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**Agreement Between
City of Madeira, Ohio**

and

**Ohio Patrolmen's Benevolent Association
(OPBA)**

January 1, 2014

Through

December 31, 2016

**Ratified by City Council On
February 10, 2014**



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TABLE OF CONTENTS

		<u>Page</u>
ARTICLE 1	Preamble	2
ARTICLE 2	OPBA Recognition	2
ARTICLE 3	Dues Deduction and Fair Share Fee	2
ARTICLE 4	OPBA Representation	3
ARTICLE 5	Labor/Management Meetings	4
ARTICLE 6	Non-Discrimination	4
ARTICLE 7	Management Rights	5
ARTICLE 8	Grievance Procedure	5
ARTICLE 9	Discipline	8
ARTICLE 10	Personnel Files	10
ARTICLE 11	Probationary Periods	10
ARTICLE 12	Seniority	11
ARTICLE 13	Layoff and Recall	11
ARTICLE 14A&B	Hours of Work and Overtime	12, 15
ARTICLE 15	Court Time/Call-Out Time	17
ARTICLE 16	Wages and Compensation	17
ARTICLE 17	Insurances	19
ARTICLE 18A&B	Holidays	20, 21
ARTICLE 19	Vacation	22
ARTICLE 20	Sick Leave	23
ARTICLE 21	Injury Leave	25
ARTICLE 22	Equipment/Clothing	25
ARTICLE 23	Travel Reimbursement	26
ARTICLE 24	Severance Pay	27
ARTICLE 25	Severability	27
ARTICLE 26	Waiver in Case of Emergency	27
ARTICLE 27	Communicable Diseases	28
ARTICLE 28	Death Benefits	30
ARTICLE 29	Military Rights	31
ARTICLE 30	Training	31
ARTICLE 31	Duration	31
APPENDIX A	2005 Benchmark Health Coverage	33
	Signature Page	34

ARTICLE 1
PREAMBLE

Section 1.1

This Agreement, entered into by the City of Madeira, hereinafter referred to as the "Employer", and the Ohio Police Benevolent Association, hereinafter referred to as the "OPBA", has as its purpose the following:

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

ARTICLE 2
OPBA RECOGNITION

Section 2.1

The Employer recognizes the OPBA as the sole and exclusive representative for those employees of the Employer in the bargaining units. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those full-time employees employed by the Employer who have completed their initial probationary period in the classification of patrolman, and those individuals employed by the Employer in the classification of Lieutenant, as certified by the Ohio State Employment Relations Board in case numbers 84-RC-05-1097 and 84-RC-05-1098, respectively, date January 24, 1985.

Section 2.2

All management level employees, confidential employees, professional employees, seasonal and casual employees, supervisory employees as defined in the Revised Code and all other employees of the Employer not classified as patrolman or lieutenant are specifically excluded from the bargaining units.

ARTICLE 3
DUES AND DEDUCTION AND FAIR SHARE FEE

Section 3.1

The Employer agrees to deduct regular OPBA dues and fees at such intervals as the OPBA notifies the Employer as proper, but no more often than once each month, for any bargaining unit member voluntarily signing a written authorization for dues deduction. The bargaining unit member shall submit the authorization to the Employer's payroll officer. The Employer shall forward a check, for the aggregate of the dues and fees deducted, to the OPBA's designated financial officer, together with an itemized list of the members for whom dues deductions were made.

Section 3.2

Bargaining unit employees who are not members of the OPBA agree to pay a pro rata share of the direct costs incurred by the OPBA in negotiating and administering this Agreement and of settling grievances and disputes arising under this Agreement.

Section 3.3

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the OPBA hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the OPBA, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the OPBA.

ARTICLE 4 **OPBA REPRESENTATION**

Section 4.1

Non-employee representative(s) of the OPBA shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the OPBA Representative shall identify himself to the Employer or the Employer's designated representative.

Section 4.2

The Employer shall recognize two (2) employees from the bargaining unit, designated by the OPBA to act as OPBA representatives for the purposes of representation as outlined under this Agreement.

Section 4.3

The OPBA shall provide to the Employer an official roster of its officers and OPBA Representative which is to be kept current at all times and shall include the following:

- (1) Name
- (2) Address
- (3) Home telephone number
- (4) Immediate supervisor
- (5) OPBA office held

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

Section 4.4

Upon giving reasonable notice, and upon authorization from a supervisor, representatives shall be permitted reasonable time off without loss or gain in pay to investigate and/or process a grievance, to assist in the settlement of disputes, and to attend OPBA meetings, educational seminars or conferences. Permission to investigate and/or process a grievance, assist in the settlement of disputes, or attend a disciplinary hearing or OPBA meeting, educational seminar or conference shall not be unreasonably denied.

Section 4.5

Rules governing the activity of OPBA representative is as follows:

- (1) The OPBA agrees that no official of the OPBA, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The OPBA further agrees not to conduct OPBA business during working hours except to the extent specifically authorized herein.
- (2) The OPBA shall not conduct OPBA activities in any work area(s) without notifying the Police Chief of the nature of the OPBA activity. In the absence of the Police Chief, OPBA representatives must notify the City Manager.

- (3) The OPBA employee official shall cease unauthorized activities immediately upon the request of the Police Chief or City Manager.

ARTICLE 5

LABOR/MANAGEMENT MEETINGS

Section 5.1

In the interest of sound labor/management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the Employer or his designee shall meet with not more than two (2) representatives of the OPBA to discuss pending problems and to promote a more harmonious labor/management relationship. OPBA representatives attending labor/management meetings shall not, if the meetings are held during their normal duty hours, suffer any loss of pay for time spent in such meetings.

Section 5.2

The party requesting the meeting shall furnish an agenda at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting, and the names of those OPBA representatives who will be attending. The purpose of such meeting shall be to:

- a. Discuss the administration of this Agreement.
- b. Notify the OPBA of changes made by the Employer which affect bargaining unit members of the OPBA.
- c. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.
- d. Disseminate general information of interest to the parties.
- e. Discuss ways to increase productivity and improve efficiency.
- f. Consider and discuss health and safety matters relating to employees.
- g. Provide an opportunity to the OPBA to share the views of its membership and/or make suggestions on subjects of interest to its members.

Section 5.3

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

ARTICLE 6

NON-DISCRIMINATION

Section 6.1

The provisions of this Agreement shall be applied equally to all employees in the bargaining units without discrimination as to age, sex, race, color, religion, disability, or national origin.

Section 6.2

The Employer agrees not to interfere with the rights of the employees to become members of the OPBA, 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 OPBA membership or because of any legal employee activity in an official capacity on behalf of the OPBA.

Section 6.3

The OPBA agrees not to interfere with the rights of employees to not become members of the OPBA, and there shall be no disparate treatment, restraint, or coercion by the OPBA or its representatives against any employee exercising the right to abstain from membership in the OPBA or involvement in OPBA activities.

ARTICLE 7 MANAGEMENT RIGHTS

Section 7.1

The Employer possesses sole right to operate the Department and all management rights repose in it. The Employer's exclusive rights shall include, but shall not be limited to, the following, except as expressly limited by the terms and conditions set forth in this Agreement:

- a. Determine matters of inherent managerial policy which include but are not limited to area of discretion or policy such as functions and programs of the Department, standards of services, its overall budget, utilization of technology, and organizational structure, and assignments of certain personnel;
- b. Direct, supervise, evaluate, or hire employees;
- c. Maintain and improve the efficiency and effectiveness of operations and programs;
- d. Determine the overall methods, process, means or personnel by which operations are to be conducted;
- e. Suspend, discipline, demote, or discharge for just cause;
- f. Determine the adequacy of the work force;
- g. Determine the mission of the Department as a unit of government;
- h. Effectively manage the work force;
- i. Take actions to carry out the mission of the Department as a government unit.

Section 7.2

The OPBA recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the function of the Employer.

Section 7.3

The employer agrees that, to the extent feasible, new or revised policies, procedures and/or guidelines shall be reduced to writing and provided to employees in advance of their implementation. All policies, procedures and/or guidelines shall be applied and interpreted uniformly to all employees and shall not conflict with any provision(s) of this agreement.

ARTICLE 8 GRIEVANCE PROCEDURE

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 this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters which are controlled by the provisions of Federal, State, and/or City laws and/or by the United States or Ohio Constitutions.

Section 8.2

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

Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer's representatives within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties.

Section 8.3

It is the mutual desire of the Employer and the OPBA to provide for the prompt adjustment of grievances in a fair and reasonable manner, with a minimum of interruption of the work schedules. Every reasonable effort shall be made by both the Employer and OPBA to affect the resolution of grievances at the earliest step possible. In the furtherance of this objective, the following procedure shall be followed:

Step 1. In order for an alleged grievance to receive consideration under this procedure the grievances, with an appropriate OPBA representative, if the former desires, must identify the alleged grievance in writing to the Police Chief within six (6) calendar days of the incident or knowledge of the incident, (but in no case later than thirty (30) calendar days from the actual facts) which gives rise to the grievance. The Police Chief shall schedule a meeting within six (6) calendar days after receipt of the grievance, with the grievances and his/her representative. The Police Chief shall investigate and respond in writing to the grievances and/or OPBA representative within (6) calendar days following the meeting.

Step 2. If the grievance remains unsettled, it may be presented within six (6) calendar days after the Police Chief's response to the City Manager. The City Manager shall schedule a meeting between the parties or respond in writing within ten (10) days. If a meeting is scheduled, the City Manager shall have six (6) calendar days following the meeting in which to respond.

Section 8.4

Within six (6) calendar days of receipt of the response at Step 2, if the grievance is not resolved to the satisfaction of the grievances, the grievances may file, with approval of the OPBA, a request for arbitration. Within ten (10) calendar days of a request for arbitration, a representative of the OPBA and the City Manager or his designee may meet and attempt to mutually agree to an arbitrator. Should the representatives fail to agree to an arbitrator, the arbitrator shall be selected in the following manner: The American Arbitration Association shall be jointly requested to submit a panel list of seven (7) arbitrators. The Parties shall alternately strike names on the list until one (1) name remains; which person shall be the arbitrator. Either party shall have the option to completely reject the list of names provided by the American Arbitration Association and request another list. The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of specified Articles or Sections of this Agreement. He may not modify or amend this Agreement.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance or practices.

The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discipline, the arbitrator shall have the authority to recommend modification of said discipline.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator may be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding upon the OPBA, the employee and Employer.

The fees and any other costs for the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, and the cost of the hearing room, if any, shall be borne by the losing party. In the event that the arbitrator's decision fails to grant the requested award of either party and represents a "split decision", the above mentioned fees and costs shall be borne equally by the parties and the parties shall jointly request the arbitrator to rule on the assignment of the fees and costs as part of his decision. The fees and costs, if any, of any non-employee witnesses shall be borne by the party calling them. The fees and cost of the court reporter's attendance are divided equally by the parties if both parties desire a court reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing, nor shall such bargaining unit member receive any compensation or benefits from the Employer if such hearing hours are during the bargaining unit member's off duty time.

Section 8.5

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

1. Aggrieved employee's name and signature.
2. Aggrieved employee's classification.
3. Date grievance was filed in writing.
4. Date and time grievance occurred.
5. Where grievance occurred.
6. Description of incident giving rise to the grievance.
7. Articles and Sections of Agreement violated.
8. Desired remedy to resolve grievance.

Section 8.6 A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting each member in the same manner, one member selected by such group may process the grievance as a class action grievance, provided each employee desiring to be included in the class action grievance signs said grievance.

ARTICLE 9 **DISCIPLINE**

Section 9.1

The tenure of every bargaining unit employee of the Madeira Police Department shall be during good behavior and efficient service. No employee shall be reduced in pay, position, suspended, or removed 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 for incidents which occur while the employee is on duty, working under the colors of the Employer, or off-duty representing himself as an employee of the Police Department. The employee may not be disciplined for actions on his own personal time that do not reflect directly on the Police Department or do not violate any State or Federal statutory provision. Forms of disciplinary action are:

- a. Verbal warning.
- b. Written warning.
- c. Written reprimand.
- d. At the option of the Police Chief with concurrence of the employee, reduction of earned but unused personal day leave, vacation leave, or compensatory time not to exceed three (3) days. If this option is implemented, all hours of such reduction shall be recorded in the employee's personnel file as a disciplinary suspension.
- e. Suspension without pay.
- f. Reduction in classification.
- g. Discharge from employment.

Per Section 9.3 of this contract, the progression of discipline shall normally include verbal warning before written warning, written warning before written reprimand, written reprimand before suspension, and suspension before reduction in classification or discharge from employment for the same related offense.

Section 9.2

Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, or any other failure of good behavior or any other acts of misfeasance, malfeasance, or nonfeasance in office shall be cause for disciplinary action.

Section 9.3

Except in extreme instances wherein the employee is found guilty of gross misconduct, discipline shall be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct. Wherein the employee is arrested, charged or accused of gross misconduct, the employee may be placed on administrative leave with pay pending the outcome of the internal investigation. Progressive discipline shall at least include verbal warning and suspension for the same or similar offense prior to reduction in classification or discharge from employment.

Section 9.4

Anytime the Employer or any of his representatives has reason to discipline an employee, such discipline shall be fair and consistent and done in a manner that will not embarrass the employee before other employees or the public.

Section 9.5

The investigation of the alleged incident shall be conducted by the Police Chief or his designee. Refusal to submit to a polygraph examination shall not be grounds for disciplinary action. The Police Chief shall make recommendations, based on the investigation, to the City Manager. The City Manager shall schedule and conduct the pre-disciplinary hearing, and determine what disciplinary action, if any, should be administered.

Whenever the Employer determines that an employee may be suspended, reduced in rank/classification, or terminated for disciplinary reasons, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct.

Not less than forty-eight (48) hours prior to the scheduled starting time of the pre-disciplinary conference, the Employer will provide to the employee a written outline of the charges and particulars that may form the basis for the disciplinary action, all documents in the Employer's possession concerning the investigation of the matter, and written notification of the date, time and place of the hearing. The Employer shall also apprise the employee of his right to representation and the right to postpone the hearing for no more than seventy-two (72) hours beyond the original scheduled time. The employee must choose to:

- A. Appear at the conference to present an oral or written statement in his defense;
- B. Appear at the conference and have a representative present an oral or written statement in defense of the employee;
- C. Elect in writing to waive the opportunity to have a disciplinary conference.

Failure to elect or pursue one of these three options will be deemed a waiver of the employee's rights to the pre-disciplinary conference.

Pre-disciplinary conferences shall be tape recorded, and an employee shall be entitled to a copy of the recordings not later than forty-eight (48) hours following the close of the conference.

Reports and responses to questions made during any disciplinary investigation and/or pre-disciplinary conference may be used only in the application of administrative justice and shall not be used at any stage in any criminal investigation or proceeding(s) against the employee. A written report shall be prepared by the City Manager concluding as to whether or not the alleged conduct occurred and what discipline shall be imposed. A copy of the report shall be provided to the employee within two (2) days following its preparation.

Section 9.6

Employees shall be provided with a copy of all additions, deletions, or modifications made to their personnel file in all matters of discipline. The employee will acknowledge receipt of a copy of the addition, deletion, or modification by signing and indicating the date of receipt on the original copy. The employee's signature shall not be construed to indicate agreement with the addition, deletion, or modification, and no discipline shall have force and effect without the signature of the Chief of Police and the affected employee.

ARTICLE 10
PERSONNEL FILES

Section 10.1

Each employee may inspect his 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 notation is in the file, the employee shall be given the right to place a statement or rebuttal or explanation in his file. No anonymous material of any type shall be included in the employee's personnel file. Unfounded or unsubstantiated complaints against an employee shall not be placed in an employee's personnel file.

Section 10.3

Records of oral warnings and written warnings shall cease to have force and effect one (1) year from the date of issuance and shall, upon request of the employee, be removed from the personnel file, provided no intervening discipline has occurred. Any other record of discipline of any kind shall cease to have force and effect two (2) years from the date of issuance and shall, upon the request of the employee, be removed from the personnel file provided no intervening discipline has occurred. Removal of all records of discipline shall be in compliance with the Ohio Public Records Act. No disciplinary action, after it loses force and effect, may be removed from the Employee's Personnel File if a subsequent disciplinary action is taken against the employee. Both (or all) disciplinary actions will remain in force until the latter (or latest) disciplinary action loses force and effect.

Section 10.4

The following items shall be considered public information available upon request to the Employer, from an employee's personnel file: annual salary, degree(s) held, areas of special certification, civil service status, and awards or commendations. All other documents in the personnel file shall be considered confidential and shall not be conveyed to any person or persons unless required by law, by court order, subpoena, or written permission of the employee. Employee must be notified in writing that a request has been made by person(s) or entities to review said personnel file.

Section 10.5

An employee shall be notified by email and phone whenever a request is made to the City by a third party to review his personnel file(s). The employee shall have the opportunity to review those documents intended by the City to be disclosed prior to the actual disclosure to the requesting party. The employee shall be granted not less than two business days from notification to the employee to review his personnel file(s) prior to its disclosure to the requesting property.

ARTICLE 11
PROBATIONARY PERIODS

Section 11.1

Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) calendar

year. A newly hired probationary employee may be terminated any time during his probationary period and shall have no right to appeal. During the probationary period, the Employer shall conduct no less than 3 written performance evaluations. Evaluations shall be reviewed with the employee.

Section 11.2

Any employee promoted into the bargaining unit consisting of lieutenants shall be required to successfully complete a probationary period of one (1) calendar year. During the promotional probationary period, the Employer shall conduct no less than four (4) written performance progress evaluations. Evaluations shall be reviewed with the employee. An employee serving a promotional probationary period whose performance is unsatisfactory, as substantiated by the written evaluations and/or records of discipline shall be returned to his former position without loss of seniority or benefits.

ARTICLE 12 **SENIORITY**

Section 12.1

"Seniority" shall be computed on the basis of uninterrupted length of continuous service in rank with the Employer. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

Section 12.2

An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 12.3

Employees laid off shall retain their seniority for a period of twelve (12) months from the date of layoff.

ARTICLE 13 **LAYOFF AND RECALL**

Section 13.1

When the Employer determines that a long term layoff or job abolishment is necessary, he shall notify the affected employees ten (10) days in advance of the effective date of the layoff or job abolishment. Employees shall be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible. The Employer, upon request from the OPBA, agrees to discuss, with representatives of the OPBA, the impact of the layoff on bargaining unit employees.

Section 13.2

Layoffs in the Lieutenant bargaining unit shall be in inverse order of seniority in rank, with the least senior lieutenant being laid off first. Any employee in the lieutenant's bargaining unit receiving notice of long term layoff lasting more than seventy-two (72) hours shall have five (5) calendar days following the receipt of such notice in which to exercise his right to bump the least senior employee in the classification of patrolman.

Section 13.3

Layoffs in the patrolman bargaining unit shall be in inverse order of seniority, with the least senior patrolman being laid off first.

Section 13.4

Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the work section to which they are recalled. 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 Section shall be at the Employer's expense.

Section 13.5

Notice of recall shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

Section 13.6

The recalled employee shall have five (5) 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 ten (10) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 13.7

For the purpose of Section 13.2 of this Article, seniority shall be computed on the basis of uninterrupted length of continuous service in the Police Department.

ARTICLE 14(A)

HOURS OF WORK AND OVERTIME

(ALL EMPLOYEES EXCEPT ADMINISTRATIVE LIEUTENANT AND INVESTIGATOR)

Section 14.1(A).

The standard work period for all bargaining unit employees except the Administrative Lieutenant and Investigator shall consist of 84 hours in a 14-day work period. In recognition of this work period, the following payroll conditions will apply:

1. Officers will be paid 80 hours straight time for their scheduled 84 hours in consideration for a paid 12-hour "Kelly Day" which shall be earned and taken according to the terms herein.
2. Every six weeks (3 pay periods), an employee shall earn a paid 12-hour day off work. This paid day off shall be taken each seventh week in place of a normally scheduled day and in conjunction with the employee's three-day weekend, giving the employee four consecutive days off.

Section 14.2(A).

1. The workday for all bargaining unit employees except the Administrative Lieutenant and Investigator shall normally consist of twelve (12) consecutive hours within a twenty-four (24) hour period. These employees shall be paid at the rate of one-half (1-1/2) times their hourly rate of pay for all time worked in excess of twelve (12) hours in a twenty-four (24) hour period.
2. These employee schedules shall consist of two consecutive days on followed by two consecutive days off, followed by three consecutive days on followed by two consecutive days off, followed by two consecutive days on followed by three consecutive days off, unless mutually agreed otherwise.
3. The schedule shall, to the maximum extent possible, consist of two (2) regular work shifts each day consisting of first and second shifts. There shall also be one (1) rotating shift ("power car"). The normal hours of work for first shift begin at 0800 hours and end at 2000 hours; the normal hours of work for second shift shall begin at 2000 hours and end at 0800 hours.
4. The "power car," Administrative Lieutenant and Investigator positions shall be assigned positions by the Chief of Police.

Section 14.3(A).

Bargaining unit employees, except the Administrative Lieutenant and Investigator, required to be in active pay status in excess eighty-four (84) hours in any fourteen (14) day work period shall be paid at the rate of one and one-half (1-1/2) times their regular hourly rate of pay for all such excess time.

- a. Active pay status includes all hours actually worked, vacation time, paid sick leave, personal day, compensatory time, Kelly Day, and holidays earned and taken, and excludes court time and call-out time minimums, holidays not scheduled, and injury leave.
- b. There shall be no pyramiding of overtime.
- c. Upon request of an employee, and with the prior approval of the Employer, an employee may work a scheduled day off in exchange for an additional day off to be scheduled, without receiving any additional compensation.
- d. With the prior approval of the Employer, an employee may exchange days off or work shift assignments with another employee. Such exchanges shall not affect the active pay status of either employee, except that an employee who works an exchange and is required to work overtime shall receive the overtime compensation.
- e. Employees may elect to take all or any part of overtime hours in the form of compensatory time, in lieu of overtime pay. Compensatory time shall be compensated at the rate of one and one-half (1-1/2) hours off for each one (1) hour of overtime worked. Compensatory time may be accumulated by an employee, but only to a maximum of one hundred twenty (120) hours at any given time. In the event an employee accumulates one hundred twenty (120) hours of compensatory time, then any future overtime hours must

be compensated with overtime pay. When an employee desires to use compensatory time off that he/she has accumulated, it shall be scheduled and granted, with the mutual consent of the employee and Employer.

f. An employee may also choose to "flex" his scheduled hours in a work period, upon approval of the Police Chief, in order to not exceed the eighty-four (84) hour work period. An employee may be requested to "flex" his schedule by the Police Chief, but may not be compelled to do so.

g. An employee with the bargaining unit may at their option, on February 1st, May 1st, August 1st and December 1st of each calendar year, convert any or all of their accumulated but unused compensatory time to cash at the rate of one (1) hours of pay at their normal hourly rate of pay for each one (1) hour of accumulated but unused compensatory time hours.

Section 14.4(A).

When the Employer has determined the operational need of the department requires that overtime be worked by an employee or employees (excluding hold-over or call-in overtime which abuts an employee's shift, not to exceed two (2) hours, or overtime which requires a specific employee), the Employer shall notify the OPBA representative of the number of employees needed and the projected length of the overtime. The OPBA representative shall attempt to supply the Employer with the necessary manpower, and shall inform the Employer of the employee(s) scheduled to work. Where the overtime opportunity is for eight (8) consecutive hours or more, the overtime may be split between two (2) employees. If the OPBA cannot supply the necessary manpower, the Employer may order employees to work the overtime. The distribution of overtime opportunities under this Section is the responsibility of the OPBA, and no employee shall have or make a claim against the Employer, regarding the equality of distribution of opportunities.

Section 14.5(A).

The Employer reserves the right to require any and/or all employees to work overtime when the operational needs of the department require it.

Section 14.6(A).

Part-time and/or Auxiliary Officers shall not be assigned or permitted to perform primary road patrol duties. All paid shifts and details shall be offered to full-time officers before being offered to any part-time or Auxiliary Officer. This section is not intended to affect the manner in which the city park detail is being administered as of the date of this Agreement.

Section 14.7(A).

a. Employees shall be assigned to permanent, non-rotating shifts to the extent feasible. Shifts shall be bid and awarded by seniority. The City retains the right to manage the schedule and make shift changes to cover emergencies.

b. For purposes of vacation and shift bidding for Lieutenants only, seniority shall be based on total time in the rank of Lieutenant in Madeira. For the purposes of vacation and shift bidding for Patrol Officers, seniority shall be based on total time in service in Madeira.

Section 14.8(A).

All bargaining unit employees are eligible to work overtime details outside the employees' normal regularly scheduled shift, including but not limited to SEP and OVI Saturation Patrols with the approval of the Chief of Police.

Section 14.9(A)

Irrespective of any other provisions herein, a full day for purposes of the Investigator and Administrative Lieutenant taking accrued holiday, vacation, sick, personal, and/or a full day of compensatory time shall be ten (10) hours.

ARTICLE 14(B)
HOURS OF WORK AND OVERTIME
(ADMINISTRATIVE LIEUTENANT AND INVESTIGATOR ONLY)

Section 14.1(B)

The standard work period for the Administrative Lieutenant and Investigator shall consist of eighty (80) hours within a fourteen (14) day work period.

Section 14.2(B)

1. The work day for the Administrative Lieutenant and Investigator shall normally consist of ten (10) consecutive hours within a twenty-four (24) hour period.
2. These employee schedules shall consist of four (4) work days during the period Monday through Friday and one (1) off day during said period, followed by two (2) consecutive off days on Saturday and Sunday unless mutually agreed otherwise between the employee and Chief of Police. The Administrative Lieutenant is responsible for covering day shift, Monday through Friday, when shift needs demand it, until it creates overtime for the Administrative Lieutenant, at which time overtime will be offered and distributed per this agreement.
3. The schedule shall, to the maximum extent possible, be day shift. The normal hours of work for day shift begin at 0800 hours and end at 1800 hours
4. The Administrative Lieutenant and Investigator positions shall be assigned positions by the Chief of Police.

Section 14.3(B)

The Administrative Lieutenant and Investigator required to be in active pay status in excess of eighty (80) hours in any fourteen (14) day work period shall be paid at the rate of one and one-half (1 ½) times their regular hourly rate of pay for all such excess time.

- a. Active pay status includes all hours actually worked, vacation time, paid sick leave, personal day, compensatory time and holidays earned and taken, and excludes court time and call-out time minimums, holidays not scheduled, and injury leave.
- b. There shall be no pyramiding of overtime.
- c. Upon request of an employee, and with the prior approval of the Employer, an employee may work a scheduled day off in exchange for an additional day off to be scheduled, without receiving any additional compensation
- d. With the prior approval of the Employer, an employee may exchange days off or work shift assignments with another employee. Such exchanges shall not affect

the active pay status of either employee, except that an employee who works an exchange and is required to work overtime shall receive the overtime compensation.

- e. Employees may elect to take all or any part of overtime hours in the form of compensatory time, in lieu of overtime pay. Compensatory time shall be compensated at the rate of one and one-half (1-1/2) hours off for each one (1) hour of overtime worked. Compensatory time may be accumulated by an employee, but only to a maximum of one hundred twenty (120) hours at any given time. In the event an employee accumulates one hundred twenty (120) hours of compensatory time, then any future overtime hours must be compensated with overtime pay. When an employee desires to use compensatory time off that he/she has accumulated, it shall be scheduled and granted, with the mutual consent of the employee and Employer.
- f. An employee may also choose to "flex" his scheduled hours in a work period, upon approval of the Police Chief, in order to not exceed the eighty (80) hour work period. An employee may be requested to "flex" his schedule by the Police Chief, but may not be compelled to do so.
- g. An employee with the bargaining unit may at their option, on February 1st, May 1st, August, 1st and December 1st of each calendar year, convert any or all of their accumulated but unused compensatory time to cash at the rate of one (1) hour of pay at their normal hourly rate of pay for each one (1) hour of accumulated but unused compensatory time hours.

Section 14.4(B)

When the Employer has determined the operational need of the department requires that overtime be worked by an employee or employees (excluding hold-over or call-in overtime which abuts an employee's shift, not to exceed two (2) hours, or overtime which requires a specific employee), the Employer shall notify the OPBA representative of the number of employees needed and the projected length of the overtime. The OPBA representative shall attempt to supply the Employer with the necessary manpower, and shall inform the Employer of the employee(s) scheduled to work. Where the overtime opportunity is for eight (8) consecutive hours or more, the overtime may be split between two (2) employees. If the OPBA cannot supply the necessary manpower, the Employer may order employees to work the overtime. The distribution of overtime opportunities under this Section is the responsibility of the OPBA, and no employee shall have or make a claim against the Employer, regarding the equality of distribution of opportunities.

Section 14.5(B)

The Employer reserves the right to require any and/or all employees to work overtime when the operational needs of the department require it.

Section 14.6(B)

Part-time and/or Auxiliary Officers shall not be assigned or permitted to perform primary road patrol duties. All paid shifts and details shall be offered to full-time Officers before being offered to any part-time or Auxiliary Officer. This section is not intended to affect the manner in which the city park detail is being administered as of the date of this Agreement.

Section 14.7(B)

- a. Employees shall be assigned to permanent, non-rotating shifts to the extent feasible. Shifts shall be bid and awarded by seniority. The City retains the right to manage the schedule and make shift changes to cover emergencies.
- b. For purposes of vacation and shift bidding for Lieutenants only, seniority shall be based on total time in the rank of Lieutenant in Madeira. For the purposes of vacation and shift bidding for Patrol Officers, seniority shall be based on total time in service in Madeira.

Section 14.8(B)

Investigator agrees to submit a schedule of work hours to the Chief every month for approval. If the investigator is called in within five (5) hours prior or five (5) hours after their scheduled shift, then they can choose to adjust their schedule for the day and continue working if prior to their shift.

Section 14.9(B)

All bargaining unit employees are eligible to work overtime details outside the employees' normal regularly scheduled shift, including but not limited to SEP and OVI Saturation Patrols with the approval of the Chief of Police.

Section 14.10(B)

Irrespective of any other provisions herein, a full day for purposes of the Investigator and Administrative Lieutenant taking accrued holiday, vacation, sick, personal, and/or a full day of compensatory time shall be ten (10) hours.

ARTICLE 15
COURT TIME/CALL-OUT TIME

Section 15.1

Whenever an employee is required to appear on off duty time before any official court or before the Prosecutor for pretrial conference on matters pertaining to or arising from the employee's official duties, the employee shall receive three (3) hours pay at one and one-half (1-1/2) times his regular hourly rate for such appearances. If an employee appears before a court or at a pretrial conference for more than three (3) hours, such excess time shall be compensated at one and one-half (1-1/2) times the employee's regular hourly rate of pay for all time spent in such appearances.

Section 15.2

Any employee called into work at a time outside of his regularly scheduled shift, where call-out does not about his regularly scheduled shift, shall be paid a minimum of three (3) hours at the overtime rate. All time worked in excess of three (3) hours shall be paid at the overtime rate for all time actually worked.

ARTICLE 16
WAGES AND COMPENSATION

Section 16.1

Each bargaining unit member shall receive the rate of pay by the classification listed in this Article. Bargaining unit members shall progress through the steps upon succeeding anniversary date.

Section 16.2

Any new employee with verifiable years of experience as an Ohio Police Officer or Deputy Sheriff with law enforcement responsibilities shall begin employment at the entry level wage

rate, but, upon successful completion of the probationary period, shall thereafter be placed on the pay scale according to their verifiable years of experience.

Section 16.3

Effective January 1, 2014, the rate of pay for bargaining unit members shall be as follows:

Patrolman – 2014 (2.0%)				
Class Rate	Entry Level	12 Months	24 Months	36 Months
Hourly	28.39	31.01	32.75	34.90
Annual	59,051.20	64,500.08	68,120.00	72,592.00

Lieutenant – 2014 (2.0%)				
Class Rate	Entry Level	12 Months		
Hourly	38.11	39.10		
Annual	79,268.80	81,328.00		

Effective January 1, 2015, the rate of pay for bargaining unit members shall be as follows:

Patrolman – 2015 (2.0%)				
Class Rate	Entry Level	12 Months	24 Months	36 Months
Hourly	28.96	31.63	33.41	35.60
Annual	60,236.80	65,790.40	69,492.80	74,048.00

Lieutenant – 2015 (2.0%)				
Class Rate	Entry Level	12 Months		
Hourly	38.87	39.88		
Annual	80,849.60	82,950.40		

Effective January 1, 2016, the rate of pay for bargaining unit members shall be as follows:

Patrolman – 2016 (2.0%)				
Class Rate	Entry Level	12 Months	24 Months	36 Months
Hourly	29.54	32.26	34.08	36.31
Annual	61,443.20	67,100.80	70,886.40	75,524.80

Lieutenant – 2016 (2.0%)				
Class Rate	Entry Level	12 Months		
Hourly	39.65	40.68		
Annual	82,472.00	84,614.40		

Section 16.4

The minimum percentage differential between the ranks of the top paid patrol officer and Lieutenant shall remain at least twelve percent (12%) for the duration of this agreement.

Section 16.5

Employees with five (5) or more years of continuous service as a sworn member of the Madeira Police Department shall receive longevity pay according to the following schedule:

- a. Employees who have completed five (5) years of service shall receive a payment of five-hundred and fifty dollars (\$550.00).
- b. Employees with more than five (5) years of service but less than ten (10) years of completed service shall receive twenty-five dollars (\$25.00) for each year of service in excess of five (5) years, in addition to the five-hundred and fifty dollars (\$550.00) base.
- c. Employees with ten (10) years of service but less than fifteen (15) years of completed service shall receive a base longevity pay of six-hundred and fifty dollars (\$650.00) plus an additional twenty-five dollars (\$25.00) for each year of service in excess of five (5) years; in addition to the six-hundred and fifty dollars (\$650.00) base.
- d. Employees with fifteen (15) years of completed service shall receive a base longevity pay of seven-hundred and fifty dollars (\$750.00) plus an additional twenty-five dollars (\$25.00) for each year of service in excess of five (5) years.

Section 16.6

Any Employee that is assigned to the power car shall be paid an additional \$.35 cents per hour added to their base hourly rate for each hour worked. This section excludes employees assigned to the Investigator and Administrative Lieutenant positions.

Section 16.7

Employees who are assigned as Field Training Officer (FTO) during the training of new full-time or part-time personnel (excluding Auxiliary Officers) shall receive FTO pay of \$.75/hour in addition to their base wage rate for all hours in which they perform the duties of the FTO.

ARTICLE 17 **INSURANCES**

Section 17.1

The Employer shall make available to all bargaining unit employees the comprehensive major medical/hospitalization health care insurance plan, which includes a prescription drug card that was in effect on May 1, 2005. The City of Madeira agrees to reimburse all full-time employees who are covered under the current Health Insurance Program the difference between the current co-pay stipulated in the current health care plan and \$10.00 for all drugs which are identified as covered under the current health care plan.

The employer shall pay per month the first \$200.00 plus eighty percent (80%) of the actual cost of premiums on such insurance, as most closely replicates the health insurance plan in effect on May 1, 2005, in excess of two-hundred dollars (\$200.00) for the single, employee/spouse, employee/child or family plan coverage, and the employee shall pay twenty percent (20%) of such monthly premiums over \$200. Attached as Appendix A is a summary of such May 1, 2005 plan. The parties do not purport that such summary identifies all benefits of such plan.

Section 17.2

The Employer shall for the life of this Agreement, make available to all bargaining unit employees a group dental plan substantially equivalent to the plan in effect as of January 1, 1987. The Employer shall pay the single plan premium and up to forty-five dollars (\$45.00) per month toward the family plan premium for those employees electing to accept such coverage, with the balance of the premium costs to be paid by the employee.

Section 17.3

The sole determination of the insurance carrier rests on the Employer, as long as any changes in an insurance carrier do not substantially alter the coverage in effect per Section 17.1 of this agreement.

Section 17.4

The Employer agrees to indemnify and defend any employees from actions arising out of the lawful performance of his official duties.

ARTICLE 18A

HOLIDAYS

(ALL EMPLOYEES EXCEPT ADMINISTRATIVE LIEUTENANT AND INVESTIGATOR)

Section 18.1(A). Bargaining unit employees shall be entitled to the following paid holidays:

*New Year's Day	(1 st day of January)
Presidents' Day	(3 rd Monday of February)
Police Memorial Day	(15 th day of May)
Memorial Day	(Last Monday in May)
*Independence Day	(4 th day of July)
Labor Day	(1 st Monday in September)
*Thanksgiving Day	(4 th Thursday in November)
Day after Thanksgiving	(4 th Friday in November)
Employee's Birthday	(actual date or per Section 18.3)
*Christmas Eve	(24 th day of December)
*Christmas Day	(25 th day of December)
*Family Holidays	

Section 18.2(A). The holidays listed in Section 18.1 of this Article are hours in length for all employees except the Administrative Lieutenant and Investigator who actually work on the holiday. The entirety of a shift shall be deemed a holiday if the shift begins on the actual holiday. If the shift is split, the holiday shall still apply to all parts of the shift even though a split portion may begin after the holiday. For all employees except the Administrative Lieutenant and Investigator who are not scheduled and do not work on the holiday, they shall be compensated for twelve (12) hours at their regular rate of pay. Employees required to work on a holiday shall be paid one (1) hour of pay for each holiday hour, plus one and one-half (1-1/2) times his normal hourly rate of pay for all holiday hours actually worked. All hours worked in excess of the designated holiday time shall be paid at the rate of two (2) times the employee's normal hourly rate of pay. An employee who works a family holiday that falls on his/her normal day off shall be paid two (2) times his/her normal hourly rate of pay for all holiday hours actually worked in addition to compensation as described in Section 18.4(A).

Section 18.3(A).

An employee may take his birthday holiday on the actual date of occurrence, or with approval of the Police Chief, on any other date mutually agreed following the birthday.

Section 18.4(A).

- (1) All employees except the Administrative Lieutenant and Investigator who are off on a holiday shall receive holiday time or pay, at his option, equal to twelve (12)

hours. Holiday time shall be taken at a mutually agreeable date and time between the Employer and the employee.

(2) An employee may accumulate no more than forty-eight (48) holiday time hours under this Section. All holiday time hours beyond the forty-eight (48) hour maximum shall be paid at the rate of one (1) hour of pay for each holiday hour.

(3) A full-time employee with the bargaining unit may, at his option, on February 1st, May 1st, August 1st and December 1st of each calendar year, convert any or all of his accumulated but unused holiday time hours earned to cash at the rate of one (1) hour pay at his normal hourly pay rate for each one (1) hour of accumulated but unused holiday time.

Section 18.5(A).

The Investigator and Administrative Lieutenant may elect to work with the approval of the Chief of Police the following holidays for overtime or compensatory time: Police Memorial Day, day after Thanksgiving and employee birthday.

ARTICLE 18(B)

HOLIDAYS

(ADMINISTRATIVE LIEUTENANT AND INVESTIGATOR ONLY)

Section 18.1(B). Bargaining unit employees shall be entitled to the following paid holidays:

*New Year's Day	(1 st day of January)
Presidents' Day	(3 rd Monday of February)
Police Memorial Day	(15 th day of May)
Memorial Day	(Last Monday in May)
*Independence Day	(4 th day of July)
Labor Day	(1 st Monday in September)
*Thanksgiving Day	(4 th Thursday in November)
Day after Thanksgiving	(4 th Friday in November)
Employee's Birthday	(actual date or per Section 18.3)
*Christmas Eve	(24 th day of December)
*Christmas Day	(25 th day of December)
*Family Holidays	

Section 18.2(B).

The holidays listed in Section 18.1 of this Article are ten (10) hours in length for the Administrative Lieutenant and Investigator. The entirety of a shift shall be deemed a holiday if the shift begins on the actual holiday. If the shift is split, the holiday shall still apply to all parts of the shift even though a split portion may begin after the holiday. Employees required to work on a holiday shall be paid one (1) hour of pay for each holiday hour, plus one and one-half (1-1/2) times his normal hourly rate of pay for all holiday hours actually worked. All hours worked in excess of the designated holiday time shall be paid at the rate of two (2) times the employee's normal hourly rate of pay. An employee who works a family holiday that falls on his/her normal day off shall be paid two (2) times his/her normal hourly rate of pay for all holiday hours actually worked in addition to compensation as described in Section 18.4.

Section 18.3(B).

An employee may take his birthday holiday on the actual date of occurrence, or with approval of the Police Chief, on any other date mutually agreed following the birthday.

Section 18.4(B).

(1) An Administrative Lieutenant and/or Investigator who is off on a holiday shall receive holiday time or pay, at his option, equal to ten (10) hours. Holiday time shall be taken at a mutually agreeable date and time between the Employer and the employee.

(2) An employee may accumulate no more than forty-eight (48) holiday time hours under this Section. All holiday time hours beyond the forty-eight (48) hour maximum shall be paid at the rate of one (1) hour of pay for each holiday hour.

(3) A full-time employee with the bargaining unit may, at his option, on February 1st, May 1st, August 1st and December 1st of each calendar year, convert any or all of his accumulated but unused holiday time hours earned to cash at the rate of one (1) hour pay at his normal hourly pay rate for each one (1) hour of accumulated but unused holiday time.

Section 18.5(B).

The Investigator and Administrative Lieutenant may elect to work with the approval of the Chief of Police the following holidays for overtime or compensatory time: Police Memorial Day, day after Thanksgiving and employee birthday.

ARTICLE 19
VACATION

Section 19.1.

Bargaining unit employees shall earn vacation leave with pay according to the following schedule:

- (a) Less than one year of continuous service, none.
- (b) Upon completion of one year of continuous service, an employee shall be credited with eighty-four (84) hours vacation leave. Thereafter, and throughout the seventh (7th) year of service, the employee shall earn and be credited with 7.0 hours of vacation for each subsequent month of service.
- (c) At the beginning of the eighth (8th) year of continuous service, an employee shall earn and be credited with 11 hours of vacation leave for each subsequent month of service.
- (d) At the beginning of the fifteenth (15th) year of continuous service, an employee shall earn and be credited with 14 hours of vacation leave for each subsequent month of service.
- (e) At the beginning of the twentieth (20th) year of continuous service, an employee shall earn and be credit with 18 hours of vacation leave for each subsequent month of service.

Section 19.2. Vacations are scheduled and approved in accordance with the workload requirements of the Employer. Generally, vacation leave shall be taken by an employee between the end of the year in which it was accrued and the next anniversary date of employment.

Employees may carryover up to one-half (1/2) of their annual accrual each succeeding year and retain up to two and one-half times their current annual vacation leave. Upon separation or retirement, the employee shall be paid for all accrued but unused vacation leave at their current rate of pay.

Section 19.3. Employees are entitled at the time of separation from employment to full pay for any earned but unused vacation leave and shall be at the rate of pay at which the vacation leave was earned.

Section 19.4. An employee who has proper service time with a political subdivision of the State of Ohio shall receive service credit towards vacation entitlement for all such service time.

ARTICLE 20 **SICK LEAVE**

Section 20.1.

Sick Leave shall be earned and credited at the rate of twelve (12) hours for each month in active pay status, including paid vacations, sick leave and injury leave, but not during a leave of absence without pay, layoff, disciplinary suspension or while in overtime status. The maximum amount of accrued unused sick leave shall be 2080 hours.

Section 20.2.

A. Notification by Employee

When an employee is unable to report to work, he shall notify his immediate supervisor or other designated person, two (2) hours or more (unless extenuating circumstances prohibit) prior to the time he is scheduled to report to work on each day of absence, unless other arrangements are made with the employee's supervisor.

B. Evidence Required for Sick Leave Usage

Upon return to work, an employee shall complete an application for sick leave form to justify the use of sick leave. The Employer may, when an employee utilizes sick leave for medical appointments or where an absence is for three (3) consecutive days or more, require the employee to furnish a certificate from a physician, dentist or other medical practitioner. Falsification of either a written signed statement or a practitioner's certificate shall be grounds for disciplinary action, including dismissal.

C. Uses of Sick Leave

Sick leave may be granted to an employee upon approval of the Employer for the following reasons:

(1) Illness or injury of the employee or a member of his immediate family, wherein the employee's presence is required. It is the employee's responsibility to assure that he will be covered by Workers' Compensation coverage when he is employed outside the Police Department. The Employer retains the right to approve outside employment and to ascertain that the outside employer will cover the employee under such coverage. If an injury or illness occurs that is subject to compensation under the Workers' Compensation coverage of another employer, the employee must assign the cash compensation benefits to the City of Madeira. If an employee has earned sick leave

in accordance with this article, he or she may use such sick leave for a valid illness or injury regardless of origin.

(2) Death of a member of his immediate family (sick leave usage limited to time actually required, to attend funeral, make necessary funeral arrangements and to take care of related matters). Maximum usage is limited to five (5) working days.

(3) Medical, dental or optical examination or treatment of employee or a member of his immediate family, which requires the presence of the employee, and which cannot be scheduled during non-working hours.

(4) If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or who, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.

(5) Pregnancy and/or childbirth and other conditions related thereto.

D. Sick leave usage shall be charged in minimum units of one (1) hour for any hour or fraction of an hour taken by an employee.

E. For the purpose of this Article, the definition of immediate family shall be mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, legal guardian or other person who stands in the place of a parent (loco parentis), or other relative residing in the same household as the employee.

Section 20.3.

An employee with more than ten (10) years of service with the Employer who retires from active service, or an employee who takes a disability retirement after five (5) years of service, shall be paid for forty percent (40%) of the value of their accrued, but unused sick leave, up to a maximum payment of eight hundred thirty-two (832) hours. Payment shall be made at the employee's current rate of pay. However, none of the sick days an employee brings with him, as a result of employment with another governmental body, will be converted to a cash payment as described above. For the purposes of attributing sick leave hours used by an employee, an employee shall be deemed to use the transferred sick leave hours prior to using the sick leave hours that have been earned in the City of Madeira.

Section 20.4.

An employee who is laid off shall, upon reinstatement, have placed to his credit all accumulated and unused sick leave existing at the time of his layoff.

Section 20.5.

An employee who does not use any sick leave in a three month calendar period for any and all such periods identified below shall earn twelve (12) hours extra time off (personal day/time) for each such period, up to thirty-six (36) hours in a calendar year:

- a. January 1 through March 31
- b. April 1 through June 30
- c. July 1 through September 30
- d. October 1 through December 31

Such time shall be credited to the employee on the first day of the month following the last day of the period. All hours earned must be used or cashed out twelve (12) months from the date earned.

ARTICLE 21 **INJURY LEAVE**

Section 21.1

In the event of a service-connected injury or occupational illness incurred in the active discharge of duty, which illness or injury is not the result of "horseplay" or negligence by the employee, the Employer shall grant the employee full pay for a period not to exceed nine hundred sixty (960) hours from the date of injury or illness that would cause the employee to be unfit for duty. The Chief of Police, with the approval of the City Manager, may extend an injury or illness leave for an additional nine hundred sixty (960) hours. Any employee claiming a service-connected illness or injury under the Article shall file an injury or illness claim with the Ohio Bureau of Worker's Compensation. Upon approval of the injury claim by Worker's Compensation, the employee shall remit to the Employer all income benefits paid by Workers' Compensation for the period during which the employee received full pay.

Section 21.2

An employee partially disabled who is eligible for injury or illness leave under this Article may apply to the Police Chief for a limited duty assignment, if available. The granting of any limited duty assignment, when available, shall be subject solely to the approval of the City Manager. Limited duty assignments shall be awarded in a fair and consistent manner and granted without discrimination. Limited duty assignments shall be for no more than sixty (60) calendar days, or the length of the partial disability, whichever is less. If a limited duty assignment is not available, the employer is under no obligation to provide the employee work or create a new position while injured.

ARTICLE 22 **EQUIPMENT/CLOTHING**

Section 22.1

The Employer shall supply at no cost to the employees all equipment and uniforms required by the Employer, excluding footwear, socks and underwear, in quantities specified by the Employer. The Employer shall provide each employee with annual reimbursement up to three hundred (\$300) dollars for the purchase of footwear and/or any other non-issued equipment. The type of footwear and/or other non-issued equipment shall be selected by the individual employee and shall be subject to the approval of the Chief of Police, but shall be in compliance with the footwear or other equipment policy in effect as of the date of this Agreement.

Section 22.2

The Employer shall provide and pay for all necessary cleaning of uniforms.

Section 22.3

All uniforms and equipment issued by the Employer are the property of the Employer and shall, upon termination of employment of an employee, be returned to the Employer prior to the issuance of any final compensation to the employee. Any issued item which is lost by an employee shall either be replaced or paid for at current market value, at the option of the employee.

Section 22.4

Equipment and other items not issued or required by the Employer may be utilized or worn only with the permission of the Police Chief.

Section 22.5

Where an employee supplies evidence that he sustained damage to personal property while performing the duties of his assigned work, provided such damage was not the result of willful misuse or negligence on the part of the employee, the Employer shall reimburse the employee for the cost of necessary repairs or replacement up to a maximum of three hundred dollars (\$300.00) per year, but no more than two-hundred and fifty dollars (\$250.00) for jewelry items. The employee shall present the damaged property for the Employer's inspection prior to the repair or replacement of said property. Repair or replacement of said property shall be at the Employer's option. Any court ordered restitution up to the three hundred dollars (\$300.00) paid under this Section shall be remitted to the Employer.

Section 22.6

In the event of damage to prescription eye glasses (including frames), contact lens, dentures and other oral dentifrice, which damage occurs in the active discharge of an employee's duties, the Employer shall pay the difference, if any, between the amount of reimbursement from the Worker's Compensation and the actual cost of repair or replacement.

Section 22.7

- a. When an employee is assigned as an Investigator he/she shall receive reimbursement up to five hundred (\$500.00) dollars the first year for clothing items necessary and related to that assignment. The employee shall receive reimbursement for up to two hundred fifty (\$250.00) dollars each year thereafter for the duration of his/her assignment as an investigator for necessary clothing items. All reimbursements must be verified by receipts and approved by the City Manager.
- b. The employer shall also provide and pay for all necessary cleaning of clothing for the Investigator under the terms of Section 22.2.

ARTICLE 23
TRAVEL REIMBURSEMENT

Section 23.1

Employees who utilize, with the approval of the Police Chief, their personal vehicle for official business (e.g., to and from court/training), shall be reimbursed at the current Internal Revenue Service rate for all miles traveled, as measured from the Madeira Municipal Building.

Section 23.2

When an employee's personal vehicle is unavailable, the Employer shall make reasonable attempt to provide the employee with transportation for court appearances and undercover operations.

Section 23.3

The Employer agrees to accept any liability that may result from the use of an employee's personal vehicle while on officially assigned duties, to the extent provided for in the Employer's liability policy in effect at the time of an incident giving rise to the liability.

ARTICLE 24
SEVERANCE PAY

Section 24.1

An employee who leaves the employ of the Employer shall receive pay for all hours worked but unpaid, all hours credited but unpaid, any earned but unused vacation leave, and a pro rata share of his longevity entitlement. An employee who retires shall be entitled to sick leave conversion subject to the terms of this Agreement.

Section 24.2

In the event of death of an employee, any severance pay to which the employee would have been entitled shall be paid directly to the designated beneficiary, or to the employee's estate, if no beneficiary is named.

Section 24.3

Upon retiring from employment in good standing with the Madeira Police Department, members shall be afforded the opportunity to purchase their Department issued firearm for a fee not to exceed one dollar (\$1.00). At retirement, members shall also be presented their retirement credentials and badge at no cost to the member.

ARTICLE 25
SEVERABILITY

Section 25.1

This Agreement supersedes and replaces all pertinent statutes, rules and regulations over 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 shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 25.2

The parties agree that should any provision of this Agreement be invalid, that they will schedule a meeting within thirty (30) days at a mutually agreeable time to negotiate alternative language.

ARTICLE 26
WAIVER IN CASE OF EMERGENCY

Section 26.1

In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Madeira City Council or City Manager, the Hamilton County Sheriff, the Federal or State Legislature, where such as acts of God effect the safety and health of the citizens of the City of Madeira, the following conditions of this Agreement shall automatically be suspended:

- a. Time limits for processing of grievances.
- b. All work rules and/or agreements and practices relating to the assignment of all employees.

Section 26.2

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

ARTICLE 27
COMMUNICABLE DISEASES

Section 27.1

Upon written request, bargaining unit members shall be provided with information on communicable diseases to which he may have routine workplace exposure, such as AIDS and Hepatitis B. Information provided to bargaining unit members shall include the symptoms of the diseases, modes of transmission, methods of self-protection, proper workplace procedures, special precautions, and recommendations for immunization where appropriate. The City shall develop, within twelve (12) months of the execution of this Agreement, a written communicable diseases policy and along with any revisions to said policy disseminate to all bargaining unit members a copy of the policy and all revisions.

Section 27.2

The City recognizes that bargaining unit members comes in contact with individuals infected with the hepatitis B virus and that the member may be at increased risk for acquiring hepatitis B infection. All bargaining unit members have the right to be vaccinated for hepatitis B. Such vaccinations shall be made available, at no cost to the bargaining unit member, for those members who desire it. The City shall develop, within ninety (90) days of the execution of this Agreement, a written policy and procedure for administering the vaccination program.

Section 27.3

If a bargaining unit member sustains a significant exposure to the blood or body fluid of another person being handled or transported, the member may request notification of exposure to a contagious or infectious disease. The bargaining unit member may submit a written request for notification to the health care facility or coroner who receives the person. The written request must include: the name, address and telephone number of the member; the name of the member's supervisor and complete name of the employing organization, the date, time, location, and manner of exposure. The request for notification is valid for ten (10) calendar days, and may be renewed, if necessary, by resubmitting a second complete request.

If, at the end of the ten (10) calendar day period of the request, no test has been performed, no diagnosis has been made, or the results of any applicable tests are negative, the City will request the facility or coroner to notify the member accordingly.

If a contagious or infectious disease is diagnosed, or confirmed by a positive test result, the City will request the facility or coroner to give oral notification to the member within two (2) calendar days of such findings. A written notification must follow the oral notification within three (3) working days. The oral and written notification of positive results or diagnosis must include: the name of the disease, its signs, symptoms and incubation period, the modes of transmission, the medical precautions necessary to prevent transmission to others, appropriate prophylaxis, treatment and counseling for the disease.

Section 27.4

Any bargaining unit member who believes he may have been exposed to HIV while dealing with another person in the performance of his duties may bring an action in a probate court for an order compelling another person to undergo HIV testing pursuant to section 3701.24 of the Ohio Revised Code.

Section 27.5

All bargaining unit members must report any suspected job-related exposure to their immediate supervisor. This alleged exposure is then to be recorded on the appropriate report form, developed by the City, and permanently maintained in the bargaining unit member's personnel file according to the procedure as outlined by the City.

Section 27.6

If a bargaining unit member has sustained a significant exposure, (puncture wound or splash), to the blood or body fluids of another, a medical workup shall be completed for the member. If, after said workup, it is determined that HIV antibody testing is appropriate for the member by a physician, the following testing guidelines shall be followed:

1. HIV antibody testing shall be performed at each of the following time intervals:
 - a. Within seventy two (72) hours of the incident.
 - b. Three (3) months after the incident.
 - c. Six (6) months after the incident.

Testing results shall be strictly confidential. The bargaining unit member shall also be given the option of anonymous testing and may be referred to an Ohio Department of Health Counseling and Testing Site.

Section 27.7

In the event that the above tests are performed and the results are positive, the member shall be given the Immuno Fluorescent Assay (IFA) Test. The City shall pay all costs for testing of the bargaining unit member. There shall be no releasing of the test results of the Western Blot Test to anyone other than the physician and the member.

In the event a positive test occurs in the IFA Test, the results shall be kept completely confidential between the physician and the member until such time it is finally determined that the member is actually infected.

Section 27.8

In the event of such a final determination, the results shall be kept completely confidential between the physician, the member, and the City.

Section 27.9

If, as a result of the above provided physical examination, it is determined that a bargaining unit member is actually afflicted with AIDS, as opposed to just testing positive for AIDS antibodies, the Employee may:

- a. Continue to work until he is physically unable to do so; or
- b. Elect to be put on injury leave for up to ninety (90) days, and then sick leave, if necessary, pending the approval of his retirement by the Pension System.

Section 27.10

In the event the City elects to place the bargaining unit member on injury leave and then sick leave prior to the member actually becoming incapacitated and, if, as a result of such early removal from duty, the member exhausts his sick leave prior to the approval of his retirement, the City shall grant the member enough additional sick leave to keep the member on full pay status until his retirement is approved.

Section 27.11

In any instance where the bargaining unit member is receiving pay pursuant to the above provisions and such pay is not the result of the member utilizing accumulated leave credits, the City will be entitled to an offset against wages paid by other received payments.

Section 27.12

All costs associated with any and all AIDS tests administered pursuant to this Article, shall be borne by the City.

Section 27.13

The purpose of this Article is to minimize the potential infection of the employee, as well as to minimize the liability of the Employer. It is agreed by both parties to renegotiate the language of this Article as necessitated by changes in technology and Local, State and Federal Laws, which affect the application of this Article. Either party may initiate the renegotiation of this Article upon written notice to the other party.

Section 27.14

At a minimum and for each employee, the City shall provide, pay for and adhere to the HIV post exposure prophylaxis regimens for health-care personnel recommended by the U.S. Public Health Service Guidelines.

ARTICLE 28
DEATH BENEFITS

For the purposes of this section "Line of Duty Death" is defined as a death resulting while the deceased was performing official department business or the death proximately resulted from the deceased's performance of his/her lawful duties as a Police Officer.

Section 28.1

In the event of the death of a Bargaining Unit member, the surviving spouse, child, parent, or other appropriate family member shall be presented with the badge worn by the deceased member. The badge will be suitably encased at the employer's expense.

Section 28.2

If the deceased is killed in the line of duty, the employer shall pay funeral expenses in accordance with the wishes of the officer's family not to exceed \$7,500.

Section 28.3

The Union agrees to have Pall Bearers and honor guards provided and assigned according to the family's wishes at no cost to the city.

Section 28.4

If the deceased is killed in the line of duty and unless requested otherwise by the family, the police department will maintain vigil over the deceased member while the member is open for viewing to the public until interment. Nothing in this article shall prevent a bargaining unit member from volunteering without pay to maintain vigil over the deceased member during hours the police department is not providing vigil.

Section 28.5

The employer will make every reasonable effort to release from duty status those employees who wish to attend the services of the victim officer.

Section 28.6

The employer will erect a suitable memorial plaque to the Bargaining Unit member killed in the line of duty at a conspicuous location at the Madeira Police Department.

Section 28.7

If the employee is killed in the line of duty the employer shall pay the employee's surviving spouse, or if there is no surviving spouse, the employee's children all of the employee's accrued, unused sick leave, vacation time, holiday time and compensatory time as of the employee's date of death. The employer shall also pay the employee's longevity as if the employee had reached their twenty-fifth year of service with the City of Madeira.

Section 28.8

In the event of the death of an employee, the employer shall continue all medical benefits for the surviving spouse and their dependents for the interim period when pension insurance begins.

Section 28.9

The employer shall maintain beneficiary forms to be used in conjunction with this section.

**ARTICLE 29
MILITARY RIGHTS**

Section 29.1

Military leave and pay shall be provided and paid to employees as required by federal and state laws and regulations governing state and federal military leave. The benefits and compensation afforded to bargaining unit employees shall not be less than that provided by such federal and state laws and regulations. This section shall not restrict the City from providing leave and pay greater than that provided by federal and state laws and regulations.

**ARTICLE 30
TRAINING**

Section 30.1

Any employee who attends a training class shall be paid for the training and travel time to and from the training site in accordance with this agreement. When an employee is scheduled to attend training that abuts his shift, the employee shall be given the opportunity to flex his shift that abuts the training, subject to the approval of the Chief of Police. Travel time shall not be paid unless it is in excess of fifty (50) miles (one-way) from the municipal building.

**ARTICLE 31
DURATION**

Section 31.1

- A. This Agreement shall be effective January 1, 2014, and shall remain in full force and effect until 11:59 p.m., December 31, 2016.

- B. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by regular mail. Failure to provide notice shall result in an automatic extension of this agreement for a period of one year.
- C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the OPBA and all prior agreements, either oral or written, are hereby canceled. Therefore, the Employer and OPBA, for the life of this Agreement, each voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.
- D. All provisions of this Agreement shall remain in force and effect until such time as a successor agreement is reached.

APPENDIX A

BENEFITS	IN-NETWORK
<u>Deductible</u> Calendar year or policy year? Individual/Family	Calendar year \$1,500/\$3,000
<u>Coinsurance</u>	100/0
<u>Out-Of-Pocket Maximum</u> Deductible Included? Individual/Family	Yes \$4,500/\$9,000
<u>Lifetime Maximum</u>	Unlimited
CO-PAYS	
Annual Well Visit/Physical	0
Office Visit	\$15
Specialist Office Visit	Not a category in 2005/\$25 in 2006
Pediatric Office Visit	\$15
Vision Exam	\$15
Annual OBGYN Well Visit	0
OBGYN Visit	\$15
Urgent care	\$45
Inpatient Hospital	\$300
Outpatient Hospital	\$100
Diagnostic Services (MRI, EEG, etc.)	\$100
Routine Diagnostic Procedures (blood tests, x-rays w/o contract, EKG, urinalysis, etc., including interpretation)	0, after each office visit co-pay
Emergency Room visit	\$75 (waived if admitted)
Outpatient Surgery	\$100
Mammograms	0
Pharmacy	\$10/\$30/\$50/25%
Mail Order Pharmacy (90 days)	3X Co-Pay
Speech Therapy (60 per calendar year)	\$15
Radiation Therapy or Respiratory Therapy	0
Physical and Occupational Therapy (60 per calendar year)	\$15
Allergy Testing	0, after each office visit co-pay
Allergy Serum	0
Allergy Injections	0
Injections	0, after each office visit co-pay
Spinal Manipulations (20 per calendar year)	\$15
Second Surgical Opinion	\$15
Health Education Services	0, after each office visit co-pay
Specialty Programs, Clinics or Centers (Pain, Sleep Disorder, etc.)	Same as any other sickness
Room Board, General Nursing Care and	\$300 per admission (includes first 10

Medically Necessary Diets	days of well newborn child)
Pre-admission Tests	0
Casts and Splints	20% of reasonable cost
Professional Ambulance Service	0
Durable Medical Equipment	20% of reasonable cost
Skilled Nursing Facility Services (100 days per calendar year)	0
Mental and Nervous Disorders Room, Board, Services and Supplies	\$300 per admission
Partial Hospitalization Services (30 calendar days a year)	0
Hospice Care	0
Bereavement Counseling (within 6 months of death)	0
Chemical Dependency/Alcoholism	\$15 outpatient visit/\$300 per admission/detoxification
Maternity Hospital Room and Board	Same as any other sickness
Maternity Services and Supplies	Same as any other sickness
Maternity Obstetrical Services of a Physician	Same as any other sickness
Pre-natal Care	\$15 first office visit only
Post-natal Care	Same as any other sickness
At Home Post-Delivery Care	0
Tubal Ligations/Vasectomies	Same as any other sickness
Infertility Counseling, Testing and Treatment	20% of reasonable cost
Diabetes Self-Management Training	\$15
Diabetes Equipment	20% of reasonable cost
Diabetes Supplies (30-day Supply)	\$10/\$30/\$50/25%
TMJ	Same as any other sickness, Orthodontics not covered.

Out-of-Network benefits shall be as provided in Humana Option 6, 100/70 National POS
11 Co-Pay \$1,500

SIGNATURE PAGE

In Witness Whereof, the parties have hereunto signed by their authorized representative this 1st day of March, 2014

FOR THE CITY OF MADEIRA

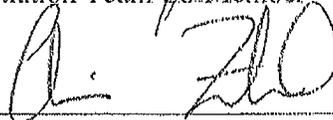
FOR THE OHIO POLICE BENEVOLENT ASSOCIATION



Thomas W. Moeller
City Manager



Negotiation Team Co-Member

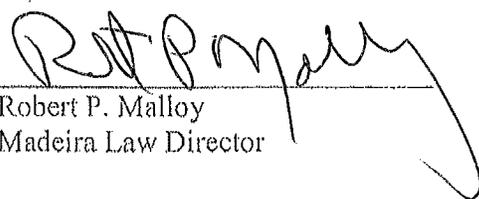


Negotiation Team Co-Member



Mark Volcheck, OPBA Attorney

APPROVED AS TO FORM:



Robert P. Malloy
Madeira Law Director