharge, the grievance and arbitration procedure of this Agreement shall be the Employee's sole and exclusive recourse. Where provisions of this Agreement conflict in any form or fashion with otherwise applicable provisions of Ohio law, the provisions of this Agreement shall prevail pursuant to Ohio Revised Code Section 4117.10(A). It is the intention of the parties that this provision be given broad interpretation so as to give the parties' collectively bargained agreement its intended preemptive effect.

Section 3. With respect to a suspension without pay, demotion with reduction in pay, removal or discharge, the Employer will notify the Employee within five (5) calendar days from the time of the decision to so suspend, remove or discharge, or within thirty (30) days of the close of an administrative hearing by the Chief of Police, whichever date is earlier. If the Union or the Employee desires to contest a suspension without pay, demotion or termination, it shall give written notice thereof to the Employer within a period not to exceed seven (7) calendar days from the date of the above notice. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedures hereinafter set forth, commencing at Step 2 of the grievance procedure.

Section 4. Upon request of the Employer, an Employee who has been absent from work (other than vacation, holiday or an approved leave of absence which are covered in other

Articles herein) must furnish satisfactory proof justifying the reason for the absence or be subject to disciplinary action.

Section 5. Unfounded or unsubstantiated complaints against an Employee will not be placed in an Employee's personnel file.

Section 6. Written reprimands may be kept in an Employee's personnel file for up to 18 months. After 18 months, if no further corrective or disciplinary action has been taken against the Employee, the reprimand will be removed from the personnel file. Suspensions of 5 days or less may be kept in an Employee's personnel file for up to 3 years. After 3 years, if no corrective or disciplinary action has taken place against the Employee, the suspension will be removed from the personnel file. Suspensions of 6 days or more may be kept in an Employee's personnel file for up to 5 years. After 5 years, if no further corrective or disciplinary action has taken place against the Employee, the suspension will be removed from the personnel file.

Section 7. Within a reasonable time of a request, an Employee may inspect his or her personnel file, provided such requests have not been made more than one time in any thirty day period. The following requirements govern such requests:

(a) The Employee shall inspect the personnel file at a time mutually agreeable to the Employee and the Employer.

(b) If the Employee objects to any item in the personnel file, he or she may provide written clarification or explanatory response for inclusion in the file.

(c) Employees may request copies of items in their personnel file subject to a reasonable copying charge imposed at the discretion of the Employer.

Section 8. Criminal Investigations. A bargaining unit member who is to be questioned as a suspect in any investigation where criminal charges may result shall be advised of his constitutional rights in accordance with the law.

Any Employee under indictment, arrested for a crime, or otherwise charged with the violation of any criminal statute and who is not disciplined or discharged by the Employer, may be placed on a leave of absence without pay until resolution of such charges. An Employee may use accrued vacation or holiday time during the leave. An Employee who is found guilty by any court of competent jurisdiction or who enters into a plea Agreement as a consequence of any criminal charges shall be summarily discharged, notwithstanding any appeal the Employee may pursue. Alternatively, the Employer may take disciplinary action against the Employee (who is under indictment, arrested or otherwise charged with a criminal act) which action shall be subject to appeal by the Employee pursuant to the provisions of this Agreement.

Section 9. Internal Investigations. Bargaining unit members required to respond to questions during internal investigations shall, when applicable, be informed of their constitutional rights and responsibilities. Before a bargaining unit member may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, he shall be advised that such conduct, if continued, may be the basis for such a charge. All members shall be obligated to cooperate in any investigation conducted.

At any time a formal investigation concerning a bargaining unit member occurs wherein disciplinary action of record (reprimand of record, suspension, reduction, or removal) will or may reasonably result, the member will be notified when he is first questioned, that such result is possible.

When a bargaining unit member suspected of a violation is being interviewed, such interview shall be recorded at the request of either party by the requesting party. If recordings are made the other party shall be provided a copy.

Nothing herein shall be construed as restricting members of the bargaining unit from reporting violations of Departmental rules or policy committed by other members of the bargaining unit. All Employees of the bargaining unit shall be responsible for reporting violations of Department rules and regulations, statutes, and appropriate standards of conduct.

If any of the procedures of this Article are violated, such violations shall be subject to the grievance procedure.

Section 10. Predisciplinary Conference. Upon completion of an investigation and prior to a predisciplinary conference with the Chief or his designee, a member may, if he or she requests, receive a written statement of charges which shall include a description of the alleged wrongdoing with references to dates, times, and places, and which identify the rules alleged to have been violated. At the predisciplinary conference, the charged bargaining unit member or his representative will be allowed to present his defense/response.

Predisciplinary conferences will be conducted by the Chief or his representative selected by the Employer. The Employee may choose to:

- (a) Appear at the conference to present oral or written statement in his/her defense;
- (b) Or appear at the conference and have one (1) chosen representative present oral or written statements in defense of the Employee; or
- (c) Elect in writing to waive the opportunity to have a predisciplinary conference.

Failure to elect and pursue one of these three options will be deemed a waiver of the Employee's rights to a predisciplinary conference.

At the predisciplinary conference, the Employer representative will ask the Employee or his representative to respond to the allegations of misconduct, which were outlined to the Employee. At the meeting, the Employee may present any testimony, witnesses, or documents, which explain whether or not the alleged misconduct occurred.

A written report will be prepared by the Employer's representative and provided to the Employee within ten (10) calendar days from the date the predisciplinary conference was held. If more than ten (10) days is required, the Employee will be notified in writing. The Employer will decide what discipline, if any, is appropriate.

Section 11. Discipline Records. In any case in which an oral reprimand, written reprimand, suspension, or dismissal is overturned on appeal or otherwise rendered invalid, all documents relating thereto will be removed from the personnel file of the member. All such records removed from the personnel file for the reasons outlined above shall not be considered in future disciplinary action or promotional considerations. All removal of records shall be in accordance with Ohio law. Every member shall be allowed to review his personnel file at any reasonable time upon written request to the Employer and in the presence of the Employer or his designated representatives. The City shall abide by and follow provisions of Ohio Revised Code Chapter 1347 and O.R.C. Section 149.43.

If, upon examining his personnel file, any bargaining unit member has reason to believe that there are inaccuracies in documents contained therein, he may write a memorandum to the Employer explaining the alleged inaccuracy.

If the Employer concurs with the member's contentions, he shall remove the faulty document from the personnel file or otherwise append to such document any statements or materials which would serve to correct or modify such document. If he does not concur with the contentions of the member, he will attach the member's written memorandum to the document in the file.

Section 12. Appeal of Discipline. Oral and written reprimands may only be appealed through Step 3 of the grievance procedure. All other disciplinary actions may be appealed to arbitration.

Section 13. Seniority. Any suspension imposed shall be deducted from the Employee's seniority date.

Section 14. Conduct of Investigation. Any investigations, interviews, or other disciplinary procedures shall be conducted in a professional and private manner by all parties. Discussions or any public statements regarding completed disciplinary matters shall be conducted professionally. For purposes of this Agreement, "completed disciplinary matters" occurs upon completion of investigation and pre-disciplinary procedures or when a hearing called for herein is closed.

Section 15. Use of VSA. An Employee shall not be ordered to submit to a VSA (voice stress analysis) testing as part of any disciplinary investigation.

Section 16. Union/Legal Representation. The Employee shall have, at his request, the presence of a Union representative, including stewards or officers of the local Union, and/or legal representation any time during a disciplinary action, disciplinary investigation, or disciplinary interview of an Employee unless such right is waived in writing. If the Union or legal representative is not available immediately, the Employer and the Union or legal

representative shall agree to a time convenient for both parties. Such request may not unreasonably delay an investigation. Both parties agree that 24 hours is sufficient notice.

Section 17. Disciplinary Action. Disciplinary action as used in this Article shall be defined as and limited to written warnings or reprimands, suspensions with or without pay, or terminations.

## ARTICLE 10

### Grievance Procedure

Section 1. Grievance Policy. The Chief and the Union recognize that in the interest of effective personnel management, a procedure is necessary whereby Employees can be assured of a prompt, impartial and fair processing of their grievances.

Section 2. Grievance Defined, Content, Timeline For Filing. A grievance is a complaint, dispute or controversy in which it is claimed that either party has failed in an obligation under this Agreement and which involves the meaning, interpretation, or application of this Agreement.

Any grievance shall contain: Date and time grievance occurred; detailed description of grievance; specific reference to the provision(s) of the Agreement allegedly violated, or to the specific disciplinary action; relief requested; signature of grievant(s). It is not intended that the grievance procedure be used to affect changes or modify this Agreement.

Section 3. Disciplinary Action Defined. For the purposes of this Article, appeals of disciplinary action shall commence at "Step 3" as set forth herein unless the parties waive all steps and proceed to arbitration. Notwithstanding any other provision of this Agreement, oral or written reprimands may only proceed through Step 3.

Section 4. Grievance Procedure. The following are the implementation steps and procedures for handling members' grievances:

A. Step One – Supervisor

1. Within a reasonable time not to exceed seven (7) calendar days the Employee shall reduce the grievance to writing and present it to the Patrol Captain. The Employee shall date stamp the Form on the date he provides

it to the Patrol Captain. Grievances submitted beyond the seven (7) calendar day time limit need not be considered. The Patrol Captain shall give his written answer to the Employee or his Union representative within seven (7) calendar days after the presentation of the grievance in Step 1. Within this fourteen (14) calendar day period, the Employee is encouraged to seek to resolve the grievance on an informal basis.

2. If the aggrieved member does not refer the grievance to the Step Two of this Procedure within seven (7) calendar days after his receipt of the decision rendered in this Step, the grievance shall be considered to be satisfactorily resolved.

B. Step Two – Chief

1. Should the member-grievant not be satisfied with the answer in Step One, within seven (7) calendar days after receipt of the Step One response (or seven (7) calendar days after the Step One should have been received and no written response is received) he may appeal the grievance to Step Two by delivering a copy of the grievance form, and the written response at the prior step and any other pertinent documents, to the Chief or his designee. The Chief or his designee shall date the form, accurately showing the date his Office received the form.
2. The Chief or his designee shall, within seven (7) calendar days of receipt of the written grievance, schedule and conduct a meeting to discuss the grievance with the grievant and/or union director or his designee. The Chief and the Employee may bring any appropriate witnesses.

3. Within seven (7) calendar days of the meeting at Step Two, the Chief or his designee shall submit his written response to the grievance.

C. Step Three – City Manager

1. Should the member –grievant not be satisfied with the answer in Step Two, within seven (7) calendar days after his receipt thereof, he may appeal the grievance to this Step by delivering or having delivered a copy of the Grievance Form, containing the written response at the prior Steps and any other pertinent documents, to the office of the City Manager. The form shall be date stamped upon delivery. A grievance submitted beyond the seven (7) working day time limit shall not be considered.
2. Within fourteen (14) calendar days from his receipt of the Grievance Form, the City Manager shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the Employee and/or Union representative. All parties involved in the grievance shall be notified and in attendance at the grievance meeting.
3. In the meeting called for at this Step, the City Manager shall hear a full explanation of the grievance and the material facts relating thereto.
4. Within seven (7) calendar days of the meeting of this Step, the City Manager shall submit to the Grievant his written response to the grievance. The response shall be affixed to the grievance form.
5. Upon written agreement by the member-grievant and the City Manager Step Three may be waived. In the event of such waiver, the matter shall proceed to arbitration as set forth in Article 11.

Section 5. Grievance Forms. The OPBA shall provide grievance forms and shall supply them to Employees.

Section 6. Calendar Day. For the purpose of counting time, "calendar days" as used in this Contract will include all days including holidays.

If an office specified for receipt of a grievance or grievance appeal is closed for an entire day, which day is the last day of the time period prescribed for the filing of a grievance or grievance appeal, then the grievant will be permitted to file his or her grievance or grievance appeal on the next day on which such office is open.

Section 7. Timely Processing of Grievances. Any grievance must be completed and filed upon the authorized grievance form agreed to between the parties to this Agreement. Such form shall provide for statement of the grievance and its relevant facts; the particular provision of this Agreement that are alleged to have been misinterpreted, misapplied or violated; and the remedy sought. Any grievance not advanced to the next step by the grievant or the Union within the time limits in that step, shall be deemed resolved by the Employer's last answer. Any grievance not answered by the Employer within the time limits in that step shall automatically proceed to the next step. Time limits may be extended by the Employer and the grievant or Union by mutual Agreement in writing.

Section 8. Exclusivity. This grievance procedure shall be the exclusive method of resolving grievances. The parties agree that the State Personnel Board of Review or its equivalent shall have no authority over matters subject to this grievance and arbitration procedure.

## ARTICLE 11

### Arbitration

Section 1. If the member-grievant is not satisfied with the answer in Step Three, within fourteen (14) calendar days after receipt of the Step Three response, (or fourteen [14] calendar days after the Step Three meeting if no response is received) the Union may appeal to arbitration by serving the Employer and the Arbitration and Mediation Service a written notice of intent to arbitrate and request a panel of twelve (12) arbitrators from the Arbitration and Mediation Service ("AMS") to hear the arbitration. The requested panel must include arbitrators no greater than one-hundred (100) miles from Indian Hill, Ohio. Upon receipt of such list of arbitrators the parties may meet and attempt to select one (1) arbitrator from the list. Both parties shall have the option to strike the entire panel of proposed arbitrators. This option to strike may be exercised by both parties once in any one (1) grievance. If either party does not choose to strike the entire panel of proposed arbitrators, but the parties fail to agree on the selection of one (1) arbitrator, the parties shall then proceed to select the arbitrator in accordance with AMS rules for striking arbitrators from the list and ranking those that remain. The AMS shall inform the parties of the individual selected. The arbitrator shall arrange with the parties, the date, time and place of the meeting. The parties may mutually agree upon an arbitrator without requesting a list from either service.

Section 2. Arbitration proceedings shall be conducted under the voluntary labor arbitration rules of the AMS as applicable, except as modified by the provisions of this Agreement. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, hearing, and recorded testimony from both parties. The arbitrator shall hear only one grievance at a time unless both parties agree to consolidate two (2) or more grievances. After a dispute on

which the arbitrator is empowered to rule hereunder has been referred to him, such dispute may be withdrawn by either party.

Section 3. The fees of the arbitrator shall be borne equally by the parties. The expense of any non employee witnesses shall be borne, if at all, by the party calling that witness. The party asking for one shall pay the fees of a court reporter, however, such fee shall be split equally if both parties desire a reporter. If both parties desire a transcript, the parties shall split the costs of such transcript equally. Any other costs, such as rental for facilities, shall be paid as agreed by the parties on a case-by-case basis. The grievant, the Union representative, and Employee witnesses called by either party who appear at an arbitration hearing during their normal working hours shall not suffer any loss in pay.

Disputes may only be submitted to arbitration during the life of this Agreement. No issue whatsoever may be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place during the effective dates or agreed extensions of this Agreement.

Either party may raise the issue of arbitrability before the arbitrator only if the issue of arbitrability has been raised by objection of either party during or prior to Step 3 of the grievance procedure. Such objection must be in writing and failure to so object shall be deemed consent as to the arbitrability of the issue. In the event such issue is raised, the first question to be addressed by the arbitrator shall be whether the grievance is arbitrable.

The arbitrator shall not change wage rates already in effect pursuant to this Agreement. No award of any arbitrator shall be retroactive for a period prior to the date of the filing of a grievance. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, hearing and recording testimony from both parties. The arbitrator shall not have the authority or power to add to, subtract from, disregard, alter or modify any of the terms or provisions of this

Agreement. In an appeal of the imposition of discipline the arbitrator may modify the discipline imposed to the extent that it may be decreased but in no event shall an arbitrator have the authority to increase the discipline imposed. It is expressly understood that the decision of the arbitrator, within his/her function and authority as set forth herein, shall be final and binding upon both parties. The arbitrator's decision and award shall be in writing and will state the rationale for the decision.

## ARTICLE 12

### Unpaid Leave

Employees shall be eligible for unpaid leave in accordance with the following:

Section 1. Maternity Leave:

(a) Maternity leave shall be granted in accordance with the Employer's FMLA policy.

(b) Any additional leave without pay for parental or child care purposes must be requested in writing and may be approved at the sole discretion of the Employer, subject to the provisions of the Employer's FMLA policy.

Section 2. Military Leave. Leaves of absence without pay, for the performance of duty with the United States Armed Forces or with a Reserve component thereof, shall be granted in accordance with applicable law.

Section 3. Other Leaves. Leaves of absence without pay for other reasons may be granted at the sole discretion of the Employer.

Section 4. When an Employee returns to work following an approved leave of absence, he shall be returned to his former classification without loss of seniority and with all across the board wage increases, unless otherwise provided in this Agreement.

Section 5.

(a) Benefits and insurance will not accrue during any period of unpaid leave except that during such approved unpaid leaves of absence, upon the Employee's request, the Employer may continue group health insurance coverage at the expense of the Employee as provided by Federal law.

(b) The Employer will adhere to the provisions of the 1993 Family Medical Leave Act as provided in the applicable Village personnel policies and regulations.

## ARTICLE 13

### Paid Leave

Section 1. An Employee shall be paid his regular pay for two (2) working days of Funeral Leave in the event of the death of a relative in his immediate family defined as follows: spouse, child, brother, sister, parents or legal guardian, grandparents, mother-in-law or father-in-law. Such day must coincide with the day of death or day of the funeral, unless otherwise approved by the Chief of Police or unless the day of death or the day of the funeral occurs on an Employee's regularly scheduled day off then such days must be contiguous to the regularly scheduled days off. Any leave under this sections 1 through 4 of this Article shall be paid by the City and shall not be charged against any leave balance accrued by the employee.

Section 2. In the event of a death of a relative other than those in the immediate family as described above, the Police Chief may, at his sole discretion, grant one (1) day of funeral leave so the Employee may attend the funeral.

Section 3. In circumstances of unusual distances of travel or extreme weather conditions the Police Chief may, at his sole discretion, grant up to an additional two (2) days of leave with pay for the Employee to travel to the funeral of a relative in the immediate family.

Section 4.

(a) An Employee who suffers an on the job injury while in the performance of his official duties and acting within the scope of his employment with the Village, who is not working as a result of that injury, will be compensated at his regular rate of pay at the time of the injury less the Employee's income from any other source including Workers' Compensation, retirement, or other forms of government payment, for a period of time not to exceed one hundred eighty (180) calendar days, except with the approval of City Council. The Employer

shall have the right to demand proof of all items listed above regarding receipt of payment from other sources. Falsification of any information with respect to this or any paid leave may be grounds for discharge.

(b) An Employee claiming the right to receive, or who is receiving, injury leave compensation, may be required by the Employer, from time to time, to submit to a medical examination by a physician selected by the Employer for the purpose of determining any questions regarding eligibility for and the duration of injury leave.

(c) An Employee on injury leave and unable to perform his regularly assigned duties may, at the discretion of the Employer, be assigned other duties not requiring great physical exertion in lieu of injury leave compensation, provided such work is available and either the Employee's or Employer's physician releases the Employee to return to work under such conditions. If the Employer's and Employee's physicians disagree as to the return to work issue such physicians shall mutually select a third physician to decide that issue. The third physician shall be chosen from among those providing service covered by the Employee's health insurance plan. The cost of the third physician shall be split evenly between the parties.

Section 5. All Employees, who have completed their probationary period and who are called (not volunteered) to serve as jurors, will receive their regular pay less their pay as a juror. Upon discharge from jury duty by the Court, the Employee shall immediately call his supervisor for instructions regarding reporting for work if scheduled to work at that time. Night shift Employees appearing for jury duty during the day shall be permitted to use accrued compensatory or vacation leave for their regularly scheduled shift with 24 hours notice. The 24 hour notice period may be waived by the Chief of Police at his discretion.

Section 6. Employees, after completing their probationary period, shall be entitled to personal time off as follows:

(a) Full-time employees of the Police Department shall be permitted to take eight (8) hours off per year as personal time off, subject to the advance approval of the Chief of Police.

(b) Full-time employees of the Police Department shall accrue one (1) additional personal eight (8) hour period off per year upon the first day of any calendar year following their respective fifth, tenth, fifteenth, twentieth and twenty-fifth anniversaries marking uninterrupted service with the City, subject to the advance approval of the Chief of Police.

Section 7. The Employer shall have the right to demand proof of all items listed above regarding paid leave.

## ARTICLE 14

### Vacations

Section 1. Employees shall be entitled to vacation time with pay each year as follows:

(a) Full-time Employees of the Police Department shall be entitled to two (2) calendar weeks of vacation with full pay after completing his probationary period and after service of one (1) year. Such vacation entitlement shall be accrued at a rate of 4.308 hours per pay period.

(b) Employees having five (5) or more years of service, are entitled, during each year thereafter, to three (3) calendar weeks of vacation leave with full pay. Such vacation entitlement shall be accrued at a rate of 6.462 hours per pay period.

(c) Employees having twenty (20) or more years of service, are entitled, during each year thereafter, to four (4) calendar weeks of vacation leave with full pay. Such vacation entitlement shall be accrued at a rate of 8.615 hours per pay period.

(d) For the purposes of calculating the above specified vacation leave, a calendar week of vacation shall be equal to fifty-six (56) hours of paid vacation.

Section 2. Vacation schedules shall be established in accordance with the Employer's rules, regulations, general orders, procedures and resolutions. Provided, however, that up to two (2) weeks of vacation may be scheduled by seniority, if such request is submitted to the Police Chief, in writing, by March 31 for that calendar year. Vacation requests received after March 31 will be determined by scheduling needs, as determined in the sole discretion of the Chief, or the earliest date a written request for vacation was submitted. Seniority priority vacation may not exceed two (2) weeks and additional vacation may only be taken if department schedules permit.

Section 3. Vacation pay shall be based upon the Employee's regular pay in effect when the Employee starts his vacation.

Section 4. Employees who do not use all of their accrued annual vacation before the end of the current year may carry over up to one-half of their annual vacation leave entitlement to the following year. In no event shall the amount of vacation leave that is carried-over to a subsequent year exceed one-half of the employee's annual entitlement.

Section 5. An Employee, in order to receive vacation pay, must be in the actual employ of the Employer at the time he takes his vacation, except as follows:

Vacation Cash Out Upon Separation. Any bargaining unit member with ten (10) or more years of service in Indian Hill shall be paid for any accumulated but unused vacation leave up to the maximum accrual of one and one half (1-½) times their annual vacation accrual, provided he or she has turned in all Employer issued equipment.

Section 6. If an Employee is hospitalized while on vacation, his leave status will be changed from vacation leave to sick leave for the period of hospitalization provided satisfactory proof thereof is presented to the Employer.

Section 7. In the sole discretion of the City Manager, a newly hired Employee with prior full-time service with a public law enforcement agency, upon the successful completion of his probationary period, will be credited with such service for purposes of Section 1, above, rounded up or down to the nearest year of such full-time service.

## ARTICLE 15

### Holidays

Section 1. The following holidays will be recognized by the Employer:

- (a) New Year's Day
- (b) Presidents' Day
- (c) Good Friday
- (d) Memorial Day
- (e) Independence Day
- (f) Labor Day
- (g) Veterans' Day
- (h) Thanksgiving Day
- (i) Day after Thanksgiving
- (j) Christmas Eve (½ day)
- (k) Christmas Day

Section 2. Employees of the Police Department, who are assigned shift work, will be compensated at time and one half (1-1/2) rate for eight (8) hours. All others will receive the holiday off. However, an Employee who works on New Year's Day, Thanksgiving, the Day after Thanksgiving, and/or Christmas Day shall receive super-holiday compensation of 1.5 times the Employee's regular rate (straight time rate) of compensation for all hours worked on the holiday in addition to the 8 hours of holiday pay at the time and one-half rate. The holiday shall be considered to run from 7 am on the day of the actual holiday to 7 am on the day after the actual holiday. Except as expressly provided in this Agreement, there shall be no pyramiding of any overtime or premium pay. Officers assigned to permanent detective duty will be guaranteed

a minimum 2 days call-in holiday pay each year at time and one half (1-1/2) for eight (8) hours in lieu of receiving the holiday off. The guaranteed call in period will be for 12 months starting December 1.

Section 3. In the event of the death of the Employee any holiday leave benefit owed to the Employee shall be paid to the estate of the Employee or in the absence of an estate, to his/her next of kin.

## ARTICLE 16

### Sick Leave

Section 1.     Sick Leave Accrual. All Employees shall accrue sick leave at the rate of ten (10) hours for each month worked, and any sick leave accrued, but not used or converted as hereinafter provided, in any year shall be accrued in succeeding years up to 960 hours, unless more than 960 hours are approved by the City Manager.

Section 2.     Use of Sick Leave. An Employee eligible for sick leave shall be granted such leave with full normal pay, upon approval of his/her department or division head, for the following reasons:

(a)     Personal illness or physical incapacity due to pregnancy, injury or contagious disease;

(b)     Illness of a member of the Employee's immediate family requiring the Employee's personal care and attendance; sick leave may also be used for up to five (5) calendar days absence at the time of birth of an offspring and subsequent convalescence of the Employee's spouse;

(c)     Enforced quarantine of the Employee in accordance with the community health regulations.

Section 3.     Sick Leave Verification. At least one (1) hour before the start of his/her assigned shift, an Employee shall inform his/her immediate supervisor of the fact that they are reporting off sick. The exception to the foregoing is when there is a provable inability to make a telephone call. Upon the request of the Employer, an Employee must furnish satisfactory proof of his or her sickness before a day of sick leave is paid.

Sick leave taken on the Employee's scheduled shift immediately before or immediately after a holiday may require a physician's certificate before any sick leave will be paid, upon the request of a supervisor.

An Employee (or, in his or her absence, a supervisor) using sick leave is required to fill out, sign and submit the departmental form justifying the use of sick time, before receiving pay for the time used. Upon return from sick leave, such Employee will countersign any sick leave form signed by the supervisor in his or her absence.

The falsification of the departmental sick leave form or a physician's certificate shall subject the Employee to disciplinary action, up to and including discharge.

Section 4. Minimum Charge to Sick Leave. Absence for a fraction of a day that is chargeable to sick leave in accordance with these provisions shall be charged in increments of not less than two (2) hours. Employees who, after reporting to work, are then sent home on sick leave shall be charged for actual time absent.

Section 5. Sick Leave Credit on Return to Service. An Employee who is laid off or on unpaid disability leave will, upon reinstatement to service, be credited for any unused sick leave existing at the time of his layoff or leave.

Section 6. Sick Leave Credit Upon Transfer. Upon transfer from one division or department to another, unused sick leave shall be available for the transferred Employee's use.

Section 7. Payment of Sick Leave to Members Killed in Line of Duty. If an Employee is killed in the "line of duty," the Village shall pay the Employee's surviving spouse, or, if there is no surviving spouse, the Employee's estate, all of the Employee's accrued, unused sick leave as of the Employee's date of death. For the purpose of this Section, "line of duty" means that the Employee was performing official department business at the time of his death, or

the Employee's death proximately resulted from the member's performance of his/her lawful duties as a Police Officer.

Section 8. Workers' Compensation. No Employee may receive payment from the Village for sickness or injury if he is receiving Workers' Compensation for the same purpose. Therefore, once a Workers' Compensation claim has been approved the Workers' Compensation checks will be signed by the Employee and turned over to the Village. The Village shall continue to pay the Employee his/her regular paycheck during this period of time.

Section 9. Accumulated Sick Leave Incentive. Permanent, full-time Employees of the Village who have accumulated a sick leave balance of 720 hours shall be compensated annually for 33.3% of the number of hours in excess of 720 hours, not to exceed 120 hours each year. This compensation will be at the hourly rate of base pay in effect at the time of payment. The actual payment to the Employee in any one year shall not exceed 40 hours of pay. The remaining unused sick leave, not to exceed 80 hours per year shall be accumulated with the original 720 hour balance to a maximum allowable sick leave balance of 960 hours. The number of benefit hours shall be based upon a 12-month reporting period of December 1 through November 30.

Section 10. Pay for Accumulated Sick Leave at Retirement.

(a) All Employees, at the time of their retirement or resignation in good standing, with ten (10) or more years of service, shall receive payment based on the Employee's rate of pay at retirement or resignation for accrued but unused sick leave at a rate of 1 hour of pay for every two hours of accumulated leave (50%). Accordingly, Employees can receive a maximum payment of 480 hours.

(b) In no event shall sick leave be permitted to accrue in an amount greater than 960 hours.

(c) If an Employee is separated from employment through a removal for cause and has unused sick leave to his credit, he shall not be entitled to compensation for accrued and unused sick leave to his credit at the time of separation.

## ARTICLE 17

### Health / Life Insurance

Section 1. Bargaining unit members shall be permitted to participate in and receive all benefits from the health insurance plan, Employee Assistance Program, and life insurance plan made available to all other City employees at the same rates, co-pays, premiums, and obligations as other City employees.

## ARTICLE 18

### Hours of Work & Overtime

#### Section 1.

(a) Work Period / Pay Period. An Employee working in excess of one hundred and sixty-eight (168) hours in a twenty-eight (28) day work period, as defined by the Fair Labor Standards Act, as amended, shall be paid time and one-half his/her regular rate.

(b) Shift / Tours of Duty. There will be three (3) shifts, each comprised of twelve (12) consecutive hours constituting a "tour of duty." The shifts will be as follows:

Shift A – 7:00 p.m. to 7:00 a.m.

Shift B – 7:00 a.m. to 7:00 p.m.

Shift C – 2:00 p.m. to 2:00 a.m.

The personnel of Shifts A and B will alternate every work period. Shift C will be staffed from the Shift A personnel as staffing and scheduling permit at the discretion of the Chief of Police.

(c) Pay periods. Salaries and wages for bargaining unit members are payable on a bi-weekly basis.

(d) On-Duty Fitness Time. Manpower permitting and with approval of the shift supervisor each Employee will be permitted one (1) hour of on-duty time per shift to engage in physical fitness training. Employees may be recalled to duty in case of emergency.

Section 2. Overtime. All hours worked in excess of an Employee's regular scheduled workday, and all hours worked in excess of the standard work period shall be considered overtime and compensated at the rate of one and one half times the Employee's regular hourly rate of pay.

Section 3. The Employer shall have the right to adopt any tour system or work schedule provided that the Union is given prior notification and an opportunity to meet and confer regarding the proposed changes.

Section 4. Assignment, approval, documentation, compensation and other matters regarding overtime, or hours worked beyond the regular schedule, except as specifically provided in this Agreement, will be subject to the rules and regulations and general orders of the Employer.

Section 5. Except as provided in Section 1, above, off duty court compensation will be paid for actual time in court (including reasonable time spent traveling to and from court) by officers who are off duty whose presence is required for official Village matters at the Employee's normal hourly rate (salary divided by 2,184 hours) of pay. Employees shall be credited with a minimum of four (4) hours off duty court compensation in connection with any such required appearance. The Employer may request proof of presence in court before payment of court time. This Section shall also apply to an Employee who is called out by the Employer for official Employer business and who physically reports for duty after more than one hour has elapsed since the Employee's shift has ended or is scheduled to begin. Such Employee shall be credited with a minimum of four (4) hours off duty "call out" compensation in connection with any such required duty at their overtime rate.

## ARTICLE 19

### Outside Employment

Section 1. Bargaining unit members may engage in outside employment as long as such activity does not interfere with the proper performance of their City employment. Department head approval for outside employment is required in advance of any outside employment. Such approval shall not be unreasonably withheld. Outside employment is prohibited when:

- a. The work causes absences or tardiness from an Employee's work assignment;
- b. The work has caused the quality of the Employee's work to deteriorate;
- c. The work could result in a conflict of interest on the Employee's part in the performance of his/her City related duties; or
- d. The work is an inappropriate reflection on the City.

## ARTICLE 20

### Wages

Section 1. Effective with the pay period beginning closest to March 1<sup>st</sup> of 2013, 2014, and 2015, rates of pay computed hourly for Employees shall be in accordance with the Step Schedule attached as Appendix A.

Section 2. Eligibility for step rate increases during the term of this Agreement shall be payable to the Employee on the pay period after the Employee's anniversary date of first reporting to work for the Employer. The Police Chief shall perform a written performance evaluation to be submitted to and reviewed with the Employee, by the Police Chief or his designee, prior to the Employee's yearly anniversary date of employment.

Section 3. Employees of the Police Department who are assigned to A shift or C shift work shall receive shift differential pay at the rate of \$42 per pay period.

Section 4. Lateral Hires. Lateral hires may be placed at the step commensurate with their current salary, experience, and certification upon the recommendation of the Chief of Police and approval of the City Manager and City Council.

Section 5. Officer In Charge. Patrol officers who are required to perform all shift supervisor duties in excess of two (2) hours in a given workday shall receive Officer in Charge pay of \$2.50 per hour, retroactive to the first hour that the employee began to perform such duties.

Section 6. Benefits. All benefits that are affected by the mid-year start date of this Agreement shall be prorated accordingly.

Section 7. Field Training Officer Pay. Employees who are assigned as field training officers during the training of new personnel shall receive a Field Training Officer pay

differential of \$1.50 per hour for the hours during which they are engaged in field training activities with new personnel.

Section 8.     Bi-Weekly Compensatory Time: Each Employee shall be granted two (2) hours of compensatory time every fourteen days (each pay period).

## ARTICLE 21

### Uniforms & Uniform Maintenance

Section 1. Uniform Issuance. It shall be the responsibility of the City of the Village of Indian Hill to supply all uniforms and equipment (including footwear) at a standard that meets or exceeds the Rules and Regulations / Policies and Procedures of the Police Department. The City shall issue at least three (3) full sets of the summer and winter uniform. The City shall replace or repair all uniform and equipment on an as-needed basis at the request of the Employee.

Section 2. Uniform Maintenance. The City shall provide laundry and/or dry cleaning services for Employees' uniforms at no cost to the employee.

Section 3. Detectives. Any Employee assigned as a detective/investigator requiring business attire shall be provided a one hundred dollar (\$100) per month stipend for the purpose of purchasing such necessary attire. Said Employees' attire may be maintained as described in Section 2 above. The City shall provide to the detective/investigator all equipment necessary to the position.

Section 4. Body Armor. The City shall provide to all Employees body armor of at least threat level IIA and shall replace the body armor consistent with manufacturers' warranty or at any time the body armor's composition becomes compromised by damage or wear.

Section 5. Return of Uniforms Upon Separation. Upon separation from employment and at the request of the City, the Employee shall return to the City all uniforms and equipment issued to them except that footwear provided to any Employee nor business attire purchased by the detective/investigator shall be subject to return.

Section 6. Damaged Personal Property. Any item of personal property damaged or lost in the pursuit or apprehension of a suspect, stolen or lost in the performance of official duties,

on or off duty, will be reimbursed by the Employer at the replacement cost if not otherwise reimbursable by other sources, in an amount not to exceed \$100. Any items reimbursed in excess of this amount are at the sole discretion of the Chief of Police.

## ARTICLE 22

### Longevity

Section 1. Effective on and after January 1, 2010, bargaining unit members with at least five (5) years of continuous service with the City shall receive an annual longevity payment in addition to their regular compensation in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>PAYMENT</u>
5 thru 9 years	\$750.00
10 thru 14 years	\$850.00
15 thru 19 years	\$950.00
20 or more years	\$1,050.00

Section 2. The longevity payment shall be made annually during the first week in December to those qualified Employees of record, who have or will have completed the specified number of years of service on or before December 31 of that year.

Section 3. In case of death, retirement, or resignation, longevity pay shall be pro-rated based on the number of completed months actually worked during the calendar year and shall be paid as part of the terminal benefit lump sum.

Section 4. In the event of the death of the Employee, any longevity benefit owed to the Employee shall be paid to the estate of the Employee or in the absence of an estate, to his or her next of kin.

## ARTICLE 23

### Training, Professional Development, Tuition Reimbursement

Section 1.     Policy. It is the policy of the Village of Indian Hill that all Employees are properly licensed, trained, and educated to perform their respective assignments in a professional manner. It is also the policy of the Village of Indian Hill that Employees, who are pursuing associate, bachelors, masters, and juris doctor degree programs from an accredited college or university, will be eligible to receive tuition reimbursement under the terms and conditions of this policy.

Section 2.     Definitions. The following definitions shall apply to the terms used in this policy:

A.     Accredited College or University: A post-secondary educational institution which is certified as accredited by an accreditation agency recognized by the U.S. Department of Education.

B.     Degree Program: A program of studies offered at an accredited college or university which, when pursued to completion, results in the award of a specific associate, bachelors, masters, or juris doctor degree.

C.     License: Any professional certification required under the laws of the State of Ohio or the U.S. Government for employment in a particular job classification.

D.     Mandatory Training: Any employment training or certification required by the Village of Indian Hill, the State of Ohio, and/or the U.S. Government as a condition of employment.

E.     Successful Completion of Academic Grading Period: The completion of an academic quarter or semester with a reported grade of no less than a "C" (2.0 on a 4.0 scale).

F. Textbook/Study Material Costs: Any cost associated with the purchase of required books and/or study materials for Employee participation in mandatory or voluntary training or in the pursuit of a college or university degree.

G. Travel Expenses: Transportation costs associated with an Employee's participation in mandatory or voluntary training.

H. Tuition: Fees and costs associated with participation in mandatory or voluntary training or in a college or university course offering in a degree program.

I. Voluntary Training: Any non-mandatory job related training opportunity for which the attendance of an employee is authorized by the department head.

Section 3. Mandatory Licensing and Training. The Village of Indian Hill will pay directly or reimburse Employees for all tuition, textbook/study material or travel expenses incurred for attendance at any mandatory licensing or training program they are required to attend.

Section 4. Voluntary Training. Any Employee desiring to participate in voluntary job-related training programs may submit a request to participate in such job related training to their respective department head. The department head shall determine if the requested training qualifies as a job related training program and whether the requesting Employee and the department will derive a benefit from the training program. The department head will also determine whether the departmental work load and schedule will allow the Employee to participate in the requested training. If the department head approves the Employee's request for voluntary training, the Village of Indian Hill will pay directly or reimburse the Employee for all tuition, textbook/study material, or travel expenses incurred for attendance at the training program.

Section 5. Reimbursement for College or University Courses. The Village of Indian Hill will provide partial reimbursement for tuition and textbook/study material expenses for Employees who are attending accredited college or university courses in pursuit of an associate, bachelors, masters, or juris doctor degree. The percentage of such reimbursements will be determined by the City Manager, based upon available funding and the following reimbursement schedule:

A. Approval for an Employee's participation in the tuition reimbursement program, including a confirmation of the percentage of eligible reimbursement, must be received in advance of the commencement of any coursework for which a reimbursement is being sought by the Employee.

B. A full time Employee who is pursuing an associate, bachelors, masters, or juris doctor degree in a field that is directly related to his or her job classification may, upon the recommendation of the department head and the approval of the City Manager, be eligible to receive a reimbursement of up to 75% of the actual expenses incurred for tuition and textbook/study material for such coursework after the successful completion of any academic grading period.

C. A full time Employee who is pursuing an associate, bachelors, masters, or juris doctor degree in a field that is not directly related to his or her job classification, but may, in the opinion of the department head and with the concurring approval of the City Manager, represent a benefit to the Village of Indian Hill, may be eligible to receive a reimbursement of up to 50% of the actual expenses incurred for tuition and textbook/study material for such coursework after the successful completion of any academic grading period.

D. A full time Employee who is pursuing an associate, bachelors, masters, or juris doctor degree in a field that is not related to his or her job classification, and which, in the opinion of the department head and with the concurrence of the City Manager, does not represent a direct benefit to the Village of Indian Hill, may be eligible to receive a reimbursement of up to 25% of the actual expenses incurred for tuition and textbook/study material for such coursework after the successful completion of any academic grading period.

## ARTICLE 24

### Termination Pay / Service Weapon

Section 1. Employees shall be entitled to terminal leave pay in accordance with current City policy as set forth in City Code Section 35.65. Any material changes to such policy must first be reviewed with the Union, on a meet and confer basis, before such changes occur.

Section 2. In addition, with respect to granting such benefit, the recommendation of the Employee's department head shall not be unreasonably withheld.

Section 3. An Employee, upon retirement, shall also be entitled to purchase his or her service weapon for \$1.00.

## ARTICLE 25

### OPBA Training & Directors

Section 1. OPBA Training. The City, upon reasonable notice by the OPBA, shall permit Directors and alternate Directors to attend annual training sessions not to exceed a cumulative total of thirty-two (32) hours per year, sponsored by the OPBA related to the administration and conduct of the grievance/arbitration procedure. Such time will be granted subject to minimum staffing and provided no overtime results. Said attendance will be granted as leave without pay unless the Employee chooses to use vacation or personal leave to attend the OPBA training. In addition, the Employee may use compensatory time to attend the OPBA training to the extent and so long as the City has in effect a policy or policies which provides for or allows City employees to accumulate compensatory time.

## ARTICLE 26

### Drug Free Workplace

The Union agrees with and supports the Village's drug testing program and is committed to ensuring a safe, drug free workplace. To achieve that goal, the Union hereby agrees to adhere to a drug testing policy in place at the ratification of this Agreement or that is developed by the Village hereafter. Implementation of a drug testing policy or any major changes to the Village's drug testing program shall be first submitted to the Union for its consideration prior to such implementation or change.

## ARTICLE 27

### Modification & Separability

Section 1. Unless otherwise specifically provided herein, the provisions of this Agreement shall be conclusive as to all bargainable matters relating to wages, hours, and working conditions. Therefore, the Employer and the Union for the term of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or governed by this Agreement, unless the Employer and the Union mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.

Section 2. Should any provision of this Agreement be found to be illegal or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 3. In the event of invalidation of any Article or Section, as described above in Section 2, the parties agree to meet within thirty (30) days of such action for the purpose of renegotiating said Article or Section.

Section 4. The parties agree that this Agreement will be the sole and exclusive authority and recourse available to Employees and the parties hereto, and where subjects covered and provisions of this Agreement conflict with otherwise applicable provisions of Ohio law, this Agreement shall prevail pursuant to Ohio Revised Code Section 4117.10(A).

ARTICLE 28

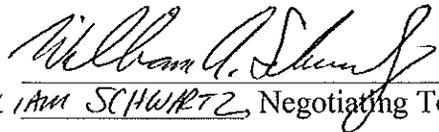
Duration

This Agreement shall become effective as of June 1, 2013, and shall continue until May 31, 2016. Thereafter it shall continue in force from year to year unless either party hereto notifies the other in writing at least sixty (60) days prior to the expiration of the term or extended term of this Agreement, of any intention to make changes in or terminate the Agreement.

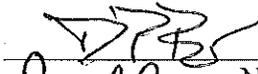
IN WITNESS WHEREOF, the Union and the Employer have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2013.

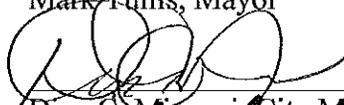
FOR THE UNION:

THE CITY OF THE VILLAGE OF INDIAN HILL:

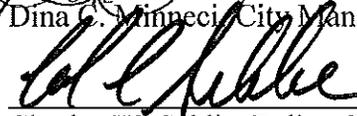
  
WILLIAM SCHWARTZ, Negotiating Team

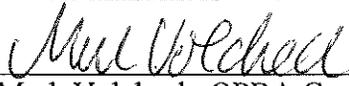
  
Mark Tullis, Mayor

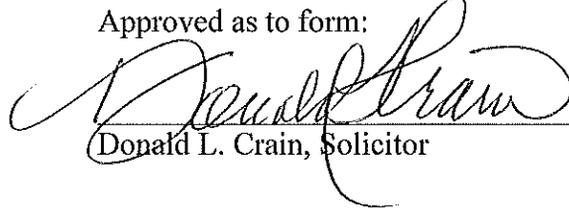
  
Dean P. Ramsey, Negotiating Team

  
Dina G. Minneci, City Manager

\_\_\_\_\_, Negotiating Team

  
Charles W. Schlie, Police Chief

  
Mark Volcheck, OPBA Counsel

Approved as to form:  
  
Donald L. Crain, Solicitor

# APPENDIX A

## WAGES

3/1/2013 Wages 0% Increase		3/1/2014 Wages 2% Increase		3/1/2015 Wages 2% Increase	
Step 1:	\$59,002	Step 1:	\$60,182	Step 1:	\$61,386
Step 2:	\$65,034	Step 2:	\$66,335	Step 2:	\$67,662
Step 3:	\$68,289	Step 3:	\$69,655	Step 3:	\$71,048
Step 4:	\$71,696	Step 4:	\$73,130	Step 4:	\$74,593
Step 5*:	\$75,267	Step 5*:	\$76,772	Step 5*:	\$78,308

\*This step may only be obtained after completing five years of police service.