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AGREEMENT BETWEEN
THE CITY OF LEBANON, OHIO
AND
LEBANON POLICE EMPLOYEES ASSOCIATION
(LPEA)

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ARTICLE 1

AGREEMENT

Section 1.1 This is an Agreement between the City of Lebanon, Ohio and the Lebanon Police Employees Association (LPEA).

Section 1.2 This Agreement is made and entered into at Lebanon, Ohio by and between: The City of Lebanon, as Employer, hereinafter referred to as “Employer” or “City,” and the Lebanon Police Employees Association (LPEA) as the representative of all full-time employees in the classification of Dispatcher, Head Dispatcher, Police Officer and Police Sergeant, who are employed by the City of Lebanon, Ohio, and hereinafter referred to as “Employee(s)” or “LPEA” and excluding all other employees.

Section 1.3 The parties to this Agreement are desirous of reaching an amicable understanding with respect to the Employer/Employee relationship which exists between them regarding rates of pay, hours of work, and other terms and conditions of employment.

Section 1.4 Work rules, policies and procedures are to be interpreted and applied uniformly to all Employees covered by this Agreement.

Section 1.5 In computing any period of time prescribed by this Agreement, the day of the act, event, or occurrence from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday, or a recognized holiday, in which the event the period runs until the end of the next calendar day which is not one of the aforementioned days.

ARTICLE 2

RECOGNITION

Section 2.1 The Employer recognizes the Lebanon Police Employees Association (LPEA) as the sole and exclusive representative for those Employees of the Employer in the Bargaining Unit (s). Wherever used in this Agreement, the term "bargaining unit(s)" shall be deemed to include those full-time employees employed by the Employer, in the classification of Dispatcher, Head Dispatcher, Administrative Assistant, Police Officer and Police Sergeant, and exclude all other employees.

Section 2.2 The parties recognize and agree that this Agreement constitutes a multiple unit agreement and, unless delineated specifically by clause, all provisions of the Agreement apply to all bargaining unit members.

ARTICLE 3

DUES DEDUCTION & FAIR SHARE FEE

Section 3.1 The Employer agrees to deduct from the wages of all bargaining unit Employees all LPEA membership dues and/or fees uniformly and legally required pursuant to Ohio Revised Code Chapter 4117. Employees voluntarily authorizing dues and/or fees deduction shall submit an individual written authorization card bearing their signature to the Employer's payroll officer. This dues deduction shall be given effect only until the Employee revokes the authorization by written notice to the Employer's payroll officer or until the Employee's employment with the City terminates. LPEA will notify the Employer from time to time of the dues it charges.

Section 3.2 As a condition of employment, sixty (60) calendar days following the beginning of employment, or upon the effective date of this labor Agreement, whichever is later, bargaining unit employees who are not members in good standing of the LPEA shall pay to the LPEA a Fair Share Fee in an amount not to exceed the monthly dues of a dues paying member and be in accordance with Ohio Revised Code ("ORC") Section 4117.09(C). The Fair Share Fee is automatic and does not require the Employee's written authorization. Fair Share Fees shall be deducted and remitted during the same once per month period as dues, provided the Employee has sufficient wages during the applicable pay period to equal the deduction. This provision shall not require any Employee to become or remain a member in good standing of the LPEA. The LPEA shall notify the Employer, once each year for the term of this Agreement, of the Fair Share Fee amount, along with a breakdown of its use. If an Employee challenges the deduction of the Fair Share Fee, the entire amount of the objecting Employee's Fair Share Fee shall be placed by the Employer in an interest-bearing escrow account, pending exhaustion of the LPEA's internal rebate procedure and any determination by the State Employment Relations Board, pursuant to ORC Section 4117.09(C). The party in whose favor the resolution is finally determined shall receive the escrowed funds, including the interest, if any.

Section 3.3 The LPEA agrees to indemnify and to save the Employer and/or the Employer's payroll clerk and/or City Auditor harmless from any action commenced by an Employee arising as a result of the deductions made under this Article.

Section 3.4 All dues and fair share fees collected shall be forwarded by the Employer to Hardin, Lazarus, & Lewis, LLC at 30 Garfield Place, Suite 915, Cincinnati, OH 45202, or to any other location requested by the LPEA, once each month.

ARTICLE 4

NON-DISCRIMINATION

Section 4.1 The provisions of this Agreement shall be applied equally to all Employees in the bargaining units without discrimination as to age (as defined by applicable federal and state discrimination law), sex, race, color, religion, disability or national origin. The LPEA shall equally share the responsibility of applying this provision.

Section 4.2 The Employer agrees not to interfere with the rights of the Employees to become members of the Lebanon Police Employees Association , and there shall be no disparate treatment, interference, restraint or coercion by the Employer or any representative of the Employer against any Employee because of Lebanon Police Employees Association membership or because of any legal Employee activity in an official capacity on behalf of the Lebanon Police Employees Association. Additionally, both parties recognize and agree that affiliation with the LPEA is at the discretion of each Employee. Employees have the right to participate or not participate in the LPEA as they see fit without any pressure being exerted upon them from either party to this Agreement.

Section 4.3 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 5

MANAGEMENT RIGHTS

Section 5.1 Except as specifically limited herein, the Employer reserves and retains, solely and exclusively, all of its common law rights and all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Charter of the City of Lebanon and the laws and constitutions of the State of Ohio and of the United States of America, and shall have the exclusive right to manage the operations, control the premises, direct the working forces, and maintain efficiency of operations of Employees. Specifically, the Employer's exclusive management rights include, but are not limited to the sole right to hire, discipline and discharge for just cause, lay off, and promote; to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue, or enlarge any department or division; to transfer Employees (including the assignment and allocation of work) within departments or to other departments; to introduce new and/or improved equipment, methods and/or facilities, to determine work methods; to determine the size and duties of the work force, the number of shifts required, and work schedules; to establish, modify, consolidate, or abolish jobs (or classifications) and to determine staffing patterns, including but not limited to assignment of Employees, numbers employed, duties to be performed, assignments to receive training, qualifications required, and area worked, subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided herein and as permitted by law involving Employees.

Section 5.2 Nothing set forth in Section 5.1 shall prevent Employees or the Union from presenting their grievances for an alleged violation of any Article or specific provision of this Agreement.

Section 5.3 The Employer shall notify the local LPEA representative(s), in writing, of any newly created position within the Police Division.

ARTICLE 6

LABOR/MANAGEMENT MEETINGS

Section 6.1 In the interest of sound labor/management relations, upon request of either party, not more than once each quarter on a mutually agreeable day and time, the Employer and/or its designees shall meet with not more than five (5) representatives of the Lebanon Police Employees Association, and not more than five (5) representatives of the City to discuss pending problems and to promote a more harmonious labor/management relationship.

Section 6.2 An agenda will be exchanged by the parties at least seven (7) calendar days in advance of the scheduled meeting with a list of matters to be taken up in the meeting and the names of those LPEA Representatives and names of the Employer or Employer's designee(s) who will be attending. Such meetings may include discussions of:

- A. administration of this Agreement;
- B. grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- C. dissemination of information of general interest to the parties;
- D. health and safety matters relating to Employees;
- E. any other topics of mutual interest.

Section 6.3 It is further agreed that if special labor/management meetings have been requested and mutually agreed upon, they shall be convened as soon as possible.

ARTICLE 7

LEBANON POLICE EMPLOYEES ASSOCIATION BUSINESS

Section 7.1 The Lebanon Police Employees Association is authorized to select one (1) representative and one (1) alternate to conduct approved LPEA business from among each of the groups which it represents. It shall provide the Employer with written certification of that person's selection as a LPEA representative. The representative, upon giving reasonable notice, and upon authorization from the immediate supervisor, shall be allowed reasonable time off during his regular working hours without loss of pay or gain in pay to investigate a grievance, consult with the Employer in processing a grievance, or to assist in the settlement of disputes. Permission to investigate and/or process a grievance or attend a disciplinary hearing shall not be unreasonably denied. Divisional equipment may be used, with the exception of postage and long distance telephone calls.

Section 7.2 Selected representatives will be allowed time off to negotiate with Employer and/or Employer's representatives ninety (90) calendar days before an existing agreement expires, and until a new agreement is reached between the Employee(s) and Employer, without loss of pay or gain in pay, if the representatives are normally scheduled to work at the time of any meetings to negotiate a new agreement with the Employer. All hours spent negotiating subsequent collective bargaining agreements shall be considered hours worked. Employees representing the LPEA in the negotiation of collective bargaining agreements may be required to change their regularly scheduled shifts to avoid the payment of overtime while the parties are involved in negotiations.

Section 7.3 The LPEA agrees that no LPEA official, Employee, or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other Employees. The LPEA also shall not conduct LPEA business during working hours except to the extent specifically authorized herein.

ARTICLE 8

GRIEVANCE PROCEDURE/ARBITRATION

Section 8.1 The term “grievance” shall mean an allegation by a bargaining unit Employee that there has been a breach, misinterpretation, or improper application of the expressed terms of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement, nor in those matters not covered by this Agreement.

Section 8.2 All grievances must be presented at the proper step and time in progression in order to be considered at subsequent steps. A grievance may be initiated at the appropriate step of the grievance procedure that provides the necessary authority to resolve the matter at issue. Grievance meetings shall be scheduled at mutually agreeable times. Oral and written reprimands only may be grieved through Step 3 of the Grievance Procedure and shall not be subject to arbitration.

Section 8.3 The grievant has the right to representation at all steps of the grievance procedure and shall have an opportunity to fairly present his case by presentation of witnesses or other pertinent information. The grievant and appropriate witnesses shall be entitled to be present at any step in the grievance procedure and shall not lose pay as a result of such attendance if a meeting is scheduled during working hours.

Section 8.4 An Employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

Section 8.5 A grievance which is not processed by the Employee within the time limits provided shall be considered resolved based upon Management’s last answer.

Section 8.6 A grievance not answered by Management within the stipulated time limits, may be advanced by the Employee to the next step in the grievance procedure. All time limits on grievances set forth herein may be extended only upon mutual consent of the parties, which shall be in writing.

Section 8.7 A grievance may be brought by any aggrieved Employee covered by this Agreement. Where a group of bargaining unit Employees desires to file a grievance involving an incident affecting several Employees in the same manner, one Employee shall be selected by the group to process the grievance. Each aggrieved Employee who desires to be included in such grievance shall be required to sign the grievance.

Section 8.8 An aggrieved Employee shall use a written grievance form which shall provide the following information:

- A. Aggrieved Employee’s name and signature;
- B. Date, time and location of grievance;
- C. Description of incident giving rise to the grievance;
- D. Articles and Sections of the Agreement violated;
- E. Date grievance was first discussed;

- F. Name of supervisor with whom grievance was first discussed;
- G. Date grievance was filed in writing; and
- H. Desired remedy to resolve grievance.

Section 8.9 The LPEA shall have the responsibility for duplication and distribution of, and its own accounting for, the grievance forms. This form may be used for official divisional business.

Section 8.10 It is the mutual desire of the Employer and the LPEA to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the LPEA to effect the resolution of a grievance at the earliest possible step. In furtherance of this objective, the following procedures shall be followed:

STEP 1. In order for a grievance to receive consideration under this procedure, the Employee shall orally present the grievance to the Employee's immediate supervisor within ten (10) calendar days of the occurrence that gave rise to the grievance or within ten (10) calendar days of the time that the Employee first became aware or should have become aware of the alleged violation. However, under the "became aware or should have become aware" standard, no such grievance shall be filed more than thirty (30) calendar days after the occurrence that gave rise to the grievance. An oral discussion form will be signed by the aggrieved Employee or his representative and the immediate supervisor to reflect the date of his oral grievance presentation. Upon request of the Employee, a representative of the FOP may be present. The immediate supervisor shall investigate and provide a written response within ten (10) calendar days following the informal meeting.

STEP 2. If the grievance is not resolved in Step 1, and the Employee wishes to proceed to Step 2, the Employee shall reduce the grievance to writing and shall, within ten (10) calendar days from his or the LPEA's receipt of the reply by the immediate supervisor, present the written grievance to the Chief of Police or his designee. The Chief of Police or his designee shall investigate and respond, in writing, to the Employee within ten (10) calendar days from his receipt of the written grievance to Step 2.

STEP 3. If the grievance is not resolved in Step 2 and the Employee wishes to proceed to Step 3, the Employee shall present the written grievance to the City Manager or his designee within ten (10) calendar days from his or the LPEA's receipt of the Step 2 answer. The City Manager or his designee shall investigate the matter, and shall meet with the Employee and his desired LPEA representative, and shall respond, in writing, to the grievant within twenty-one (21) calendar days from his receipt of the written grievance to Step 3.

If a grievance is not satisfactorily resolved in Step 3, it may be submitted to arbitration upon request of the LPEA. If a written notice of intent to file under the arbitration procedure is not received by the City Manager or his designee within twenty-one (21) calendar days from its receipt of the City Manager's or designee's Step 3 response, the grievance shall be considered satisfactorily resolved.

STEP 4. THE ARBITRATION PROCEDURE.

A. Within twenty-one (21) calendar days from the date of the final answer received under Step 3 of the grievance procedure, the LPEA shall notify the Employer of its intent to seek arbitration over an unadjusted grievance.

B. After a request to arbitrate has been served, a representative of each of the parties (i.e., the LEPA and the Employer) shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner:

C. The American Arbitration Association (“AAA”) shall be jointly requested to submit a panel list of seven (7) arbitrators. The parties shall then choose an arbitrator by alternately striking names from the list until such time as one name remains as the arbitrator chosen by the parties. Prior to beginning the striking procedure, either party may once reject a list and submit a request for another list from the AAA. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of specific articles in this Agreement and apply them to the specific facts presented at the hearing by either party. He may not modify or amend the Agreement.

D. If the parties mutually agree, the arbitrator may attempt to mediate the grievance prior to commencing the arbitration hearing. If mediation is not successful in resolving the matter, the hearing shall commence forthwith.

E. 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, but must be raised as soon as practicable. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its own merits before the same arbitrator, during the same proceeding.

F. Unless otherwise agreed to by the City and the LPEA, the arbitrator shall render his decision in writing within thirty (30) calendar days after receipt of the parties’ post-hearing briefs. The decisions of the arbitrator shall be final and binding upon the parties if it is in conformity with the powers granted the arbitrator as set forth herein. In the event that the relevant contract language does not change in the subsequent contract, the arbitrator shall have the authority to recommend any right or relief on an alleged grievance occurring during the contract period in which a grievance was filed or any subsequent contract period. In the event that the relevant contract language changes in the subsequent contract, the union must file a new grievance in order to pursue any contract violation of the new language. The arbitrator shall not establish any new or different wage rates not negotiated as part of the Agreement. The arbitrator shall confine himself to the issue for arbitration and shall have no authority to determine any other issue not so submitted and which is not directly essential to reaching a determination. In cases of discharge, suspension or reduction, the arbitrator shall have the authority to award modification of said discipline.

G. The costs of the proceedings, including the expenses and compensation of the Arbitrator, and the rental of facilities, (if not on the Employer’s premises) shall be borne equally. If either party requests a transcript and exhibits for the Arbitrator, it shall be made and shall be the official record of the hearing. The cost of such transcript shall be borne by the party requesting it, except where the other party requests a copy of the transcript in which case the cost of the transcript shall be borne

equally by both the City and the LPEA. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of the witnesses called by the other.

ARTICLE 9

DISCIPLINE

Section 9.1 The employment of every bargaining unit Employee of the Lebanon Division of Police shall be during good behavior and efficient service (except probationary personnel who are governed by Article 34). No Employee shall be reduced in pay and position, suspended, or discharged, except for grounds stated in this Agreement. The Employer may take disciplinary action against any Employee in the bargaining unit only for just cause. The Employer may take this type of action while the Employee is on duty, working under the colors of the Employer, or off-duty representing himself as an Employee of the Division of Police. The Employee may not be disciplined for actions on his own personal time that do not reflect directly on the Division of Police, or do not violate any state or federal statutory provisions, or off-duty employment divisional standards of conduct, rules or regulations. Forms of disciplinary action are:

- A. Oral reprimand;
- B. Written reprimand;
- C. Suspension without pay;
- D. Reduction in pay and/or position;
- E. Dismissal.

Section 9.2 Incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, or any conduct unbecoming an officer, or any other acts of misfeasance, malfeasance, or nonfeasance, or violations of local, state, or federal law, or Chapter 261 of the Lebanon Division of Police General Orders shall be cause for disciplinary action.

Section 9.3 Except in extreme instances of gross misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, and the Employee's record of discipline and the Employee's record of performance and conduct.

Section 9.4 Any time the employer or any of his representatives has reason to discipline an Employee, it shall be done in a manner that will not embarrass the Employee before other Employees or the public.

Section 9.5 During the course of any divisional investigation into allegations of violations of divisional standards of conduct or rules and regulations, including pre-disciplinary hearings, the Employee suspected of a violation and/or any Employee being questioned regarding another Employee suspected of a violation, shall be informed, prior to questioning, that failure to respond truthfully to questioning may result in a charge of insubordination and/or neglect of duty for which an Employee may be subject to discipline.

Section 9.6 Whenever the Employer or his designee determines that an Employee may be disciplined for cause (including suspensions, reductions or dismissal), a pre-disciplinary hearing will be scheduled to give the Employee an opportunity to offer an explanation of the alleged misconduct.

Section 9.7 Pre-disciplinary hearings will be conducted by the City Manager or his designee.

Section 9.8 Not less than seventy-two (72) hours prior to the scheduled starting time, the Employer will provide to the Employee a written outline of the charges which may be the basis for disciplinary action. The formal charge of misconduct shall, regardless of its point of origin: (a) be placed in writing; (b) specify the misconduct; and (c) disclose the witnesses to be relied upon (other than as rebuttal witnesses) -- except in cases in which the Chief determines that the identity of a witness shall not be disclosed in advance. In such a case, a continuance will not be opposed by the Employer once the identity is disclosed. The Employee may choose to:

- A. Appear at the hearing to present an oral or written statement in his/her defense;
- B. Appear at the hearing and have a chosen representative present an oral or written statement in defense of the Employee; or
- C. Elect to waive (in writing) the opportunity to have a pre-disciplinary hearing.

Section 9.9 The Employee must elect to exercise, in writing, the options listed above concerning a pre-disciplinary hearing. An Employee may elect to waive any or all of his/her rights concerning disciplinary procedures, but the waiver must be in writing.

Section 9.10 At the pre-disciplinary hearing, the City Manager or his designee will ask the Employee or his representative to respond to the allegations of misconduct which were outlined to the Employee.

Section 9.11 At the pre-disciplinary hearing, the Employee may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred. The Employee may be represented by any one person he/she chooses. The Employee shall provide a list of witnesses to the City Manager or his designee as far in advance as possible, but no later than twenty-four (24) hours prior to the pre-disciplinary hearing. It is the Employee's responsibility to notify his witnesses that he desires their attendance at the pre-disciplinary hearing.

Section 9.12 The Employee or his representative will be permitted to cross-examine witnesses. A written report will be prepared by the City Manager or designee which will contain a finding of whether or not the alleged misconduct occurred. The City Manager or designee will decide what discipline, if any, is appropriate. A copy of the City Manager's findings will be provided to the Employee within fourteen (14) calendar days following the hearing.

Section 9.13 Pre-disciplinary hearings shall be tape recorded. A copy of the recording may be furnished to the Employee, at the Employee's request, within 48 hours of the close of the hearing. The Employee may also record the hearing. All disciplinary action may be appealed through the grievance procedures outlined in this Agreement.

Section 9.14 In any case where discipline may be taken against an Employee, the Employer must initiate its investigation within thirty (30) calendar days of its awareness of the alleged event giving rise to possible discipline and, if discipline is to proceed, the Employer shall proceed promptly with the discipline steps set forth herein.

Section 9.15 Employees participating in an administrative investigation shall be advised that refusing to answer questions or refusal to answer truthfully could lead to disciplinary action for insubordination up to and including termination.

Section 9.16 - SELF-INCRIMINATION. The Employer may require an Employee to submit a written report, either by rule or specific request which may show or tend to show that the Employee submitting the report has committed a crime, subject to the following:

- A. The report may be used by the Employer in taking action and in defending such action, with respect to discharge or discipline of the Employee.
- B. This section shall not prohibit the criminal prosecution of the Employee based upon evidence other than the report (to the extent that this is constitutionally permissible).
- C. An Employee may request that legal counsel be present before any questioning may begin.

Section 9.17 - COMPLAINTS AGAINST EMPLOYEES. A complaint will not be grounds for discipline unless it is corroborated by an investigation or other means. If a complaint is made against an Employee, the Employer shall notify the Employee of the complaint and of the complainant's identity if known within seventy-two (72) hours of receipt of the complaint unless the Chief of Police reasonably determines that such disclosure would jeopardize the investigation. This section does not apply to criminal investigations.

Section 9.18 When an investigation concerning an Employee occurs wherein corrective action of record may result, the Employee shall be notified of the investigation upon its commencement unless the Chief of Police reasonably determines that such disclosure would jeopardize the investigation. At the conclusion of the investigation, the Employee shall be notified of the result, in writing, within ten (10) calendar days.

ARTICLE 10

PERSONNEL FILES

Section 10.1 Each Employee may inspect his official personnel file, maintained by the Employer, at any reasonable time, and shall, upon request, receive a copy of any documents contained therein. An Employee shall be entitled to have a representative of his choice accompany him during such review.

Section 10.2 If an unfavorable statement or comment is in the official personnel file, the Employee shall be given the right to place a statement of rebuttal or explanation in his/her file. No anonymous material of any type shall be included in the Employee's official personnel file, or files of any type.

Section 10.3 Records of oral and written reprimands shall cease to have force and effect two (2) years from the date of issuance and shall, upon request of the Employee, be sealed in an unlabeled envelope in the official personnel file. Oral or written reprimands may be of lesser duration if so deemed by the Chief of Police or City Manager.

Section 10.4 Any suspension of less than thirty (30) calendar days shall cease to have force and effect after a period of five (5) years from the date of the beginning of the suspension, if there have been no suspensions of three (3) calendar days or more in the interim period. In those cases where a second suspension occurs, the first suspension will cease to have force and effect six (6) years from the date of the beginning of the suspension.

Section 10.5 Memoranda clarifying and/or explaining alleged inaccuracies of any document in an Employee's file may be added to the file by the Employee.

Section 10.6 Reprimands and all copies shall be sealed in the presence of the Employee who has made a request in accordance with Section 10.3.

Section 10.7 All record(s) of reprimands, suspensions, demotions, awards, etc., concerning the Employee shall be kept in the Employee's official personnel file. No record(s) concerning or relating to the Employee shall be kept by the Employer without knowledge and access by the Employee to review all files relating to said Employee.

Section 10.8 The Employer will take all measures allowed under the law to protect Employees from unreasonable access to their personnel files by third parties. The Employer will reveal to third parties only such information as it is required to disclose under applicable state and federal law or as it is required to produce under court order or subpoena. At a minimum, an Employee will be notified by the Employer of any request to access the Employee's personnel file and of the requester's identity, if such notification is not in conflict with applicable law. The Employer's attorney shall review all records disclosed pursuant to any request or demand. Additionally, the employee shall have the opportunity to review all records subject to the request after redaction, provided such review can be conducted in a timely manner.

ARTICLE 11

SENIORITY/PROMOTIONS/LAYOFF AND RECALL

Section 11.1 - Seniority

A. Any time worked for the State of Ohio, or any political subdivision thereof, shall be credited to the Employee for purposes of accruing sick pay or vacation pay.

B. For the purpose of this Agreement seniority shall be defined as total continuous service in the City Police Department. Continuous service shall not be considered broken due to absence caused by military, injury, sick, and any other city approved paid leaves of absence as allowed by this Agreement. Where conflict occurs because of identical service or date of appointment, the member with the highest score on the promotional list from which appointments were made is deemed to be senior. Seniority shall be the final basis for award of all overtime and special details, providing all other factors are equal. Factors to be included are seniority, position, time in rank, and number of overtime or special detail hours accumulated by the Employee in question.

Section 11.2 - Promotions

I) Police Role in Promotion Process

The police division will maintain standardized procedures pertaining to promotions. The Lebanon Division of Police is committed to providing each employee with the opportunity for promotion and advancement through Division sponsored training, professional development, and increased levels of responsibility. The Employer shall not be obligated to fill a vacant bargaining unit position, but the Employer shall not replace bargaining unit positions with non-bargaining unit employees nor reassign bargaining unit work to non-bargaining unit employees. Upon the Employer's determination that a vacant position will be filled, the process set forth in this article shall be followed to fill the vacant position.

II) Administration; Promotion Process

A. The Chief of Police is responsible for the administration of the promotion process within the Division.

B. The process should be carried out with the assistance of the City of Lebanon Personnel Department and with the cooperation of the City Manager.

C. The agency should maintain the primary responsibility for oral interviews and administration of all employees' probationary periods.

III) Promotion Procedures

A. Promotional potential - all employees are eligible for promotion as long as they meet the requirements for the position. The Employer shall conduct promotions using the following components:

1. Written Exam: The Chief of Police will be responsible for the development of a written test. Written tests for promotion will be administered by the City of Lebanon Personnel Department. The tests will be valid, job related tests for the position. The tests will be scored in a uniform manner. There will be no cut off scores in promotional testing. All candidates will be eligible to continue through the entire promotion process, regardless of their individual scores.

2. Assessment Centers - Assessment centers will be used for promotion by the Lebanon Division of Police. The assessment center is a comprehensive, standardized program in which participants are systematically observed over one or two days and evaluated for promotional purposes. The Chief of Police will be responsible for selecting the assessment center and the criteria for conducting the assessment at the assessment center. To be selected as an assessment center, the following criteria must be met:

- a. Measures dimensions, attributes, characteristics, qualities, skills, abilities or knowledge specified in a written job analysis;
- b. Uses multiple assessors who are thoroughly trained prior to participating in a center;
- c. Uses techniques designed to provide information which is used in evaluating the dimensions, attributes or qualities previously determined;
- d. Uses multiple assessment techniques, one of which is simulation;
- e. Uses simulation exercises that have been pretested prior to use to ensure the techniques provide reliable, objective and relevant information, and that the exercises are job related;
- f. Bases judgments resulting in an outcome on pooled information from assessors and techniques;
- g. Bases overall evaluation of behavior made by assessors at a separate time from observation of behavior during the exercise;
- h. Announces the dimensions to be evaluated in a written directive;
- i. Uses a form or forms to record and document the observations of assessors at each stage of the process;
- j. Provides the participants, upon request, with written rationale and information concerning the dimensions, ratings and recommendations of the center.

3. Oral Interviews - Oral interviews will include uniform questions and rating scales and assess a defined set of personal attributes; the interview results will be recorded on a standardized form. There shall be two forms of oral interviews utilized for purposes of promotion, as follows:

a. Panel Interview – panel members selected by the Chief of Police, consisting of sworn and civilian personnel within the Division. Panel format will include a set of uniform questions to be asked of all participants with a response rating scale.

b. City Manager and Chief of Police Interview – Each candidate will be interviewed by the City Manager and the Chief of Police. Candidates will be asked the same set of questions during the interview and be rated using the same point system.

4. Employee Performance Evaluation - The average of the four most recent performance appraisals will be used to calculate the candidate's score for the Performance Evaluation component of the promotion process, subject to the following conditions applicable to the performance appraisal process:

a. Each employee shall receive a performance appraisal in January and July each year.

b. Only components of the performance appraisal forms that include a numeric score shall be used as part of the performance evaluation component of the promotion process. Scores on an employee's performance appraisal shall not be changed during the performance evaluation component of the promotion process.

c. Employees have the right to initiate an appeal of a performance appraisal within fourteen (14) calendar days of its issuance pursuant to Departmental Policy 352.11 "Performance Appraisal Appeals", effective June 5, 2013. The Employer shall administer appeals to performance appraisals such that, if the appeal advances through the appeal steps to the Chief of Police, a final decision regarding the appeal shall be rendered by the Chief of Police within thirty (30) days of the initial appeal.

B. Promotion Process Scoring - Candidates shall receive a numeric score for each successfully completed component of the promotion process. The final score of each candidate will be determined as the sum total of each component after each component is weighted as follows:

<u>Component</u>	<u>Percentage of Total Score</u>
Written Exam	25%
Assessment Center	25%
Oral Interviews:	
Peer Panel	15%
City Manager & Police Chief	25%
Performance Evaluations	10%

C. A candidate may challenge any portion of the promotion process through the Chief of Police. This challenge must be initiated in writing within three (3) days following the announcement of the final results. The candidate will meet with the Chief of Police within seven (7) days of receiving the written challenge. If this meeting does not resolve the challenge the candidate may file a written request to appear before the Lebanon Civil Service Commission which will meet on the case within fourteen (14) days. The Commission must render a written decision to the candidate and the City Manager within fourteen (14) days following the hearing. The commission's decision is binding except that any violation of the promotion procedures contained in this Article shall be separately subject to the grievance and arbitration procedures contained in this collective bargaining agreement.

D. The Division shall provide for the reapplication, retesting, and/or reevaluation that may result from any appeal decision made by the City Manager or the Civil Service Commission.

E. All positions below the rank of Assistant Chief of Police (with the exception of Patrolman) will be promoted from within the police division.

F. The City Manager in accordance with the Charter of the City of Lebanon will fill the position of Chief of Police.

G. The Employer will insure that all testing materials are kept secure prior to testing.

V) Promotion Process Validity - All elements used to evaluate candidates for promotion are job related and nondiscriminatory.

VI) Promotion Announcements - There will be at least forty-five (45) days notification of the promotional evaluation process. The notifications shall be issued in writing, and shall include:

1. A description of the position for which a vacancy exists, to include salary, duties, responsibilities, skills, knowledge and abilities required;
2. A schedule of dates, time and locations of all elements of the process;
3. A description of eligibility requirements;
4. A description of the process to be used in selecting personnel for the vacancies.

VII) Promotion Eligibility List

A. Promotion List - Employees competing for promotion shall be ranked according to their total weighted numerical ratings received in the promotional process as set forth above. This ranking shall constitute a list of employees eligible for promotion to the given position. The list shall be active for a period of twelve months. At the end of twelve months the list becomes inactive and no longer a valid ranking. Written certification of eligible employees for promotion shall be supplied to the City Manager. An appointment of the employee with the highest numerical ranking will be made within thirty (30) days of the final tabulation of the selection process scores. If for any reason a position becomes vacant and there exists an active list of employees eligible for promotion to the given position, the employee with the highest numerical rating on the list will be promoted. If for any reason a position becomes vacant and there is no active list of employees eligible for promotion to the given position, the process shall be repeated to produce an eligibility list.

B. Eligibility for the promotional selection process for the members of the Lebanon Division of Police, who have met all other division requirements, will be determined as follows:

1. Assistant Chief of Police- those members holding the rank of sergeant for at least three years will be eligible.

2. Sergeant and up to Assistant Chief - those members holding the rank of immediately below that for which the test is given for at least three years will be eligible.

If there are not two eligible candidates, the required years of service may be reduced. For example, those members holding the rank of police officer for at least two years will be eligible.

If there are not two eligible candidates, those members holding the rank of police officer for at least one year will be eligible.

VIII) Probation After Promotion - Any employee that is promoted shall serve a six month period of probation. Employees on probation should be closely observed and evaluated. Unsatisfactory performance should be identified and corrected early through counseling, training, or other suitable personnel actions.

Section 11.3 - Layoff and Recall

A. Whenever there is a reduction in the number of positions within the Division of Police due to lack of work, lack of funds, or reorganization, the Employer may at its sole discretion lay off members of the bargaining unit. Probationary and certified Employees with the least seniority shall be laid off first. There shall be "bumping rights" within classes of Employees, but not between classes. For the purposes of this Article, there shall be two (2) classes of Employees covered by this Agreement: (1) Sergeants/Police Officers, (2) Dispatchers, Head Dispatcher and Administrative Assistant. For the purpose of this Agreement, "bumping rights" shall be defined as the ability of one (1) Employee with more seniority, in order to avoid layoff, to assume the position of an Employee within the same class with less seniority. The wage level of the Employee shall be determined by the new grade within the class and a step-for-step decrease from the old level. The bargaining unit and the Employee shall be notified thirty (30) calendar days before a layoff shall be effective.

B. Certified Employees who are laid off shall be placed on a recall list. Any positions that in the future may become available within the Division of Police shall be filled from this list first, in order of the most seniority. Any recalled Employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of recall. Any training required in this subsection shall be at the Employer's expense and time.

Notice of recall shall be sent to the Employee by certified mail. The Employer shall notify Employees of any recall by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the Employee.

The recalled Employee shall have ten (10) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following the date of mailing of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice or mutually agreed upon, in writing, by the parties.

C. Certified Employees shall remain on the recall list for a period of one (1) year from the effective date of their layoff.

D. Employees who are laid off shall receive pay for such accrued vacation, holiday and compensatory time as may be recorded. Employees shall receive payment for such accrued time within fourteen (14) calendar days of layoff.

E. Employees who have been laid off and reinstated shall receive the same seniority as they had at the time of their layoff.

ARTICLE 12

WORK WEEK: CALL-IN: COURT TIME: OVERTIME

Section 12.1 The work week shall consist of forty (40) hours per week. The work week begins on Wednesday at 12:01 a.m. and ends on Tuesday at 12:00 midnight. Pay periods shall be biweekly and shall coincide with regular City payroll.

Section 12.2 – Off-Duty Response Pay: Off-duty employees called in to work prior to the start of their regular scheduled hours of work shall be compensated at one-and one half (1-1/2) times their regular hourly rate of pay for hours worked prior to their scheduled start time, and in addition will receive off-duty response pay in an amount equal to 2 hours of pay at their regular rate of pay. Off-duty response pay will not be provided in situations where the employee has already arrived at their duty location within one (1) hour of their regularly scheduled shift, when they are asked to begin work early.

Off-duty employees called in to work disconnected from a regular scheduled shift, and return to an off-duty status prior to the start of their regularly scheduled hours shall be compensated at either 1.) one-and-one half (1-1/2) times their regular hourly rate of pay for hours actually worked or 2.) shall be paid a minimum of three (3) hours at the time and half rate, whichever is greater.

Section 12.3 Employees will receive one and one-half (1-1/2) times their regular hourly rate (with a minimum of three hours) for any court-related function when this function does not occur during the Employee's regular tour of duty.

Section 12.4 Employees may, at their option, elect to receive compensatory time instead of overtime pay. Compensatory time will be equal to one and one-half (1-1/2) hours for each overtime hour worked. An Employee may accrue up to one hundred and twenty (120) hours compensatory time. Any compensatory time exceeding one hundred and twenty (120) hours will be paid with the next payroll. Employees may sell back accrued and unused compensatory time throughout the year, but in increments of no less than twenty-four (24) hours. The use of compensatory time shall be at times mutually agreeable to the Employer and the Employee. Employees may use compensatory time off with a minimum of forty-eight (48) hours advance notice, except that requests to use compensatory time off with fewer than forty-eight (48) hours advance notice may be approved by the requesting employee's shift supervisor based on the operational needs of the Police Department.

Section 12.5 All bargaining unit Employees shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay for any hours in paid status over forty (40) hours per week. There shall be no pyramiding of overtime.

Section 12.6 Employees will receive thirty-five dollars (\$35.00) per hour for special details with a minimum of two (2) hours compensation per detail.

Section 12.7 Any reference in this Agreement to "tour of duty" or "work shift" or "shift" shall be defined as any scheduled 8-hour period of time a member is required to work.

Section 12.8 Employees who have had their days off changed due to an Employer's required event or duty shall be entitled to receive consecutive rather than non-consecutive off days except as may be waived by the Employee.

Section 12.9 Any employee working an assigned shift at the daylight savings time change (0200 hours) will be paid at their regular rate of pay for the one (1) additional hour worked when the daylight savings time change requires the time is set back one hour during the employee's shift causing the employee to work one additional hour. Any employee working an assigned shift at the daylight savings time change (0200 hours), will be paid at their regular rate of pay for the full duration of the regularly scheduled shift when the daylight savings time change requires the time be set forward one hour during the employee's shift causing the employee to work one (1) fewer hour than regularly scheduled.

ARTICLE 13

WAGES

Section 13.1 The pay schedule as attached shall be the basis for pay increases in 2013, 2014, and 2015. All divisional employees covered by this contract shall receive pay increases based on this schedule.

Effective: December 25, 2013 **2.5%**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
DISPATCHER	\$18.97	\$19.96	\$20.93	\$21.98	\$23.12	\$25.15
POLICE OFFICER	\$ 25.12	\$ 26.40	\$ 27.70	\$ 29.09	\$ 30.58	\$ 33.27
	Less than 1 year	1 year +				
POLICE SERGEANT	\$35.57	\$38.24				
SENIOR DISPATCHER	\$27.66	\$29.06				
ADMIN. ASSISTANT	\$27.56	\$28.93				

Effective: December 24, 2014 **2.5%**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
DISPATCHER	\$19.44	\$ 20.46	\$21.45	\$22.53	\$23.70	\$25.78
POLICE OFFICER	\$ 25.75	\$27.06	\$28.39	\$29.82	\$31.34	\$34.10
	Less than 1 year	1 year +				
POLICE SERGEANT	\$ 36.46	\$39.20				
SENIOR DISPATCHER	\$28.35	\$29.79				
ADMIN. ASSISTANT	\$28.25	\$29.65				

Effective: December 23, 2015

2.5%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
DISPATCHER	\$19.93	\$ 20.97	\$21.99	\$ 23.09	\$24.29	\$26.42
POLICE OFFICER	\$26.39	\$27.74	\$29.10	\$30.56	\$32.13	\$34.95
	Less than 1 year	1 year +				
POLICE SERGEANT	\$ 37.37	\$40.18				
SENIOR DISPATCHER	\$29.06	\$30.53				
ADMIN. ASSISTANT	\$28.96	\$30.39				

Section 13.2 All divisional Employees covered by this contract shall receive a one step in grade increase each year of this contract effective the first pay period following the anniversary of his/her date of hire. Such increase shall be in accordance with the wage schedule as attached. Such divisional Employees who have reached the maximum step in grade for their position shall be entitled to no additional increases beyond that received by all divisional Employees covered by this contract in accordance with the pay schedule shown above.

Section 13.3 The wage schedule in Section 13.1 shall be the basis for establishing the starting individual pay rates for all divisional Employees covered by this contract. This schedule shall also-be the basis for establishing the pay rates within the pay schedule for individuals receiving increases on his/her anniversary date of hire.

Section 13.4 A Performance Appraisal System is attached hereto as "Schedule 1". This Performance Appraisal System may be amended by mutual agreement during the term of this Agreement. This Performance Appraisal System may be the basis for disciplinary action.

Section 13.5 The Employer shall notify employees within seventy-two (72) hours if the Employee's timesheet is changed subsequent to its submission to the Employer.

ARTICLE 14

SHIFT DIFFERENTIAL

Section 14.1 The Employer agrees that Employees of the Police Department are placed in a unique position by the nature of their work. Employees of the Police Department are required to function seven days a week, and during every hour of the day. This causes many hardships on the Employee's family and social life for which they are to be compensated.

Section 14.2 The Employer agrees to compensate those Employees who work between the hours of 4:00 p.m. and 12:00 a.m. at their applicable hourly rate of pay plus two and a half percent (2.5%) per hour shift differential. Employees whose scheduled working hours fall between the hours of 8:00 a.m. and 4:00 p.m. on Saturday and Sunday shall be compensated at their applicable hourly rate of pay plus two and a half percent (2.5%) per hour shift differential. Those Employees who work between the hours of 12:00 a.m. and 8:00 a.m. shall be compensated at their applicable hourly rate of pay plus three percent (3.0%) per hour shift differential.

ARTICLE 15

OFFICER IN CHARGE

Section 15.1 If the Employer determines that it is necessary to designate a member in the rank of police officer, within the bargaining unit, as the Shift Commander of a work shift, such Employee shall be paid at step one of the sergeant's pay scale for all hours on duty as the Shift Commander.

ARTICLE 16

STAND-BY-STATUS

Section 16.1 Certain positions within the City require that Employees be placed in a standby status. This is defined as those Employees required to report to work on a very short notice. This includes those personnel who must remain available to call by telephone, pager or similar instrument. "On-call" status (from which personnel may be requested to report to duty but are not sanctioned in any manner if they cannot or do not report) does not constitute stand-by status.

Section 16.2 Employees who are required by the City to be on stand-by status will receive stand-by pay equivalent to eight (8) hours of pay at their regular rate of pay for each seven (7) day period that the employee is on stand-by status. Personnel designated to be on stand-by status are required to report for duty within one (1) hour of notification and must remain available to be contacted by telephone, pager or similar instrument supplied by the City. Failure to arrive at their duty location within one (1) hour of notification will result in the employee forfeiting their stand-by pay for that seven (7) day period during which the late response took place. An employee is considered notified when personal contact is made, or a voicemail is left at a telephone number provided by the employee.

Section 16.3 Employees assigned to Field Training Officer ("FTO") shall receive an additional one dollar (\$1.00) per hour for all hours worked as an FTO while the FTO is in direct contact with a trainee(s).

ARTICLE 17

LONGEVITY

Section 17.1 In addition to the base salary, Employees shall receive longevity pay on the following schedule:

After completion of 5 years of continuous service - \$220.00

After completion of 10 years of continuous service - \$345.00

After completion of 15 years of continuous service - \$470.00

After completion of 20 years of continuous service - \$600.00

After completion of 25 years of continuous service - \$725.00

After completion of 30 years of continuous service - \$850.00

Section 17.2 Payment shall be made during the first pay period in the month of December to all Employees on the payroll at that date who qualify for longevity pay in accordance with the above schedule.

Section 17.3 Longevity shall be paid for completed years of service in the increments listed above for full time employment with the City of Lebanon. Employees who retire before the completion of the year shall have their longevity payment pro-rated according to the number of full months of service.

ARTICLE 18

INSURANCES

Section 18.1 Full-time bargaining unit members will be eligible for the same group medical and dental insurance coverage under the same terms and conditions (which may be changed from time to time by Lebanon) that Lebanon provides to Classified, non-exempt employees. The City shall select the insurance carrier or carriers to provide the insurance benefits and may change the carrier(s) and benefit plan design from time to time at the City's sole discretion. If Lebanon determines that it is necessary to change the insurance carrier(s), it shall notify and meet with the Union to discuss the planned changes before such changes are implemented.

Full-time bargaining unit members shall pay the same premium contribution as all other classified non-exempt City Employees, minus applicable credit for participation in wellness programs as described below in this section. Beginning on January 1, 2014 such premium contribution shall be capped at a maximum of eight percent (8%) of the cost of the annually set COBRA premium rate, ten percent (10%) for partial participation and thirteen percent (13%) for non-participants in wellness programs.

Beginning January 1, 2015, such premium contribution shall be capped at a maximum of ten percent (10%) of the applicable rate for full participants, twelve percent (12%) for partial participation and fifteen percent (15%) for non-participants in wellness programs.

Beginning January 1, 2016, such premium contribution shall be capped at a maximum of eleven percent (11%) of the applicable rate for full participants, thirteen percent (13%) for partial participation and sixteen percent (16%) for non-participants in wellness programs.

Full-time bargaining unit members shall pay the same premium contribution as all other classified non-exempt City Employees, minus applicable credit for participation in wellness programs as described below in this section. Beginning on January 1, 2011, such premium contribution shall be capped at a maximum of six percent (6%) of the cost of the annually set COBRA premium rate, eight percent (8%) for partial participation and eleven percent (11%) for non-participants in wellness programs. Beginning January 1, 2013, such premium contribution shall be capped at a maximum of seven percent (7%) of the applicable rate for full participants, nine percent (9%) for partial participation and twelve percent (12%) for non-participants in wellness programs.

Section 18.2 The Employer shall indemnify and hold harmless an Employee in the amount of any judgment, other than a judgment for punitive or exemplary damages, that is obtained against the Employee in a state or federal court or as a result of a law of a foreign jurisdiction and that is for damages for injury, death, or loss to persons or property caused by an act or omission in connection with a governmental or proprietary function, as defined in Ohio Revised Code Section 2744.01, if at the time of the act or omission the Employee was acting in good faith and within the scope of his employment or official responsibilities.

Section 18.3 The Employer shall provide, to each bargaining unit member, group term life insurance coverage with a death benefit of forty (\$40,000.00) thousand dollars, payable to the spouse of the Employee, the designated beneficiary, or the Employee's estate.

Section 18.4 All full-time bargaining unit members are authorized to participate on a voluntary basis in any and all Wellness Inducement Programs that may be offered by the City and receive incentives as applicable. Any insurance premium discounts offered by the City to other classified, non-exempt employees as part of any wellness inducement program will be provided to all sworn bargaining unit members provided that they have completed their biennial medical physical examination as outlined in Section 32.2 of this Agreement and who, additionally receive a passing score on their annual Physical Abilities Test as outlined in Article 37 of this Agreement. Any sworn bargaining unit member that is exempted from all or part of the Physical Abilities Test as provided for in Article 37 of this agreement shall continue to receive credit for participation in the Wellness Inducement Program. Such employees shall not be required to perform the Physical Abilities Test to receive Wellness Inducement Program credit until they are physically able to perform the Physical abilities Test.

Any insurance premium discounts offered by Lebanon to other Classified, non-exempt employees as part of any wellness inducement program will be provided to all non-sworn bargaining members provided that they have voluntarily completed a biennial medical physical examination as outlined in section 32.3 of this Agreement. Non-sworn employees are not required to participate in the Physical Abilities Test as a pre-requisite for receiving any insurance premium discounts offered as part of a wellness inducement program.

ARTICLE 19

UNIFORM ALLOWANCE

Section 19.1 The uniform and equipment outlined below shall be supplied to each Employee prior to reporting for active duty or as soon thereafter as possible and replaced as necessary, but shall remain the property of the Employer. In no event shall an Employee's safety be jeopardized by lack of sufficient equipment.

POLICE OFFICER:

Uniform Items:

1 Winter Coat
1 Wind Breaker
1 Raincoat
3 Trousers
3 Winter Shirts
3 Summer Shirts
1 Cap (regular)
1 Pair of Shoes
1 Belt (River)

Equipment Items:

1 Belt (Garrison)
1 Handcuffs
1 Handcuff Case
3 Magazines
Holster (Automatic)
1 Sidearm
2 Shield (Breast)
1 Portable Radio
1 Radio Holder
1 Cap Badge
4 Belt Keepers
1 ASP
1 ASP Holder
1 Name Bar
1 Chemical Agent
1 Chemical Agent Holder
1 Bullet Resistant Vest

DISPATCHER:

3 Long Sleeve Shirts (Black)
3 Short Sleeve Shirts (Black)
3 Pair of Pants
1 Pair of Shoes
1 Badge
1 Belt (black)

Section 19.2 Upon leaving the service of the Employer, the Employee shall return the above mentioned items in the same condition as received less normal wear and tear. The Employer shall replace items of equipment listed above when replacement is needed as a result of normal wear and tear or non-negligent damage.

Section 19.3 Commencing January 1 of the year following an Employee's appointment, each uniformed Employee shall be allocated a \$650 allowance per year for the purchase of uniform items and the maintenance or repair of such items. Such funds, once allocated, shall not be utilized for any other purpose until after August 31st of the calendar year. August 31st of the calendar year shall be the cut-off date for routine ordering of uniforms, with exceptions as noted in this Article. Emergency replacement of equipment lost or damaged shall be funded on an as needed basis.

Section 19.4 All purchases must be approved by the Employer, submitted in accordance with the normal purchase order procedure, billed to the Employer and charged against the individual's account. Employees assigned to duties which require the wearing of civilian attire may purchase such

attire under the provisions of this section, subject to compliance with specific rules and regulations established by the Employer.

Section 19.5 Members of the bargaining unit assigned to plain clothes duty shall receive \$650 per year, pro-rated according to the number of months they work. In no event shall any Employee receive more than \$650 per year for uniform and/or plain clothes allowance. Each Employee will receive the plain clothes allowance by the last day of February of each year or within sixty (60) calendar days from initial assignment.

Section 19.6 The Employer will provide for the cleaning of an average of four (4) uniforms weekly, and the cleaning of two (2) jackets annually. The Employer will provide for the cleaning of two (2) dress pants, 2 dress shirts, and 2 jackets weekly for members of the bargaining unit assigned to plain clothes duty.

Section 19.7 Bullet-proof vests shall be provided by the Employer on an as-needed basis, and shall not be considered a part of the annual clothing allowance. Bullet-proof vests shall be replaced as needed in accordance with manufacturer design standards.

ARTICLE 20

HOLIDAYS

Section 20.1 The following are recognized holidays under this Agreement:

- (A) New Year's Day (the first day of January)
- (B) Martin Luther King Day
- (C) President's Day
- (D) Memorial Day
- (E) Independence Day (the 4th day of July)
- (F) Labor Day
- (G) Columbus Day
- (H) Thanksgiving Day
- (I) The day after Thanksgiving Day
- (J) Christmas Eve (the 24th day of December)
- (K) Christmas (the 25th day of December)
- (L) The Employee's birthday
- (M) Personal Days (as per Section 20.5 of this Article)
- (N) Easter Sunday

Section 20.2 An Employee who works a designated holiday will accrue eight (8) hours of holiday time to be taken off at a later date by the Employee. Employees also will receive one and one-half (1-1/2) times their regular hourly rate for up to eight (8) hours worked on a designated holiday; provided, however that Employees working any designated holiday shall be paid at 2.5 times the Employee's hourly rate for each overtime hour worked over eight (8) hours on a designated holiday.

Section 20.3 An Employee whose day off falls upon a designated holiday shall receive eight hours holiday time to be taken off at a later date by the Employee.

Section 20.4 The Employer may release administrative and support personnel such as clerks, administrative assistants and detectives from holiday shift assignments.

Section 20.5 Each Employee will be granted two (2) personal days each applicable calendar year of this Agreement. Pay for each personal day will be eight (8) hours of pay at the regular base hourly wage rate. Written requests shall be submitted to the Employee's immediate supervisor for approval no less than twenty-four (24) hours before the requested time off. Personal days shall be taken in increments of four (4) or more hours and shall not be carried over from year to year. Employees shall receive the cash equivalent for any personal day hours not taken by December 31st of the applicable calendar year.

ARTICLE 21

VACATION

Section 21.1 Employees shall earn paid vacation in each anniversary year on the following schedule:

1 year of service	6 days annually
2-5 years of service	12 days annually
6-10 years of service	13 days annually
11-15 years of service	15 days annually
16 years of service	20 days annually

Section 21.2 Employees who have completed 1 year of uninterrupted full-time employment shall have 96 hours of their applicable annual vacation accrual credited to them at the end of the first pay of period each succeeding year.

Section 21.3 The vacation day policy shall be administered in accordance with Chapter 133.07 of the Lebanon Codified Ordinances. Vacation days and holidays shall be combined and be allowed to carry over up to forty (40) days into the next calendar year. An Employee shall also be entitled to elect to receive a buy-out for any unused vacation time at the end of each calendar year, to a maximum of one-half of vacation days accumulated that year. Employees shall also be entitled to the vacation buy-out provisions set forth in Section 133.07(E) of the Lebanon Codified Ordinances. An Employee who desires a vacation buy-out must provide written notification to the Chief of Police no later than October 1st of each calendar year. If notification is timely made, the Employee will receive payment for the vacation buy-out no later than January 31st of the next calendar year.

ARTICLE 22

SICK LEAVE

Section 22.1 Employees shall accrue sick leave credit at the rate of four and six tenths (4.6) hours per eighty (80) hours paid. There shall be no limit on the amount of sick leave that may be accrued. Should this allowance be increased by a change in State Law, this contract will be modified to reflect such change.

Section 22.2 Employees granted leave of absence with pay or without pay, for sick leave or injury purposes only, will continue to accrue sick leave at the regularly prescribed rate during such absence.

Section 22.3 Sick leave with full normal pay shall be granted for the following reasons:

- A. Personal illness or physical incapacity.
- B. Illness of an Employee's immediate family member requiring the Employee's personal care and attendance. Immediate family, for the purpose of this section, is defined as mother, father, spouse, son, daughter, or legal guardian who stands in place of a parent.
- C. Enforced quarantine of the Employee in accordance with community health regulations.
- D. Where injury leave has expired and the Employee must be absent from work for an additional period.
- E. Sick leave may be requested to attend the illnesses of other members of an Employee's household, and may be approved on a case-by-case basis.

Section 22.4 An Employee contemplating absence on sick leave shall inform the Employer of the fact, except in the case of provable inability to make a telephone call, and provided further that such calls shall be made as soon as possible thereafter. The Employee shall submit the appropriate sick leave form.

Section 22.5 Absence for a fraction of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in one-hour increments.

Section 22.6 A doctor's certificate, or other proof of illness may be required for sick leave in excess of three (3) consecutive work days if, in the judgment of the Employer, there may be some question as to the legitimacy of the need for sick leave. Abuse of sick leave may be cause for disciplinary action.

Section 22.7 An Employee who is laid off will, upon reinstatement to service, have unused sick leave existing at the time of layoff credited to him.

ARTICLE 23

INJURY LEAVE

Section 23.1 Unless otherwise provided for herein, no bargaining unit member shall be charged for sick leave or time off against his or her accumulated sick leave as a result of an injury or illness incurred in the lawful performance of his or her duty.

Section 23.2 An Employee who suffers an injury or illness in the performance of his or her duties shall be granted paid injury leave, if approved by the Chief of Police and by the City Manager, for a period of up-to a maximum one hundred and eighty (180) working days per injury or illness. Injury or illness is a service connected disability as defined in R.C. 4123.01(C) which interferes with an Employee's ability to perform normal duty.

Section 23.3 Injury leave shall not be charged against sick leave. However, at the expiration of one hundred and eighty (180) working days of injury leave, if continued absence is necessary, sick leave or other approved leave time may be used.

Section 23.4 Simultaneous with the request for injury leave, the Employee shall also make application and actively prosecute a claim for benefits under the Worker's Compensation Law of Ohio to commence upon expiration of the injury leave. The Employee shall execute an agreement assigning any and all money received as compensation for lost wages during the period of paid injury leave, whether from the Bureau of Worker's Compensation and/or any other source, to the City of Lebanon. After approval of the injury leave by the City, the City will issue a check to the Employee each pay period equivalent to Employee's base pay for the relevant period.

Section 23.5 The City Manager, or his designee, has the right to review the physical and/or mental/emotional status of an injured Employee every thirty (30) calendar days of absence in order to determine the Employee's ability to return to work. In the event of a difference of opinion, as to the Employee's physical and/or mental/emotional status, between a City-appointed physician and the Employee's treating physician, the issue will be submitted to a third physician specializing in occupational medicine, whose decision regarding the ability of the Employee to perform his or her regular duties shall be final and binding on both parties. The service of this physician specializing in occupational medicine shall be paid for by the City. If the City and the Employee cannot agree upon an occupational medicine specialist, said specialist shall be chosen by agreement of both the City-designated physician and the Employee's treating physician.

Section 23.6 In cases where injury leave is necessary, the Chief of Police may provide for a light duty work policy, which will attempt to place divisional personnel, who are unable to perform in their normal capacity, in positions with light or reduced duties. Employees shall accept assignment to a light duty position if released by the Employee's treating physician to perform light duties.

Section 23.7 If an Employee re-injures a previous injury, he or she will be granted the balance, if any, of the one hundred and eighty (180) work day injury leave taken when the injury originally occurred. An Employee who uses no injury leave for a particular injury or illness for at least one (1) year shall be entitled to an additional one hundred and eighty (180) days injury leave for any re-injury or reoccurrence of the same injury or illness. The Employee's treating physician must certify

in writing that the injury complained of is a re-injury. Said re-injury need not occur during the course of Employee's official duties as long as the initial injury was sustained as a result of the Employee's official duties. If Employee sustains a new work-related injury during the course of his official duties, or a re-injury more than a year after the first injury occurs, such injury constitutes another work-related injury under the terms of Section 23.2, and the Employee would be eligible for paid injury leave up to one hundred and eighty (180) working days for the new work-related injury. If the new injury is not work-related and was not sustained during the course of the Employee's official duties, the provisions of this section do not apply. If an Employee is granted the balance of his or her paid injury leave under this section, he or she shall also seek to reopen the workers' compensation claim.

ARTICLE 24

MILITARY LEAVE

Section 24.1 All Employees who are members of the Ohio National Guard, the Ohio Military Reserve, the Ohio Naval Militia or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are performing military duty, as defined in section 5923.05 of the Ohio Revised Code, for periods not to exceed twenty-two eight-hour work days or one hundred seventy-six hours in any one calendar year, for each year in which military duty is performed. Calendar year means the year beginning on the first day of January and ending on the last day of December.

Section 24.2 Except as otherwise provided in Section 24.3 of this Article, any Employee who is entitled to the leave provided under Section 24.1 and who is called to military duty for a period in excess of twenty-two eight-hour work days or one hundred seventy-six hours in any one calendar year, for each calendar year in which military duty is performed, because of an executive order issued by the president of the United States or an act of congress is entitled, during the period designated in the order or act, to a leave of absence and to be paid, during each month of that period, the lesser of the following:

- (A) The difference between his gross monthly wage or salary as an officer or Employee and the sum of his gross military pay and allowances received that month;
- (B) Five hundred dollars.

Section 24.3 No Employee shall receive payments under Section 24.2 of this Article if the sum of his gross military pay and allowances received in a month exceeds his gross monthly wage or salary as a City employee or if the Employee is receiving his pay pursuant to Section 24.1 of this Article.

Section 24.4 Each Employee who is entitled to leave provided under this Article shall submit to the City the published order authorizing the military duty or a written statement from the appropriate military commander authorizing such duty, prior to being credited with leave.

ARTICLE 25

FUNERAL LEAVE

Section 25.1 Employees will receive paid funeral leave as follows:

Three (3) work days for immediate family (spouse, parent, son, daughter, brother, sister, grandparent, grandchild, stepchild, stepparent, legal guardian, or other person who stands in the place of the Employee's parent).

One (1) work day for other relative or friend of an employee.

Section 25.2 Employees will be paid at the current hourly rate for funeral leave.

ARTICLE 26

NO STRIKE/NO LOCKOUT

Section 26.1 The Employee and the Employer will be covered by Ohio Revised Code Chapter 4117, in relationship to strikes and lockouts, as it affects the Employee and the Employer.

ARTICLE 27

SHIFT CHANGES

Section 27.1 In the event a member of the collective bargaining unit is required to work other than the normally scheduled shift, the Employer shall notify the Employee as far in advance as possible of the intended change in schedule.

Section 27.2 All bargaining unit Employees must have twelve (12) hours between shifts. A bargaining unit member may be required to return to duty less than twelve (12) hours from the previous duty, but will be compensated at the overtime rate for that member's following shift.

Section 27.3 If an Employee volunteers to work an additional shift, he shall be deemed to have waived the overtime rate for his next following shift, if that shift requires him to return to duty less than twelve (12) hours from the previous duty.

Section 27.4 All or any other provisions of this Article may be waived in writing by the Employee.

Section 27.5 The Employer reserves the right to recall the Employee at any time, due to conditions which warrant emergency actions.

Section 27.6 Any reference herein to "Tour of duty" or "work shift" or "shift" shall be defined as any scheduled 8-hour period of time a member is required to work.

ARTICLE 28

RESIDENCY

Section 28.1 There shall be no residency requirement for Employees in the bargaining unit(s) covered by this Agreement.

ARTICLE 29

BULLETIN BOARD

Section 29.1 One bulletin board will be provided within the Police Division for use by the Lebanon Police Employees Association and members of the bargaining unit. The City of Lebanon may post notices on the board of matters relating directly to police business and vacancies within the Police Division. The Lebanon Police Employees Association may post on the board notices relating to recreational and social events applicable to members of the bargaining unit; elections and election results; general membership meetings and other related business meetings; and general Lebanon Police Employees Association business of interest to members of the bargaining unit.

ARTICLE 30

PAYMENT AT SEPARATION

Section 30.1 Any bargaining unit member that voluntarily separates or retires from employment with Employer shall provide written notice to the Chief of Police no later than fourteen (14) calendar days prior to ending their employment with Employer. Failure to provide written notice of voluntary separation or retirement fourteen (14) calendar days in advance of ending employment with Employer may result in the forfeiture of accrued vacation pay. The fourteen (14) day notice requirement may be waived by the Chief of Police in total or part.

Section 30.2 Employees who voluntarily separate or retire from employment with the Employer shall receive compensation for the following:

- A. All vacation earned and unused in the current year and unused vacation carried over from the previous year. In the event of death, such compensation shall be paid to the Employee's estate.
- B. Holiday pay for which the Employee had not already been compensated. In the event of death, such compensation shall be paid to the Employee's estate.
- C. Any Employee who retires from employment with the City of Lebanon, and who at such time commences receipt of retirement benefits under the State of Ohio's "Public Employees Retirement System," or any equivalent State of Ohio retirement system, shall be entitled to receive payment for accumulated sick leave of 50% of such accumulated sick leave for up to 1,040 hours accumulated and 10% for over 1,040 accumulated sick leave. In the event an Employee dies while in the employ of the City of Lebanon, and said Employee qualifies for his respective retirement/pension fund, said Employee's estate shall be paid the above rates for accumulated sick leave.
- D. Unused compensatory time. In the event of death, compensatory time shall be payable to the Employee's estate.

Section 30.3 Payments under A, B, C, and D above shall be at the Employee's current regular rate of pay at the time of separation, and shall not include shift differential, shift commander, or any other special incentive pay. Such payments will be made with the next regular pay period after termination of employment.

ARTICLE 31

TRAINING AND EDUCATIONAL ASSISTANCE

Section 31.1 Training necessary for state certification for newly hired police officers will be provided at the City's expense. In addition, the expense for permanent full-time Employees who are required or requested to attend training schools, seminars or other instructional or educational programs, including examination to increase their knowledge and further their competency in their occupation with the City, shall be paid by the Employer as follows:

- A. Registration fees, tuition charges for the training school, seminar, or education or other instructional programs.
- B. Meals: Employees traveling on official City business will be reimbursed for meals on a "per diem" basis. The amount of the per diem allowance will be revised on an annual basis using the CONUS per diem rates established by the General Services Administration of the Federal Government.
- C. The Employer shall pay mileage and provide for reimbursement of insurance deductibles in accordance with Article 32 when an Employee is not provided with a City-owned vehicle. Bus, train, or airfare at tourist rate is provided for lengthy trips when travel is approved by the City Manager.
- D. Hotel or motel charges when lodging is not provided as a term of tuition payment.
- E. Hourly rates will be paid when schools or training are scheduled during regular working hours. Employees participating in off-site training and education activities requiring overnight stays will be paid for all hours spent in training and education activities, which shall not include time spent studying course materials outside of scheduled training and education activities

Checks for paragraphs A, B and D of this section shall be issued two (2) working days before departure so long as the request and all supporting documentation is submitted thirty (30) calendar days in advance of departure.

Section 31.2 - Police Training Reimbursement Policy

An Employee who has received training necessary for state certification as a new hire must continue his employment with the City for three (3) years following the end of his probation and, if not, he shall pay back to the City proportionately such amounts as were paid by the City for such training. The proportion shall be a fraction, the numerator of which is thirty-six (36) minus the number of months since the end of the Employee's probation and the denominator of which is thirty-six (36) months. This fraction will be multiplied by the total amount the City has paid. Each newly hired Employee shall be required to sign an agreement setting forth this reimbursement policy.

Section 31.3 - College Reimbursement Policy

Employees are eligible to participate in the same College Degree Reimbursement Program offered to other City employees. Each member will be eligible to receive tuition reimbursement up to

\$3,500.00 per year subject to the availability of funds. The City will allocate a minimum of \$10,500.00 in the Police Department's annual operating budget for college degree reimbursement.

ARTICLE 32

MISCELLANEOUS PROVISIONS

Section 32.1 Employees may be allowed to trade days-off with the permission of the Shift Commander in accordance with policies as adopted by the Chief of Police. An Employee who trades for a shift that is less than twelve (12) hours from his previous shift will be deemed to have waived the provisions of Article 14 and will be paid his regular rate for the second of these two shifts. Employees may not trade days off if the trade would result in overtime pay for either Employee that would otherwise not be payable.

Section 32.2 Employees required to use their own private vehicles on Employer business shall be compensated at the current IRS rate except that there shall be no reimbursement paid for use of private vehicles by newly-hired Employees to travel to and from the Basic Police Academy. If an Employee is involved in an accident through no fault of his own while using his own vehicle on Employer business, Employer shall reimburse him for any deductible amounts for which he is out-of-pocket, to a maximum of \$500.00.

Section 32.3 All sworn personnel shall be required to undergo a thorough medical physical examination once every two (2) years (during even numbered years), which shall be arranged and paid for by Employer. Non-sworn personnel may, at their option, choose to undergo such physical examinations arranged and paid for by the Employer. Each sworn Employee must supply certification from the examining physician that the Employee is fit to perform the essential functions of his job, according to his job description in the Police Department Manual and must also supply a medical clearance for Physical Activity Testing as set forth in Article 37 of this Agreement. In all other respects, the results of such examinations shall remain confidential and will not be provided to the Employer unless the Employee so desires.

Section 32.4 Emergency expenditures shall be approved or disapproved by the City Manager within ten (10) calendar days following submission of a requisition or invoice. Approved expenditures shall be paid to employees within thirty (30) calendar days following approval of the expense.

Section 32.5 All sworn and civilian personnel participating in the Employer paid medical physical examination as outlined in Section 32.3, outside of their normal work hours will be compensated for three (3) hours of pay at their applicable rate.

ARTICLE 33

SEVERABILITY

Section 33.1 This Agreement supersedes and replaces all applicable state and local laws which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a Court of competent jurisdiction finds any provision of this Agreement to be contrary to any applicable statute, such provisions shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 33.2 The parties agree that should any provision of this Agreement be found to be invalid, they will schedule a meeting within thirty (30) calendar days at a mutually agreeable time to discuss alternative language on the same subject.

ARTICLE 34

PROBATIONARY PERIOD

Section 34.1 All newly hired certified sworn and non-sworn personnel shall be on probation for a period not to exceed twelve (12) months from their date of hire. Sworn and non-sworn personnel shall be evaluated monthly during their probationary period by their training officer.

Section 34.2 Transfers and assignments within the department are not subject to probation.

Section 34.3 Termination of probationary Employees shall not be subject to the provisions of Article 9, Discipline, of this Agreement.

ARTICLE 35

ALCOHOL AND DRUG TESTING

Section 35.1 Drug screening/testing shall be conducted at times of pre-employment, and may be conducted at other times only upon reasonable suspicion.

Section 35.2 This testing shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. Under no circumstances may the results of drug/alcohol screening or testing be released to a third party for use in a criminal prosecution against the affected Employee. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the initial reagent testing results alone.

Section 35.3 All drug/alcohol screening tests shall be conducted by medical laboratories licensed by the State of Ohio or accredited by NIDA or SAMHSA. The procedure utilized by the Employer and testing laboratory shall include a chain of custody procedure and mass spectroscopy confirmation of any positive initial screening. The foregoing laboratory procedures shall be the protocol followed in this article, and shall be outlined in writing, concerning the collection of bodily fluids utilized for examination and testing. The samples collected shall be contained in two (2) separate containers for use in the following prescribed testing procedures.

Section 35.4 This protocol procedure shall be provided to the Union upon request, and at its option and expense, it may send the protocol procedure to a board certified clinical pathologist for an opinion of the adequacy of the procedure. If the Union finds serious testing process flaws in the protocol, the Employer should communicate or solicit other potential vendors to achieve an acceptable protocol.

Section 35.5 Until and unless the protocol is rejected by the Union, and until an objection is made by the qualified expert for the Union, the City's designated vendor will be accepted and a collection point designated.

Section 35.6 The results of the testing shall be received by the City Manager or designated personnel officer and then delivered to the Chief of Police and the employee tested. The Employee shall provide a signed release for disclosure of the testing results. An LPEA representative from the bargaining unit shall have a right of access to the results upon request to the Chief of Police, with the Employee's consent. Refusal to submit to the testing provided for under this contract shall be grounds for suspension.

Section 35.7 All drug/alcohol screening tests shall be conducted according to the following:

- A. If a supervisor has a reasonable suspicion that an Employee, while on the job or when reporting to work, may be impaired by or may be in possession of alcohol or drugs, the Employee may be ordered immediately to undergo a blood or urine drug and/or alcohol screening test and/or an alcohol breath test. When testing is ordered, an Employee will be accompanied by his supervisor or other City personnel and shall proceed immediately to the testing facility designated by the City. The Employee shall not ingest any substance or use any tobacco product until the testing is completed (i.e., urine sample collected and/or breathalyzer test administered). The

Employee shall sign such consent and release of information forms that are required by the testing facility for administration of the test and release of results.

- B. After the blood and/or urine sample is collected for the drug screening test, it is placed into two (2) separate containers which are sealed, labeled and sent to an approved laboratory for analysis of the contents of one of the containers. The Employee may be suspended with pay pending receipt of results from the laboratory analysis. If the test results from the first container are negative, no disciplinary action will be taken against the Employee and, if the Employee has been suspended, he will be reinstated immediately to his former position. However, if test results from the first container are positive, the Employee will be permitted to have a secondary laboratory (so long as it is an approved laboratory under NIDA [National Institute of Drug Abuse] of SAMHSA [Substance Abuse and Mental Health Services Administration]) perform an analysis on the contents of the second container, at the Employee's expense. An Employee's request for a second analysis must be made within 72 hours of the Employee's receipt of positive test results; otherwise the Employee will be deemed to have waived his right to a second analysis and he will be disciplined on the basis of the positive results from the first container. If a second analysis is performed and the results are negative, the negative result will control - no disciplinary action will be taken against the Employee and, if he has been suspended he will be reinstated immediately to his former position. However, if the results from the second analysis are positive, the Employee is subject to discipline.

An Employee is also subject to discipline if the alcohol breath test is positive. The test will be considered positive if it shows an alcohol concentration of .04 or above.

Discipline from a positive drug test or alcohol breath test will be deferred pending evaluation and treatment as set forth in the following section.

Section 35.8 Any Employee who tests positive for drugs or alcohol must be evaluated by a substance abuse professional (SAP) designated by the City and must participate in the assistance program prescribed by the SAP. If the Employee refuses to complete the evaluation or prescribed assistance program, he will be discharged immediately. Upon completion of the prescribed assistance program, the Employee will be reinstated to his former position but will be subject to random drug and/or alcohol testing for six months following his return to work. A subsequent positive test for drugs and/or alcohol while on the job or when reporting to work, under random testing or reasonable suspicion testing, shall be cause for immediate discharge.

Section 35.9 Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the Employee shall be at the Employee's expense.

Section 35.10 The Employer may conduct two (2) random tests during the six (6) month period after the Employee has completed a rehabilitation or detoxification program and such tests need not be based upon "reasonable suspicion". However, drug/alcohol testing may be required of any Employee, at any time, based upon "reasonable suspicion".

Section 35.11 For the purpose of implementing the provisions of this Article, each bargaining unit member who undergoes drug testing shall execute a medical release in order for the Employer to

obtain the results of the drug screening testing. Except as otherwise provided by state or federal law with regard to communicable diseases, or without further authorization of the Employee, the releases referred to in this Article shall authorize only the release of examination results and progress reports pertaining to the drug screening test results. No other medical finding may be released without the express written permission of the Employee.

Section 35.12 Employees who have commercial driver's licenses are also subject to such rules and regulations as may be issued under applicable federal and/or state law regarding alcohol and controlled substances.

ARTICLE 36

LEAVES OF ABSENCE

Section 36.1 The City Manager, upon the recommendation of the department or division head, may grant a leave with pay for an Employee to take authorized training for the City service or for such other reason which will, in the judgment of the Manager, be beneficial to the public service. An Employee who is granted such leave must continue his employment with the City of Lebanon for two (2) years from the end of the leave. If not, the Employee shall pay back to the City of Lebanon a proportionate share of the cost of the leave and any fees incurred in connection with such leave. The proportion shall be a fraction, the numerator of which is the difference between 24 months and the number of months worked after the leave and the denominator of which is 24 months. This fraction shall be multiplied by the total cost of the leave and the training.

Section 36.2 The City Manager may grant leave without pay for a period not to exceed 90 calendar days for an Employee who will receive training in subjects related to the public service, or for other reasons beneficial to the public service. In extraordinary circumstances, one extension, not to exceed 90 calendar days, may be granted by the Manager with the concurrence of the appropriate department or division head.

Section 36.3 Jury Duty - When summoned for jury duty, or when subpoenaed as a witness (if the Employee is not a party to the action), an Employee will be compensated at his normal rate of pay. The Employee is expected to work as much of his normal shift as possible. Any monies received by the Employee for compensation for such jury duty or witness fees shall be remitted to the City Auditor's office upon receipt.

Section 36.4 Pursuant to the Family and Medical Leave Act of 1993 ("FMLA."), the City will allow eligible Employees to take an unpaid leave of absence for up to 12 weeks during any rolling 12-month period for: (1) the birth or adoption of a child; (2) a serious health condition of the Employee; or (3) a serious health condition of a spouse, parent or child.

Unless the need for the leave is unforeseeable, the Employee must provide the City with 30 calendar days notice by filling out an FMLA request form. If it is not possible for the Employee to give 30 calendar days notice, the Employee must give as much notice as possible. While on leave, Employees must report monthly to the City regarding the status of the medical condition (where applicable) and their intent to return to work.

Existing health insurance benefits will be continued for up to 12 weeks to the extent the City is paying for such benefits at the outset of the leave of absence, unless such leave of absence is due to a compensable work-related injury or illness. If the leave is for a compensable work-related injury or illness the Employee will be entitled to a continuation of wages for up to a total of 180 working days under the City's injury leave plan. The first twelve weeks of paid leave due to a compensable work-related injury or illness will be counted against the twelve week FMLA period. If the leave is not for a compensable work-related injury or illness, the Employee may elect to utilize all applicable paid leave, during any FMLA leave and during the remainder of any additional non-FMLA leave of absence.

Section 36.5 When an Employee's leave of absence under sick leave, injury leave and/or FMLA leave has expired and the Employee continues to be disabled as a result of a serious personal illness

or injury, the City may grant an additional leave of absence. In no event, however, may the total leave of absence exceed 52 weeks from the date the leave of absence began, i.e., from the onset of the Employee's illness/injury.

- A. If the leave is for a compensable work-related injury, the Employee may seek wage continuation through the Ohio Bureau of Workers' Compensation.
- B. If the leave is not for a compensable work-related injury, the Employee will be permitted to exhaust all applicable paid leave during this additional leave of absence. After the exhaustion of an Employee's paid leave, the remainder of the leave, if any, will be on an unpaid basis.
- C. A FMLA leave of absence shall be without pay, unless the Employee is eligible for pay during the absence under any accrued and available paid leave or if the leave is based on a workers' compensation illness or injury that meets the criteria for a "serious health condition." If the leave of absence is not for a compensable work-related injury or illness, the Employee may elect to utilize all applicable paid leave during any FMLA leave. Time off, even though paid, shall be charged against the maximum amount of FMLA leave to which an Employee is entitled. It also shall be charged, if the Employee so elects, against any accrued and available paid leave. When such paid leave is exhausted, the remainder of any leave of absence shall be without pay.

Existing health insurance benefits will be continued during a FMLA leave (whether on a paid or unpaid basis) to the extent the City is paying for such benefits at the outset of the FMLA leave. Existing health insurance benefits will be continued during any additional non-FMLA leave of absence only to the extent that the Employee is eligible for and is receiving paid leave (including leave due to a compensable work-related injury or illness) and to the extent the City is paying for such benefits at the outset of the leave. Once the non-FMLA leave becomes unpaid, the Employee may continue such health insurance benefits at his full expense under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA").

In no event may an Employee receive compensation from the Bureau of Workers' Compensation and the City for the same time period.

Depending upon the duration of the leave, the nature of the Employee's position and the business needs of the City, the Employee's position may be eliminated, filled on a temporary basis or filled on a permanent basis during this additional leave of absence. If a temporary replacement has been arranged, the Employee will be reinstated to his or her original position. If a permanent replacement has been obtained, or the position has been eliminated, an Employee returning from leave will be considered for available positions for which he or she is qualified for a period of up to 52 weeks from the date the leave of absence began.

A leave of absence which continues beyond 52 weeks from the date the leave of absence began will result in termination of employment.

Upon return from an approved FMLA leave, an Employee will be reinstated to the same job or an equivalent position unless the City has eliminated the Employee's position for sound business reasons.

The Chief of Police, for Employees on a medical leave of absence, may internally address a light duty work policy which will provide for the attempted placement of divisional personnel who are unable to perform in their normal capacity.

Section 36.6 An Employee, on a non-FMLA medical leave of absence, must give at least seven (7) calendar days' notice prior to returning from any leave of absence. If an Employee on a FMLA leave of absence discovers that his circumstances have changed and the amount of FMLA leave originally anticipated is no longer necessary, the Employee must provide the City reasonable notice (i.e., within 2 work days) of his intent to return to work. When an Employee is returning from a medical leave of absence, the Employee must provide the City with a statement from the Employee's attending physician verifying that the Employee is medically able to return to work. The City reserves the right to have the Employee examined by a physician of the City's choice at any time during a leave of absence or at the time the Employee intends to return to work.

ARTICLE 37

PHYSICAL ABILITIES TESTING

Section 37.1 Sworn personnel shall participate in a Physical Abilities Testing program. The Physical Abilities Test shall measure whether Employees are physically able to perform the essential functions of their position. The program may be subject to a change for valid reasons following official notification to the LPEA. A copy of the program is attached to this Agreement. Employees who refuse to participate in any part of the Physical Abilities Testing program (other than due to a medical exemption) may be subject to disciplinary action.

Non-sworn bargaining unit members may voluntarily participate in the Physical Abilities Testing program and will be subject to the same incentives covered in Section 37.19.

Section 37.2 The Employer shall comply with the Americans with Disabilities Act, and shall defend, indemnify and hold harmless the Lebanon Police Employees Association, agents, officers representatives and members of any of the aforementioned against any and all claims and/or costs arising from or in any way related to the implementation and enforcement of Physical Abilities Testing, specifically including, but not limited to, any cost arising from an action in any court or administrative agency. This Section shall not apply to any action brought by the Lebanon Police Employees Association or any affiliate.

Section 37.3 Employees shall be notified in writing of their Physical Abilities Test score upon completion of the test or as soon thereafter as is practical.

Section 37.4 An Employee who is exempt under Section 37.7 below, or for any other reason set forth in this Section, shall be required to engage in a fitness program provided such program is approved by the Employee's physician.

Section 37.5 Sworn personnel shall be tested once each year.

Section 37.6 Physical Abilities Test performance scores shall not be used as a criteria for promotions or special assignments, except in cases where it is reasonably determined that the candidate must possess a unique physical standard that is germane to that position.

Section 37.7 An Employee may provide the Employer with a written statement from a licensed physician stating that participation in all, or any part, of the Physical Abilities Test will be detrimental to the Employee's health. In such cases the Employee shall not be required to participate in the prohibited part(s) of the Physical Abilities Testing procedures except as hereinafter provided.

Section 37.8 An Employee requesting an exemption from all, or any part, of the Physical Abilities Test, by providing a written statement from a licensed physician, may at the sole discretion of the Employer, be required to submit to a physical examination by a licensed physician selected by the Employer, at the Employer's expense. In the event that there is disagreement between the physician selected by the Employee and the physician selected by the Employer as to whether participation by the Employee in all, or any part of the Physical Abilities Test will be detrimental to the Employee's health, at the option of the Employer, another licensed physician shall be selected by agreement of the Employer and the Employee to make a determination as to whether participation by the Employee in all, or any part, of the Physical Abilities Test will be detrimental to the Employee's

health. The cost of this determination shall be shared by the Employer and the Employee. The decision of the physician so selected by the Employer and the Employee shall be binding upon the parties as to whether the Employee shall be required to participate in the Physical Abilities Test.

Section 37.9 An Employee who is temporarily unable to perform the essential functions of the position with a reasonable accommodation may be placed on leave.

Section 37.10 An Employee who is exempted from all, or any part, of the Physical Abilities Test shall upon request from the Employer, give the Employer a medical information release authorization which will allow the Employer to obtain information, from the licensed physician issuing the written statement, describing the medical or physical condition of the Employee, and how such condition relates to the Physical Abilities Test, or any particular part of such test, in such a way as to make participation in the test, or any part thereof, detrimental to the Employee's health. All information received by the Employer shall be confidential and maintained separately from the Employee's personnel file.

Section 37.11 Employees shall provide the Employer a medical clearance from the Employee's physician on a form provided by the Employer. The form shall be updated not less than every two years. The form shall describe the tests the Employee will be required to undergo.

Section 37.12 During the testing process, any Employee, who exhibits, or complains of any condition which suggests that further participation in the testing process may be detrimental to the Employee's health, shall not be required, or permitted, to continue in the testing process. The Employer, at the Employer's sole discretion, or at the request of the Employee, may transport the employee to a licensed physician, or emergency care facility, for immediate attention, or if immediate attention is not deemed necessary, the Employer may require the Employee to provide a new medical clearance. The cost of any emergency or immediate medical attention shall be paid by the Employer.

Section 37.13 An Employee who fails to achieve a satisfactory level of physical fitness may be subject to administrative action. An Employee shall be deemed physically fit for the position of police officer if the Employee achieves the minimum passing score on the test adopted by the City as part of the Physical Abilities Testing program. The City may deem an Employee unfit for duty for physical reasons, if the Employee does not achieve the minimum passing score on the test at the conclusion of the retest periods set forth below.

Section 37.14 After the first failure to achieve a minimum passing score on the Physical Abilities Test, an Employee shall be retested after forty-five (45) calendar days, provided that an Employee may after fourteen (14) calendar days after the first failure, be retested at the Employee's written request. An Employee requesting retesting shall be tested within fourteen (14) calendar days after the written request. An Employee passing a mandatory, or requested retest, shall not be tested again until the next regularly scheduled test for that Employee. An Employee who fails a retest which the Employee requested shall not be subject to administrative action because of such failure.

Section 37.15 An Employee who fails the first required retest shall be issued a counseling letter suggesting how the Employee could improve test performance, and shall be tested again after sixty (60) calendar days. An Employee failing a second retest shall be issued a warning letter advising the Employee that should the Employee fail the next scheduled retest the Employee may be deemed unfit for duty for physical reasons and may be separated from service.

Section 37.16 Counseling letters and written warnings received for a failed Physical Abilities Test shall not be recorded as disciplinary action. These entries shall be recorded only as notices to the Employee and shall not be used as part of any future progressive discipline.

Section 37.17 An Employee receiving a written warning after failing the second retest shall be tested not less than thirty (30) calendar days later. If the Employee fails to pass the Physical Abilities Test after the thirty (30) calendar day period, the Employee may be deemed by the Employer to be physically unfit to perform the duties of the position of police officer and may be separated from service for physical ability reasons.

Section 37.18 Notwithstanding any other provision of this Article, nothing shall restrict the right of the Employer to remove an Employee from employment if the Employee is unable to perform the essential functions of the position, with or without reasonable accommodation. The separation of any Employee for physical ability reasons shall be subject to the grievance and arbitration procedure set forth in this agreement.

Section 37.19 Employees who qualify shall receive one annual Physical Abilities Testing incentive bonus based upon their individual test score for the highest achievement in any calendar year on the following schedule:

Performance:

1. Passing test score: \$75.00
2. Test score of 50 seconds to 46 seconds inclusive: \$150.00
3. Test score of less than 46 seconds: \$250.00

Improvement:

1. A reduction of 4 seconds through 7 seconds from the Employee's last passing score: \$150.00
2. A reduction of 8 seconds or more from the Employee's last passing score: \$250.00

This incentive bonus applies to the Employee's annual Physical Abilities Test only, and not to retests. The incentive bonus shall be paid to the Employee on the first pay in December.

ARTICLE 38

DURATION

Section 38.1 This Agreement shall be effective as of midnight July 2, 2013 and shall remain in effect through midnight, July 1, 2016.

Section 38.2 If either party desires to modify or amend this Agreement, it shall give notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date of this Agreement.

Section 38.3 This written Agreement constitutes the entire agreement between the Employer and the LPEA and supersedes any and all prior agreements, whether written or oral, or express or implied, between or concerning the Employees and the Employer. Except as set forth in Article 33, Severability, any amendment, modifications, or additions to this Agreement shall be reduced to writing and signed by the authorized representatives of the parties to be effective.

THE CITY OF LEBANON

By: C.J. Clark
City Manager

 8 - 13 - 13
Date

APPROVED AS TO FORM:

By: Mark Alquist
City Attorney

 8-13-13
Date

LEBANON POLICE EMPLOYEES ASSOCIATION

By: _____

Date

LEBANON POLICE EMPLOYEES ASSOCIATION

By: P. [Signature] 118

By: Sgt. M. McArthur¹⁰⁶

By: P.H.C. Black #126

By: [Signature]

 7/2/13
Date