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AGREEMENT

BETWEEN

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

AND

THE CITY OF FOREST PARK

January 1, 2014 - December 31, 2016

LIEUTENANTS and SERGEANTS

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PREAMBLE

This Agreement is entered into by and between the City of Forest Park, Ohio, hereinafter referred to as the "City" and the Fraternal Order of Police, Ohio Labor Council, hereinafter referred to as the "Union".

ARTICLE 1
RECOGNITION

The City recognizes the Union as the sole and exclusive representative and bargaining agent of all of its employees in the bargaining unit set forth in this Agreement for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment. Included are Sergeants and Lieutenants. Excluded are the Chief of Police, Captains, Patrol Officers and all other employees.

Whenever the male pronoun or adjective is used in this Agreement, it shall be deemed to also include the female, unless otherwise indicated.

ARTICLE 2
MANAGEMENT RIGHTS

Unless the City has specifically set forth in this Agreement a limitation upon the Council's or the City Manager's right or duty to manage the City of Forest Park, or the right of the Chief of Police to manage the Police Department, the city shall retain all rights imposed upon it by law to carry out the administration of government and management of the City including the Police Department. The right to manage shall include, but not be limited to:

A. The right to direct, supervise, hire, promote, transfer, assign, schedule, and retain employees, and also to suspend, discipline, and discharge for just cause.

B. The right to relieve employees from duty, and to determine the number of personnel needed in any agency or department, or to perform any function; determine services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters.

C. The right to purchase equipment, materials, or services, or to subcontract for services.

D. The right to determine the appropriate job classifications and personnel by which government operations are to be conducted; determine the overall

mission of the unit of government; maintain and improve the efficiency and the effectiveness of government operations.

E. The right to make reasonable rules to regulate the work force; establish and amend personnel policies and procedures relating to any matter which is not specifically set forth in this Agreement.

F. The right to take any necessary actions to carry out the mission of the City in situations of emergency; and take whatever actions may be necessary to carry out the wishes of the public not otherwise specified above.

ARTICLE 3
NON-DISCRIMINATION

The City and the Union agree that there shall be no discrimination against any employee relating to employment on the basis of race, color, creed, national origin, age, sex, or disability. The parties further agree that there shall be no discrimination in regard to membership or non-membership in the Union or because of participation or non-participation in any lawful activity on behalf of the Union.

ARTICLE 4
DUES DEDUCTION

The City agrees to deduct from the pay of employees, Union dues in equal amounts as certified by the Union upon receipt of a written authorization executed by the employee for that purpose.

All employees of the Bargaining Unit shall either become dues paying members of the FOP, Ohio Labor Council, or, as a condition of continued employment, remit to the Labor Council, a fair share fee in an amount as determined by the Ohio Labor Council, per month, in accordance with the provisions of ORC 4117.09(C), which amount shall not exceed dues paid by members in the same bargaining unit. Said amount shall be deducted from the wages of all such nonmember employees on the same basis as the deductions made for dues from members of the Labor Council. Nothing in this section shall be construed to require any employee to become a member of the Labor Council.

The Labor Council agrees to save the City of Forest Park harmless in the event of any legal controversy with regard to the application of this provision.

All dues and fair share fees collected shall be paid over by the employer once each month to the FOP, Ohio Labor Council, Inc., at 222 East Town Street, Columbus, Ohio 43215-4611.

ARTICLE 5
PROBATIONARY PERIOD

Promoted employees shall serve a probationary period of six (6) months. An employee who fails a promotional probationary period shall have the right to return to his former classification without loss of seniority or benefits.

ARTICLE 6
EMPLOYEE RESPONSIBILITY

The Union recognizes that the delivery of essential police services in the most efficient and effective manner is of paramount importance and interest to both the City and the Union. Maximized service to the community is recognized to be a mutual desire of both parties within their respective roles and responsibilities. Work procedures, schedules and assignments for improving services may be established and/or revised from time to time in accordance with the Management Rights provision of this Agreement, so long as no right guaranteed under this Agreement is violated. Each employee covered by this Agreement has the primary responsibility to render his utmost in efficient service to the City.

ARTICLE 7
GRIEVANCE PROCEDURE

A grievance is defined as an allegation that the terms of this written Agreement have been violated. 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. Resolution of grievances shall be pursued in accord with the following steps:

STEP ONE

An employee who has a grievance may discuss the grievance with his immediate supervisor if an oral discussion would be conducive to resolving the matter. An oral discussion will, however, not relieve the employee from the obligation of filing a written grievance within the time period set forth herein. A grievance shall be reduced to writing and set forth the details of the grievance (i.e. the facts upon which it is based, the approximate time of the occurrence, the relief or remedy requested), and shall be submitted to the employee's immediate supervisor within ten (10) calendar days after the event which is the cause of the grievance. The day following the date of the occurrence shall be considered the first day of the ten

(10) day period. The immediate supervisor should give his answer in writing to the employee within five (5) calendar days after the grievance was presented to him.

STEP TWO

If the grievance is not resolved at Step One to the satisfaction of the employee, it shall be presented to the Chief of Police or his designee within five (5) calendar days of the decision of the supervisor at Step One. If the supervisor has failed to respond at Step One, the grievance must be submitted to the Chief of Police within twenty (20) days of the date of the occurrence giving rise to the grievance. The Chief of Police should answer the grievance in writing within ten (10) calendar days of the date of the receipt of the grievance.

STEP THREE

If the employee is not satisfied with the resolution of the grievance by the Chief of Police, he may submit the grievance to the City Manager. The grievance shall be presented to the City Manager within ten (10) days of the date of the Chief's reply, or if the Chief has failed to reply, within forty (40) days of the date of the occurrence giving rise to the grievance. The City Manager, or a representative appointed by the City Manager, other than an employee of the Police Department, shall conduct a grievance hearing within ten (10) days of the receipt of the grievance. The employee has the right to be present at this hearing and has the right to be represented by a person of his choice. If the grievance hearing is scheduled during an employee's working hours, he will be relieved from duty without loss of pay in order to attend the grievance hearing. The City Manager's decision shall be in writing and shall be based upon the written provisions of this Agreement.

Arbitration

A. Appeal from Step Three - Should an employee, after receiving the written answer to his grievance at Step Three of the grievance procedure still feel that the grievance has not been resolved to his satisfaction, he may request that it be heard before an arbitrator. The F.O.P. must make application to the City Manager for arbitration within fourteen (14) calendar days of receipt of the written answer from the City Manager at Step Three. Only the F.O.P. may authorize an appeal to arbitration, and its decision, based on the facts presented, shall be binding on the employees covered by this Agreement. Upon request, the F.O.P. will furnish the City appropriate certification that the appeal has been duly authorized.

B. Selection of Arbitrator - Within fourteen (14) calendar days following the City Manager's receipt of the F.O.P.'s application for arbitration, the City Manager and the F.O.P. will consult and attempt to select an impartial arbitrator by mutual agreement. In the event these representatives cannot reach agreement on an arbitrator, by joint letter the parties will request the Federal Mediation and Conciliation Service to submit a panel of arbitrators from which the City and the F.O.P. shall select one by mutual agreement. If agreement cannot be reached as to one mutually acceptable arbitrator from the panel, an arbitrator will then be selected by the representatives of the parties alternately striking names and selecting the final remaining name. The F.O.P. shall strike first and the City and the F.O.P. shall alternate striking first thereafter.

C. Authority of Arbitrator - The arbitrator shall conduct a fair and impartial hearing on the grievance, hearing testimony from both parties, and applying the rules of the F.M.C.S. It is expressly understood that the ruling and decision of the arbitrator, within his function as described herein, shall be final and binding upon the parties. The arbitrator shall have no authority to add to, delete from, or modify the terms of this agreement but may interpret and apply it. The arbitrator shall have the power to issue subpoenas to compel attendance of witnesses.

D. Arbitration Costs - The fee of the arbitrator and the rent, if any, for the hearing shall be borne equally by the parties. The expenses of any non-employee witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript. A member of the bargaining unit who is required to testify at the hearing shall be released from his regularly scheduled assignment, if on duty, to testify at the hearing.

E. Arbitrator's Award - The arbitrator shall render in writing his findings and award as quickly as possible after the hearing, and shall forward such findings and award to the office of the City Manager and the F.O.P. The award, if in favor of the grievant, will be implemented by the City.

Time Limits

The time limits set forth in this grievance procedure may be waived by mutual agreement of the parties in writing. Unless such time restrictions are waived, they shall be strictly applied. The burden of complying with the time restrictions falls upon the employee pursuing the grievance. A failure by the employee to comply with the time limits set forth in this procedure shall result in the termination of the

grievance, and the events giving rise to the grievance shall be deemed to have been proper and in accord with the terms of this Agreement. A failure on the part of any supervisor, department head, City Manager or his representative, to respond within the time limits set forth in this Agreement shall be deemed to be equivalent to a written denial of the grievance.

Legal Representation

Employees filing a grievance shall have the right to legal representation at any time after the completion of step two of this procedure.

ARTICLE 8
DISCIPLINE

SECTION 1. SCOPE

This Article is intended to clarify the administrative process to be followed in the disciplinary process for any discipline that could result in suspension discharge and reduction in pay or rank, prior to the commencement of the grievance procedure. All penalties, as set forth herein, may be appealed through the grievance procedure beginning at Step Two as outlined in Article Seven of the Grievance Procedure, if during the hearing process the Chief of Police is not designated as the hearing officer. If the Chief is the hearing officer then the grievance will begin at step three of the grievance procedure.

SECTION 2. INVESTIGATION OF MISCONDUCT

The City may conduct investigations of alleged misconduct by an employee and may require a member of the bargaining unit to submit written reports, either by general or specific order. A member of the bargaining unit must, upon direction of the Chief of Police or his designated representative, respond completely and truthfully to all questions asked of him which relate to the alleged misconduct. A member shall be entitled to a bargaining unit representative at this inquisitory stage. The responses by the employee, either written or oral, shall be subject to the following:

A. Reports or responses to questions may be used only in the application of administrative justice and may not be used at any stage at any criminal proceedings against the employee.

B. The reports and responses may be used by the City in taking appropriate actions and in defending such actions with respect to discipline or discharge of the employee.

C. Failure by an employee to complete the report or to respond to a relevant question may be deemed refusal and may result in disciplinary action.

SECTION 3. MINOR VIOLATIONS

In the interest of fair and expeditious corrective action, an employee who has allegedly committed a violation of a minor nature relating to his performance may be interviewed by the City prior to oral correction and administrative counseling of the employee.

A disciplinary counseling is an official action of record and shall be noted as such by a supervisor. Such disciplinary counseling may be used in subsequent progression of discipline. However, disciplinary counselings noted three (3) years prior to any administrative hearings are to be treated as confidential and shall not be considered in determinations for future disciplinary action with the exception of repeated violations of the same rule, regulation and/or procedure demonstrating a continuing course of conduct which may be considered for future serious disciplinary action for up to five (5) years prior to any administrative hearing.

The principles of progressive disciplinary action will be followed with respect to minor offenses such as, but not necessarily limited to, tardiness and absenteeism. The progression, where appropriate, will at least include disciplinary counseling, and a suspension for the same or related offense prior to dismissal.

Disciplinary counselings are appealable through the grievance procedure and shall be deemed resolved in accord with the answer of the City Manager, and shall not be subject to arbitration.

SECTION 4. SERIOUS VIOLATIONS

A formal charge of misconduct shall be in written form and shall clearly state the violation allegedly committed by the employee. When an employee is charged with misconduct which may result in suspension, reduction, or dismissal, he shall be given, prior to any administrative conference or hearing and within a reasonable time period, a written copy of the charges detailing and specifying the allegations and advising him of his right to be represented by the FOP representative at any pre-disciplinary administrative conference. A copy of the completed internal affairs report will be likewise be made available upon request to the employee at the time of notification of the charges.

Pre-disciplinary hearings/conferences shall be held either during an employee's scheduled working hours or at a time in reasonable proximity to his/her shifts. Once served with a notice of an administrative conference or hearing, the employee

must choose one of the following: (1) appear at the hearing/conference and present an oral or written statement in his/her defense; (2) appear at the hearing/conference and have a chosen representative present an oral or written statement in his/her defense; or (3) elect in writing to waive his/her opportunity to have a disciplinary hearing/conference. Failure of the employee to elect and pursue one (1) of these three (3) options will be deemed a waiver of the employee's right to the disciplinary hearing/conference. The employee may present any testimony, witness, or documents which explain whether or not the alleged misconduct occurred at the disciplinary conference.

Formal disciplinary hearing/conferences shall be tape recorded by the hearing officer. A copy of the recording shall, at the request of the charged employee, be provided to the employee within forty-eight (48) hours of the close of the hearing. The employee may also record the hearing. All meeting or hearings provided for in this Section may be recorded by the charged employee.

SECTION 5. PERSONNEL FILES

Every employee shall be allowed to review the contents of all of his or her personnel files at all reasonable times, upon written request. If an unfavorable statement or notation is in the official personnel file, the employee shall be given the right to place a statement of rebuttal or explanation in the file within ten (10) days of issuance. An employee's personnel file shall be considered confidential, subject to the provisions of Ohio Revised Code §149.43 and any controlling court decision during the life of the contract.

SECTION 6.

After completion of any administrative appeals under the preceding sections, an employee may appeal further using the grievance arbitration procedure of the preceding article. Any person so appealing shall waive any civil service remedies. Arbitration shall be the exclusive means by which an employee may appeal a disciplinary action.

SECTION 7. RIGHT OF REPRESENTATION

When a supervisor schedules an employee for an investigative conference for the purpose of determining whether or not the employee has committed an infraction which could result in a disciplinary action of record (disciplinary counseling, suspension or dismissal) the employee has the right to be represented at such conference by an FOP employee representative. An investigative conference is a meeting between an employee and his supervisor at a prescribed time and place after the occurrence of the alleged offense. An on-the-spot interview is an

exception to this definition. Witnesses who are not suspected of misconduct are not entitled to a representative, provided that if during any inquiry the witness is deemed to be a subject of possible disciplinary action, he shall be advised of his right to representation and the inquiry shall cease pending his decision to have a representative.

SECTION 8. RELIEVED FROM DUTY

An employee relieved from duty pending an administrative conference or hearing on departmental charges will continue to receive pay if capable of performing duty.

SECTION 9.

An employee who has completed probation cannot be returned to probationary status as a disciplinary measure.

ARTICLE 9
NO STRIKES

The Union and the Employees agree that there shall be no strikes of any kind. The term, "strike", shall have the same definition for purposes of this Agreement as contained in 4117.01(H) of the O.R.C. and include any effort to use sick leave for the purpose of withholding services. Any Employee who is absent from work without permission, or abstains from performance of his or her assigned duties in a normal manner without permission, shall be presumed to have engaged in such a strike. In the event that any Employee is engaged in any violation of this Article, the Union shall, upon notification by Management, immediately order such Employees to resume normal work activities and shall publicly denounce any violation of this Article.

The Union, its officers, agents, representatives, members and all other Employees covered by this Agreement shall not, in any way, authorize, assert, encourage, participate in, sanction, ratify, condone, or lend support to any strike. Any strike of the Employees entered into, or any strike called for by the Union, shall constitute a breach of this Agreement and shall abrogate the obligations of the City under this Agreement. In law, the City shall have the right to impose discipline up to and including discharge for any Employee who authorizes, condones, or lends support to any strike. In the event of a strike, Union officers and representatives will continue to carry out their duties as Employees and will take positive action to bring the strike to an end.

ARTICLE 10
SENIORITY

Seniority shall be defined as the length of continuous, permanent, full-time service from the Employee's date of hire. Seniority shall not be available to Employees during their probationary period, but shall be retroactive to the date of hire upon successful completion of the probationary period.

Seniority shall be lost when an Employee: (I) resigns; (2) is discharged; (3) is laid off and not recalled within three (3) years; (4) is off the payroll for any reason whatsoever except military service for one (I) calendar year.

ARTICLE 11
WAGES

SECTION 1.

A. Effective January 1, 2014, rates of pay for bargaining unit employees shall be as follows:

Sergeants	1	2	3
Hourly	$39.0114	$39.1132	$39.2150
Annual	$81,134.79	$81,355.47	$81,567.11

Lieutenants	1	2	3
Hourly	$43.6928	$43.8068	$43.9208
Annual	$90,881.05	$91,118.13	$91,355.17

B. Effective January 1, 2015, rates of pay for bargaining unit employees shall be as follows:

Sergeants	1	2	3
Hourly	$39.7917	$39.8955	$39.9993
Annual	$82,766.67	$82,982.58	$83,198.46

Lieutenants	1	2	3
Hourly	$44.5667	$44.6829	$44.7992
Annual	$92,698.67	$92,940.49	$93,182.27

C. Effective January 1, 2016, rates of pay for bargaining unit employees shall be as follows:

Sergeants	1	2	3
Hourly	$40.5875	$40.6934	$40.7992
Annual	$84,422.00	$84,642.24	$84,862.43

Lieutenants	1	2	3
Hourly	$45.4580	$45.5766	$45.6952
Annual	$94,552.64	$94,799.30	$95,045.92

The salary of the Sergeant above shall be 14% greater than the top step salary of the Police Officer. Step 1 shall be $.20 per hour less than the top step Sergeant rate. Step 2 shall be $.10 per hour less than the top step Sergeant rate. These cents-per-hour differences shall continue each year hereafter.

The Salary of the Lieutenant shall be 12% greater than the corresponding salary step of the Sergeant. The differential of 12% shall be maintained for the term of this agreement.

In the event that non-represented City employees receive a general wage increase greater than the percentage set forth here, the rate of increase for bargaining unit members shall increase so that it is equal to the increase granted to non-bargaining unit members.

SECTION 3.

For the term of the Agreement the City will pick up and report the Employee's 10.0% contribution to the Police and Fire Pension Plan in accordance with Pension Plan regulations governing pick-up under the salary reduction method.

Any increase in the employee contribution rate during the term of this Agreement shall be paid by the employee.

Should the Internal Revenue Service determine that picked-up employee contributions are subject to Social Security tax, the employee shall pay such tax.

ARTICLE 12
VACATIONS

SECTION 1.

Each permanent and full-time employee is eligible for vacation with pay in accordance with his length of service based upon a calendar year as follows:

A. Any employee with continuous service of at least one (1) year, but less than five (5) years, shall receive vacation with pay of two (2) basic work weeks.

B. Beginning with the year in which an employee will complete his fifth (5th) anniversary of continuous service, through the year the employee will complete his twelfth (12th) anniversary of continuous service, he shall receive vacation with pay of three (3) basic work weeks.

C. Beginning with the year in which an employee will complete his thirteenth (13th) year of continuous service through the year the employee will complete his nineteenth (19th) anniversary of continuous service, he shall receive vacation with pay of four (4) basic work weeks.

D. Beginning with the year in which an employee will complete his/her 20th year of continuous service and thereafter, he shall receive vacation pay of five (5) basic work weeks.

E. Vacation time will not be permitted to accrue to an amount beyond that accrued annually except under such unusual work circumstances when it has been impossible for the employee to take his vacation and then only with the written permission of the Chief of Police and the City Manager. In no event shall vacation leave be permitted to accrue beyond that accumulated in a two-year period, and in no event shall it exceed a maximum of five (5) calendar weeks. The time which an employee shall take his vacation shall be determined by the Chief of Police with due regard for the needs of the service. Regular full-time employees who are separated from the service may be compensated for vacation accrued up to the date of separation.

F. Vacation pay shall be based on normal pay received for a forty-hour work week.

G. An employee who resigns without giving at least ten (10) calendar days prior written notice shall forfeit any unused vacation leave to his credit, or pay in lieu thereof, on the date of separation.

H. In the event an employee dies while in paid status in the City service, any unused vacation leave to his credit shall be paid in a lump sum to the surviving spouse, or to the estate of the deceased.

I. When a City-observed holiday falls within the employee's scheduled vacation period, the employee shall be granted an additional day's pay.

J. Vacation shall not be granted in increments of less than two hours.

SECTION 2.

Normally, employees will be permitted to take vacations at the time requested. A vacation request may be denied if the workload in the department justifies such denial. Vacation selections within the supervisors bargaining unit will be based on rank and time in grade (rank). If two (2) or more supervisors request the same vacation date and a conflict exists, the supervisor with the higher rank shall prevail. If the conflict is between two members of the same rank (grade), the supervisor with the greatest time in that grade (rank) will prevail.

SECTION 3.

An employee who is injured, or becomes ill while on vacation, shall be charged with vacation leave and may not convert such absence to sick leave.

ARTICLE 13
HOLIDAYS

A. Employees shall receive eleven (11) full paid holidays, and one (1) personal day as follows:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day
Columbus Day (second Monday in October)
Thanksgiving Day
The day following Thanksgiving
Christmas Eve Day
Christmas Day
Personal Leave Day

Employees may carry one personal day over to the following year not to exceed two (2) personal days per year.

B. An employee who works on a holiday shall be paid an additional hour's pay for each hour worked on the holiday. An Employee may, at his/her option, elect to bank and take holiday time off equal to the holiday hours. Holiday time shall accrue and be bankable when the holiday occurs. Such banked holiday time shall be taken at a mutually agreeable date and time, shall not interfere with the efficient and effective operation of the department, and shall be used consistent with the department's policy on comp. time. If a holiday occurs on an employee's scheduled off day, he shall be paid an additional day's pay. An Employee may, at his/her option, elect to bank and take holiday time off equal to the holiday hours. Such holiday time shall be taken at a mutually agreeable date and time, shall not interfere with the efficient and effective operation of the department, and shall be used consistent with the department's policy on comp. time. An employee who works on July 4, Thanksgiving or Christmas shall be paid 1-1/2 times his/her regular rate for each hour worked on any of those days. An Employee may, at his/her option, elect to bank and take banked holiday time off equal to the holiday hours. Such holiday time shall be taken at a mutually agreeable date and time, shall not interfere with the efficient and effective operation of the department, and shall be used consistent with the department's policy on comp. time. For purpose of calculating over time, all hours worked on a holiday shall be counted as straight time hours regardless of how those hours are paid. Any holiday time earned under this Section which has not been taken or scheduled prior to November 1 of any calendar year, shall be paid out consistent with the department's policy on comp. time at the rate of one (1) hours pay for each hour credited. At the City's option, the holiday bank time may be paid in the same check as any comp. time payout. Holidays occurring after November 1 of each year must be taken and paid in the pay period in which it occurs. Holiday time shall not be counted as compensatory time as outlined in Article 19, Section 3 of this agreement.

C. The personal leave day may be taken at the employee's discretion, provided he has received the supervisor's prior approval, which will not be unreasonably withheld. Requests for use of a personal leave day shall be made in writing to the supervisor. If, because of an unusual workload, an employee has been unable to take a personal leave day, it may be carried over to the next year. Not more than two (2) personal leave days may be accumulated. Personal leave days may not be taken during a probationary period.

ARTICLE 14
SICK LEAVE

Sick leave with pay shall be granted to all permanent full-time employees at the rate of one and one-quarter (1 1/4) days for each full month of active service. An employee in probationary status may utilize sick leave at the discretion of the department head who may require a statement from a licensed physician.

A. Sick leave shall not be considered as a privilege which an employee may use at his discretion, but shall be allowed only in case of necessary and actual sickness or disability of the employee, or because of illness in his immediate family which necessitates his absence from employment.

B. To receive compensation while absent on sick leave, the employee shall notify his immediate supervisor prior to the time set for beginning his daily duties. The Chief may require an employee to furnish a satisfactory written affidavit to justify the use of sick leave. If medical attention is required, or if an employee is absent for more than four (4) consecutive working days, a certificate stating the nature of the illness from a licensed physician may be required to justify the use of sick leave with pay.

C. Unused sick leave may be accumulated to a total of not more than 225 working days. The employee shall not be compensated for unused sick leave expect as provided below:

   Upon retirement from the City service, or in the event an employee dies while in paid status with the city, an employee, or the surviving spouse, or representative of the estate of the deceased, may elect one of the following:

   1. Be compensated for accrual of sick leave days (225 days maximum) at the rate of one day's pay for each two (2) days accumulated; or,

   2. Take up to one hundred twelve (112) days terminal leave at the rate of one (1) day for each two (2) days of accrued sick leave (225 days maximum) immediately preceding retirement date.

D. Illness or disability arising out of pregnancy, or a pregnancy-related condition, shall be reason for use of sick leave. During the six week period following delivery there shall be no requirement to provide medical certification of illness or disability. A doctor's certificate may be required for extended absence relating to pregnancy after such six week period.

E. Bargaining unit members who have not used any sick time between January 1 and September 30 will earn one (1) personal day to be taken by December 31. If the day is not taken by December 31 consistent with the department's policy on personal days, the day shall be forfeited, i.e., it shall not be carried over. A bargaining unit member must notify the Chief of Police or his designee for approval to apply to take an earned day/personal day consistent with the usage of personal time. Bereavement Leave shall not be counted as an absence. A personal day will be the number of hours the employee is normally scheduled to work when the employee takes the personal day.

A bargaining unit member injured in the line of duty, who submits a written report, approved by the Chief of Police, will not have any absence from this on-duty injury count against accruing a personal day.

ARTICLE 15
INJURY LEAVE

Leave with pay shall be granted to permanent employees for injuries occurring while on the job if such injuries arise out of the scope of employment, in accordance with the following:

A. All permanent employees shall be allowed injury leave with pay for a period not to exceed twelve (12) calendar months from the date of a service-connected injury, provided such injury is immediately reported to the employee's supervisor subject to the provisions of this section.

B. Compensation during the injury leave shall be his regular pay less any pay from disability or workers' compensation, but he will be fully compensated during the waiting period. A decision of the Bureau of Workers' Compensation that an injury or disability is compensable is not controlling on the City Physician.

C. Injury leave with pay shall be granted to an employee only for injuries or other disabilities determined by the City Physician as caused or induced by the actual performance of the duties of his position. The decision of the City Physician shall be based upon his best professional judgment and shall be final. A denial of injury leave on the basis of the determination of the City Physician shall not be subject to the grievance procedure, nor can such decision be appealed to the courts.

D. If, in the judgment of the City Physician, the injury is such that the employee is capable of performing his regular duties or light duties during the period of

convalescence, he shall so notify the City Manager in writing and deny injury leave with pay. Whenever an employee is required to stop working because of an injury or other service connected disability, he shall be paid for the remaining hours of that day, or shift, at his regular rate and such time shall not be charged to leave of any kind.

E. Pending a decision by the City Physician, an injured employee may be carried on personal sick leave with pay which shall be restored to his credit upon certification by the City Physician that injury leave has been approved.

F. Time off for the purpose of medical examinations and/or treatments resulting from injury on the job shall be charged to injury leave.

G. The provisions of this section shall not apply to intentional self-inflicted injury or injuries caused by an employee's own negligence or horseplay.

H. An employee shall be permitted to use accumulated sick leave during any period of illness or disability which extends beyond the twelve (12) calendar months of injury leave.

ARTICLE 16
OTHER LEAVES

Leave with pay may be granted to employees for the following:

A. Military leave shall be granted consistent with current state laws.

B. Jury Duty Leave. A City employee, while serving upon a jury, will be paid his regular salary for the period of time so served, less whatever amount the employee may receive as compensation for his services as a juror. Employees shall continue to accrue sick leave and vacation credits while serving on a jury.

C. Examination Leave. Time off with pay shall be allowed City employees participating in the City civil service tests, or taking a required examination pertinent to their City employment before a state or federal licensing board.

D. Bereavement Leave. An employee shall be granted up to five (5) days leave of absence with pay upon the recommendation of the Chief of Police in case of a death in the employee's immediate family. An employee's immediate family shall include his father, mother, sister, brother, spouse, child, step-child, mother-in-law or father-in-law.

One day shall be granted in case of the death of a grandparent, grandchild, or any in-law or other relative living in the employee's household. The Chief of Police may grant more than one day under compelling circumstances.

Bereavement leave shall be for the purpose of taking care of necessary family business and attendance at a funeral or memorial service.

ARTICLE 17
MERIT BONUS

A. Merit bonus

1. As a performance incentive the city shall provide merit pay in the following manner:

   a. Performance based incentive:

      Any supervisor who receives an above average overall performance evaluation, does not fail any portion of the department's prescribed agility test, and does not fail any required state firearms qualification will receive a one-time payment of $50.00.

   b. Certification tier one*

      Any officer who is tested and receives a tier one certification or recertification prior to December 31 of each year will receive a lump sum payment of $50.00. Anyone of the following components must be successfully completed for certification of tier one.

   c. Certification tier two*

      Any officer who is tested and receives a tier two certification or recertification prior to December 31 of each year will receive a lump sum payment of $100.00. Anyone of the following components must be successfully completed for certification of tier two.

      - Certified Ohio Peace Officer Training Instructor
      - Certified Voice Stress Analyst
      - Receive An Associate Of Science Or Arts Degree In A Related Criminal Justice Field

- Certified Canine Officer
- Dare Officer
- Master Evidence Technician

d. Certification tier three*

Any officer who is tested and receives a tier three certification prior to December 31 of each year will receive a lump sum payment of $200.00. Anyone of the following components must be successfully completed for certification of tier three.

- Certified Crime Scene Analyst
- Certified Crime Prevention Specialist
- Certified Community Policing Officer
- National Police Officer Law Enforcement Certification
- Bachelor Of Science Or Art Degree In A Related Criminal Justice Field
- Graduate Degree In A Related Criminal Justice Field
- Graduate From Police Executive Leadership Course
- Graduate FBI National Academy
- Southern Police Institute Command Staff Course
- Northwestern Traffic Institute Command & Staff Course
- Graduate Of The Certified Law Enforcement Executive Course

2. Officers can only receive one merit payment annually. This payment will be based upon the highest merit, i.e. certification tier earned prior to December 31 each year. The merit pay is not cumulative. I.e. if you are certified or recertified as an intoxilizer operator (tier 1 $50) and get certified as an Ohio peace officer training commission instructor (tier 2 $100) you would receive the tier 2 payment of $100.00 not both.

3. Supervisor bargaining unit members share in the departmental merit pay pool with the members of the police supervisor's unit. The total amount of money available in the department's merit pay pool will not exceed the sum of $3,000.00 per year. In the event applications for payment would exceed the $3,000.00 limit, payments will be made to members according to the chronological order of dates the award or certification is achieved. An earlier achievement date shall prevail over a later achievement date.

*any required state certification will be included in the tier appropriate to the certification.

ARTICLE 18
INSURANCE

The City shall provide medical, dental, and term life insurance for permanent full-time employees as follows:

SECTION 1.

Bargaining unit employees will contribute 15% of the total cost of the healthcare insurance plan.

In the event that health insurance premiums are reduced, the City and bargaining unit will negotiate the application of any savings reductions or rebates that would be received by the health insurance carrier.

If any group of City Employees pays less than the percentages of the cost set forth above for healthcare insurance during the term of this Agreement, bargaining unit employees shall pay that same amount toward the cost of healthcare insurance. Bargaining unit employees shall never pay more toward the cost of healthcare insurance than the lowest amount paid by any other group of employees.

For purposes of this section, "group" means non-represented employees or organized employees of the Fire Department or organized employees of the Public Works Department.

SECTION 2.

For the purposes of health insurance only, in order to comply with the Affordable Care Act, "permanent full-time employees" is defined as including all employees who perform prescribed duties on an established schedule of 30 or more hours per week. Part-time employees working less than 30 hours per week and casual and seasonal employees working less than fifty-two (52) weeks per year are excluded from the insurance coverage provided in this article.

The City shall have the right to change insurance carriers provided the benefits of the existing insurance remain substantially equivalent under any new plan.

The City shall maintain the current health insurance plan through the current plan year, i.e., through11/30/14. Thereafter, the following shall apply.

Should the City continue to offer a traditional HMO/PPO designed insurance plan, bargaining unit members will pay a maximum of 15% of the applicable health insurance premiums of the plan chosen. Deductibles will not exceed $1,500 single

and $3,000 family/all other. Bargaining unit employees shall never pay more toward the cost of healthcare insurance than the lowest amount paid by any other group of employees.

The City has a long-standing process for managing the health insurance of City employees. This process is democratic, interdepartmental, and includes both management and non-management employees. Provided the City substantially continues to follow this process, the City may after 11/30/14 change: carriers, coverage's, deductibles, co-pays, or other terms and conditions of the health insurance plan at any time. The City shall at all applicable times comply with the Affordable Care Act and relevant regulations promulgated thereunder. In the event the Affordable Care Act is repealed or substantially amended, either party to this agreement may require collective bargaining to negotiate with regard to the impact of such repeal or amendment on the City's health insurance plan. If the City fails to adhere to the longstanding democratic process described above, then health insurance benefits shall remain substantially equivalent after 11/30/14.

The City shall give notice to the Union of any such changes to the insurance as soon as possible when the City learns of them. The employees in this bargaining unit shall remain in the group participating in the health insurance decisions for the term of this agreement and be represented in this process by persons selected by the Union. The Union may elect to withdraw from participation in the aforementioned process by serving notice on the City 90 days, or sooner, from the end of the term of this contract.

SECTION 3. LIFE INSURANCE

The City will provide group life and accidental death and dismemberment insurance in the amount of a year's base salary for the duration of the Agreement.

SECTION 4. PROFESSIONAL LIABILITY INSURANCE

The City will provide professional liability insurance, if available at a reasonable cost, with minimum limits of $500,000 per person, $500,000 per incident, and $1,000,000 aggregate subject to the limits and exclusion contained in the applicable insurance policy. (The City will have the option to self-insure this coverage.)

SECTION 5. ADDITIONAL PROGRAMS

The City, at its option, may make available such additional medical and insurance programs which, in the City's opinion, will be beneficial to the employees.

ARTICLE 19
HOURS OF WORK

SECTION 1. HOURS

The Chief of Police shall have the right to establish a normal work week of five (5), eight (8) hour work days followed by two (2) days off, or four (4) eight and one half (8 1/2) hour work days followed by two (2) days off, or four (4) ten (10) hour work days followed by three (3) days off.

Employees may be assigned to a rotating work schedule in which the employee's off days change according to a predetermined schedule.

The Chief of Police shall, in the event of illness or absence of an employee, or for emergency reasons, have the right to assign officers to a work day or work week which differs from the normal work week. Nothing herein shall control the right of the Chief of Police to change the normal work week.

SECTION 2. OVERTIME

Overtime will be paid or compensatory time granted in a nondiscriminatory manner at a rate of time and one-half the employee's regular rate of pay. During pay periods 25 and 26 of every year, all overtime will be submitted and paid as overtime pay. No compensatory time will be submitted or approved during these pay periods. Compensatory time may be accrued during all other pay periods.

In order to be paid at an overtime rate, the employee must work more than 34 hours in the 4-2 work week, or more than 40 hours in a 5-2 work week or a 4-3 work week, or more than 8 hours, or 8-1/2 hours, or 10 hours, depending on the work week, in any 24 hour period. Vacation days and sick leave are not considered as days worked when determining eligibility for overtime. Any time an employee is requested to report for work and is not scheduled for work at that time, he will be paid a minimum of 2 hours at the rate to which he is entitled unless that time precedes the employee's starting time for that day by one hour or less. There shall be no pyramiding of overtime.

SECTION 3. COMPENSATORY TIME

Compensatory time off in lieu of overtime pay shall be granted within the eighty hour limit at the option of the employee. Compensatory time will be granted at the rate of time and one half for each overtime hour worked. Compensatory time shall be allowed to accumulate to a maximum of one hundred twenty (120) hours comp time. Holiday and personal leave are not to be considered as

compensatory time. All compensatory time shall be used prior to the end of the calendar year, or the City shall pay off up to forty (40) hours of accumulated time by separate check not later than December 1. All other compensatory time shall be used by November 15, or be approved for use by the member's supervisor before November 15.

ARTICLE 20
COURT TIME

Whenever it is necessary for an off-duty officer to appear in Mayor's Court, Municipal Court, Common Pleas Court, U.S. District Court, or appear at a hearing before any tribunal maintained by an agency of state or federal government, on matters pertaining to, or arising from and on behalf of the City of Forest Park, police business, or whenever it is necessary for an off-duty officer to appear before the prosecutor for a pretrial conference, the officer shall turn in an overtime court form to his supervisor. Court time shall be compensated at the rate of time and one-half (1 1/2) the Employee's regular hourly base rate, with a minimum of three (3) hours pay, at such rate. The City has the option of paying the court time as overtime pay or compensatory time. Discretion to pay overtime or comp time shall be exercised in a non-discriminatory manner. An officer who leaves from home for court other than Forest Park shall be considered to have commenced his work activity thirty (30) minutes before his docket report time.

An officer who works a full third shift and is required to be in Court before 11:00 a.m. may remain on the clock and continue to work until one-half hour before the scheduled court appearance. The three hours court time shall commence one-half hour before the scheduled court appearance.

ARTICLE 21
UNIFORMS

The City will continue to provide to all full-time sworn officers the required uniform without cost to the officer. Worn, torn or otherwise unusable uniform pieces will be replaced by the Chief of Police.

SECTION 1.

The Chief of Police shall maintain a clothing allowance account, amounting to a maximum of $800.00 per year for each employee covered by this Agreement. Arrangements will be made for suppliers to bill the city directly for any approved purchase of uniform equipment. Uniform purchases will be considered to be purchases of pants, shirts, shoes, (including running shoes), coats, ties, belts, leather goods, socks, gloves and hats and other additions to or changes in the uniform as

determined by the Chief of Police. Equipment as determined by the Chief of Police may be purchased through this account with mutual consent of the FOP. If the maximum of $800.00 per employee is not used by the employee, the remaining money reverts to the City General Fund.

SECTION 2.

Every five (5) years the City shall, at the request of the employee, replace the soft body armor at no cost to the employee. The soft body armor shall not be considered a part of the clothing allowance.

SECTION 3.

Any legitimate clothing expense allowance authorized by ordinance or established City policy shall be in addition to regular salary and shall not be deducted from salary.

SECTION 4.

Each police investigator or non-uniform officer shall be allowed an account of $800.00 upon transfer to the position of investigator, to be used for the purchase of clothing suitable to the position. In each succeeding year, an investigator shall be allowed reimbursement for replacement and repairs to clothing used in the course of his employment up to the amount of $800.00 per year.

SECTION 5.

Employees shall be paid an annual cleaning allowance of $200.00. The allowance shall be paid during the first pay period in June. As an alternative, the City shall pay the cost of cleaning up to five uniform pieces per week for each employee.

ARTICLE 22
ALLOWANCES AND EXPENSES

SECTION 1. REIMBURSEMENT FOR EXPENSES

Any legitimate expense allowance authorized by ordinance or established City policy shall be in addition to regular salary and shall not be deducted from salary payable.

Employees required to use their own vehicles on official City business or for City related travel, shall be reimbursed at the IRS mileage reimbursement rate of plus parking expenses incurred for which receipts shall be presented. Mileage

reimbursement will not be paid for going to and coming from Mayor's Court.

Employees who travel on official City business or for City required training or professional development purposes will be reimbursed for reasonable travel expenses, including the appropriate air, rail, or bus fares, parking, lodging and meals.

Registration fees for conferences, seminars and other such events which are attended by employees at the request of the City shall be paid by the City either by direct payment, by advance or by reimbursement to the employee.

SECTION 2. TUITION REFUND PROGRAM

As a further aid to improve employee proficiency, the City may grant a tuition refund of up to $1,200.00 per employee per year for completing courses or programs, provided that the following requirements are met:

A. An employee must have had at least two years of satisfactory service with the City and must have, in advance, the written approval of his department head and the City Manager.

B. The course of instruction is related to the employee's current position. The City's share shall be limited to one half of tuition, up to $1,000.00 per employee per year if the employee makes a grade of "B" or better on the course; if his grade is "C", he is eligible for refund of one third of the tuition cost - not to exceed $500.00 per employee per year.

C. An employee seeking reimbursement under this provision must have approval of the Chief at least six months prior to starting the course or program.

SECTION 3. BADGE AND GUN AT RETIREMENT

Employees retiring after fifteen (15) years of service shall be offered the opportunity to purchase their service weapon at nominal depreciated cost. Employees retiring after fifteen (15) years of service shall be given their badge. Those who retire by way of a mental/psychological disability through the Police and Fire Pension Fund will be excluded from the offer of purchasing their service weapon.

ARTICLE 23
LAYOFFS

SECTION 1. LAYOFF

Layoff of employees shall be made in the inverse order of the date when an employee first entered into service with the Forest Park Police Department. If it is found that two or more employees have the same starting date, then layoff order for the employees involved shall be determined by their Civil Service ranking at the time they began service with the City.

SECTION 2. RECALL

Should a position in the Police Department once abolished or made unnecessary be found necessary to be re-created or re-established within three years from the date of abolishment the oldest employee in point of service of those laid off shall be entitled to the position, providing he was at the date of his separation a regular and permanent employee.

SECTION 3. CONTRACT PREVAILS

The provisions of this Article shall prevail over civil service law or regulation and shall be the exclusive means by which layoff and recall are regulated.

ARTICLE 24
BULLETIN BOARD

Bulletin board space will be provided within the Police Department facility for use by the FOP and members of the bargaining unit. The City may post notices on the board of matters relating directly to police business and vacancies within the Police Department. The FOP may post on the board notices relating to recreational and social events applicable to members of the bargaining unit; election and election results; general membership meetings and other related business meetings; general FOP business of interest to members of the bargaining unit.

ARTICLE 25
PAY STEP DENIALS

Employees covered by this Agreement may use the grievance procedure when any pay raise is denied to the employee. If a grievance on a pay step is granted to the employee, a gross pay adjustment will be made to the date the pay step should have gone into effect.

ARTICLE 26
FITNESS/ABILITY

SECTION 1. PURPOSE

The objectives of this testing are to support and encourage officers in the maintenance of good health and fitness, to assist officers in the performance of duties during high levels of stress, physically demanding circumstances and under hazardous or dangerous conditions. The ultimate goal of the program is to develop and maintain a physically fit force capable of responding to and effectively dealing with emergency situations.

SECTION 2. POLICY

It is the policy of this department that all full-time, part-time and auxiliary officers will be required to participate in and successfully complete the requirements of the physical ability testing program. Employees are expected to maintain the ability to satisfactorily perform the duties of their job. The requirement for testing is no different than any other basic requirement such as personal grooming, firearms qualification, maintaining a drivers license, etc.

SECTION 3. PROCEDURE

All full-time, part-time and auxiliary officers will be required to actively participate in the testing once during each calendar year.

SECTION 4. COMPLIANCE

A. FITNESS ABILITY TESTING

1. EMPLOYEES HIRED BEFORE JANUARY 1, 1999

   The testing will include the current testing methods conducted by the department over the last eight years with the option of a ¼ mile run, running/walking 1.5 miles or walking 3 miles (see attached). Pass/failure times are inclusive. Failure is based upon a poor rating. Participation will be mandatory once a year. Remedial testing will occur during the summer.

2. EMPLOYEES HIRED ON OR AFTER JANUARY 1, 1999

   The testing will include the current testing methods conducted by the department including a 1.5 mile walk/run for those 20-29, a 1 mile run for those 30-39, a .50 mile run for those 40 and older. Officers may elect to participate at a younger age bracket if they so desire. Pass/failure times are inclusive. Failure is based upon a poor rating. Participation will be mandatory once a year with remedial testing in the fall.

B. DISCIPLINE

Officers who do not meet the minimum passing level or fail to improve over their best previous failing performance are subject to progressive discipline.

1. The first time an officer fails any portion of the process, he/she is subject to a counseling letter. As long as this officer improves over their previous performance during additional or remedial testing, they will only be subject to this level of discipline. Officers are expected to do their best in their initial testing.

2. When an officer fails to improve during any subsequent testing, they are subject to the next level of the disciplinary process; i.e. disciplinary counseling. As long as this officer improves their performance during additional or remedial testing, they will only be subject to this level of discipline. This process continues through the steps listed in C. Improving performance is associated with failing any portion of the testing process. Anyone meeting the minimum passing levels is encouraged, but not required, to improve their performance.

3. Essentially, as long as an officer is improving, progressing toward passing the testing process, they cannot be disciplined above their original counseling letter. Progressing is defined as reducing the time that it takes you to complete one of the following options: the ¼ mile run, the 1.5 mile run/walk, the 3 mile walk or the obstacle course. The stretcher lift is pass or fail based upon ability to go up and down the steps as described in the testing process.

C. STEPS OF PROGRESSIVE DISCIPLINE*

1. Counseling letter

2. Disciplinary Counseling/oral reprimand

3. Disciplinary Counseling with loss of eligibility to work off duty details

4. Minor suspension 1-5 days

5. Minor suspension 3-5 days

6. Major suspension 6-10 days, special evaluation rating of below average

7. Major suspension 11-20 days, special evaluation rating of unsatisfactory

8. Anyone continuously failing to improve over the previous testing process after 24 months of mandatory testing and compliance will receive a major suspension of 25-30 days.

9. Anyone continuously failing to improve over the previous testing process after 30 months will receive a major suspension of 25-30 days and will be subject to a fitness for duty examination.

NOTE: The described steps occur in approximately four month increments. Dismissal would only occur with a determination that officer was deemed unfit for duty.

* Privileges lost as the result of failing to improve over the last testing process can be reinstated if improvement is shown over the last testing event.

D. MEDICAL CONDITIONS AND PHYSICALS

1. Officers shall obtain a physical once a year. Officers who have not successfully passed the ability test in the past may be required to obtain a physician's approval before being allowed to participate. Officers will inform the doctor of the test requirements. Cost for the physical will be covered by employee's insurance. Any cost in excess of insurance coverage will be paid for by the City. The employee shall be credited one (1) hour of overtime if the physical exam is completed outside duty hours.

2. Medical conditions that preclude an officer from taking the test must be supported with a physician's statement. Physician's statement must describe condition and expectations regarding participation in the testing process for the future. Permanent or persistent medical conditions may be evaluated by the city physician. The decision of the city physician regarding an employee's fitness to do the job will be final.

SECTION 5. PHYSICAL ATTRIBUTES ESSENTIAL JOB FUNCTION**

A. GROSS NEUROMUSCULAR/CARDIORESPIRATORY

1. Strength/Power - the ability to exert force

2. Muscular Endurance - the ability to perform repeated muscular contractions up to a few minutes duration such as running short distances and other muscular challenges such as physically restraining violent subjects

3. Mobility - officers must have the ability to move about

4. Agility - the ability to make well coordinated movements

5. Aerobic - the ability to perform repeated muscular contractions over an extended period of time exceeding several minutes and up to an hour or more

6. Respiratory Muscle - the ability to generate a forceful expiration

B. FINE NEUROMUSCULAR

1. Finger Dexterity - the ability to finely control the fingers

2. Reaction Time - the ability to respond quickly to a stimulus

3. Eye hand Coordination - the ability to respond with the use of the hands to visual stimuli (reacting to a punch thrown, subduing a suspect with controlled and directed movements, use of weapons and equipment)

C. SENSES

1. Speech - the ability to communicate through speech

2. Hearing - the ability to hear sound

3. Vision - the ability to see

4. Smell - the ability to smell and distinguish odors

5. Environmental Tolerance - the ability to tolerate various extremes in weather conditions

** Definitions taken from a study by the Florida Department of Law Enforcement, Division of Criminal Justice Standards and Training

SECTION 6. CRITICAL AND ESSENTIAL TASKS OF BEING A POLICE OFFICER ASSOCIATED WITH FITNESS ABILITY TESTING

A. There are various tasks from critical incidents that are associated with the quarter mile run, 1.5 mile run or 3 mile walk

1. Critical Tasks Include:

- Running/walking with a canine unit
- Foot pursuits, sprinting short distances
- Walking great distances during searches for evidence, lost persons or suspects
- Defense of one's life or the lives of others

2. Essential Tasks Include:

- Ability to follow directions
- Appropriate use of radio equipment
- Pursuit of fleeing suspects
- Following fellow officers who are in pursuit
- Providing security for canine units who are tracking suspects
- Looking for lost, missing or wanted persons
- Searching for evidence
- Searching for suspects in buildings, houses or property
- Apprehension of suspects
- Assisting in the defense of one's life or others
- Maintenance of personal fitness
- Ability to run or walk during training

B. These are various tasks that are associated with the obstacle course

1. Critical Tasks:

- Defensive tactics such as dropping and rolling
- Climbing over 3' to 6' fences
- Administering first-aid/CPR
- Low crawling to remain unseen or below a field of fire
- Taking cover to get away from gunfire
- Ability to fire and control firearm

2. Essential Tasks:

- Ability to follow directions

- Gaining entry into residences, businesses or buildings
- Pursuit of fleeing suspects
- Following fellow officers who are in pursuit
- Providing security for canine units who are tracking suspects
- Looking for lost, missing or wanted persons
- Searching residences, buildings or businesses
- Apprehension of suspects
- Assisting in the defense of others or themselves
- Ability to restrain offenders in emergencies
- Maintenance of personal fitness and strength
- Ability to run amid obstacles in training
- Getting to an injured person in a house, vehicle, etc.
- Apprehending suspects
- Subduing violent, or resisting, subjects

C. There are various tasks that are associated with the stretcher carry

1. Critical Tasks:

- Extracting, carrying or dragging suspects
- Pushing a vehicle
- Administering CPR
- Carrying victims, suspects or injured persons
- Carrying equipment in an emergency
- Possessing personal strength and fitness

2. Essential Tasks:

- Administering aid to injured persons at accidents, service calls, etc.
- Apprehending suspect
- Evacuating passengers from vehicles or people from buildings
- Assisting officers in making arrests
- Assisting firefighters and paramedics during emergencies

PHYSICAL ABILITY TEST

It is in the officer's best interest to prepare themselves as early as possible for the physical ability test. Officers may be disqualified during any event if heartbeat or respiratory system is determined to be abnormal by an EMT (Emergency Medical Technician) or if the testing officer believes it is in the best interest of the employee.

The following agility tests are minimum requirements for the police division. Failure to successfully complete this part of the testing procedure will eliminate any credit for the performance appraisal. The following briefly describes the events you will be required to perform during the physical agility test.

.25 MILE RUN *
OR
1.5 MILE WALK AND RUN, 1 MILE WALK AND RUN,
.50 MILE WALK AND RUN,(for those hired after 01-01-99)
OR
3 MILE WALK (NO RUNNING) *

.25 MILE RUN *

This event will consist of a timed one quarter mile run, then a voice broadcast. The object will be to exert the applicant and determine the aerobic fitness of the officer. Scores are based upon the scale provided for age and gender. Before beginning:

- CHECK PULSE OF APPLICANT
- .25 MILE RUN
- UPON COMPLETION OF THE .25 MILE RUN, THE OFFICER WILL HAVE TO READ ALOUD A RADIO BROADCAST
- THREE (3) TO FOUR (4) MINUTES AFTER THE RUN, THE APPLICANT'S PULSE WILL BE TAKEN

The scorer will record points upon the scale provided.

Record the time and heart rates on each applicant's score sheet.

1.5 MILE WALK AND RUN, 1 MILE WALK AND RUN, .50 MILE WALK AND RUN, (for those hired after 01-01-99)

The events listed shall be timed and with a voice broadcast as specified in the contract. The object will be to exert the applicant and determine the aerobic fitness of the officer. The score will be based upon a pass or fail basis.

3 MILE WALK (NO RUNNING) *

This event will consist of a timed three mile walk and then a voice broadcast. The object will be to exert the applicant and determine the aerobic fitness of the officer. Scores are based upon the scale provided for age and gender.

Before beginning:

- CHECK PULSE OF APPLICANT
- 3 MILE WALK
- UPON COMPLETION OF THE 3 MILES, THE OFFICER WILL HAVE TO READ ALOUD A RADIO BROADCAST
- THREE (3) TO FOUR (4) MINUTES AFTER THE RUN, THE APPLICANT'S PULSE WILL BE TAKEN

The scorer will record points upon the scale provided.

Record the time and heart rates on each applicant's score sheet.

*OPTION NOT AVAILABLE TO EMPLOYEES HIRED ON OR AFTER JANUARY 1, 1999

POLICE VEHICLE PUSH

Using a marked patrol vehicle on a flat paved surface with the transmission in neutral, each officer will push the patrol vehicle 50 feet keeping their hands in contact with the vehicle at all times. Officers need not be in uniform for this test. There is no time limit.

OBSTACLE COURSE

In this test, the officer will be required to overcome a series of obstacles individually against a time standard. While performing this test, the officer will wear the duty vest and gun belt.

The course includes exiting from a parked patrol car with the driver's door closed and no seat belt engaged. Officer will then sprint 30 ft., climb or vault a 4 ft. Barrier, negotiating series of cones, climbing a set of steps (4) to a platform and descending another set of steps (4) to the ground (each step must be touched), negotiating another series of cones and turning a corner, leaping a simulated four foot culvert, negotiating another series of cones, climb, or vault another 4 ft. barrier, negotiating another series of cones, passing under an obstacle, and continuing to a finish point identified by an orange cone where the officer will draw an unloaded

training weapon, fire three shots with each hand, then place the training weapon back into the holster. At this point, the officer will retrace his or her steps back through all the obstacles to the start/finish line.

The officer must successfully complete each component before going on to the next obstacle. In order to pass test #3, the officer must successfully complete the course in 1 minute 45 seconds or less.

BROADCAST AFTER THE 3 MILE WALK

8 FRANK 11 . . . I HAVE AN EMERGENCY . . . WANTED FOR ASSAULT ON A POLICE OFFICER . . . A MALE WHITE 20-25 YEARS OF AGE . . . 5'10", 175 LBS., WEARING A GRAY SWEATSHIRT AND BLUE JEANS . . . BROWN CURLY HAIR SHOULDER LENGTH . . . LAST SEEN RUNNING SOUTH ON WINTON ROAD TOWARD WAYCROSS ROAD

PHYSICAL FITNESS
AEROBICS FITNESS CLASSIFICATION

WOMEN
3 MILE WALK (IN MINUTES)

AGE	20-20	30-39	40-49	50-59	60+
PASS	44:00	46:30	49:00	52:00	57:00
FAIL	44:01	46:31	49:01	52:01	57:01

MEN
3 MILE WALK (IN MINUTES)

AGE	20-20	30-39	40-49	50-59	60+
PASS	42:00	44:30	47:00	50:00	54:00
FAIL	42:01	44:31	47:01	50:01	54:01

BROADCAST AFTER THE 1.5 MILE WALK AND RUN, 1 MILE WALK AND RUN, .50 MILE WALK AND RUN (for those hired after 01-01-99)

8 FRANK 11 . . . I HAVE AN EMERGENCY . . . WANTED FOR ASSAULT ON A POLICE OFFICER . . . A MALE WHITE 20-25 YEARS OF AGE . . . 5'10", 175 LBS., WEARING A GRAY SWEATSHIRT AND BLUE JEANS . . . BROWN CURLY HAIR SHOULDER LENGTH . . . LAST SEEN RUNNING SOUTH ON WINTON ROAD TOWARD WAYCROSS ROAD

PHYSICAL FITNESS
AEROBICS FITNESS CLASSIFICATION
FOR THOSE HIRED AFTER 01-01-99

20-29 Yr. Old 1.5 Mile Run and Walk

Men: Pass 13:59 Fail 14:00 and above
Women: Pass 18:29 Fail 18:30 and above

30-39 Yr. Old 1 Mile Run and Walk

Men: Pass 10:05 Fail 10:06 and above
Women: Pass 13:05 Fail 13:06 and above

40 or older .50 Mile Run and Walk

Men: Pass 5:10 Fail 5:11 and above
Women: Pass 6:42 Fail: 6:43 and above

BROADCAST AFTER THE .25 MILE RUN

8 FRANK 11 . . . I HAVE AN EMERGENCY . . . WANTED FOR ASSAULT ON A POLICE OFFICER . . . A MALE WHITE 20-25 YEARS OF AGE . . . 5'10", 175 LBS., WEARING A GRAY SWEATSHIRT AND BLUE JEANS . . . BROWN CURLY HAIR SHOULDER LENGTH . . . LAST SEEN RUNNING SOUTH ON WINTON ROAD TOWARD WAYCROSS ROAD

PHYSICAL FITNESS
AEROBICS FITNESS CLASSIFICATION

WOMEN
.25 MILE RUN (IN MINUTES)

AGE	20-20	30-39	40-49	50-59	60+
PASS	3:05	3:10	3:15	3:20	3:25
FAIL	3:06	3:11	3:16	3:21	3:26

MEN
.25 MILE RUN (IN MINUTES)

AGE	20-20	30-39	40-49	50-59	60+
PASS	2:15	2:30	2:40	2:50	3:10
FAIL	2:16	2:31	2:41	2:51	3:11

ARTICLE 27
INTEGRITY OF AGREEMENT

The City and the Union agree that the terms and provisions contained in this written Agreement constitute the entire agreement between the parties and supersede all previous communications, understandings, or memoranda of understanding pertaining to any matters set forth in this Agreement or to any other matter.

The City and the Union agree that during the negotiations which preceded this Agreement, each party had the unlimited right to make any demands or proposals and to bargain about each and every proposal made. The parties further agree that during the term of this Agreement, each voluntarily and unqualifiedly agrees to waive its right to bargain with respect to any matter whatsoever whether or not such matter is contained in this Agreement.

ARTICLE 28
SAVINGS CLAUSE

Should a court of competent jurisdiction determine that a provision of this Agreement is illegal, then such provision shall be automatically terminated. The remainder of the Agreement shall continue in full force and effect. In the event that a provision is determined to be unlawful, the City and the Association shall promptly meet for the purpose of negotiating a lawful alternative provision.

ARTICLE 29
PRODUCTION OF AGREEMENT

SECTION 1.

The final copy of the agreement will be produced by the FOP/OLCI.

SECTION 2.

Copies of Agreement: The FOP/OLCI will provide each covered employee, at no cost to the employee or employer, a copy of this Agreement once it is ratified by both parties.

ARTICLE 30
TERM OF AGREEMENT

This Agreement shall be in full force and effect from the period January 1, 2013 through December 31, 2016, and thereafter from year to year, unless either party serves written notice of the intent to terminate or modify this agreement, served

electronically or by way of certified mail at least ninety (90) days prior to December 31, 2016, or any successive December 31 thereafter.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement this 25th day of June, 2014.

CITY OF FOREST PARK, OHIO

Ray Hodges
City Manager

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL

Mark A. Scranton
Staff Representative

Lt. Jeff Larsh
Employee Representative

Sgt. Patrick Anderson
Employee Representative

AS PREPARED BY:
Mark Scranton
Staff Representative
FOP/Ohio Labor Council, Inc.
e-mail: markscranton.fopolci@yahoo.com

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC., EMPLOYEE ORGANIZATION,	} Case No(s):	13-MED-09-0993 (Sergeants & Lieutenants)
and,		
CITY OF FOREST PARK, EMPLOYER.		

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files the Collective Bargaining Agreement executed between the parties in the above captioned case(s). The Contract Data Summary Sheet is attached.

Respectfully Submitted,

Tara M. Crawford
Paralegal
F.O.P., O.L.C.I.
222 East Town Street
Columbus, Ohio 43215
614-224-5700

cc: Mr. Edward Dorsey, esd@woodlamping.com