



13-MED-03-0281
13-MED-03-0282
1991-01
K29886
08/21/2013

**AGREEMENT BETWEEN THE
CITY OF EATON
AND THE**



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

**CASE NOS.
2013-MED-03-0281
2013-MED-03-0282**

Expires June, 30 2016

TABLE OF CONTENTS

Article 1	Agreement.....	1
Article 2	Recognition.....	2
Article 3	Dues Deduction/Fair Share Fee.....	2
Article 4	Management Rights.....	4
Article 5	Bulletin Board.....	4
Article 6	Labor/Management Meetings.....	5
Article 7	FOP/OLC Representation.....	6
Article 8	Nondiscrimination.....	7
Article 9	Probationary Periods.....	7
Article 10	Corrective Action and Records.....	7
Article 11	Grievance Procedure.....	10
Article 12	Seniority.....	14
Article 13	Layoff and Recall.....	15
Article 14	Work Rules and Division Directives.....	15
Article 15	Health and Safety.....	16
Article 16	Substance Testing.....	18
Article 17	Employee Assistance Program.....	20
Article 18	Waiver of Civil Service Commission and Related Laws.....	21
Article 19	Hours of Work and Overtime.....	21
Article 20	Wages.....	23
Article 21	Shift Assignments.....	25
Article 22	Shift Differential.....	25
Article 23	Staffing.....	25
Article 24	Holiday Pay/Personal Leave.....	25
Article 25	Sick Leave.....	26
Article 26	Vacation.....	29
Article 27	Funeral Leave.....	30
Article 28	Special Leaves.....	30
Article 29	Leave of Absence Without Pay.....	31
Article 30	Military Leave.....	32
Article 31	Injury Leave.....	33
Article 32	Insurance.....	34
Article 33	Uniforms/Equipment.....	34
Article 34	Residency.....	35
Article 35	Expense Reimbursement.....	36
Article 36	Training and Education.....	36
Article 37	Political Activity.....	36
Article 38	Waiver In Case of Emergency.....	36
Article 39	No Strikes.....	37
Article 40	Duration of Agreement.....	37
Article 41	Miscellaneous.....	38

Signature Page40
Appendix A "Fair Share Rebate Procedure"41
Appendix B "Uniform Requirement"44

ARTICLE 1
AGREEMENT

Section 1.1. Agreement. This Agreement is made and entered into by and between the City of Eaton (hereinafter referred to as the City) and the Fraternal Order of Police of Ohio Labor Council (hereinafter referred to as the FOP/OLC).

Section 1.2. Purpose. To comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

Section 1.3. Legal References.

- A. Unless otherwise indicated, the terms used in this Agreement shall be interpreted in accordance with the provisions of Chapter 4117 of the Revised Code. Laws pertaining to civil rights, affirmative action, unemployment compensation, Workers' Compensation, and retirement of Police Officers are not superseded by this Agreement except where supplemental Workers' Compensation or supplemental unemployment compensation have been negotiated and included herein. The conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible lists from the examinations and the original appointments from the eligible lists are not subjects of bargaining under this Agreement.
- B. Should any part of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Agreement be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall be limited to the circumstances which the law or tribunal has prescribed and shall not invalidate or affect the remaining portions hereof. In the event of invalidation of any portion of this Agreement by a tribunal of competent jurisdiction, and upon written request by either party, the parties of this Agreement shall meet as soon as practicable, but no later than thirty (30) days after receipt of the written request, in an attempt to modify the invalidated provisions by good faith negotiations.
- C. All references in this Agreement to the male gender shall be equally applicable to the female gender.
- D. The City agrees that no employee hereunder shall be asked to make any written or verbal agreement which may in any way conflict with this Agreement.

Section 1.4. Sanctity of Agreement. No changes in this Agreement shall be negotiated or effected during the duration of this Agreement unless there is a written accord by and between the parties hereto to do so. Any negotiated changes, to be effective and incorporated in this Agreement, must be in writing and signed by the parties, and accepted by City Council and by the bargaining unit.

ARTICLE 2 **RECOGNITION**

Section 2.1. The Employer recognizes the FOP/OLC as the exclusive representative for all employees included in the bargaining unit described in the State Employment Relations Board's orders of July 22, 1996, in Case Number 96-REP-03-0058 (including all full-time Patrol Officers), and the Board's order of August 29, 1996 in Case Number 96-REP-07-0142 (including all full-time Dispatchers). The FOP/OLC is recognized by the Employer as the sole and exclusive representative of all bargaining unit members in any and all matters relating to wages, hours, and terms and conditions of employment, and the continuation, modification, or deletion of any existing provisions of the Agreement between the parties, and the resolution of questions arising under this Agreement.

Section 2.2. All other employees shall be excluded.

ARTICLE 3 **DUES DEDUCTION/FAIR SHARE FEE**

Section 3.1. In accordance with this article, the Employer agrees to deduct Union membership dues, initiation fees, and assessments twice each month from the wages of bargaining unit employees who authorize and direct such deductions by individually and voluntarily signing a written payroll deduction authorization form.

Section 3.2. The payroll deduction authorization form must be presented to the Employer by the employee or the Union. Upon receipt thereof, the Employer will deduct such Union dues, initiation fees, and assessments from the employee's payroll check during the next pay period in which such deductions would normally be made following the pay period in which the authorization was received by the Employer.

Section 3.3. The payroll deduction authorization shall be irrevocable for a period of one (1) year or until the negotiated Agreement expires, whichever occurs first. Employees may revoke their authorization for payroll deduction of dues by submitting a written notice to the Employer, with a copy of the revocation to the Union, during the ninety (90) day period immediately prior to the expiration of each one (1) year period or the expiration of the Agreement. If no revocation is received during this ninety (90) day period, the authorization for payroll deduction of dues shall be considered renewed for an additional one (1) year period. The Union warrants and guarantees to the Employer that no provision of this article violates the constitution or laws of either the United States of America or the State of Ohio.

Section 3.4. 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, including employees who resign from membership in the FOP after the effective date of this labor Agreement, shall pay to the FOP, 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, nor shall the fair share fee exceed the dues paid by members of the FOP in the same bargaining unit.

The FOP is responsible for annually certifying to the Employer the amount of the fair share fee. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of the cost of collective bargaining, contract administration, and pursuing matters directly affecting wages, hours, and other terms and conditions of employment of bargaining unit members. The FOP shall prescribe a rebate and challenge procedure which complies with O.R.C. Section 4117.09(C) and federal law. A copy of the rebate and challenge procedure shall be attached as Appendix A of this Agreement. The FOP agrees to abide by all rules and decisions of the State Employment Relations Board in regard to the fair share fee deductions. The FOP further certifies that its fair share fee conforms to all state and federal statutory and common laws.

Section 3.5. The Employer shall be relieved from making payroll deductions for Union membership dues, fair share fees, initiation fees, and assessments upon an employee's: (1) termination of employment; (2) transfer or promotion to a position not included in the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; or (5) failure, during any dues month involved, to earn sufficient wages to permit the Employer to make all legally required deductions in addition to the deduction for Union membership dues, fair share fees, initiation fees, or assessments.

Section 3.6. Neither the employee, nor the Union, shall have a claim against the Employer for alleged errors in making payroll deductions, unless a written claim of error is made to the Employer not later than sixty (60) calendar days after the date upon which the error is alleged to have occurred. If an error is in fact made, it will be corrected by deducting the proper amount in the next succeeding pay period in which Union dues or fair share fees are normally deducted.

Section 3.7. The monthly rate at which Union membership dues and fair share fees are to be deducted shall be certified to the Employer by the secretary/treasurer of the Union within thirty (30) consecutive calendar days after this Agreement is executed and in January of each year during the term hereof. The Employer shall be given at least thirty (30) calendar days advance notice by the secretary/treasurer of the Union before being required to make any changes in an employee's Union membership dues or fair share fee deduction or being required to deduct any initiation fees or assessments.

Section 3.8. The parties agree that the Employer neither has, nor assumes, any obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union membership dues, fair share fees, initiation fees, or assessments. The Union further agrees to indemnify and hold the Employer and its officials, representatives, and agents harmless against and from any and all claims, demands, suits, actions, proceedings, and any liability including, but not necessarily limited to, damages, awards, fines, wages, judgments, interest, court costs, and attorney fees, which may arise by reason of or result from the operation of this article and/or any action taken or omitted by the Employer in attempting to comply with the provisions of this article. The FOP assumes all liability arising from the implementation of this article and assumes all costs in defense against claims arising from the implementation of this article.

Section 3.9. Union membership dues, fair share fees, initiation fees, and assessments shall be remitted to the secretary/treasurer of the FOP/OLC. After the Employer's remittance of such payroll

deductions to the Union, the disposition of such monies shall thereafter be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 4 **MANAGEMENT RIGHTS**

Section 4.1. The Employer possesses sole right to operate the Department and all management rights repose in it. The Employer's exclusive rights shall include:

- A. Determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as functions and programs of the Department, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations and programs;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Department as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the Department as a governmental unit.

Section 4.2. The FOP/OLC recognizes and accepts that all rights and responsibilities of the Employer not modified herein and as permitted by law shall remain the function of the Employer. The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as it affects wages, hours, terms, and conditions of employment, and the continuation, modification, or deletion of an existing provision of the collective bargaining Agreement.

ARTICLE 5 **BULLETIN BOARD**

Section 5.1. The Employer agrees to provide space for the FOP/OLC on the existing bulletin board in the report room of the Eaton Police Division.

Section 5.2. All FOP/OLC notices or other items posted on the bulletin board shall be signed and dated by the FOP/OLC official or associate who is responsible for the posting. It is understood that no material may be posted on the FOP/OLC bulletin board, at any time, which contains the following:

- A. Personal attacks on 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 and/or favorable comments regarding a candidate for local public office.

Section 5.3. 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 FOP/OLC bulletin board.

Section 5.4. Upon the request of the Employer or his designee, the FOP/OLC shall cause the immediate removal of any material posted in violation of this article.

ARTICLE 6 **LABOR/MANAGEMENT MEETINGS**

Section 6.1. The Employer and/or his designee shall meet with not more than two (2) representatives of the bargaining unit to discuss pending problems and to promote a more harmonious labor/management relationship when either party deems necessary. The meetings shall be held at a mutually agreeable time and place, but not more than thirty (30) days after the request is made.

Section 6.2. An agenda will be furnished by the party requesting the meeting at least five (5) working days in advance of the scheduled meeting and shall contain a list of the matters to be taken up at the meeting. If the FOP/OLC requests the meeting, the names of the FOP/OLC representatives who will be in attendance will be provided to the Employer along with such list. 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 of the FOP/OLC;
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency;

F. Consider and discuss health and safety matters relating to employees.

ARTICLE 7
FOP/OLC REPRESENTATION

Section 7.1. Upon reasonable notification, the Employer will grant reasonable access to non-employee or off-duty employee representatives of the FOP/OLC to attend meetings or perform duties, to the extent the meetings or duties are not specifically prohibited by this Agreement.

Section 7.2. The Employer shall recognize one (1) employee and two (2) alternates to act as associates for the purpose of representation as specifically outlined in this Agreement.

Section 7.3. The FOP/OLC shall provide the Employer a written official roster of its local officers and associate, which is to be kept current at all times by the FOP/OLC and shall include the following:

1. Name;
2. Address;
3. Home telephone number;
4. FOP/OLC position held.

No employee shall be recognized as an FOP/OLC representative until the FOP/OLC has presented the Employer with written certification of that person's selection.

Section 7.4. The investigation and writing of grievances shall be on non-work time. In no event shall time spent writing grievances or investigating grievances be considered as overtime or paid time outside the employee's regular working hours.

Section 7.5. Grievance meetings and hearings will be at mutually agreed-upon times and places. If grievance hearings are scheduled during an employee's regular work hours, the employee shall not suffer any loss of pay while attending the hearing.

Section 7.6. Rules governing the activity of FOP/OLC representation are as follows:

- A. The FOP/OLC agrees that no official of the FOP/OLC, employee or non-employee, shall interfere with, interrupt, or disrupt the normal work duties of employees. The FOP/OLC further agrees not to conduct FOP/OLC business during working hours, except to the extent specifically authorized herein.
- B. The FOP/OLC representatives shall not enter any work areas of the Employer without notifying the Employer or the designated representative of the Employer, and shall not conduct FOP/OLC activities in any work area(s) without notifying the supervisor(s) in charge of that area.

Section 7.7. FOP/OLC Release Time. The City agrees that the highest ranking FOP/OLC official in the bargaining unit, or his designee, may request to be released from duty to participate in FOP/OLC functions which have a benefit to the City and the FOP/OLC. Except in emergency situations which require the member's presence, said leave time shall be granted. The member shall provide the Employer with advance notice of the need for FOP/OLC release time to allow the Employer sufficient time for any schedule changes that are required. It is understood that the member may use accumulated leave time (vacation, compensation, personal leave, etc.) for this time off.

ARTICLE 8

NONDISCRIMINATION

Section 8.1. The Employer agrees not to interfere with the rights of employees to become members of the FOP/OLC, and there shall be no disparate treatment, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of FOP/OLC membership or because of any legal employee activity in an official capacity on behalf of the FOP/OLC.

Section 8.2. The FOP/OLC agrees not to interfere with the rights of employees to not become members of the FOP/OLC, and 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. However, the parties recognize and acknowledge that members have benefits (such as voting rights and legal representation) that are not provided to nonmembers.

Section 8.3. The Employer, the FOP/OLC, and each employee agrees to comply with all applicable laws or constitutional provisions or resolutions forbidding discrimination on account of race, color, religion, sex, age, national origin, ancestry, military status, disability, or political affiliation.

Section 8.4. 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 9

PROBATIONARY PERIODS

Section 9.1. Every newly-hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of twelve (12) months for Police Officers and Dispatchers. A newly-hired probationary employee may be disciplined or terminated any time during his probationary period and shall have no right to the grievance procedure.

ARTICLE 10

CORRECTIVE ACTION AND RECORDS

Section 10.1. No bargaining unit member shall be removed, reduced in pay or position, suspended, reprimanded, or otherwise disciplined except for just cause.

Section 10.2. The City agrees to follow the principle of progressive corrective action. Further, the City agrees to fairly and equitably discipline members. Forms of disciplinary action which may be assessed for the same or similar infractions include:

1. Verbal warning/counseling (time and date recorded);
2. Written reprimand;
3. Suspension Without Pay (Forfeiture of Vacation or Compensatory Time in lieu of Suspension without Pay may be mutually agreed upon by the employee and employer for suspensions three (3) days or less without pay);
4. Discharge from employment.

Section 10.3. Except in instances wherein the employee is found guilty of serious misconduct, discipline will be applied in a progressive and uniform manner. Discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct. All disciplinary investigations or discipline issued shall be conducted in a private and business-like manner.

Section 10.4. Review of Personnel Files. Any member shall be allowed, upon request, to review his personnel file between 8:00 a.m. and 5:00 p.m., Monday through Friday. Such request shall be made to the City Manager directly and review shall be made in the presence of the City Manager or his designated representative.

Personnel files shall not be made available for review by any person except as required by law. Confidential records which should not be used or divulged, except for compliance with a lawful subpoena, include the following: medical records, records pertaining to adoption, trial preparation records, confidential law enforcement investigatory records, employee's social security number, and any other records that may be confidential under a specific section of law.

Section 10.5. Performance Evaluations. A member's signature on any performance evaluation, if any, shall be viewed by the parties hereto only as a representation that he has read it; it shall not be viewed as a representation that he concurred in any or all of the contents or comments thereon, unless the member notes his concurrence on the form. The member shall be the last person to sign an evaluation and no evaluation comments may be made on record copies thereafter. The member shall receive a copy of the evaluation in its final form when he signs it.

Section 10.6. Inaccurate Documents. Should any member have reason to believe that there are inaccuracies in documents contained in his file, he may write a memorandum to the Chief explaining the alleged inaccuracy. If the Chief concurs with the member's contention, he shall remove the inaccurate document. A member shall have the right to attach a rebuttal or explanation statement to any document in his file.

Section 10.7. Use of Prior Discipline. In assessing proper levels of discipline, the City will take into account the length of time since any previous offenses have occurred. Records of oral counseling will not be used as a basis for further discipline one (1) year or more after issuance, and shall be removed from the personnel file. Records of written reprimand will not be used as a basis for further discipline two (2) years or more after issuance, and shall be removed from the personnel file. All other forms of discipline will not be used as a basis for further discipline and shall be removed from the personnel file three (3) years from the date of issuance.

Section 10.8. When a member is being asked questions during an internal investigation which could lead to discipline of the member questioned, the member shall be advised that an internal investigation is being conducted and could result in discipline. The member shall have the right to have FOP/OLC representation if he so desires and requests such representation. Except in unusual circumstances requiring otherwise, members will only be asked questions during duty hours or at a time contiguous to their duty hours. Time shall be allowed during such questioning for attendance of physical necessities or consultation with his representative. Members shall be informed, in writing, of the results of any investigation in which the member is interviewed, at the conclusion of the investigation.

Section 10.9. In evaluating the evidence regarding a complaint about a member's conduct, the City will take into account the length of time which has expired between the date of the alleged incident and the date the complaint is received as bearing on the credibility of the complaining party. The City will request that the complaining party write out a sworn affidavit to assure the validity of the complaint. In the event a complaint is received from an anonymous source, the City will not take action against the member complained about unless the complaint is supported by other corroborative evidence.

Section 10.10. The use of a polygraph machine or other truth verification instrument may be used if the employee who is subject to the discipline voluntarily agrees, and/or employees who may be a witness, but are not subject to discipline, may be required to take a polygraph or other truth verification instrument. However, the licensed operator of the instrument shall not be a resident of Preble County. Employees who are subject to discipline will not be required to take a polygraph/truth verification instrument of any kind. Witnesses, required to take a polygraph truth verification test will not be disciplined based upon the results of such test.

Section 10.11. Whenever the Employer determines that an employee's conduct may warrant a suspension, discharge, or any other disciplinary action resulting in a loss of pay, a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged violation. No less than forty-eight (48) hours prior to the hearing, the employee shall be given written specifications of the charges. Written notice of such conferences will be personally delivered to the employee. Such notices shall specify the time, date, and place of the conference, and the notice shall also advise the employee of his right to have a representative present at the conference. The employee may waive his right to a predisciplinary conference. Employees attending predisciplinary conferences shall not suffer any loss of pay.

Section 10.12. At the predisciplinary conference, the employee will respond to the allegations of misconduct which are outlined to the employee no less than 48 hours prior to the hearing. The employee will be given the opportunity to rebut the Employer's evidence. The employee or his representative on his behalf will respond verbally or in writing. If the employee responds verbally or in writing and fails to respond or respond truthfully may result in further disciplinary action only after receiving at least one (1) warning that his continued refusal to answer questions may lead to disciplinary action. If the allegations involve criminal misconduct, the member shall be informed of his constitutional rights.

At the conference, the employee may present any testimony or documents which explain whether or not the alleged conduct occurred.

Section 10.13. A written report will be prepared by the Employer concluding as to whether or not the alleged conduct occurred. The Employer will decide what discipline, if any, is appropriate. The Employer will prepare a report within forty-eight (48) hours after the conclusion of the hearing. A copy of the report will be provided to the employee within five (5) days following its preparation.

Section 10.14. The Employer (Police Chief, City Manager, or both) will determine the appropriate disciplinary action, if any.

ARTICLE 11 **GRIEVANCE PROCEDURE**

Section 11.1. A grievance is defined as an allegation that there has been a breach, misinterpretation, or improper application of any term or terms of this Agreement. It is not intended that the grievance procedure be used to affect changes in articles of this Agreement.

Section 11.2. The FOP/OLC will designate not more than three (3) grievance-liaison representatives, one (1) from each shift. From among these three (3) grievance-liaison representatives, the FOP/OLC may appoint a grievance-liaison chairman.

Section 11.3. A grieving shall not suffer any loss of pay for time spent presenting his grievance in any of the steps in this grievance procedure.

Section 11.4. A grieving shall be entitled to an FOP/OLC representative at Steps 2, 3, 4, and 5 of this procedure. The grieving's FOP/OLC representative shall be entitled to present the grievance on behalf of the grieving if the grieving so desires, to ask questions, and to have full participation. The grieving's FOP/OLC representative will not suffer any loss of pay for time spent representing a grieving in discussions under this procedure.

Section 11.5. All meetings regarding this grievance procedure shall normally occur during the grieving's duty hours or at a time contiguous to the grieving's duty hours, and the grieving and his representative, if he desires one, shall be released from duty for purposes of attending such meetings provided that neither the grieving, nor his representative, if one is desired, are needed to satisfy the City's manpower needs.

Section 11.6. For purposes of this article, the term "working days" will not include scheduled days off, approved leaves, or holidays.

Section 11.7. All grievances shall be resolved in accordance with the following procedure:

Step 1. If any employee, group of employees, or the FOP/OLC believes that he or they have a grievance (as defined above), he or they shall first discuss the grievance with the Sergeant within seven (7) working days of the incident, or within seven (7) working days of the time the employee should have been aware of the incident. If the grieving is not satisfied with the proposed disposition of the grievance, then within three (3) working days:

Step 2. The grievance shall be reduced to writing using an FOP/OLC grievance form (Appendix C) and shall be signed by the aggrieved employee, employees, or the FOP/OLC and presented to the Sergeant. Such written grievance shall designate the relief or disposition sought. Any grievance not reduced to writing and submitted to the Sergeant shall be considered as abandoned. Within three (3) of his working days after he receives the grievance, the Sergeant will schedule a meeting with the grieving and his representative. (The day of submission is not counted as a day of this step or any succeeding step.) The Sergeant shall answer the grievance in writing within three (3) of his working days following the meeting. If the grieving is not satisfied with the proposed disposition, then within five (5) working days:

Step 3. The grievance shall be presented to the Chief of Police. Such written grievance shall designate the relief or disposition sought. Any grievance not reduced to writing and submitted to the Chief of Police shall be considered as abandoned. Within five (5) of his working days after he receives the grievance, the Chief of Police will schedule a meeting with the grieving and his representative. The Chief of Police will answer the grievance in writing within five (5) of his working days following the meeting. If the grieving is not satisfied with the proposed disposition, then within five (5) working days:

Step 4. The grievance shall be presented to the City Manager. Such written grievance shall designate the relief or disposition sought. Any grievance not reduced to writing and submitted to the City Manager shall be considered as abandoned. Within five (5) of his working days after he receives the grievance, the City Manager will schedule a meeting with the grieving and his representative. The City Manager will answer the grievance in writing within five (5) of his working days following the meeting.

Step 5. Grievance Mediation (Optional Step). Should the grievance not be satisfactorily resolved at Step 4, the Union and the City, by mutual agreement, may elect to attempt a resolution of the grievance through mediation. Should either the Union or the City wish to request mediation, such request shall be presented to the other party within ten (10) calendar days of the issuance of the response in the Formal Internal Step. The other party shall have ten (10) calendar days to agree to or decline the request.

Should the parties elect mediation, they shall contact the Federal Mediation and Conciliation Service (FMCS) and request the appointment of a mediator. The mediator shall conduct mediation as soon as possible. Should mediation be elected, the timeline for advancing the grievance to arbitration shall be held in abeyance until the completion of the mediation process.

Step 6.

- A. Appeal to Arbitration. If the grievance is not resolved at mediation or should a member-grieving, if mediation optional step is not mutually agreed to, after receiving the written answer to his grievance at Step 4 of the grievance procedure, still feel that the grievance has not been resolved to his satisfaction, he may, upon approval of the FOP/OLC, request it be heard before an arbitrator. The FOP/OLC must make application to the City Manager or his designee for arbitration within thirty (30) calendar days of the grieving's receipt of the written answer from the City Manager at Step 4, or thirty (30) calendar days after completions of the mediation process in Step 5 above.
- B. Selection of Arbitrator. Within seven (7) calendar days following the receipt, by the City Manager or his designee, the FOP/OLC's application for arbitration, the City Manager or his designee, and an FOP/OLC representative will request the Federal Mediation and Conciliation Service to submit a panel of fifteen (15) arbitrators from FMCS (Ohio). The parties shall alternately strike names, selecting the final remaining name. Each party may once reject a list and request from FMCS another list of fifteen (15) names. If the Union does not pursue the arbitration (i.e. attempt to schedule the hearing) within thirty (30) days after the selection of the arbitrator, the grievance will be deemed settled based upon the City's Step 4 answer.
- C. Authority of Arbitrator.
 1. The arbitrator shall conduct a fair and impartial hearing on the grievance, hearing, and recording testimony from both parties. The arbitrator shall not have the authority to add to, delete from, or modify any provisions of the Agreement. It is expressly understood that the ruling and decision of the arbitrator, within his function as described herein, shall be binding.
 2. 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. If the arbitrator determines that the grievance is within the purview of arbitrability, the grievance will then be heard on its merits.
- D. Arbitrator Costs. The costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and the rent, if any, for the hearing room

shall be borne equally by the parties. The expenses of any witnesses shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript. Grievants or grievance representatives and member witnesses, called by either party, who appear at such a hearing during their normally scheduled working hours, shall not suffer any loss of pay.

- E. Arbitrator's Findings. The arbitrator shall render in writing his findings as quickly as possible within thirty (30) calendar days after the hearing, or within thirty (30) days after submission of post-hearing briefs, if any, and shall forward such findings and all supporting data to the office of the City Manager and to the FOP/OLC.

Section 11.8. Time Limits. It is the Administration's and the FOP/OLC's intention that all time limits in the above grievance procedure shall be met. To the end of encouraging thoughtful responses at each step, however, the FOP/OLC's and the Administration's designated representative may mutually agree, at any step, to short time extensions, but any such agreement must be in writing and signed by the parties. All grievances must be processed at the proper step in the progression in order to be considered at the next step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step. Any grievance not answered by the Employer's representatives within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. Any step in the grievance procedure may be skipped on any grievance by mutual consent.

Section 11.9. When an employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of the grievance, the appropriate FOP/OLC representative will be notified of his right to be present at the adjustment.

Section 11.10. Disciplinary actions of verbal warning (record of instruction and cautioning) and/or written reprimand, taken by the Employer against any bargaining unit employee, may be appealed to Steps 1, 2, 3, and 4 of the grievance procedure, but shall not be appealed to Step 5 (arbitration).

Section 11.11. All grievances should contain the following information to be considered and must be filed using the grievance form provided (Appendix C):

- A. Aggrieved employee's name and signature of person filing the grievance;
- B. Aggrieved employee's classification;
- C. Date grievance was filed in writing;
- D. Date and time grievance occurred;

- E. A description of the incident giving rise to the grievance;
- F. Articles and sections of the Agreement violated;
- G. Desired remedy to resolve the grievance.

The FOP/OLC shall have the responsibility for the duplication, distribution, and their own accounting for the grievance form.

Section 11.12. In Steps 1 through 4 of the grievance procedure outlined in Section 7 above, certain Union representatives shall be given approval to attend the meetings therein prescribed.

ARTICLE 12 **SENIORITY**

Section 12.1. There shall be two (2) types of seniority:

- A. City-Wide Seniority is defined as an employee's uninterrupted continuous service with the City of Eaton as a full-time employee, computed from the employee's last date of hire. City-wide seniority is specifically used for accrual of all benefits (except Section 26.7) and the selection of benefit leave time.
- B. Classification Seniority is defined as an employee's continuous length of service within their current classification (Police Officer or Dispatcher) with the City of Eaton Police Division. Classification seniority is used for all other provisions within this Agreement, (i.e., layoff).

Section 12.2. The following situations shall not constitute a break in continuous service:

- A. Absence while on approved leave of absence;
- B. Absence while on approved sick leave or disability leave;
- C. Military leave;
- D. A layoff of one (1) years' duration or less.

Section 12.3. The following situations constitute breaks in continuous service for which seniority is lost:

- A. Sustained discharge;
- B. Retirement;
- C. Layoff for more than one (1) year;

- D. Failure to return to work pursuant to the layoff article absent extenuating circumstances such as illness, injury, or disability;
- E. Failure to return to work at the expiration of leave of absence;
- F. Resignation, unless reinstated by the Employer within one (1) year.

ARTICLE 13 **LAYOFF AND RECALL**

Section 13.1. When the Employer determines that a long-term layoff, job abolishment, or reorganization is necessary, the Employer shall notify the affected employees five (5) days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible. The Employer, upon request from the FOP/OLC, agrees to discuss the impact of the layoff on bargaining unit employees with representatives of the FOP/OLC.

Section 13.2. The Employer shall determine in which work sections layoff will occur. Employees will be laid off beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. All temporary, seasonal, and part-time employees in the classification will be laid off before any bargaining unit members.

Section 13.3. Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff. Full-time employees with recall rights shall be recalled prior to any temporary, seasonal, intermittent, or part-time employees. When the Employer recalls employees off the list, they shall be recalled to their previous classification but not necessarily to the shift on which they are working when the layoff occurred.

Section 13.4. Notice of recall from a long-term layoff shall be sent to the employee by certified or registered mail with a copy to the FOP/OLC. The Employer may comply by mailing the recall notice by certified or registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 13.5. In the case of a long-term layoff, the recalled employee shall have seven (7) calendar days following receipt of the recall notice to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is specified in the notice.

ARTICLE 14 **WORK RULES AND DIVISION DIRECTIVES**

Section 14.1. The FOP/OLC recognizes that the Employer or designee has the right to promulgate work rules, policies and procedures, and to regulate the personal conduct of employees and the conduct of the Employer's operations, services, programs, and business.

Section 14.2. Prior to implementing new or changed work rules, policies or procedures, the Employer will notify the FOP/OLC at least thirty (30) calendar days in advance of the effective date. If the FOP/OLC requests to bargain over such a change within that notice period, the Employer and the FOP/OLC will meet to negotiate in good faith. If the FOP/OLC does not request to bargain, or if the Employer and the FOP/OLC bargain to impasse, the Employer may implement a proposed change.

Section 14.3. If agreement cannot be reached on new or revised rules, policies or procedures, and the Employer implements the proposed changes, the FOP/OLC may file a grievance if a conflict exists between this agreement and the newly implemented rules, policies or procedures. Said grievance may be filed by the FOP/OLC at Step 5 of the grievance procedure.

Section 14.4. Notwithstanding the preceding sections, if the change is necessary due to exigent circumstances or a state or federal directive or regulation, the Employer is not required to give the thirty (30) day notice or to bargain over it; however, the Employer may elect to do so, if time permits, without waiving their rights.

Section 14.5. Newly written work rules, policies or procedures applicable to bargaining unit employees will be posted or otherwise communicated to the affected employees in advance, provided the parties recognize that certain situations, for example an emergency or state or federal directive, may require that the Employer implement a change immediately.

ARTICLE 15

HEALTH AND SAFETY

Section 15.1. It is agreed that safety must be a prime concern and responsibility of all parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, tools, equipment, and working methods for its employees. The employee(s) accepts the responsibility to follow all safety rules and safe working methods of the Employer.

Section 15.2. Employees are responsible for reporting unsafe conditions or practices; the Employer is responsible for correcting unsafe conditions or practices. Employees are responsible for properly using and caring for facilities, vehicles and equipment, tools, and supplies provided by the Employer and the Employer is responsible for safe and proper care of the same. A specific reporting procedure shall be established for each work unit. The responsible supervisor shall note all reports of safety complaints and forward copies to the Chief and the safety committee. Employees will not be disciplined for reporting alleged unsafe equipment or conditions to their supervisor or Chief.

Section 15.3. A Dispatcher acting in good faith has the right to refuse to work under conditions he reasonably believes present an imminent danger of death or serious harm to himself or others, provided that such conditions are not such as normally exist or might reasonably be expected to occur in his position. Any incident of work refusal shall immediately be reported to the Chief and safety committee, who will investigate whether any corrective action is necessary which may eliminate or reduce a potential danger or hazard. The recommendations of the safety committee are

advisory only, and shall not bind the Employer or prevent the employee(s) from filing a safety complaint or grievance.

Section 15.4. When workplace engineering and work practice controls fail to adequately protect Dispatchers from safety hazards or reduce health hazards to an acceptable level, the Employer shall provide personal protective equipment. 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 15.5. 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 his designated representative. Employee medical records including biological monitoring shall be made available to the employee, and to his designated representative upon tendering to the Employer a signed written consent form from the employee who is the subject of the record.

Section 15.6. The safety committee shall consist of the Chief, one (1) additional Employer appointee, and one (1) bargaining unit member from the Dispatchers' unit appointed by the FOP/OLC. The FOP/OLC shall provide to the Employer the name of its appointee for each Agreement year not less than one (1) month prior to the anniversary date of this Agreement.

It is understood that the committee is a fact-finding and communication vehicle only. The responsibilities of the committee are as follows:

1. Review all health and safety complaints and make recommendations for corrective action.
2. Review all incident reports of work-related incidents and/or accidents which involve damage to equipment or vehicles and/or injury of employees or others. The committee shall not have the authority to determine whether safety violations have occurred or to recommend discipline.
3. The committee shall immediately convene upon notice of a work refusal and shall perform the functions stated in Section 3.
4. Recommend safety training programs and amendments, modifications, or additions to the safety manual.
5. Make such recommendations as they deem necessary regarding safe work practices and methods, equipment, tools, and facilities.

The committee's responsibility in general is to drive the City's safety program. The Employer's responsibility is to coordinate their efforts and monitor compliance with Occupational Safety and Health Administration requirements as required by applicable law.

Section 15.7. Any employee seeking remedy before any other agency on a safety or health complaint shall not be eligible to have his grievance heard before an arbitrator under the terms of this Agreement. The FOP/OLC shall be bound to follow the redress procedure elected by the employee.

Section 15.8. The parties understand that the classification of Dispatcher is the only bargaining unit classification covered by H.B. 308 (OSHA). However, all bargaining unit employees must comply with the Bloodborne Pathogen Standards as outlined in Section 9.

Section 15.9. Exposure to bloodborne 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. Employees exposed to tuberculosis (TB) shall be provided with TB tests at the Employer's expense. Employees who test positive for TB shall be provided with necessary medication at the Employer's expense to the extent such medication is not paid for under the health insurance plan.

Section 15.10. Patrol Vehicles. Patrol vehicles will be equipped with two (2) pairs of rubber, surgical-type gloves and one (1) pair of heavy-duty, fire-resistant-type gloves.

ARTICLE 16

SUBSTANCE TESTING

Section 16.1. Drug/alcohol testing may be conducted on employees randomly and upon reasonable suspicion to believe that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner and may be based upon, but not limited to:

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or physical symptoms of being under the influence of a drug or alcohol;
- B. A pattern or 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;
- F. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Section 16.2. Drug Testing Procedures. All drug screening tests shall be conducted by laboratories certified by the Department of Health and Human Services (DHHS) or certified by a DHHS-

recognized certification program. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this article.

Section 16.3. Alcohol Testing Procedures. Alcohol testing shall be done in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result may entitle the Employer to proceed with sanctions as set forth in this article with the understanding that the Employer recognizes that certain substances (e.g., medicines, mouthwashes, cough suppressants) may contain alcohol which can affect the result.

Section 16.4. Test Results/Refusal to Submit to Testing. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. A representative for the bargaining unit shall have a right to access to the results upon request of the Employer, with the employee's consent. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.

Section 16.5. Confirmatory Testing.

- A. If a drug screening test is positive, a confirmatory test shall be conducted utilizing additional fluid from the same containers collected in the manner prescribed above.
- B. In the event the second test 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 second test contradicts the results of the first test, or the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.
- D. In the event the two (2) test results are positive, the employee is entitled to have the sample in the second container, which has remained intact, tested in the manner prescribed above at the employee's expense. The result of the test, whether positive or negative, shall be determinative.

Section 16.6. Positive Test Results.

- A. In all cases of drug and alcohol use and abuse, the Employer will give strong consideration to the use of rehabilitation instead of discipline. However, if circumstances warrant, the Employer reserves the right to impose appropriate discipline up to and including termination.

B. If an employee is not terminated for just cause as stated above, the Employer will require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. Discipline allowed by the positive findings shall be deferred pending rehabilitation of the employee within a reasonable period. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, compensatory days, vacation leave, and personal days for the 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 shall be returned to his former position. Such employee may be subject to periodic retesting upon his return to his position for a period of one (1) year from the date of his 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.

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

Section 16.7. Payment of Testing Costs. Costs of all drug screening tests and confirmatory tests shall be born by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

Section 16.8. Any random testing per this article will be conducted per the Department of Transportation Standards.

ARTICLE 17

EMPLOYEE ASSISTANCE PROGRAM

Section 17.1. The Employer and the FOP/OLC recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with their ability to work productively. The purpose of the City of Eaton Employee Assistance Program shall be to help employees deal with the kinds of difficulties and problems which may include mental, emotional, financial, family, marital, employment-related stress, drug abuse, alcoholism, illness/disability, or other such problems, and to link the members with resources that can provide appropriate help; to reduce job performance problems; and to retain valued employees.

Section 17.2. Participation in the assistance program shall be voluntary, except for those employees not terminated for a drug or alcohol abuse violation. Employees who test positive, per Article 16 of this Agreement, shall be required to participate in this employee assistance program. Seeking and/or accepting assistance to alleviate an alcohol, drug, or other behavioral or emotional problem will not in and of itself jeopardize an employee's job security.

Section 17.3. Employee participation in this assistance program shall be scheduled outside the employee's scheduled workday. If scheduling does not permit this, employees can use unused sick leave or vacation leave.

Section 17.4. Records regarding treatment and participation in the EAP shall be confidential, and the records shall not be maintained in the employee's personnel file.

Section 17.5. Expenses incurred for treatment, assistance, and/or hospitalization will be provided under the employee's health insurance whenever possible. Participating employees will be advised of the extent of insurance coverage for the appropriate treatment should they so request.

ARTICLE 18

WAIVER OF CIVIL SERVICE COMMISSION AND RELATED LAWS

Section 18.1. In accordance with the provision of ORC Section 4117.10(a), all articles listed in the table of contents of this Agreement are intended to supersede and/or prevail over conflicting and/or additional subjects found in the Eaton City Charter, Eaton City Ordinance, ORC Section 124.01 through 124.56, Section 9.44, 4111.03, and Section 325.19 or any other sections of the Ohio Revised Code in conflict with any provisions herein. It is expressly understood that the Eaton Civil Service Commission shall have no authority or jurisdiction as it relates to employees in the bargaining unit, except as prohibited by Ohio Revised Code 4117.08(B).

ARTICLE 19

HOURS OF WORK AND OVERTIME

Section 19.1. This article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purposes of promoting efficiency or improving services, or from establishing the work schedules of employees, including flexing an employee's work schedule within the same work period for the purposes of training, or as is otherwise provided in this agreement. The Employer will attempt to give 24 hours advance notice when flexing an employee's work schedule. This article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 19.2. Work Schedule. The City recognizes the benefit to be achieved from advanced notice of scheduling and, accordingly, agrees that, unless unusual circumstances prohibit, the work schedule for the bargaining unit members will be posted at least four (4) weeks prior to the implementation of the schedule.

The work period for Patrol Officers shall consist of twenty-eight (28) consecutive calendar days. The work period for Dispatchers shall be seven (7) consecutive days.

Section 19.3. Overtime. Members will be paid their regular straight-time salary for all hours described in Section 19.1 above. Members who work in excess of their regular schedule in a workweek shall be compensated at a rate of one and one-half (1 1/2), or may by mutual agreement

with the City, "Flex" his/her work schedule within the same work period. Sick leave hours will not count as hours worked in computing overtime described above, but sick leave hours may be designated as "Flex" time off if the employee works what would normally be considered overtime as defined above.

Section 19.4. Overtime Policy. It shall be the policy of the Administration to avoid overtime work except when absolutely necessary. The Administration shall not compensate for overtime work in any form or manner except on the advance authorization of the Chief of Police, to complete necessary reports or in an emergency when such authorization may be granted subsequently.

Section 19.5. Report-in Pay/Call-in Pay/Court Pay. An employee called in to work, at a time outside his regularly-scheduled shift, including court time, which call-out does not abut his regularly-scheduled shift, shall be paid not less than two (2) hours' pay at one and one-half (1 1/2) the employee's regular rate of pay, or may by mutual agreement with the City, "Flex" his/her work schedule within the same work period. Any employee called in to work, including court time, must report in full uniform, unless otherwise authorized by the Chief of Police, and clock in at the time clock personally. An employee called in to rectify his own error shall be credited with the actual time worked at the appropriate rate of pay and not with the minimum premium herein stated.

An employee called in to work, including court time, on his regularly-scheduled day off shall be paid not less than three (3) hours' pay at one and one-half (1½) times the employee's regular rate of pay, or may by mutual agreement with the City, "Flex" his/her work schedule within the same work period.

Section 19.6. Stand-by Pay. Whenever a bargaining unit member is required by the Chief to be on stand-by status, away from his work site and outside of his regular scheduled hours, the member shall have his/her schedule "Flexed" within the same work period equal to the time on stand-by or if the "Flexing" cannot take place within the same pay period, the employee shall be compensated at a rate of one and one-half (1 1/2) times the member's regular rate for all such hours in stand-by status. Members shall be guaranteed a minimum of one (1) hour's "Flex" or pay at the overtime rate for each stand-by.

Section 19.7. Compensatory Time Off or Cash Payments. All overtime earned shall be compensated for by cash payments unless the member elects to receive compensatory time off. Such compensatory time off shall equal one and one-half (1 1/2) hours for each hour of overtime compensation to which the member is entitled. The maximum amount of compensatory time that a member may accumulate shall be forty (40) hours during the first year of this Collective Bargaining Agreement, however anyone who has a balance greater than forty hours may maintain that balance without penalty. During the second year of this Collective Bargaining Agreement a member may accumulate eighty (80) hours, however anyone who has a balance greater than eighty (80) hours may maintain that balance without penalty. During the third year of this Collective Bargaining Agreement the maximum accumulation of compensatory time shall be one hundred (100) hours. Any member who reaches the maximum hourly limit shall thereafter be paid overtime compensation for overtime hours worked. In December of each year, any member may request payment for any portion of his accumulated compensatory time.

Section 19.8. Separation Payment for Compensatory Time. A member who is to be separated from the service through discharge, resignation, retirement, or layoff, and who has unused compensatory time to his credit, shall be paid the cash value for such accrued compensatory time.

Section 19.9. Compensatory Time Payment at Death. When a member dies while in paid status, the cash value of any unused compensatory time, in addition to vacation leave pay to his credit, shall be paid to the surviving spouse or to the estate of the deceased member.

Section 19.10. Exchange of Shifts/Duty Days. Members shall be permitted, with the approval of their immediate supervisors, to exchange a workday or shift assignment. However, exchanges of workdays or shift assignments lasting two (2) or more consecutive days shall require the approval of the Chief of Police or his designee. This practice is encouraged by the City in order to reduce overtime and prevent flex scheduling and will not be unreasonably denied.

Section 19.11. Bargaining Unit Overtime. If the need for overtime exists, bargaining unit members, within their respective classification, shall have the first opportunity to work overtime by bargaining unit seniority before overtime is offered to non-bargaining unit members. The Administration reserves the right to require employees to work overtime. This Section (19.11) shall not be in force during the first and second years of the Collective Bargaining Agreement. This Section shall be in effect during the third year of the Agreement.

ARTICLE 20
WAGES

Section 20.1. Employees shall be compensated in accordance with the following pay ranges and hourly wage rates, according to their classifications, during the specified years. Should any employee or group of employees other than the three (3) employees appointed by City Council, receive an increase to their pay scale, the pay scale below will be increased by an equal amount.

January 1, 2014		Patrol Officers								
Step	1	2	3	4	5	6				
Hourly	\$20.50	\$21.19	\$22.78	\$24.04	\$25.33	\$26.72				
Annual	\$46,640	\$44,948	\$47,382	\$50,003	\$52,686	\$55,578				
January 1, 2014		Dispatchers								
Step	1	2	3	4	5	6	7	8	9	10
Hourly	\$15.13	\$15.72	\$16.32	\$16.94	\$17.60	\$18.28	\$18.98	\$19.74		
Annual	\$31,470	\$32,698	\$33,946	\$35,235	\$36,608	\$38,022	\$39,478	\$41,059		

January 1, 2015		Patrol Officers								
Step	1	2	3	4	5	6				

Hourly	\$20.50	\$21.19	\$22.78	\$24.04	\$25.33	\$26.72				
Annual	\$46,640	\$44,948	\$47,382	\$50,003	\$52,686	\$55,578				
January 1, 2015 Dispatchers										
Step	1	2	3	4	5	6	7	8	9	10
Hourly	\$15.13	\$15.72	\$16.32	\$16.94	\$17.60	\$18.28	\$18.98	\$19.74		
Annual	\$31,470	\$32,698	\$33,946	\$35,235	\$36,608	\$38,022	\$39,478	\$41,059		

In the third year of this Collective Bargaining Agreement the Bargaining Unit and the Employer agree to a wage re-opener per Ohio Revised Code Chapter 4117.

Section 20.2. Steps.

- A. Employees hired during the term of this contract shall ordinarily be assigned to Step 1, except where the Chief determines that the new employee's exceptional qualifications and/or experience warrant a higher placement.
- B. The job performance of each bargaining unit employee shall be evaluated annually by the employee's immediate supervisor. Upon review of the evaluation, the Chief shall meet with the employee, no later than the anniversary of the employee's entry into his or her current pay step, to discuss the employee's rating and placement on the pay chart. Employees whose performance has been satisfactory shall advance to the next higher step, effective with the next pay period. Step increases will not be withheld, absent just cause. Unreasonable denial of an annual step increase will be cognizable under the "otherwise disciplined" aspect of Section A of the "Corrective Action and Records" article and may be grieved under the "Grievance Procedure" of this Agreement.

Section 20.3. Reassignments. The Employer will pay a fifty cents (\$.50) premium to Patrol Officers temporarily filling the Sergeant position. Any employee who is demoted to a lower job classification will be placed in the same pay step of that classification as was held in his former classification.

Section 20.4. The Employer will pay a thirty-five cent (\$.35) per hour premium to the Dispatcher assigned to the position of Terminal Agency Coordinator (TAC).

Section 20.5. The Employer will pay a fifty cent (50¢) per hour stipend to any officer that is assigned the duties of a Detective. Any Detective receiving such stipend will not be eligible for any shift differential, regardless of which shift he is so assigned.

Section 20.6. Officer In Charge (OIC). When no supervisor is working, the Chief will designate an OIC, if the Chief does not designate and OIC the senior police officer on duty shall be the Officer In Charge. The Officer In Charge shall receive an additional fifty cents (50¢) per hour for all hours worked as OIC, after a minimum of five (5) hours of OIC have been completed.

ARTICLE 21
SHIFT ASSIGNMENTS

Section 21.1. The Employer shall endeavor to provide nonprobationary bargaining unit employees a measure of stability in their lives by assigning each to a shift for a period of six (6) months. Positions on each shift will be posted by the Employer on March 1 and September 1, and employees will be permitted to express their shift preferences, in writing, during the following two (2) weeks. Within one (1) week thereafter, the Chief will assign shifts to meet the operating needs of the Department, but no employee will unreasonably be denied his or her preferred shift assignment. Failure to give reasonable consideration to the shift preferences of employees, in the order of their departmental seniority, shall be arbitrable under the grievance procedure set forth in this collective bargaining Agreement.

Section 21.2. If a job vacancy occurs in the bargaining unit, it will be offered first to the most senior qualified individual, continuing in order of seniority to the least senior qualified individual, who may be assigned involuntarily.

ARTICLE 22
SHIFT DIFFERENTIAL

Section 22.1. For any shift in which the majority of the hours occur between 6:00 P.M. and 6:00 A.M., the shift differential will be \$.60 per hour, for all hours worked on that workday.

ARTICLE 23
STAFFING

Section 23.1. The Employer and the FOP/OLC agree that for the safety of the employees and the efficient operation of the Department, two (2) employees shall normally be scheduled concurrently on a duty shift. Typically, these two (2) employees will be in regular patrol uniform and equipment and be available to perform patrol activities. Uniform management and non-bargaining unit employees are included in the above totals.

Section 23.2. The two (2) employee minimum as outlined in Section 23.1 above, will be maintained at all times, unless an unforeseen situation (i.e., staffing has been reduced due to resignation/termination, sick leave, and /or call-offs), and the city has made every attempt to fill the vacancy.

ARTICLE 24
HOLIDAY PAY/PERSONAL LEAVE

Section 24.1. Holidays. The following are designated as paid holidays for members:

New Years' Day
New Year's Eve Day (one-half [2] day)
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Day before Christmas (one-half [2] day)
Christmas Day

Section 24.2. Holiday Time Off. For each holiday observed on a member's workday, said member shall work that holiday unless the member requests and is granted the day off by the Chief of Police through the use of vacation leave, personal leave, or compensatory time.

Section 24.3. Holiday Payment. For each of the holidays specified in Section 1 of this article, the member shall accrue eight (8) hours of holiday compensation equal to their normal rate of pay and shall be paid in one (1) lump sum during the last week, including the period of November 15th, of the year the holiday pay was earned. In addition, members shall be entitled to holiday compensation at one and one-half (1.5) times the member's rate of pay if they work on any of the holidays specified in Section 1.

Section 24.4. Celebration Day for Holidays. For purposes of holidays, holiday time shall apply to the tour of duty beginning on the day which is celebrated as a holiday.

Section 24.5. Personal Leave. Members shall be credited with forty (40) hours of personal leave each calendar year. Use of personal days shall be at the member's discretion with the approval of the Chief of Police. Members shall notify the Department at least two (2) hours prior to the start of the member's tour of duty for which he intends to use personal leave. Employees shall accrue ten (10) hours of personal leave at the beginning of each quarter. Personal leave may be used in advance of their accrual; however, such time taken before being earned shall be deducted from the employee's terminal pay in the event of separation from service during the year. Personal leave not taken during the calendar year in which they are earned shall be forfeited. Personal leave cannot be utilized in increments of less than four (4) hours, nor shall pay be granted in lieu of personal leave.

New employees shall earn personal leave on a prorated basis of ten (10) hours for each three (3) full months worked during the first year of employment.

Section 24.6. Separation for Holiday and Overtime Accumulation. A member who is owed compensation for holiday pay, compensatory time, overtime worked, and for overtime worked on a holiday shall be compensated at the rate of pay at the time of the separation.

ARTICLE 25 **SICK LEAVE**

Section 25.1. Upon execution of this Agreement, each employee while in active pay status shall accumulate five (5) hours of sick leave per pay period. For purposes of this article, active pay shall include hours worked or in a paid holiday, sick leave, compensatory time, or vacation leave status. Sick leave shall not accrue while an employee is in any unpaid status including leave of absence, layoff, suspension, or in overtime status.

Section 25.2. Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave for only days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings. Under no circumstances shall sick leave be advanced prior to being accumulated.

Section 25.3. This section describes the uses of sick leave.

- A. Provided proper notification and request procedures have been followed, sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:
1. Illness or injury of the employee;
 2. Illness or injury to a member of the employee's immediate family as determined pursuant to Section 7;
 3. Medical, dental, or optical examinations or treatment of employee or a member of his immediate family, which requires the employee, and which cannot be scheduled during nonworking hours;
 4. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee, or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others;
 5. Pregnancy and/or childbirth and other conditions related thereto;
 6. Death of a member of his family other than those family members covered by funeral leave (Article 27). These additional family members would include the spouse, grandparent, half-brother, half-sister, daughter-in-law, and son-in-law. (Sick leave usage limited to time actually required: to attend funeral, make necessary funeral arrangements, and to take care of related matters. Maximum usage is limited to two (2) working days in addition to funeral leave granted).
- B. For purposes of this section, the definition of immediate family is as follows: spouse, child, mother, father, legal guardian, brother, sister, grandparent, spouse's grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, half-brother, half-sister, or any dependent person living in the same household on a continuous basis.
- C. The Employer reserves the right to investigate and verify any employee absence.

Section 25.4. The Employer shall require an employee to furnish a standard written, signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action.

Section 25.5. When an employee is unable to report to work, he shall notify the Employer one (1) hour before the time he is scheduled to report to work on each day of absence, unless emergency

conditions make it impossible, or unless the employee has made other reporting arrangements with his immediate supervisor. Failure to meet this notification requirement will result in no sick leave paid for such time off.

Section 25.6. Employees failing to comply with the sick leave provision of this article may not be paid. Application for sick leave with intent to defraud may result in discipline and refund or salary or wage paid.

Section 25.7. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

Section 25.8. The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the essential functions of the employee's position. If found not qualified, the employee may be placed on sick leave, leave without pay, or Family Medical Leave. The cost of such examination shall be paid by the Employer, and the physician will send the Employer the results of such examination. The employer will provide a copy of the results to the employee.

Section 25.9. In cases where a member, who is on injury leave or sick leave, has received medical certification to return to restricted (light) duty, the member may request to be placed in a restricted (light) duty assignment. If the member requests such an assignment, the City shall make an effort to accommodate the member's request to be placed in a light duty assignment within the City, if any such (light) duty is available, as determined by the City Manager or designee.

Section 25.10. Upon return to work, an employee shall complete and sign a request for sick leave use on a form provided by the Employer to justify the use of sick leave. The Employer may, when an employee utilizes sick leave for medical appointments, or when an absence is more than three (3) consecutive workdays, require the employee to furnish a statement from a licensed physician. Such statement shall include the general nature of the illness or injury and the expected return-to-work date. Failure of the employee to provide such statement when requested shall result in the denial of sick leave pay.

Section 25.11. Vacation leave may be used for sick leave purposes, at the employee's request and the approval of the Employer, after sick leave is exhausted.

Section 25.12. Any person who has previously been employed by any public agency within the state and has accumulated any unused sick leave under the provisions of Ohio R.C. Chapter 124.38 shall, if he can provide written verification of the number of hours involved, have his accumulated unused sick leave time credited to his sick leave account with the City.

Section 25.13. Upon retirement or termination after three (3) years of employment, full-time employees may convert unused accrued sick leave to a lump sum monetary payment on the following conditions:

- A. Payment will be on the basis of one (1) hour's pay for each two (2) hours of accrued sick leave, not to exceed nine hundred sixty (960) hours, for a maximum of four hundred eighty (480) hours paid.
- B. Payment will be at the hourly rate in effect at the time of retirement or termination.
- C. Only that sick leave which is accrued while employed by the City shall be used in determining the amount of accrued sick leave eligible for conversion.
- D. Employees terminated for cause or who fail to give two (2) weeks' written notice of intent to voluntarily terminate their employment are not eligible for the sick leave conversion benefit.
- E. Payments for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall only be made once to any employee.

Section 25.14. Employees utilizing zero (0) hours sick leave during any quarterly period shall receive a monetary award of fifty dollars (\$50.00), to be received along with their regular earnings, with the first pay period of the next quarter and subject to required payroll deductions. Employees who utilize no sick leave for the entire year shall receive an additional one hundred dollars (\$100.00) award in the final quarter. For the purpose of determining eligibility for sick leave, quarters are defined as January through March, April through June, July through September, and October through December.

ARTICLE 26
VACATION

Section 26.1. Employees shall earn vacation on the following schedule:

<u>Years of Service</u>	<u>Vacation Hours Earned Per Month</u>
0 through 5	8
5 through 10	10.7
10 through 15	12
15 through 20	13.3
20 through 25	14.6
Over 25 years	16

Section 26.2. No more than two (2) years' vacation time may be carried over from one (1) calendar year to the next. Upon retirement or separation, an employee shall be compensated for accrued unused vacation leave not to exceed two (2) years' accumulated credit.

Section 26.3. If an employee is called to duty on a scheduled vacation day, the day shall not count as a vacation day.

Section 26.4. Employees may receive monetary payment in lieu of time off for up to two (2) weeks of accrued vacation leave in a calendar year, with the approval of the City Manager or his designee and subject to availability of funds. Such payment shall be at a rate of compensation equal to the employee's hourly rate at the time the request is approved.

Section 26.5. Since vacation is granted for purposes of rest and relaxation, employees shall take at least one (1) vacation of forty (40) consecutive hours each year.

Vacations shall be scheduled subject to the manning requirements of the City, but shall not be unreasonably denied. Seniority shall be the determining factor for vacation requests made during the month of January, each year. Vacation requests received after January 31, each year will be considered on a first-come, first-served basis. Once an employee has vacation scheduled and approved, such vacation cannot be bumped by a more senior employee.

Section 26.7. Vacation shall accrue on a prorated basis in each pay period. Employees' prior service with the state or political subdivisions of the state will count for the purpose of computing vacation leave, but new employees are not eligible to take paid vacation until they have completed their probationary period.

Section 26.8. Employees terminated for cause or who fail to give two (2) weeks' written notice of intent to terminate shall forfeit the right to take any vacation which had been scheduled.

Section 26.9. Vacation time must be taken in minimum increments of one-half (2) day.

Section 26.10. Employees on leave without pay status for any reason shall not accrue vacation leave benefits.

ARTICLE 27 **FUNERAL LEAVE**

Each regular full-time employee shall be entitled to funeral leave with pay according to the following:

Leave may be granted to employees, not to exceed three (3) workdays, for a death in the immediate family including spouse, parent, child, brother, sister, brother-in-law, sister-in-law, and parent of spouse, grandparents or other close relative who is part of an employee's immediate household. At the discretion of the supervisor, employees may be granted time off charged to vacation leave, personal days, sick leave or leave without pay, in the event of other relatives' deaths.

ARTICLE 28 **SPECIAL LEAVES**

Section 28.1. Special Leave. In addition to other leaves authorized herein, the Chief of Police may authorize special leave of absence with or without pay for purposes beneficial to the member and the City.

Section 28.2. Examination Leave. Time off with pay shall be allowed members to participate in civil service tests or to take a required examination, pertinent to their City employment before a state or federal licensing board with the approval of the Chief of Police.

Section 28.3. Jury Duty Leave.

- A. The Employer shall grant court leave with pay and without any loss of benefits to any employee who:
 - 1. Is summoned for jury duty by a court of competent jurisdiction; or
 - 2. Is subpoenaed to appear before any court, commission, board, or other legally constituted body authorized by law to compel the attendance of witnesses where the employee is not a party to the action.
- B. The employee shall submit any and all fees issued by the court, board, or other legally constituted body to the Employer to be eligible to receive full pay.
- C. The employee shall return to duty if there are more than two (2) hours remaining on his shift after being released from court.

Section 28.4. Family and Medical Leave.

- A. Family and Medical Leave will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1,250 hours of service during the previous twelve (12) months. The leave will be granted for a period of up to twelve (12) weeks per year in accordance with the Employer's policy.
- B. An employee who exhausts the Family and Medical Leave may apply for disability leave pursuant to the provisions of the Agreement.

ARTICLE 29
LEAVE OF ABSENCE WITHOUT PAY

Section 29.1. Upon the written request, the Employer may grant a personal leave of absence without pay. Personal leaves without pay must be requested in writing in advance of the leave and shall state the specific reason(s), the beginning date, the ending date, and the duration of the requested leave. The maximum duration of a leave of absence without pay for personal reasons of the employee shall not exceed six (6) months.

Section 29.2. The authorization of a leave of absence without pay shall be at the sole discretion of the Employer, and each request shall be decided based upon its merits.

Section 29.3. Upon returning from a leave of absence, the Employer shall place the employee in the same or a similar classification. An employee may, upon approval, return to active pay status prior to the originally scheduled expiration date.

Section 29.4. Any employee who fails to return to duty within seven (7) calendar days after the completion or valid cancellation of a leave of absence, without reporting to the Employer, may be removed by the Employer. Prior to the expiration of the leave, the employee must notify the Employer of the date of the return.

Section 29.5. Any employee who has been placed on an authorized leave of absence without pay does not earn sick or vacation leave credit while on such approved leave. Further, such employees shall be required to pay the entire cost of their medical coverage during a leave should they desire to continue coverage.

Section 29.6. If it is determined that an employee is abusing the leave of absence and not actually using the leave for the purpose(s) specified, the Employer may cancel the leave and provide the employee with a written notice directing the employee to report to work.

ARTICLE 30 **MILITARY LEAVE**

Section 30.1. Any members of the bargaining unit who are members of the Ohio National Guard, the Ohio Organized Militia, or members of other reserve components of the Armed Forces of the United States shall be granted leave of absence from their regularly assigned duties for such time period as they are required by such military unit for field training or active duty.

Section 30.2. Prior to the approval of such military leave, the bargaining unit employee must provide the Employer with a copy of his military orders defining the length of the required military leave and the rate of pay that the bargaining unit employee will earn during such period of military leave.

Section 30.3. Bargaining unit employees are entitled to leave of absence from their respective positions without loss of pay for the time they are performing service in the uniformed services, as defined in section 5903.01 of the Revised Code for up to twenty-two (22) eight (8) hour workdays or one hundred seventy-six (176) hours within one calendar year. However, with the approval of the City Manager, up to thirty (30) additional days of military pay differential may be granted.

Section 30.4. Employees who are members of those components listed above and who are called or ordered to military service for longer than a month for each calendar year, because of an executive order issued by the President of the United States, an act of Congress, or because of an order to perform duty issued by the Governor pursuant to Section 5919.29 or 5923.21 for the Ohio Revised Code are entitled, during the period designated in the act or order, to a leave of absence from their respective duties and to be paid each monthly pay period of that leave, the lesser of:

1. the difference between the employee=s gross monthly wage or salary and the sum of the employee=s gross military pay and allowances received that month;
2. five hundred dollars (\$500.00).

No employee will receive payment under this policy if the sum of the employee=s gross military pay and allowances received in the period exceeds the employee=s gross wage or salary.

Positions vacated by persons entering active military service may be filled by the appointing authority. The appointing authority should consider the expected date of return of the original incumbent prior to appointing a replacement and inform the new employee of such circumstances.

ARTICLE 31 **INJURY LEAVE**

Section 31.1. All regular full-time bargaining unit members shall be entitled to injury leave with pay, for a period not to exceed forty-five (45) consecutive calendar days for employees working a forty (40) hour workweek for each injury incurred in the performance of employment duties with the City, provided that the following procedures are followed:

- A. In all cases of personal injury to any regular full-time City employee as a result of the performance of employment duties, the employee shall complete an accident/injury investigation form and in conjunction with his or her respective department head shall report such injury to the City Manager immediately and ensure that a claim is filed with BWC for medical benefits only.
- B. In the event that time off from work is required by the injured employee, they will be granted injury leave from the first day of injury, if the proper documentation is submitted to the City of Eaton and BWC. This documentation will include, but not be limited to, a statement from the employee's physician and other documents as may be required by the City. In the event that the BWC determines that the injury is NOT employment related, any time the employee is, or has been, absent from work shall be deducted from the accrued sick leave. If the deduction of said time eliminates all of the employee's accrued sick time, the remaining time owed may be deducted from the employee's accrued vacation, holiday compensatory time, or other accrued compensatory time.
- C. During the period of time an injured employee is being paid under this policy, all normal benefits given to regular full-time City employees shall remain in force.
- D. In all cases where more than forty-five (45) consecutive calendar days for employees working a forty (40) hour workweek, the City Manager may at his discretion extend such leave by an additional one hundred twenty (120) consecutive calendar days for employees working a forty (40) hour workweek, if such necessity is determined to his satisfaction. Each employee requesting such an extension under this policy may be required to furnish a current affidavit from a licensed physician setting forth the need for the extension.

ARTICLE 32 **INSURANCE**

Section 32.1. Hospitalization, Surgical, Dental, and Major Medical. The City will provide each full-time employee in active pay status the level of benefits equal to the plan provided to non-bargaining unit employees of the City. The employee contribution shall be the same amount paid by non-bargaining unit employees of the City.

Section 32.2. Life Insurance. The City will provide, at no cost to the employee, life insurance coverage for all members in the amount of thirty thousand dollars (\$30,000), or the maximum allowed by the insurance coverage, whichever is less.

Section 32.3. The City shall provide a certificate of coverage for each member. Such certificate shall be for the member's family situation.

Section 32.4. Professional Liability. The City shall provide, at no cost to the employee, police-professional liability coverage for each member with at least the following limits of liability:

\$1,000,000 each person
\$1,000,000 each wrongful act
\$1,000,000 annual aggregate

Section 32.5. Employees may “opt-out” of the City’s Hospitalization, Surgical, Dental and Major Medical Plan(s). Upon “opting out” for each twelve (12) consecutive month period, the employee shall receive \$2000.00.

ARTICLE 33 **UNIFORMS/EQUIPMENT**

Section 33.1. Original Issue. Prior to the completion of their probation period, employees shall be provided with all uniforms and equipment required by the Employer in quantities specified by the Employer (as noted in Appendix B).

Section 33.2. Annual Allowance. Any employee in the bargaining unit who has completed one (1) year of service shall be entitled to a uniform and equipment purchase/maintenance allowance. During the first year of this Collective Bargaining Agreement, the Employer will provide an annual uniform allowance of three hundred dollars (\$300.00) for each member of the Patrol bargaining unit and two hundred and fifty (\$250.00) for each member of the Dispatcher bargaining unit. During the second year of this collective bargaining agreement the Employer will provide an annual uniform allowance of four hundred fifty dollars (\$450.00) for each member of the Patrol bargaining unit and three hundred seventy-five dollars (375.00) for each member of the Dispatcher bargaining unit. During the third year of this collective bargaining agreement the Employer will provide an annual uniform allowance of six hundred dollars (\$600.00) for each member of the Patrol bargaining unit and five hundred dollars (\$500.00) for each member of the Dispatcher bargaining unit. The uniform allowance may be carried over from one year to the next. However, the maximum accumulation

shall be no more than eight hundred dollars (\$800.00) of unused uniform allowance for the Patrol bargaining unit and six hundred dollars (\$600.00) for the Dispatcher bargaining unit. The Employer shall continue to pay the cost of dry cleaning for up to three (3) uniforms per week. The Employer will also continue to provide maintenance of an officer=s duty weapon and leather gear not damaged by the officer=s own negligence.

The allowances are provided for items required by the Employer (only for those items approved by the Chief) on a requisition and/or established provider basis and not on a cash-to-employee basis. An employee seeking reimbursement for uniforms/equipment or plain clothes purchased must submit receipts in order to obtain reimbursement.

Section 33.3. Personal Property Damage.

- A. Where an employee supplies evidence that he sustained damage to personal property while performing the duties of his assigned work with due caution and without negligence on the part of the employee, the Employer shall reimburse the employee for the cost of necessary repairs or replacements (no more than fifty dollars [\$50.00] for jewelry items). The employee shall present the damaged personal property for the Employer's inspection prior to the repair or replacement of said property. Repair or replacement of said property shall be at the Employer's option.
- B. In the event of damage to prescription eye glasses, including frames and contact lenses, the Employer shall pay the difference between the amount reimbursed from Workers' Compensation and the actual cost incurred by the employee for the repair or replacement, if any.

Section 33.4. Termination of Employment. All uniforms, accessories, and other items of clothing purchased by the Employer shall remain the property of the Employer. Upon termination of employment, the employee shall return such uniform or clothing items to the Employer or, with the approval of the Employer, shall pay the City a fair market value for those items the employee is permitted to keep.

ARTICLE 34
RESIDENCY

Section 34.1. As a condition of continued employment, members must reside within Preble County or any of the contiguous counties of Preble County within the State of Ohio.

Section 34.2. All employees shall have working telephones and shall report any changes in telephone numbers or addresses to the Chief within twenty-four (24) hours of the change.

ARTICLE 35
EXPENSE REIMBURSEMENT

When an employee is required to travel outside of the City of Eaton, the Employer shall reimburse the employee for any necessary expenses incurred in the performance of his duty. Such reimbursement shall be made for meals, lodging, and mileage for use of personal vehicle, as approved by the City Manager or designee, in accordance with City Policy.

ARTICLE 36
TRAINING AND EDUCATION

Section 36.1. If accreditation, licensure, or certification requirements of a classification require continuing education or training, or if said requirements change during the term of this Agreement, the bargaining unit member thus affected must meet all such requirements as soon as possible. If the employee does not meet the requirements of that classification he may be removed from that classification, suspended without pay, or terminated pursuant to the Corrective Action article of this Agreement. If such training is required by state law to acquire or maintain an Ohio Peace Officer certification, and such training is outside their regular scheduled hours, such time will be considered non-work time, the employee will receive his straight-time hourly rate of pay for such training time that the Employer is not required by law to compensate.

Section 36.2. Whenever employees are required to attend work-related training sessions not described above, they shall be given time off from work with pay to attend such programs, including any FLSA allowable travel time needed. Any reasonable costs incurred in such training shall be paid by the Employer, provided that they have been approved in advance.

ARTICLE 37
POLITICAL ACTIVITY

Section 37.1. Permitted Political Activity. In addition to other rights, a member may participate in the Lodge political screening committee which supports partisan activity. A member may serve on the Lodge screening committee or take any such action at the direction of the Lodge, which would fall within the purview of the said committee, provided that such activity is undertaken while the officer is off duty and not in identifiable uniform. This provision shall not apply to City Council elections.

ARTICLE 38
WAIVER IN CASE OF EMERGENCY

Section 38.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Preble County Sheriff, or the federal or state legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and

B. All work rules and/or agreements and practices relating to the assignment of employees.

Section 38.2. Upon the termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed prior to the emergency.

ARTICLE 39 **NO STRIKES**

Section 39.1. Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the FOP/OLC recognize their mutual responsibility to provide for uninterrupted services to the citizens of the City of Eaton.

The FOP/OLC agrees that the FOP/OLC will, within two (2) weeks after the date of the signing of this Agreement, serve upon the Employer a written notice, which will list the FOP/OLC's authorized representative who will deal with the Employer and make commitments for the FOP/OLC.

Section 39.2. The FOP/OLC and the members agree that there shall be no strikes. Furthermore, the FOP/OLC and its members agree that they will not authorize, instigate, cause, aid, condone, or participate in any strike or work stoppage by bargaining unit employees and will notify the members that any such action is illegal and shall, if conducted, cease. The term, "strike," shall have the same definition for purposes of this Agreement as contained in 4117.01(H) of the Ohio Revised Code.

The City agrees that it will not lockout members covered by this Agreement during the course of this Agreement. The term "lockout" shall have the same definition, for the purpose of this Agreement, as contained in Section 4117 of the Ohio Revised Code.

Section 39.3. Nothing in this article shall be construed to limit the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

Section 39.4. Any employee engaging in any such job action shall be subject to appropriate discipline for just cause.

ARTICLE 40 **DURATION OF AGREEMENT**

Section 40.1. Duration. All of the provisions of this Agreement become effective upon execution of the final document, except for employee compensation and other items with cost implications, which shall be effective as specified. This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 2016. Either party shall give timely written notice in accordance with law of an intent to modify or alter any or all of the provisions of this Agreement upon expiration of the Agreement.

Section 40.2. Signatures. Signed and dated at Eaton, Ohio on this 30 day of July, 2013.

ARTICLE 41
MISCELLANEOUS

Section 41.1. Ballot Boxes. The FOP/OLC shall be permitted, upon prior notification to the Chief of Police, to place a ballot box at Police headquarters up to four (4) times per calendar year for the purpose of collecting members' ballots on all FOP/OLC issues subject to ballot. Such boxes shall be the property of the FOP/OLC and neither the ballot boxes nor their contents shall be subject to the Department's review. The location of the ballot box shall be placed at a mutually agreeable location.

Section 41.2. Bargaining Unit Meetings. The FOP/OLC shall be permitted, upon prior written request to the Chief of Police, to hold meetings for FOP/OLC members employed by the City of Eaton, at Police headquarters or City Council chambers. The notification required under this section shall be delivered to the Chief at least forty-eight (48) hours prior to the time for the requested meeting and shall state the date, time, and requested location of the meeting. The City agrees to allow the FOP/OLC to use the requested location on the date and at the time specified in the FOP/OLC request provided the location is not otherwise in use. However, under no circumstances will FOP/OLC use of these facilities be permitted to interfere with the business of the City. In the event that permission is granted at the time of the request and the requested facility, due to unexpected events arising during the forty-eight (48) hour notice period, is needed for City business, the permission will be revoked. In the event the permission must be revoked, the City will, if possible, give the FOP/OLC at least twelve (12) hours notice of the revocation. If it is impossible to give twelve (12) hours notice, the City will give the FOP/OLC as much notice as is possible.

Section 41.3. Use of Intra-Departmental Mails. The FOP/OLC shall be permitted to utilize the intra-departmental mail boxes for the purpose of providing information, pertaining to FOP/OLC business or bargaining unit representation, to bargaining unit members. The FOP/OLC agrees that the use of the mail boxes will be reasonable and limited to providing information that is necessary for the normal conduct of FOP/OLC business or bargaining unit representation. The City reserves the right to deny such access in the event that the use of such boxes interferes with the business of the City or the Police Department by restricting access to such boxes for City or Police Department business. All mail placed into mail boxes by the FOP/OLC shall be the property of the bargaining unit members to whom it is addressed, and such mail shall not be subjected to the City's review.

Section 41.4. Service Weapon. Any bargaining unit member who honorably retires from active duty with ten (10) or more years of service with the City of Eaton Police Department will receive their service weapon from the Department at no charge.

Section 41.5. Agreement Copies. As soon as is possible following the signing of this Agreement, the City will have the Agreement printed and supply sufficient copies to the FOP/OLC and the employees.

Section 41.6. Use of Facsimile Equipment. The FOP/OLC shall be permitted to use the City's facsimile equipment. However, the use of the said equipment shall not interfere with the business of the Police Department/City. Any long distance calls shall be made with the use of a calling card and no long distance charges incurred by the City.

Section 41.7. Record Retention. The parties agree that the retention period for disciplinary actions, noted in an employee's personnel file, is governed by the "Schedule of Record Retention and Destruction." The City recognizes that this schedule is outdated and will request that the Records Commission change the schedule to reflect the Agreement between the parties in Article 10 (Correction Action and Records), Section G. Furthermore, if the schedule is changed, all outdated records of disciplinary action will be removed and destroyed in the presence of the bargaining unit member.

SIGNATURE PAGE

FOR THE CITY OF EATON:

Brad Coll
Brad Collins, City Manager

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

Barry L. Gray
Barry L. Gray, FOP/OLC Representative

APPROVED AS TO CONTENT:

John J. Krock
John J. Krock, Management Consultant

Andrew Stophel
Bargaining Committee Member

D.M. [Signature]
Bargaining Committee Member

[Signature]
Bargaining Committee Member

[Signature]
Bargaining Committee Member

APPENDIX A

FOP/OLC FAIR SHARE FEE REBATE AND CHALLENGE PROCEDURES

- A. Fair share fees shall be solely devoted to collective bargaining purposes.
- B. Upon request, the Labor Council shall provide the following to any bargaining unit employee who pays a fair share fee:
 - 1. A copy of the calculations supporting the monthly fair share fee paid by such employee(s);
 - 2. A statement that no portion of the fair share fee has been spent for activities not related to the collective bargaining role of the Labor Council;
 - 3. A copy of these rules;
 - 4. A notice that objections may be filed with the Labor Council relating to the fair share fee;
 - 5. A statement that the Labor Council is willing to abide by the American Arbitration Association "Rules for Impartial Determination of Union Fees," dated June 1, 1986, or subsequent official editions thereof; and
 - 6. Any information required by a collective bargaining agreement to which the Labor Council is a party provided that such information cannot otherwise be legally withheld.
- C. Should any bargaining unit employee who pays a fair share fee desire to challenge the fair share fee, the following procedures shall be applied:
 - 1. The Labor Council will abide by the current edition of the American Arbitration Association (hereinafter "AAA") Rules for Impartial Determination of Union Fees except as modified by these rules.
 - 2. All challenges received by the Labor Council shall be consolidated and submitted to an AAA arbitrator semi-annually.
 - 3. No one employee or one group of employees will be permitted to challenge the fair share more than once each calendar year.
 - 4. Upon receipt of a challenge from an employee paying a fair share fee, the Labor Council shall, beginning immediately with the next fair share fee payment thereafter

received, deposit the fair share fees received from the challenging employee in an interest-bearing escrow account. These deposits shall continue until such time as the challenge is resolved either by an AAA arbitrator or by agreement of the parties.

- a. If the challenge is resolved by an agreement, the terms of the agreement shall govern the disposition of the escrow account.
 - b. If the challenge is resolved by arbitration, all amounts in the escrow account including accrued interest shall be disposed of in accordance with the award of the arbitrator.
5. The resolution of a challenge filed by a fair share fee paying employee shall apply only to the employee actually filing a challenge with the Labor Council. Employees who do not file a challenge shall not be affected by the resolution of challenges filed with the Labor Council and shall continue to pay the unmodified fair share fee as required by their collective bargaining agreement.
6. In order to challenge the fair share fee, an employee must mail their challenge to the Executive Director of the Labor Council. Challenges shall contain the following information.
- a. Name of challenging employee(s);
 - b. Name and address of the challenging employee(s) representative;
 - c. Employer of challenging employee;
 - d. Statement that the employee is filing a challenge to their fair share fee collected by the Labor Council; and
 - e. Signature of challenging employee(s).
7. Failure to include the four (4) pieces of information required in Section F (a-d) above may relieve the Labor Council, at its sole discretion, of the requirement to take the challenge to arbitration.
8. Failure of a challenging employee to sign their challenge shall relieve the Labor Council of any requirement to take the challenge to arbitration.
- D. The Labor Council shall abide by any award made by an AAA arbitrator or any settlement reached as a result of a challenge filed in accordance with Rule 3 above.
- E. Monies deposited into an escrow account in accordance with Rule 3 above shall not be used by the Labor Council in any manner or for any purpose except in compliance with these rules.

This rebate procedure shall be read to automatically conform to any requirements of state or federal law, without being fully rewritten herein.

APPENDIX B

Patrol Clothing/Equipment

5 pair uniform pants
5 long-sleeved uniform shirts with patches
5 short-sleeved uniform shirts with patches
1 winter coat
1 chill chaser with zip-out lining
1 trooper hat
1 winter jump-suit with patches
1 raincoat, reversible
1 pair winter boots
1 pair summer boots
1 hat cover
1 hat badge
1 service weapon
2 pair of handcuffs/case
1 can of O.C./holder (replace as needed)
2 extra magazines (ammo)
1 whistle and chain
2 name tags
1 ASP and holder
1 extra protective vest cover
1 tie clasp (if required)
1 radio case
Police Brass
Any additional equipment/clothing required to perform duties
Flashlights: City will pay 50% up to \$120.00. Employee responsible for maintenance of items (i.e., batteries/bulbs)
Badge case/carrier, wallet
Off duty Pistol holsters
Gloves (\$60.00 a pair maximum)
Duty Clipboards
Equipment bags (maximum \$60.00) If more employee pays difference
Ticket book holder
Knives: City will pay 50% up to \$100.00
Cold gear Mock or Turtleneck (maximum \$60.00 each)
Cold gear Leggings (maximum \$70.00 each)
Business cards

NOTE: Maintain and replace protective vest and cover as needed.

Dispatchers' Clothing

5 uniform short-sleeved shirts

5 uniform long-sleeved shirts

5 pair uniform pants

1 belt 1 pair shoes

1 summer jacket

1 winter jacket