



13-MED-01-0057
0039-04
K29888
08/22/2013

AGREEMENT
BETWEEN THE
CITY OF LIMA, OHIO
AND
THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.
(PARK RANGERS)

Case No. 2013-MED-01-0057

Effective thru April 13, 2016

TABLE OF CONTENTS

	<u>Page</u>
Article 1	Agreement1
Article 2	Recognition1
Article 3	Dues Deduction/Fair Share Fees2
Article 4	Bulletin Board/Mail System.....4
Article 5	Management Rights5
Article 6	Nondiscrimination — Gender6
Article 7	Union Representation.....6
Article 8	No Strike/No Lockout.....7
Article 9	Grievance Procedure7
Article 10	Seniority/Probationary Period11
Article 11	Layoff and Recall12
Article 12	Labor/Management Meetings13
Article 13	Disciplinary Procedures13
Article 14	Personnel Files15
Article 15	Rules and Regulations16
Article 16	Safety/Training.....17
Article 17	Waiver in Case of Emergency17
Article 18	Hours of Work and Overtime18
Article 19	Wages.....20
Article 20	Holidays21
Article 21	Vacation22
Article 22	Injury Leave23
Article 23	Sick Leave.....24
Article 24	Bereavement Leave.....26
Article 25	Military Leave.....27
Article 26	Jury Duty.....27
Article 27	Unpaid Leave of Absence27
Article 28	Family and Medical Leave28
Article 29	Uniforms28
Article 30	Firing Range29
Article 31	Insurances29
Article 32	Reimbursement of Hiring and Training Expenses.....32
Article 33	Tuition Reimbursement32

TABLE OF CONTENTS

	<u>Page</u>
Article 34 Drug/Alcohol Testing	33
Article 35 Mileage Reimbursement	36
Article 36 Fitness for Duty	36
Article 37 Residency	36
Article 38 Licenses and Certifications	36
Article 39 Duration	37
Signature Page	38
Appendix A Binding Contract for Reimbursement of Hiring and Training Expenses Memorandum of Understanding	

Section 2.4. In the event a new position is created within the park ranger function, the FOP/OLC may request negotiations regarding the inclusion of the new title within the bargaining unit. If requested by the FOP/OLC, the Employer and the FOP/OLC shall meet at least once to negotiate regarding inclusion of the new title within the bargaining unit. If the parties agree to include the new position, it shall be implemented as proposed by the City subject to approval by 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.

If the Employer and the FOP/OLC cannot reach agreement, either may petition the State Employment Relations Board for unit clarification or amendment of certification, whichever is appropriate.

Nothing herein shall restrict the Employer's right to fill the position pending final determination by the State Employment Relations Board.

ARTICLE 3

DUES DEDUCTION/FAIR SHARE FEES

Section 3.1. The Employer agrees to deduct FOP/OLC membership dues, initiation fees and assessments in accordance with this Article for all employees eligible for the bargaining unit. The FOP/OLC shall notify the Employer of the amount of its dues as is necessary to be accurate. One month's advance notice must be given to the Employer prior to making any changes in the amount of dues deducted.

Section 3.2. The Employer agrees to deduct regular FOP/OLC membership dues, initiation fees or assessments twice each month from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct FOP/OLC dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer. Written notice of the dues deduction revocation shall be served upon the Employer and the FOP/OLC by the employee to make the revocation effective.

Section 3.3. For the duration of this Agreement, the Employer agrees to remit the dues deducted from eligible bargaining unit employee's pay in accordance with this Article, once each month to the FOP/OLC Inc., 222 East Town Street, Columbus, Ohio 43215-4611.

Section 3.4. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of FOP/OLC dues, initiation fees or assessments. The FOP/OLC hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the

Employer pursuant to this Article. Once the funds are remitted to the FOP/OLC, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP/OLC.

Section 3.5. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization or resignation by the employee from the FOP/OLC in accordance with the provisions herein; or (6) any other separation from the City's payroll.

Section 3.6. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of FOP/OLC dues.

Section 3.7. The parties agree that neither the employees nor the FOP/OLC shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within thirty (30) days after the date such an error is claimed to have occurred or was known to have occurred. If it is found an error was made, it will be corrected at the next pay period that the FOP/OLC dues deductions would normally be made by deducting the proper amount.

Section 3.8. As a condition of employment, sixty (60) days following the beginning of employment or upon the effective date of this labor agreement, whichever is later, employees in the bargaining unit who are not members of the FOP/OLC, including employees who resign from membership in the FOP/OLC after the effective date of this labor agreement, shall pay to the FOP/OLC, 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 FOP/OLC, nor shall the fair share fee exceed the dues paid by members of the FOP/OLC in the same bargaining unit. The FOP/OLC is responsible, annually or as necessary to be accurate, for certifying to the Employer the amount of the fair share fee. One month's advance notice must be given to the Employer prior to making any changes in the 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 FOP/OLC 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 FOP/OLC 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. The FOP/OLC shall provide the City's Director of Human Resources with a copy of its current rebate and challenge procedure.

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.

The FOP/OLC shall hold the City harmless from any liability arising out of any action by it or omitted by it in compliance with or in an attempt to comply with the provisions of this Section.

ARTICLE 4
BULLETIN BOARD/MAIL SYSTEM

Section 4.1. The Employer agrees to provide space on an existing bulletin board in an agreed upon area of the facility for use by the FOP/OLC. The Employer reserves the right to limit the size and location of such bulletin board.

Section 4.2. All FOP/OLC notices of any kind posted on the bulletin board shall be signed, dated and posted by a designated local FOP/OLC representative. FOP/OLC notices relating to the following matters may be posted without the necessity of receiving the Employer's approval:

- A. FOP/OLC recreational and social affairs;
- B. Notice of FOP/OLC meetings;
- C. FOP/OLC appointments;
- D. Notice of FOP/OLC elections;
- E. Results of FOP/OLC elections;
- F. Reports of non-political standing committees and independent non-political arms of the FOP/OLC; and
- G. Non-political publications, rulings or policies of the FOP/OLC.

It is also understood that no material may be posted on the bulletin board at any time which contains the following:

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

Section 4.3. No FOP/OLC related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin board designated for use by the FOP/OLC.

Section 4.4. Upon the request of the Employer or designee, the FOP/OLC shall cause the immediate removal of any material posted in violation of this Article.

Section 4.5. The FOP/OLC shall be permitted to utilize, at no cost or loss of time to the Employer, the Departmental Mail System for the purpose of providing information pertaining to bargaining unit members. The FOP/OLC agrees that the use of the mail system will be reasonable and limited to providing information that is necessary for the normal conduct of FOP/OLC business or bargaining unit representation. All mail placed into the mail system by the FOP/OLC 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 Employer.

ARTICLE 5

MANAGEMENT RIGHTS

Section 5.1. 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 of 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, process, means or personnel by which the Department's operations are to be conducted;
- I. To suspend, discipline, demote or discharge employees for just cause, or to lay off, transfer, assign, schedule, promote or retain employees;
- J. To determine the adequacy of the work force;
- K. To determine the overall mission of the Employer 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 Public Employer as a governmental unit.

Section 5.2. The Labor Council recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the exclusive function of the Employer.

ARTICLE 6 **NONDISCRIMINATION — GENDER**

Section 6.1. The Employer agrees not to restrain or coerce any employee because of FOP/OLC membership or because of any legally authorized employee activity in an official capacity on behalf of the FOP/OLC.

Section 6.2. There shall be no unlawful disparate treatment, restraint or coercion by the FOP/OLC or its representatives against any employee exercising the right to abstain from membership in the FOP/OLC or involvement in FOP/OLC activities.

Section 6.3. The Employer and the FOP/OLC agree not to unlawfully discriminate against any bargaining unit employee because of that individual's age, race, religion, national origin, ancestry, sex, disability, or military status.

Section 6.4. All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

ARTICLE 7 **UNION REPRESENTATION**

Section 7.1. A representative of the FOP/OLC shall be admitted to the Employer's facilities for the purpose of attending scheduled meetings or hearings. Upon arrival, FOP/OLC representatives shall identify themselves to the Employer.

Section 7.2. The FOP/OLC shall submit in writing the names of the employees who will act as representatives for processing grievances as outlined in the Grievance Procedure.

Section 7.3. The FOP/OLC shall provide to the Employer the names, office held, business address and telephone numbers of the employee FOP/OLC grievance representative and the Staff Representative. This list shall be kept current at all times. No employee shall be recognized by the Employer as a representative of the FOP/OLC until the FOP/OLC has presented the Employer with written certification of that person's appointment.

Section 7.4. The investigation and writing of grievances shall be accomplished during non-work time (i.e., lunch breaks, work breaks, before or after work) so as not to interrupt the normal work duties of employees. If grievance hearings are scheduled during an employee's regular work hours,

the grievant and the employee representative shall be released from duty with pay for purposes of attending the hearing.

Section 7.5. The FOP/OLC agrees that no representative of the FOP/OLC, either employee or non-employee of the Employer, shall interfere with, interrupt, or disrupt the normal work duties of employees. Further the FOP/OLC agrees not to conduct meetings (bargaining unit, local, or committee meetings) involving on-duty employees except to the extent specifically authorized by the Employer. Unauthorized activity shall cease upon the demand of the Employer.

Section 7.6. One employee FOP/OLC representative shall be granted up to eight (8) hours of time off per contract year without loss of pay or benefits to attend FOP/OLC conferences or conventions. The employee shall submit a request for such leave to the Employer not less than seven (7) days in advance of the date the leave is requested to begin. The Employer reserves the right to deny such leave in the event of an emergency situation.

ARTICLE 8

NO STRIKE/NO LOCKOUT

Section 8.1. 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 or 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 4117.23 of the Ohio Revised Code.

Section 8.2. The City agrees that neither its officers, agents or representatives individually or collectively will authorize, instigate, cause, aid or condone any lockout of bargaining unit employees as a result of a labor dispute with the Labor Council, provided the employees are not in violation of Section 8.1 of this Article.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 9.1. The term "grievance" shall mean an allegation by a bargaining unit employee or the FOP/OLC that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

Where the alleged grievance involves a suspension, reduction in pay or position or discharge of a non-probationary employee or the interpretation or application of this Agreement, appeal shall be by

the remedies specified in the Grievance Procedures provisions herein. No such actions shall be appealable to the Civil Service Commission. Grievances involving a verbal or written reprimand may be appealed to Steps 1 through 3 of the grievance procedure only.

Section 9.2. All grievances must be processed at the proper step in order to be considered at the subsequent steps.

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. Any grievance which is not processed by the employee within the time limits provided, shall be considered resolved based upon management's last answer, and therefore not be subject to arbitration.

Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties; which extension shall be in writing.

Section 9.3. It is the mutual desire of the Employer and the FOP/OLC to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by the Employer and the FOP/OLC to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Informal Step: Employees are encouraged to discuss and attempt to resolve any alleged grievance with their immediate Supervisor prior to submitting a written grievance to Step 1.

Step 1: In order for the alleged grievance to receive consideration under this procedure the grievant, with the local FOP/OLC representative, if the former desires, must present the written grievance to the employee's immediate Supervisor within five (5) work days of the occurrence of the incident or knowledge of the occurrence that gave rise to the grievance, not to exceed thirty (30) calendar days. The Supervisor shall investigate and respond in writing to the grievance within five (5) work days following receipt of the grievance. Nothing herein shall prevent the grievant from verbally discussing the complaint with the immediate Supervisor prior to filing a formal grievance. However, such discussion must take place within the stipulated time limits above.

Step 2: If the grievance is not resolved at Step 1, the employee shall have five (5) workdays following the immediate Supervisor's written response to present the grievance to the Division Head. The Division Head shall schedule a meeting to review the grievance with the grievant and the grievant's FOP/OLC representative, if a representative is requested. The Division Head

shall respond in writing to the grievant within five (5) work days following the meeting.

Step 3:

If the grievance is not resolved at Step 2, the employee shall have five (5) workdays following the Division Head's written response to present the grievance to the Director of Public Works. The Director of Public Works shall schedule a meeting to review the grievance with the grievant and the grievant's FOP/OLC representative, if a representative is requested. The Director of Public Works shall respond in writing to the grievant within five (5) workdays following the meeting.

Step 4:

Arbitration. If the grievance is not satisfactorily resolved at Step 3, it may be submitted to arbitration upon request of the FOP/OLC in accordance with this Section of this Article.

- A. The FOP/OLC based upon the facts presented, has the right to decide whether to arbitrate any grievance not otherwise resolved or withdrawn. Within ten (10) calendar days from the date of final answer on such grievance under Step 3 in the grievance procedure, the FOP/OLC shall notify the Employer in writing of its intent to seek arbitration.
- B. Representatives of the FOP/OLC shall, within ten (10) calendar days after notification of a request to arbitrate, begin the selection procedures outlined below.
- C. The FOP/OLC may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party cancelling the arbitration. Any grievance not submitted within the ten (10) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer.
- D. The FOP-OLC may request a panel of nine (9) arbitrators from Ohio who are members of the National Academy of Arbitrators from the Federal Mediation and Conciliation Service or the American Arbitration Association.
- E. 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 agreement of the parties and the availability of the arbitrator. Each party has the right to reject a submitted panel and request another panel from the agency supplying the list. The party requesting the panel shall pay the cost of the panel of arbitrators.

- F. The arbitrator shall limit any decision to the interpretation, application or enforcement of the specific Articles in this Agreement. The arbitrator may not modify or amend the Agreement.
- G. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.
- H. The arbitrator shall be without authority to recommend any right or relief on any alleged grievance occurring at any time other than the contract period in which such right originated, or make any award based on rights arising under any previous agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as a part of this Agreement. The decision of the arbitrator shall be final and binding on the FOP/OLC, the Employer and the grievant(s).
- I. The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and hearing room, if any, shall be borne by the losing party. The expense of any witnesses, if any, shall be borne by the party calling them. The fee of the court reporter shall be paid by the party asking for one; such fee shall be equally split if both parties desire a reporter or request a copy of any transcripts.

Section 9.4. All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties:

1. Grievied employee's name and signature.
2. Date grievance was filed.
3. Date and time grievance occurred.
4. The location where the grievance occurred.
5. A description of the incident(s) giving rise to the grievance.
6. Specific Articles and Sections of the agreement alleged to have been violated.
7. Desired remedy to resolve the grievance.

Section 9.5. A grievance may be brought by any employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the FOP/OLC to process the grievance. However, all employees desiring to process the grievance shall sign the grievance form.

Section 9.6. For purposes of this Article, workdays are defined as the normal days of work of the individual responding to the grievance or responsible for processing the grievance to the next step.

ARTICLE 10

SENIORITY/PROBATIONARY PERIOD

Section 10.1. Seniority shall accrue to all employees in accordance with the provisions of this Agreement. Seniority will apply as specifically established under the terms and conditions of this Agreement.

Section 10.2. Except as otherwise specified in the other Articles of this Agreement, seniority shall be computed on the basis of uninterrupted length of continuous full-time employment with the City of Lima in the Park Ranger classification. In the event two or more employees have the same seniority based on the above definition, seniority shall be determined based on civil service test scores with the employee having the higher test score being considered more senior.

The following situations constitute breaks in continuous employment for which seniority is lost:

1. Discharge for just cause;
2. Retirement;
3. Layoff in excess of the recall period as established in the Layoff and Recall Article herein;
4. Failure by the employee to notify the Employer of the employee's intention to return to work and/or failure to return to work following recall from layoff, in accordance with the provisions of the Layoff and Recall Article herein;
5. Failure to return to work at the expiration of a leave of absence; or
6. Voluntary resignation.

Section 10.3. A seniority list for bargaining unit employees shall be kept by the Employer and shall be updated as needed. A copy of the seniority list shall be provided to the FOP/OLC upon request.

Section 10.4. All newly hired employees will be required to successfully complete a twelve (12) month probationary period. The probationary period shall begin with the employee's first day of active service, for those employees who have already completed their basic law enforcement training.

All other newly hired employees shall serve a probationary period which ends twelve (12) months following the employee's successful completion of basic law enforcement training. Newly hired probationary employees may be terminated any time during their probationary period and shall have no appeal over such removal through the Civil Service Board or the grievance procedure.

ARTICLE 11 **LAYOFF AND RECALL**

Section 11.1. Whenever the Employer determines that a layoff or job abolishment is necessary, the Employer shall notify the employee in writing fourteen (14) days in advance of the effective date. The Employer, 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 11.2. 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 seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. All part-time or seasonal employees hired or classified as a Park Ranger shall be laid off prior to laying off any bargaining unit employee.

Recalled employees shall not serve a probationary period upon reinstatement except that employees still serving their probationary period at the time of layoff, shall be required to finish such probationary period.

Section 11.3. 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.

Section 11.4. An employee shall be eligible for recall for a period of one (1) year after the effective date of the layoff. When the Employer recalls persons off the recall list, they shall be recalled to their previous classification but not necessarily to the shift they were 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 seven (7) calendar days following the date of mailing of the recall notice to notify the City in writing of the employee's intention to return to work. The employee shall have fourteen (14) calendar days following the mailing date of the recall notice in which to report for duty. The Employer may specify a later date for returning to work in the recall notice or the parties may mutually agree to an earlier date for returning to work.

Section 11.5. The provisions of this article specifically supersede the layoff and recall rules and regulations of the City of Lima Civil Service Board.

ARTICLE 12
LABOR/MANAGEMENT MEETINGS

Section 12.1. In the interest of sound labor/management relations, upon notice by one party and mutual agreement of the other party, the Employer and/or designee and not more than two (2) representatives of the FOP/OLC shall meet to discuss those topics as outlined below.

Section 12.2. Agendas will be exchanged by the parties at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting. The FOP/OLC shall provide the names of their representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the FOP/OLC of changes made by the Employer which affect bargaining unit members (i.e., policies, procedures, etc.);
- 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. Discuss ways to increase productivity and improve efficiency; and/or
- F. To consider and discuss health and safety matters relating to bargaining unit employees.

Section 12.3. FOP/OLC employee representatives attending Labor/Management Meetings shall not suffer a loss in regular pay for hours spent in such meetings if held during the employee's regularly scheduled hours of work. However, under no circumstances shall an employee's attendance at a Labor/Management meeting result in overtime.

ARTICLE 13
DISCIPLINARY PROCEDURES

Section 13.1. Whenever the Appointing Authority orders a formal investigation of an alleged offense by a bargaining unit employee, the following procedures shall be applicable:

- A. During any interview held in accordance with this Section which the employee believes may result in a suspension, reduction, or removal of the employee being interviewed, the employee shall, upon request, be given reasonable opportunity to have a union representative present. The Union representative shall be bound by the same confidentiality requirement as the employee.
- B. 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.

- C. The City may use a polygraph machine or any other mechanical, or electrical means to investigate the truth of statements made by an employee if such employee is the focus of an investigation or believed to be a witness to the incident being investigated. No disciplinary action shall be taken against members based solely on the results of such tests.
- D. 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.
- E. Any employee who has been under investigation shall be informed, in writing, of the conclusion of the investigation.

Section 13.2. No employee shall be reduced in pay or position, suspended or removed, except for just cause.

Section 13.3. 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, reduction in pay or position, or discharge.

Section 13.4. The City shall take corrective action deemed necessary by the circumstances on a case-by-case basis.

Section 13.5. 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.

Section 13.6. The City agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

Section 13.7. A suspension, reduction in pay or position, or discharge of a non-probationary employee may be appealed by the remedies specified in the Grievance Procedure provisions of this Agreement. No such actions shall be appealable to the Civil Service Commission.

Section 13.8. 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, solely at the Employer's discretion, one (1) of the following options:

1. Continue working, but forfeit accrued leave time or personal leave in lieu of serving a suspension without pay. The forfeiture shall be one (1) hour of vacation or personal leave for each hour of the proposed suspension.
2. A suspension without pay.

Regardless of which of the above options applies, the suspension shall constitute corrective action of record and shall have the same force and effect as a suspension without pay for purposes of future disciplinary actions. A record of such action shall be placed in the employee's personal file.

The forfeiture of accrued leave in lieu of a suspension without pay shall constitute the final resolution of the corrective action and shall not be subject to appeal.

Section 13.9. The provisions of this Article do not apply to newly hired probationary employees who may be disciplined or terminated anytime during their probationary period. Newly hired probationary employees shall have no appeal regarding such discipline or removal through the Civil Service Board or the grievance procedure.

Section 13.10. Except as required by law, no public disclosure of any pending disciplinary action against an employee shall be made until official action has been taken or until criminal charges have been filed.

Section 13.11. The provisions of this article specifically supersede the discipline rules and regulations of the City of Lima Civil Service Board and Ohio Revised Code Section 124.34.

ARTICLE 14 **PERSONNEL FILES**

Section 14.1. There shall be only one official personnel file per employee maintained by the City.

Section 14.2. Employees shall be allowed to review their personnel file at any reasonable time upon written request. Employees may also authorize their FOP/OLC Representative to review the personnel file. Such request shall be made to the Director of Human Resources and review of the file shall be made in the presence of the Director of Human Resources or designee.

Section 14.3. Employees may copy documents in their personnel file. The City may levy a charge for such copying. Such charge shall bear a reasonable relationship to actual costs.

Section 14.4. If upon examining their personnel file, any employee has reason to believe there are inaccuracies in documents contained therein, the employee may write a memorandum to their immediate Supervisor explaining the alleged inaccuracy. The Supervisor shall forward the memorandum to the Director of Human Resources for attachment to the original document in the file and shall note thereon the Supervisor's agreement or disagreement with the memorandum's contents.

Section 14.5. 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 employee, or which does not originate with the employee, shall be placed in the personnel file unless the employee is simultaneously provided a copy. Anonymous material shall never be placed in an employee's personnel file. An 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 employee shall be the last person to sign a document and no comments may be made on recorded copies thereafter.

Section 14.6. Records of oral warnings shall cease to have force and effect or to be considered in future discipline matters one (1) year after their effective date, providing there are no intervening disciplinary actions taken during that time period. 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 or demotion 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.

Section 14.7. A Supervisor may retain private written notes to document an oral reprimand, but such notes shall not be placed in an employee's personnel file or other official records of the Employer.

Section 14.8. In any case in which an action of record is disaffirmed through the Grievance Procedure, the employee's personnel file shall clearly reflect such disaffirmance.

ARTICLE 15

RULES AND REGULATIONS

Section 15.1. The Employer agrees that any rules or regulations shall be made available to all employees of the bargaining unit.

Section 15.2. The Employer agrees that amendments to the rules and regulations shall be made available to all employees whom they may affect. The Employer also agrees, except in emergency situations, to provide the FOP/OLC a copy of any new or amended written rules and regulations prior to their implementation.

Section 15.3. Nothing herein shall be construed in any manner as a limitation on the Employer's right to enforce, amend or alter its work rules, policies or directives.

Section 15.4. To the extent possible, the Employer agrees that amendments to the rules and regulations shall be provided to the Labor Council in written form seven (7) calendar 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. Nothing in this Section shall prevent the Employer from immediately implementing any amendment to a rule or regulation during emergencies or when such change is mandated by law.

Section 15.5. The rules and regulations shall not violate any provision of this Agreement.

ARTICLE 16
SAFETY/TRAINING

Section 16.1. The City agrees to maintain in safe working conditions 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 Department.

Section 16.2. 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. All rules or regulations relating to safety standards and safe practices shall be verbally communicated to each affected employee by the Employer.

Section 16.4. Employee exposure records (Environmental monitoring, and Material Safety Data Sheets) and accident reports shall be made available to the employee who is the subject of the record or to the employee's designated representative. Employee medical records, including Biological Monitoring, shall be made available to the employee and to the employee's designated representative upon tendering to the Employer a signed written consent form from the employee who is the subject of the record.

Section 16.5. When workplace engineering and work practice controls fail to adequately protect employees from safety hazards or reduce health hazards to an acceptable level, the Employer shall provide personal protective equipment, except when OSHA specifically requires engineering and work practice controls. The equipment provided must meet the requirements of OSHA on agencies referred to by OSHA (e.g., ANSI, MSHA, NIOSH). Failure to utilize or wear safety equipment and/or personal protective equipment where it has been deemed necessary shall subject the offending employee to disciplinary action.

Section 16.6. Exposure to Blood Borne Pathogens (BBP) and Other Potentially Infectious Material (OPIM) is an inherent health hazard for all bargaining unit positions. The Employer shall provide Hepatitis B vaccinations to all employees at the Employer's expense. Employees shall have the opportunity to accept or not accept the vaccinations and shall so indicate on forms provided by the Employer.

Section 16.7. Training. The City agrees to supply training, equipment, and materials for such training as is required by the City as a condition of employment.

ARTICLE 17
WAIVER IN CASE OF EMERGENCY

Section 17.1. In cases of emergency, such as acts of God or civil disorder, 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, 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.

Section 17.2. Upon the termination of the emergency should valid grievances exist, they 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 they, the grievance(s), had properly progressed prior to the emergency.

ARTICLE 18

HOURS OF WORK AND OVERTIME

Section 18.1. This Article is intended to define the normal hours of work for bargaining unit employees in order to determine eligibility for overtime. Nothing in this Article shall be construed as a guarantee of work hours or as a restriction on management's rights as specified in the Management Rights Article herein.

Section 18.2. The work period for bargaining unit employees shall consist of fourteen (14) consecutive calendar days.

Section 18.3. Each employee's work schedule shall be determined by the Employer and posted thirty (30) days in advance. Employees shall be notified of changes in their posted regularly scheduled days off or regular work shifts, seven (7) calendar days in advance of the effective date of the change.

Section 18.4. The normal work schedule for full-time bargaining unit employees shall consist of up to eighty (80) hours of work performed during the fourteen (14) day work period. When an employee is required to work in excess of eighty (80) hours during the fourteen (14) day work period, the employee shall be paid overtime pay at the rate of one and one-half times the employee's regular hourly rate for each hour worked in excess of eighty (80).

The parties agree that for the purposes of the FLSA, in the event of an audit the work period described in this section shall constitute a 207(k) schedule for calculating overtime.

Section 18.5. For purposes of determining an employee's eligibility for overtime under this Article, all hours in active pay status during the work period defined in Section 18.4 above shall be counted as hours worked except sick leave hours.

Section 18.6. Whenever the Employer determines overtime is necessary to meet the operational needs of the department, any or all employees may be required to work overtime.

Section 18.7. Whenever bargaining unit employees are recalled to work at a time not contiguous to their regular work shift, thereby necessitating an additional trip to and from work, they shall be guaranteed a minimum of four (4) hours of work or four (4) hours pay at the applicable rate. This minimum call-in shall not apply to work related court appearances or be applicable more than once during any four (4) hour period.

Section 18.8. Whenever a Park Ranger is required during non-scheduled work time to testify on behalf of the City in any criminal or civil court proceeding, the employee shall be guaranteed a minimum of three (3) hours of work or two (2) hours of pay at the applicable rate. It shall be the employee's choice to select the minimum three (3) hours of work or two (2) hours of pay, and the employee shall so notify his supervisor on the day of the court proceeding.

Section 18.9. The Employer shall make a concerted effort to distribute scheduled overtime opportunities as equally as possible among full-time employees who normally perform the work that is being assigned. When the Employer determines that overtime is necessary, the overtime opportunity shall be offered to the employee with the lowest amount of overtime hours worked or refused. If that employee does not accept the overtime or cannot be readily contacted, the employee with the next lowest amount of overtime hours worked or refused will be offered the overtime, etc., until the required number of employees to perform the overtime work have been obtained. Errors in the distribution of overtime opportunities will be corrected at the next opportunity for overtime. Effective January 1 of each year, employees' overtime hours worked and refused will be adjusted to zero (0).

If after offering overtime on a voluntary basis the proper number of employees has not been obtained to fill the scheduled overtime detail, then the Employer may fill the remaining staffing requirement for the overtime detail by mandatory assignment of any employee available.

Section 18.10. Employees, at their option, may request compensatory time in lieu of overtime payment. Employees may accumulate up to ninety-six (96) hours of compensatory time. Time will accumulate at the rate of one and one-half (1½) hours of compensatory time for each hour of overtime worked. Upon separation from service for any reason, employees shall be paid at their current rate of pay for all accumulated hours of compensatory time.

Upon request and approval by the Director of Public Works or designee, compensatory time may be taken in one (1) hour segments or more.

When an employee dies while still employed by the City, any unused compensatory time to the employee's credit shall be paid in a lump sum to the surviving spouse or the estate of the deceased.

Section 18.11. 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 lunch break shall not be interrupted.

Section 18.12. There shall be no pyramiding of premium pay for the same hours worked.

Section 18.13. The Employer may allow trading of work days in accordance with the Employer's written policy. Employees shall notify the Employer in writing using a standardized form whenever they desire to trade workdays with another employee. Trading work days shall not entitle any employee to overtime as a result of the trade.

ARTICLE 19
WAGES

Section 19.1. Wage Steps.

A. Effective April 14, 2013, bargaining unit employees shall be paid in accordance with the following schedule: 2.0%.

<u>Position</u>	<u>Start</u>	<u>12 mos.</u>	<u>24 mos.</u>	<u>36 mos.</u>	<u>48 mos.</u>	<u>60 mos.</u>	<u>120 mos.¹</u>	<u>180 mos.²</u>	<u>240 mos.³</u>
Park Ranger (Hourly)	\$18.21	\$18.63	\$19.08	\$19.60	\$20.13	\$20.70	\$21.00	\$21.20	\$21.40

B. Effective April 14, 2014, bargaining unit employees shall be paid in accordance with the following schedule: 2.0%.

<u>Position</u>	<u>Start</u>	<u>12 mos.</u>	<u>24 mos.</u>	<u>36 mos.</u>	<u>48 mos.</u>	<u>60 mos.</u>	<u>120 mos.¹</u>	<u>180 mos.²</u>	<u>240 mos.³</u>
Park Ranger (Hourly)	\$18.57	\$19.00	\$19.46	\$19.99	\$20.53	\$21.11	\$21.41	\$21.61	\$21.81

C. Effective April 14, 2015, bargaining unit employees shall be paid in accordance with the following schedule: 2.0%.

<u>Position</u>	<u>Start</u>	<u>12 mos.</u>	<u>24 mos.</u>	<u>36 mos.</u>	<u>48 mos.</u>	<u>60 mos.</u>	<u>120 mos.¹</u>	<u>180 mos.²</u>	<u>240 mos.³</u>
Park Ranger (Hourly)	\$18.94	\$19.38	\$19.85	\$20.39	\$20.94	\$21.53	\$21.83	\$22.03	\$22.23

Section 19.2. Assignment to Pay Steps.

A. The City shall advance all employees to the next highest pay step at the beginning of the first full pay period following completion of the required months of service as specified in Section 19.1 above.

¹ 120 mos. step is \$0.30 more than the 60 mos. step.

² 180 mos. step is \$0.50 more than the 60 mos. step.

³ 240 mos. step is \$0.70 more than the 60 mos. step.

- B. Reappointment: Whenever an employee is reappointed to a position in a class where the employee previously held permanent status, the employee's rate of pay shall be in the step at which the employee was paid at the time of separation.
- C. Return from Military Leave: Whenever an employee returns from military leave, the employee shall be restored to the employee's former position at the step which corresponds to that being received at the time of departure. In addition, the employee shall be granted any increases to which the employee would have been entitled had the employee not entered military service.

ARTICLE 20
HOLIDAYS

Section 20.1. The following holidays shall be recognized by the Employer for observance by bargaining unit employees:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	Friday after Thanksgiving
Good Friday	½ Day Christmas Eve
Memorial Day	Christmas Day
Independence Day	½ Day New Year's Day Eve

Section 20.2. Bargaining unit employees shall normally not be scheduled to work on the recognized holidays listed in Section 20.1 but shall receive their normal daily pay, not to exceed eight (8) hours, for each of the holidays occurring during their period of active employment with the City. When a holiday falls on an employee's regularly scheduled day off, the employee may choose to use the holiday time as a leave day to be used within one (1) year from the date earned.

Section 20.3. Bargaining unit employees required to work on a recognized holiday listed in Section 20.1, shall receive their regular pay for the holiday plus receive time and one-half their regular hourly rate for all hours worked on the holiday.

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

Section 20.4. In lieu of granting other specific holidays, each employee shall be entitled to thirty-two (32) hours of personal leave per year which shall be non-accumulative. Personal leave shall be scheduled in advance of the posting of the work schedule, at the request of the employee, with the approval of the employee's immediate Supervisor provided adequate staffing exists. Personal leave will not be unreasonably denied. Personal leave may be granted by the immediate Supervisor after the work schedule is posted due to extenuating circumstances, provided adequate staffing remains available and no overtime is created.

Section 20.5. Personal leave (Section 20.4) will be prorated in the first and last year of eligibility or during any calendar year an employee is absent more than twenty-five percent (25%) of the employee's regularly scheduled work hours.

ARTICLE 21
VACATION

Section 21.1. 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	40 hours (accrued at 1.54 hours per pay period)
2 years but less than 8 years	80 hours (accrued at 3.08 hours per pay period)
8 years but less than 15 years	120 hours (accrued at 4.62 hours per pay period)
15 years or more but less than 20 years	160 hours (accrued at 6.153 hours per pay period)
20 years or more	200 hours (accrued at 7.692 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. 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 shall be arranged prior to the posting of the work schedule with the approval of the Director of Public Works or designee. Insofar as practicable considering operational demands, 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 seniority by classification.

Requests for short periods of time (casual vacation) shall be approved or disapproved by the employee's Supervisor prior to the posting of the work schedule. Casual vacation may be granted by the immediate Supervisor after the work schedule is posted due to extenuating circumstances, provided adequate staffing remains available and no overtime is created.

Section 21.4.

- A. An employee 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 employee's credit, shall be paid in a lump sum for such unused vacation leave in lieu of granting such employee a vacation leave after the employee's last day of active service with the City. However, in the case where an employee is removed by the City, no vacation time

shall be earned by the employee from the date the violation, which resulted in the employee's removal, occurred.

- B. When an employee dies while in paid status during City employment, any unused vacation leave to the employee's credit shall be paid in a lump sum to the surviving spouse or to the estate of the deceased.
- C. Employees shall be required to take at least five (5) days of their vacation on five (5) consecutive scheduled workdays. Any employee who takes vacation time of five (5) consecutive scheduled workdays 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 employee involved.

- D. No more than one (1) year's 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. Employees who have reached the ten (10) years of service level under Section 21.1 may carry over two (2) years accumulation into a new calendar year.
- E. 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.

ARTICLE 22 **INJURY LEAVE**

Section 22.1. Any covered employees who are temporarily totally disabled as a result of physical injury suffered in the discharge or performance of their duty may be entitled to receive their full salary during such period of disability, subject to the provisions herein.

Section 22.2. The following conditions will apply to injury leave:

1. The employee must file a workers' compensation claim and qualify for temporary total disability benefits, except as otherwise provided in Section 22.4 below.
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. The employee shall also execute a release of information which authorizes the Employer to examine the employee's medical records and receive requested reports from the employee's physician, relating to the injury.

3. If the City disputes the injury leave request, the employee shall undergo 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 Bureau of Workers' Compensation decides the claim.
5. Any payment from workers' compensation for a covered claim during the injury leave period shall be turned over to the City.
6. Except as otherwise provided in Section 22.4 below, during the period of injury leave, the employee's absence will be charged to accrued sick leave, vacation, personal days or compensatory time the employee has available. Once the City receives the payment from workers' compensation, such leave will be recredited to the employee's account and the absence will be charged as injury leave for the designated period such payment covers. Employees are prohibited from receiving payment for both sick leave and workers' compensation for the same period.
7. Injury leave shall be granted for periods not to exceed sixty (60) days, and may be extended for additional sixty (60) day periods provided the total period of injury leave shall not exceed twelve (12) months. Injury leave shall terminate sooner in the event workers' compensation benefits are terminated.

Section 22.3. 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.

Section 22.4. In certain cases employees may be paid directly by the Employer and therefore be required to file with the Bureau of Workers' Compensation for medical benefits only and not for loss of wages. The Employer shall notify the employee if the Employer elects to pay the employee directly.

Section 22.5. At the sole discretion of the Employer, an injured employee may be required to return to work in a transitional work assignment. If a transitional work assignment is not available or not practicable due to the extent of the employee's injury, the employee shall, at the request of the Employer, submit to a physical examination by a licensed physician and/or physical therapist to determine if therapy may aid in the employee's recuperation and return to work.

ARTICLE 23

SICK LEAVE

Section 23.1. Bargaining unit employees shall accrue four and six tenths (4.6) hours of sick leave for each eighty (80) hours in active pay status with the Employer, excluding overtime hours. Unused sick leave shall be accumulated without limit but in no event shall such accumulation be utilized by the employee other than as herein set forth. Sick leave shall be charged in minimum units of one (1) hour.

Section 23.2. Employees may use sick leave, upon approval of the Public Works Director, for absence due to illness, injury or exposure to communicable disease and for illness of a member of the employee's immediate family requiring the presence of the employee to provide direct care to such family member.

Employees may also use sick leave, upon the approval of the Public Works Director, for medical, dental, or optical examination or medical treatment of the employee prescribed by a licensed physician, which can not be scheduled outside the employee's shift hours. The employee shall make a reasonable attempt to schedule such appointments during non-work time. The employer may adjust the employee's work hours to accommodate a scheduled medical appointment or treatment.

An employee requesting sick leave shall notify the employee's immediate supervisor, or other person designated by the Employer, of the fact and reason for the request, not less than one (1) hour prior to the time the employee was scheduled to report to work. Such notification shall be required on each day of absence unless other arrangements are agreed to by the Supervisor. The employee will submit to any medical examination, nursing visit, or other inquiry the Employer deems necessary.

For purposes of this Article, "immediate family" shall be defined as the employee's spouse, child, parents, mother-in-law or father-in-law, provided they reside in the employee's household on a continuous basis.

The employee may be permitted to use sick leave due to the illness of the employee's child, parents, mother-in-law or father-in-law not living in the same household, in the event such person is undergoing a major surgical operation or the employee's presence is required to provide direct care to the individual.

One (1) or two (2) days sick leave shall be excused by a standard form signed by the employee. No notarized signature shall be required. Sick leave in excess of two (2) consecutive work days requires a physician's statement identifying the nature of the employee's illness or injury and the length of time the physician directed the employee to remain absent from work.

Section 23.3. Upon an employee returning to work following an illness or injury which resulted in the employee missing five (5) days or more of work, the Employer may require the employee to take an examination, at the expense of the Employer, conducted by a licensed physician designated by the Employer, to determine the employee's physical or mental capacity to perform the duties of the employee's position.

Section 23.4. An employee fatally injured in the line of duty or 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.

Section 23.5. 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 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 23.6. Each employee with at least five (5) years of service with the City of Lima Parks Division, who retires in accordance with the Ohio Public Employee Retirement System (OPERS), shall, at the time of separation of employment, be paid for earned but unused sick leave at the rate of one (1) day for each three (3) days not to exceed sixty-five (65) days.

Each employee who has ten (10) or more years of service with the City of Lima Parks Division shall be compensated upon resignation (not discharge with just cause) at the rate of one (1) day for each three (3) days of unused sick leave accumulated during employment with the Lima Parks Division. However, such pay conversion shall not exceed fifty (50) days.

The payment shall be computed using the employee's rate of pay at the time of retirement.

In the event of the death of the employee, while in active employment, the surviving spouse or estate of the deceased employee will be eligible to receive sick leave payment for which the decedent would otherwise have qualified.

In addition, once an employee has accrued ninety (90) or more days of sick leave, he shall have the option to annually convert the preceding year's accrual only to vacation at the rate of one (1) day of vacation received for each three (3) days of unused sick leave accrued in the previous year, so long as the conversion does not reduce the sick leave balance to less than ninety (90) days. In lieu of vacation, the employee may also convert the sick leave to cash, on the same basis. Conversion to vacation or cash shall eliminate one (1) day of sick leave from the employee's balance for each day of vacation or cash received. Employees are not required to exercise either of these options.

ARTICLE 24

BEREAVEMENT LEAVE

Section 24.1. Upon the death of a member of the immediate family, an employee may take up to three (3) days paid bereavement leave for the purpose of making arrangements for and attending the funeral. Bereavement leave must be requested in advance and must be approved by the Director of Public Works or designee. For the purposes of this Article, immediate family is defined as spouse, child, mother, father, father-in-law, mother-in-law or any other relative by blood or marriage living in the same household on a continuous basis.

Section 24.2. Upon the death of a member of the employee's extended family (foster parent, guardian, brother, sister, grandparent, grandchild, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step father, step mother, step sister, step brother, step son, step daughter, half brother, half

sister) an employee may take up to three (3) days paid sick leave for the purpose of making arrangements for and attending the funeral.

Section 24.3. In the event additional time off is needed for travel to and from a funeral located outside the State of Ohio the employee may use available vacation, compensatory time or personal leave, or if no such leave is available, the Director of Public Works may grant additional paid leave to be deducted from the employee's sick leave balance.

ARTICLE 25 **MILITARY LEAVE**

Section 25.1. Military leave and pay shall be provided and paid to employees as required by federal and state laws and regulations governing state and federal military leave. The benefits and compensation afforded to bargaining unit employee shall not be less than that provided by such federal and state laws and regulations.

ARTICLE 26 **JURY DUTY**

Section 26.1. Employees, while serving upon a jury in any court of record, will be paid at their regular rate of pay for each of their workdays 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 by the Court shall be remitted to the City.

Section 26.2. In order to be eligible for payment by the Employer, the employee must obtain approval from the immediate supervisor within a reasonable time after receipt of notice of selection for jury duty and prior to the leave. The employee also must furnish a written statement from the appropriate court official showing the date served and the amount of pay received.

Section 26.3. If an employee is released from jury service on any workday when four (4) or more hours remain in the normal workday at the time of release, the employee shall report for work.

ARTICLE 27 **UNPAID LEAVE OF ABSENCE**

Section 27.1. Upon the written request of an employee, the Employer may grant an employee a leave of absence without pay in accordance with the following:

- A. The maximum period of any leave of absence without pay shall be one (1) year inclusive of any period of unpaid Family and Medical Leave.
- B. The maximum duration of a leave for purposes of education, training, specialized experience which would benefit the Department by improved performance or for other related reason, shall not exceed one (1) year.

- C. An employee shall submit to the Director of Public Works, pertinent information relating to the reasons 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.
- 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.

ARTICLE 28
FAMILY AND MEDICAL LEAVE

Section 28.1. Eligible bargaining unit employees shall be provided Family and Medical Leave in accordance with the applicable law and the Employer's Family and Medical Leave Act policy currently in effect or as hereafter amended in accordance with applicable law.

ARTICLE 29
UNIFORMS

Section 29.1. The Employer agrees to provide each Park Ranger with the following uniform and equipment items during the employee's first year of employment:

- | | |
|----------------------|------------------------|
| 4 pants | 1 mace holder |
| 5 winter shirts | 1 magazine holder |
| 5 summer shirts | 1 baton ring |
| 1 jacket | 1 flashlight ring |
| 1 badge | 4 belt keepers |
| 1 name plate | 1 sig sauer 9mm pistol |
| 1 set collar beads | 3 magazines |
| 1 belt | 1 baton |
| 1 holster | 1 flashlight |
| 1 handcuff case | 1 handcuffs |
| maintenance uniforms | 1 pair uniform shoes |

In addition to the above, each Park Ranger shall be issued a bullet proof vest which shall be replaced every five (5) years.

Park Rangers who satisfactorily complete the required training for bicycle patrol will be provided the following uniform and equipment items:

- 2 bicycle shorts or 2 bicycle pants (employee's choice)
- 2 bicycle shirts
- 1 bicycle helmet

Section 29.2. Each Park Ranger shall be required to report to work in proper uniform as prescribed by the Employer and shall properly maintain and care for uniform and equipment items provided.

Section 29.3. The Employer shall repair or replace worn or damaged uniform and equipment items on an as needed basis except uniform shoes which shall be replaced not more often than once per year.

Section 29.4. All uniform and equipment items issued remain the property of the City and shall not be utilized for other than work purposes except as otherwise approved by the Employer. The City may require employees to turn-in worn or damaged uniform items before issuing replacements. All uniform and equipment items issued shall be returned to the Employer upon an employee's termination of employment for any reason.

Section 29.5. Upon retirement with a State Of Ohio Pension Plan, each officer shall have the right to purchase their service weapon. The price of said weapon will be based on a depreciation schedule of twenty percent (20%) per service year of the weapon with a minimum value of one dollar (\$1.00). The city shall maintain a record of the make, model and serial number of said weapon in the name of the retired officer.

ARTICLE 30 **FIRING RANGE**

Section 30.1. Park Rangers shall qualify on the firing range at least once each year at no cost to the employee. The dates for qualification shall be set by the Employer. Each Park Ranger shall qualify with the weapons to be carried on duty. Park Rangers failing to qualify on the first attempt shall be given at least two (2) additional times 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. Any employee who fails to qualify on the firing range during the ten (10) day training period shall be terminated from employment as just cause.

ARTICLE 31 **INSURANCES**

Section 31.1. The City shall provide health insurance coverage for each bargaining unit employee:

1. \$20 patient co-pay for each visit to a provider not included in the deductible and out-of-pocket maximum.
2. 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.
3. 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.
4. 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.
5. Prescription Drug Plan — Effective May 1, 2010

<u>Retail</u> – 30 day supply	<u>Mail</u> – up to 90 day supply
\$0.00 for generic	\$0.00 for generic
\$15 for non-generic formulary	\$15 for non-generic formulary
\$25 for non-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.

Section 31.2 Health Insurance Premium. Effective upon the execution of this agreement, 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 31.3. The City shall provide, at no cost to the employees, twenty thousand dollars (\$20,000) group term life insurance coverage.

Section 31.4. Employee Options — Waiver of Insurance Coverage or Spouse Eligibility.

Bargaining unit employees are offered two (2) different options, those being 1) waiver of insurance coverage or 2) spouse eligibility. Both options become effective January 1, 2010. Interested employees must notify the Human Resources Department in writing prior to January of each year of the Agreement if they are interested in selecting one (1) of the options offered. The options are described as follows:

Option 1) Waiver of Insurance Coverage — Employees may elect to waive insurance coverage for their spouse prior to January of each year. Proof of waiver of spousal coverage shall be in the form of a pay stub showing that the spouse has insurance through their employer, and are therefore primary coverage on their employer's plan. Employees electing to waive spousal coverage shall be paid in two (2) installments; \$750.00 the first pay period in January each year and \$750.00 the first pay period in July of each year.

Employees electing to waive coverage altogether for themselves and their family shall be paid an additional two (2) installments of \$750.00 the first pay period in January each year and \$750.00 the first pay period in July of each year for a total payment of \$1,500.00 in January and \$1,500.00 in July of each year.

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.

Option 2) Spouse Eligibility — The Employer will reimburse the employee for the spouse's cost to purchase single premium medical coverage at the spouse's place of employment upon proof of such premium cost not to exceed \$200.00 per month. Bargaining unit employees taking advantage of the

reimbursement will provide the Employer with information about his/her spouse's employer and about his/her spouse's eligibility for medical coverage and the cost of the coverage.

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 chooses to participate in the spousal carve-out program and their 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.

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 spouse eligibility provision. If the state or national government creates changes to health care that removes the need to move spouses off the City's plan, the parties agree the City will have the right to terminate the spouse eligibility provision.

Section 31.5. Alternative Plans. The Employer may offer alternative health insurance plans to employees with alternative employee premium costs.

Section 31.6. 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 32

REIMBURSEMENT OF HIRING AND TRAINING EXPENSES

Section 32.1. The City will enter into a binding contract for reimbursement of hiring and training expenses with each new employee (Appendix B). Reimbursement by bargaining unit employees shall be in accordance with its terms.

ARTICLE 33

TUITION REIMBURSEMENT

Section 33.1. Each full-time employee who is subject to the provisions of this Agreement shall be eligible for a reimbursement of all tuition in courses of instruction voluntarily undertaken by the employee 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 Director of Public Works would require an employee'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 Article.
- 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 Article. 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 for approval of institutions and courses must be made to the Mayor's office not more than thirty (30) days or less than ten (10) days prior to enrollment.
- D. 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.

Section 33.2. The City's total costs for tuition reimbursement shall not exceed three thousand dollars (\$3,000.00) per year for the bargaining unit.

Section 33.3. Any bargaining unit employee who has received tuition reimbursement from the City and who separates employment with the City within three (3) years following such tuition payment, shall reimburse the City the pro-rata portion of the tuition costs paid by the City. The employee's obligation shall be pro-rated by dividing the total amount of tuition costs paid by the City by thirty-six (36) months and reducing the employee's obligation based on the number of months worked by the employee since the tuition was paid by the City. Any employee requesting tuition reimbursement shall sign a binding contract, similar to the contract contained in Appendix B, guaranteeing repayment of tuition costs in accordance with this Article.

ARTICLE 34

DRUG/ALCOHOL TESTING

Section 34.1. 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/or
- 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.

Section 34.2. All drug screening tests shall be conducted by medical laboratories certified by the Substance Abuse and Mental Health Services Administration or certified by a SAMHSA 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 34.3. Alcohol testing shall be done in the same manner as used to detect drivers operating a motor vehicle under the influence. A positive result of a blood alcohol concentration of .02% or above shall entitle the Employer to proceed with sanctions as set forth in this Article.

Section 34.4.

- 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. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided for under this Agreement shall 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.

Section 34.5.

- A. If a drug screening test is positive, the employee may, upon written request have the split sample retested by a SAMHSA certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result.
- B. 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.
- C. 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 34.6. The name of the testing laboratory shall be maintained by the Employer. This laboratory shall conduct any testing directed by the Employer.

Section 34.7. 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 leave days 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 the employee's former position. Such employee will be subject to periodic retesting upon returning to the 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 34.8. 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 employment.

Section 34.9. 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 34.10. 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.

Section 34.11. Department of Transportation, Federal Highway Administration rules on “Controlled Substances And Alcohol Use And Testing” (49 CFR 382) shall apply to all CDL holders in this bargaining unit. The procedures for testing are contained in Department of Transportation Workplace Drug And Alcohol Testing Programs” (49 CFR Part 40). The parties to this Agreement are bound by those rules, and may not modify, amend or ignore them; however, the FOP/OLC recognizes the Employer’s independent authority under those rules.

All drug/alcohol testing required by the rules specified in this Section shall be paid for by the Employer for bargaining unit members.

ARTICLE 35
MILEAGE REIMBURSEMENT

Section 35.1. 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 unit employees.

ARTICLE 36
FITNESS FOR DUTY

Section 36.1. All bargaining unit employees shall be required to maintain an acceptable level of physical fitness which enables the employee to perform the essential functions of the employee’s position in an effective and efficient manner, with reasonable accommodation if required.

ARTICLE 37
RESIDENCY

Section 37.1. If state law changes in any way to permit reimplementaion by the City, if a court of competent jurisdiction permits reimplementaion by the City, or if the City determines its ability to reimplement residency, the following residency requirement shall be in effect: All bargaining unit employees hired subsequent to the date of implementation and thereafter shall maintain a primary and permanent residence within the city limits of the City of Lima, Ohio after completion of their probationary period. The employee will maintain a residence which establishes the 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.

ARTICLE 38
LICENSES AND CERTIFICATIONS

Section 38.1. All bargaining unit employees shall, as a minimum job requirement, maintain a Commercial Driver's License (CDL), basic Police Officer Certification, and any other state or federally required license or certification.

ARTICLE 39
DURATION

Section 39.1. This Agreement shall be effective upon signing and shall remain in full force and effect through midnight April 13, 2016.

Section 39.2. 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 the expiration date, nor later than sixty (60) calendar days prior to the expiration date. Such notice shall be as approved by the State Employment Relations Board. The parties shall commence negotiations and shall meet to establish the bargaining guidelines within two (2) calendar weeks upon receiving notice of intent.

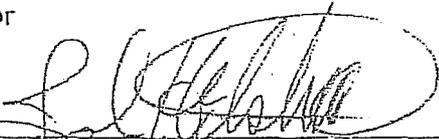
Section 39.3. The parties acknowledge that during the negotiations which resulted in this Agreement the full understandings and agreement reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the entire agreement between the parties, and all other agreements written, oral or otherwise are hereby cancelled.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the 14 day of April, 2013.

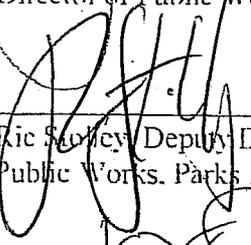
FOR THE CITY OF LIMA:



David J. Berger,
Mayor



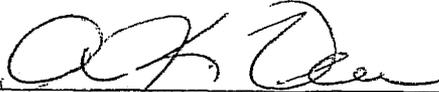
J. Howard Elstro,
Director of Public Works



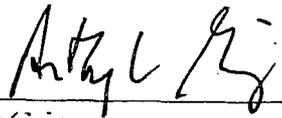
Eric Swoley, Deputy Director of
Public Works, Parks Division



Vince Ozier,
Human Resources Director

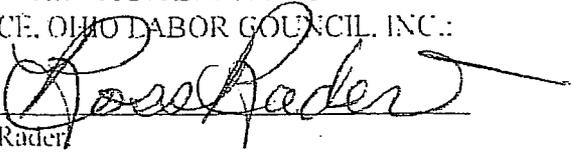


Aaron Weare,
Management Consultant



Tony Geiger,
Law Director

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



Ross Rader,
Staff Representative

Marcia Wolford

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 officer, and

WHEREAS, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through services by Applicant with the City 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 completion of said training.

NOW, THEREFORE, it is hereby agreed as follows:

1. I, _____, in consideration of the agreement by the City of Lima to provide me with formal law enforcement training (if needed), do hereby agree that in the event my employment with the City ceases due to any cause other than "termination" as defined below, within twenty four (24) months from the date I complete said training, I will reimburse the City for all expenses incurred in connection with my formal training.

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

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 the Ohio Peace Officers Training Academy (OPOTA), the Ohio State Patrol Training Academy or other OPOTA approved training program.

Cost of the police academy training in
the amount of

\$ _____

(includes room
& board costs)

APPENDIX A — Continued

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 completion of the training program.

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.

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 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 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 City 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

APPENDIX A — Continued

STATE OF OHIO :

SS:

COUNTY OF ALLEN :

Before me, a Notary Public in and for said County and State, personally appeared _____
_____, who acknowledged signing of the foregoing instrument and that the same was a
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

MEMORANDUM OF UNDERSTANDING

Within 30 days after both parties ratify this Agreement, all bargaining unit employees on the payroll on April 14, 2013, shall receive a one-time lump sum signing payment of \$500.00.