13-MED-09-1058
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01/27/2014

A COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

AND

THE CITY OF RAVENNA

Full-Time Patrol Officers

EFFECTIVE: January 1, 2013
EXPIRES: December 31, 2015

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ARTICLE 1 PREAMBLE

Section 1.1 This Agreement is entered into by and between the City of Ravenna, Ohio, hereinafter referred to as the "Employer" and the Fraternal Order of Police, Ohio Labor Council, Inc. hereinafter referred to as the "Union".

Section 1.2 In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the employer now desires to enter into an Agreement reached through collective bargaining which will have for its purpose, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of the City of Ravenna, Ohio; 4) To avoid interruption or interference with the efficient operation of the Employer's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 2 RECOGNITION

Section 2.1 The Employer hereby recognizes the FOP/OLC as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment for all full-time employees of the Police Department occupying the position of all full-time Patrolmen 04-REP-09-0175 excluding all part-time seasonal and temporary employees. All other employees of the employer are excluded from the bargaining unit. Said recognition shall continue for a term provided by law.

ARTICLE 3 CONFORMITY TO LAW/SEVERABILITY

Section 3.1 If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected thereby. In the event any provision herein is so rendered invalid, upon written request by either party hereto, the Employer and the Union will meet promptly for the purpose of discussing a mutually satisfactory replacement for such provision.

Section 3.2 This Agreement may not be amended during its term except by mutual agreement and any negotiated changes to be effective and incorporated in this Agreement must be in writing and signed by the parties.

ARTICLE 4 HEADINGS , GENDER AND PLURAL

Section 4.1 It is understood and agreed that the use of headings before articles is for convenience only and that no heading shall be used in the interpretation of said Article nor affect any interpretation of any Article.

Section 4.2 The use of words contained herein in the singular shall be construed to include the plural, and words in the plural, the singular. The masculine, feminine or neuter genders where used herein shall be construed to include all of said genders. The use of either the masculine or feminine genders is for convenience purposes only and is not to be interpreted to be discriminatory in nature.

ARTICLE 5 NON-DISCRIMINATION

Section 5.1 Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, national origin or disability.

ARTICLE 6 DUES DEDUCTIONS

Section 6.1 During the term of this Agreement, the Employer shall deduct initiation fees and assessments levied by the FOP/OLC and the regular monthly FOP/OLC dues from the wages of those employees who have voluntarily signed dues deduction authorization forms pertaining to said deductions. No new authorization forms will be required from any employees in the Ravenna Police Department for whom the Employer is currently deducting dues.

Section 6.2 The initiation fees, dues, or assessments so deducted shall be in the amounts established by the FOP/OLC. The FOP/OLC shall certify to the Employer the amounts due and owing from the employees involved.

Section 6.3 The Employer shall deduct dues, initiation fees, or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date such amounts shall be deducted from the next or subsequent pay.

Section 6.4 A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the Columbus office of the Fraternal Order of Police Ohio Labor Council within thirty days from the date of making said deductions, barring unusual circumstances.

Section 6.5 It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The parties agree and understand that if an employee files an action against the City and/or the Union regarding any of the deductions made under this Article, the deductions shall cease immediately. It is further agreed and understood that the Union shall solely by responsible for any reimbursement required to be made to the employee(s), the cost of the action, and the costs assessed and owed to the employee in pursuit of the action.

Section 6.6 All members of the bargaining unit after a period of thirty (30) days, as identified in Article 2 of this Agreement, shall either maintain their membership in the FOP/OLC, become members of the FOP/OLC or pay a service fee to the FOP/OLC in an amount not exceeding the annual dues for membership in the FOP/OLC, as a condition of employment, all in accordance with the Ohio Revised Code, Section 4117.09. In the event that a service fee is to be charged to a member of the bargaining unit, the Employer shall deduct such fee in the same manner as dues are deducted as specified in this Article.

ARTICLE 7 MANAGEMENT RIGHTS

Section 7.1 Nothing in this Agreement shall be construed as delegating to others the authority conferred by law upon the Employer or in any way abridging or reducing such authority. The Union recognizes the rights and authority of the Employer to administer the business of the Police Department and in addition to other functions and responsibilities which are required by law, the Union recognizes that the Employer has and will retain the full right and responsibility to direct the operations of the Department, to promulgate reasonable rules and regulations and otherwise exercise the prerogatives of management, which are not in conflict with the terms and conditions of this Agreement.

Section 7.2 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right:

A. To manage and direct its employees, including the right to select, hire, promote, transfer and assign, evaluate, layoff and recall or to reprimand, suspend, discharge, or discipline for just cause and to maintain order among the employees.
B. To determine the Department's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes.
C. To determine the size and composition of the work force in the Employer's organizational structure, including the right to relieve employees from duty due to lack of work or lack of funds.
D. To determine the hours of work and work schedules required to most effectively operate.
E. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained.
F. To determine the necessity to schedule overtime and the amount required thereof;
G. To maintain the security of records and other important information.
H. To determine the overall budget
I. To maintain and improve the efficiency and effectiveness of the Employer's operations
J. To determine and implement necessary actions in emergency situations
K. To determine the qualifications of employees covered by this Agreement
L. To make any and all rules and regulations
M. To determine the work assignments of its employees
N. To determine basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement
O. To determine the type of equipment used and the sequence of work processes

P. To determine the making of technological alterations by revising either process or equipment or both.
Q. To determine work standards and the quality of work to be produced
R. To select and locate buildings and other facilities
S. To establish, expand, transfer and /or consolidate police work processes and facilities
T. To transfer or subcontract work
U. To consolidate, merge, or otherwise transfer any or all of its police facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work.
V. To terminate or eliminate all or any part of its work or facilities

Section 7.3 In addition, the Union agrees that all of the functions rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 8 OBLIGATION TO NEGOTIATE

Section 8.1 For the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively 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 or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 9 TOTAL AGREEMENT

Section 9.1 This Agreement represents the entire Agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer.

ARTICLE 10 NO STRIKE, NO LOCKOUT

Section 10.1 The Union agrees to the essential nature of the services provided by its members in protecting the public's health and safety. In recognition of this fact, the Union agrees that there shall be no work interruptions, slowdowns, strikes or sympathy strikes at any time. In the event of unauthorized interruptions, the Union agrees that it shall join the Employer in requiring its members to return to work immediately.

Section 10.2 The Employer agrees that there shall be no lockout of bargaining unit employees during the term of this Agreement unless those employees shall have violated Section 1 of this Article.

Section 10.3 Nothing in the Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

Section 10.4 The FOP/OLC does hereby affirm and agree that it will not, either directly or indirectly, call, sanction, encourage, finance or assist in any way nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage or other concerted interference with, or the withholding of, services from the Employer.

ARTICLE 11 EMPLOYEE RIGHTS

Section 11.1 An employee has the right to the presence and advice of FOP/OLC representative at all disciplinary interviews. A representative shall not be a person who is subject to interrogation as a result of the incident out of which the investigation arose.

Section 11.2 Before an employee may be charged with any violation of the rules and regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation will be the basis of such a charge and may include charges of insubordination for the refusal to answer truthfully or completely.

Section 11.3 An employee will be informed of the nature of any investigation of himself prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

Section 11.4 In the course of an internal affairs investigation, a polygraph examination will be administered only with the consent of the employee under investigation. If in the course of an internal investigation, an employee has been given a polygraph examination; such examination shall not be used in any subsequent criminal action.

Section 11.5 All complaints by civilians which result in disciplinary action of any employee shall be reduced to writing and identify the complainant. The Employer will furnish a copy of the complaint to the employee whom the complaint has been filed against when such an employee is charged.

ARTICLE 12 UNION REPRESENTATION

Section 12.1 The FOP/OLC shall have the right to select one Associate from each of the bargaining units and they shall be authorized and recognized by the Employer to represent the FOP/OLC in matters covered by this Agreement. The names of the Associates shall be furnished to the City of Ravenna and forwarded to the Employer.

Section 12.2 For the purpose of effective contract administration, a designated member of the bargaining unit may with prior authorization, not unreasonably withheld, be permitted to use a reasonable amount of time, not to exceed eight (8) hours per month on duty, as necessary, to address matters pertaining to this Agreement, as it affects other employees of the unit. Such authorization shall be obtained from the Chief or his designee. The FOP/OLC recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by the associates.

It is recognized and understood that an associate may be requested to: be present with an employee during a disciplinary interview; attend Labor Management meetings; and, to attend grievance hearings/meetings and arbitrations. It is understood and agreed that such time shall be granted to the employee, which time shall not count toward the eight (8) hours otherwise granted in this section. It is also understood and agreed that such time will be with pay if the employee is on duty at the time of the meetings and that the employee will only be paid for the time he/she was scheduled and that such time will not result in overtime.

Section 12.3 One member of the negotiation committee shall be allowed reasonable time off during his regular scheduled working hours to participate in collective bargaining meetings with the Employer without loss of pay. Said employee shall be available to answer calls.

Section 12.4 The FOP/OLC shall be allowed to hold regular meetings on the Employer's premises subject to scheduling and availability.

ARTICLE 13 BULLETIN BOARDS

Section 13.1 The Employer agrees to provide space for bulletin boards in the police access room, to be used by the FOP/OLC and its members. No materials of any kind may be posted elsewhere in the Employer's facilities or on the Employer's equipment, except on the bulletin boards so designated.

Section 13.2 Should a posting be made on the Union's bulletin board which the Employer considers to be inappropriate, the Employer shall be entitled to remove such posting, provided the Employer provides the Union with a written explanation of the reason for such removal.

ARTICLE 14 PERSONNEL FILES

Section 14.1 Employer shall release information contained in an employees personnel file only to the extent required by law and will notify the effected employee prior to the release of the information or review of the file.

Section 14.2 Upon written request and during day shift, an employee shall be allowed the opportunity to review his personnel file, and to add memoranda to the file clarifying

any documents contained in the file. A request for copies if items included in the file shall be honored. All items in an employee's file with regard to complaints and investigations will clearly be marked with respect to final disposition.

ARTICLE 15 GRIEVANCE PROCEDURE

Section 15.1 Every employee shall have the right to present grievances in accordance with the procedures provided herein, free from any interference, coercion, restrain, discrimination or reprisal and except for Step 1, shall have the right to be represented by a representative of the FOP/OLC at all stages of the grievance procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure. The Union agrees to hold the Employer harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the grievance procedure.

Section 15.2 For the purpose of this procedure, the below listed terms are defined as follows:

A. Grievance- A grievance shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.
B. Days- A day as used in this procedure, shall mean calendar days, excluding Saturdays, Sundays, or holidays as provided for in this Agreement.

Section 15.3 Grievance Procedure: The following procedures shall apply to the administration of all grievances filed under this procedure.

A. Content of Grievance Forms: Except at Step 1. all grievances shall include the name and position of the Grievant; the identity of the provisions of the contract that have been violated, the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing said grievance, if known to the Grievant; and a general statement of the nature of the grievance and the remedy sought by the Grievant.
B. Responses to Grievances: Except as the preliminary Step, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if any.
C. Group Grievances: A group grievance can be initiated by the FOP/OLC or an aggrieved bargaining unit employee. Where a group of bargaining unit employees or the FOP/OLC desires to file a grievance involving a situation affecting each such bargaining unit employee in the same manner, one bargaining unit employee selected by such group shall process the grievance(s). If a grievance affects a "department wide" controversy, it may be submitted at Step 3. All individuals in group or department-wide grievance must be identified.

D. Preparation of Grievances: The preparation of grievances shall be conducted pursuant to Article 25, Section 25.1. If the Chief and/or the Captain are not available the supervisor of the shift may authorize a reasonable amount of time for preparation of the grievance.
E. Informal Resolution of Grievances: Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall in all respects be final, said adjustment shall not create a precedent or ruling binding upon either party in future proceedings.
F. Time Limits: It is the FOP/OLC's and the Employer's intention that all time limits in the above grievance procedures shall be met. To the end of encouraging thoughtful responses at each step, however, the grievant and Employer's designated representative may mutually agree at any step to short extensions of any of the time limits imposed herein, but any such agreement must be in writing and signed by the parties. In the event that the Employer fails to timely file a response to a step in the grievance, it is mutually agreed that the grievance is deemed denied and shall automatically proceed to the next step. If the grievant fails to file the grievance at the next stop within the time limits, it shall be deemed withdrawn with prejudice.
G. Representatives in Meetings: In each step of the grievance procedure herein, certain specific representatives are given approval to attend the meetings. It is understood by the parties that, in the interest of resolving grievances at the earliest possible stop of the grievance procedure, it may be beneficial that other representatives not specifically designated be in attendance. Therefore, it is intended that either party may bring additional representatives to any meeting in the grievance procedure, but only upon advance mutual agreement among the parties specifically designated to attend that such additional representative(s) has input which may be beneficial in attempting to bring resolution of the grievance. Only those employees who are on duty at the time of the meetings will be paid. The Employer may limit the number of employees present. Neither party shall be permitted to abuse this provision.
H. Modification of Agreement Prohibited: The procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

Section 15.4 all grievances shall be administered in accordance with the following procedure:

a. Preliminary Step: A unit employee having a grievance will first attempt to resolve it informally with his immediate supervisor at the time the incident giving rise to the grievance occurs. At this step, there is no requirement to put the grievance in writing, and no report needs to be submitted. A FOP/OLC representative or

another bargaining unit member may accompany the grievant, should the grievant request his attendance at any such meeting. If the grievance is not satisfied with the response from his immediate supervisor at this step, he may pursue the formal steps which follow.

b. Immediate Supervisor Step 1: A bargaining unit employee having a grievance shall present it in writing to his or her immediate supervisor within fifteen (15) days after the events or circumstances giving rise to the grievance have occurred. A grievance submitted beyond the fifteen (15) day limit need not be honored, although it may be processed if time limits are waived at this step. Within five (5) days of receipt of the grievance, the immediate supervisor will affix his written response to the grievance, date and sign his response, and return it to the grievant.
c. Chief of Police Step 2: Should the grievant not be satisfied with the answer in Step 1, within ten (10) days thereafter, he may appeal the grievance, containing the written responses at the prior stops and any other pertinent documents, to the office of the Chief of Police. Within ten (10) days of his receipt of the grievance, the Chief, or his designated representative for this purpose, shall investigate the grievance and shall schedule and conduct a meeting to discuss the grievance with the grievant. The grievant may bring with him to this meeting one (1) other member of the bargaining unit, or the associate and may have a FOP/OLC representative present. In the meeting called for at this step, the Chief shall hear a full explanation of the grievance and the material facts relating to the grievance. Within five (5) of his working days following the meeting at this step, the Chief shall submit to the grievant and to the highest ranking official of the FOP/OLC, his written response to the grievance.
d. Mayor/Designee Step 3: Should the grievant not be satisfied with the written answer received in Step 2, within ten (10) days after his or her receipt thereof, he may submit the grievance, together with the written responses received in the prior Steps, to the Mayor/Designee.
e. Upon receipt of the grievance, the Mayor/Designee shall schedule a meeting to be held within ten (10) days to discuss the grievance.
f. The grievant may bring with him to the meeting with the Mayor one (1) member of the bargaining unit or the Director and may have a FOP/OLC representative present. The highest ranking official of the FOP/OLC and a duly accredited representative of the FOP/OLC shall be permitted to attend this meeting.
g. The Mayor shall render his decision in writing and deliver to the grievant and the FOP/OLC his written decision within ten (10) days after the meeting with the grievant.

ARTICLE 16 ARBITRATION PROCEDURE

Section 16.1 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through various steps by a timely default of the Employer, then within ten (10) days after the rendering of the decision at Step 3 or a timely default by the Employer at Step 3, the FOP/OLC may submit the grievance(s) to arbitration. Within this ten (10) day period, the

parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel established herein.

The parties hereby establish a permanent panel of arbitrators where the first choice for arbitrators shall be made. The selection from the list shall be mutual or if mutual selection is not possible then by alternate strike, the first strike to be chosen by the flip of a coin. If none of the panel is willing or able to serve or if the parties agree, then the arbitrator may be selected from the American Arbitration Association: The panel members are: 1) David Pincus; 2) Dennis Byrne; 3) Harry Graham; 4) James Mancini; and 5) Nels Nelson.

Section 16.2 The arbitrator shall have no power or authority to add to or subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms or conditions of this Agreement.

Section 16.3 The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days except by mutual agreement of the parties.

Section 16.4 The hearing or hearings shall be conducted pursuant to the Rules and Regulations of the American Arbitration Association.

Section 16.5 The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne equally by both parties. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 16.6 The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The arbitrator's opinion and award shall be final and binding.

Section 16.7 The Union agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

ARTICLE 17 DISCIPLINARY PROCEDURE

Section 17.1 No employee shall be disciplined except for just cause.

Section 17.2 Discipline will be applied in a corrective, progressive and uniform manner in accordance with the Employer's policy with respect to this Agreement. It is understood that any discipline shall be commensurate with the severity of the infraction with consideration of the employee's record of conduct.

Section 17.3 Whenever the Employer or his designee determines that an employee may be disciplined, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct. This conference shall be scheduled during the employee's regular working hours, if scheduling permits. Not less than twenty-four (24) hours prior to the scheduled starting time of the conference, the Employer will provide to the employee a written outline of the charges which may be the basis of disciplinary action. The employee must choose to:

a. Appear at the conference to present oral or written statements in his/her defense:
b. Appear at the conference and have a chosen representative present an oral or written statement in his/her defense.
c. Elect in writing to waive the opportunity to have a pre-disciplinary conference.

Section 17.4 At the pre-disciplinary conference, the Employer may require the employee to respond to the allegations of misconduct which were outlined to the employee. The employee or his representative may present any testimony, witnesses, or documents which explain whether or not the alleged conduct occurred. The pre-disciplinary conference will be conducted by a designee of the City but shall not be someone from a bargaining unit represented by the FOP/OLC.

Section 17.5 Appeals by non-probationary employees of disciplinary actions other than verbal reprimands shall only be appealable to the grievance procedure contained in this Agreement.

Section 17.6 After one (1) year, provided the employee has had no intervening disciplinary actions, on written request to the Chief, all reprimands not resulting in lost time or wages shall be removed from the employee's file. On written requests to the Chief, any disciplinary actions resulting in lost time or wages of three (3) days or less, shall be removed from the file after twenty-four (24) months and thirty-six (36) months for suspension of four (4) days or more from the effective date of the reprimand with the approval of the Safety Director and the Law Director provided the employee has no intervening disciplinary action. Time periods delineated herein shall begin after the resolution of any appeal of such reprimand or disciplinary action. Any reprimands revoked from an employee's file under this paragraph will be available for review by the City in determining whether an employee has been notified of a standard of conduct expected for any subsequent disciplinary action or reprimands imposed following the removal of the records from the personnel file of the employee by the Employer.

Section 17.7 The Employer agrees that all disciplinary procedures shall be carried out in private and in a business-like manner.

ARTICLE 18 WORK RULES AND REGULATIONS

Section 18.1 The FOP/OLC recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies,

procedures and directives consistent with statutory authority. Further, the Employer has the right to regulate the personal conduct of employees during the time of the employees' services to the Employer and conduct off duty as it pertains to what is consistent with the policies of the Employer.

Section 18.2 The Employer agrees that, to the extent any work rules have been or will become reduced to writing, every employee shall have access to them for the duration of this Agreement. Should any work rules conflict with law or with the specific provisions of this Agreement, such rules shall be invalid to the extent of such conflict.

Section 18.3 It is the Employer's intention that work rules, policies, and directives are to the extent practical be interpreted and applied as uniformly as practical to all employees under similar circumstances.

Section 18.4 All new employees, for the duration of this Agreement, shall be supplied with a copy of all Department rules.

Section 18.5 The FOP/OLC recognizes that it is the exclusive statutory duty of the Chief and Safety Director to establish general rules for the operation of the Department, however, the FOP/OLC may request that the Chief meet to negotiate the affects of any work rules upon the wages, hours, terms, and other conditions of employment of those employees included in the bargaining unit and such request shall be honored.

Section 18.6 Any requests to meet to negotiate the affects of proposed work rules or orders of the Department shall be submitted, in writing, within seven (7) days of the announcement or issuance of the work rules or orders. Requests to meet shall include the reasons the FOP/OLC asserts that a rule affects their wages, hours, terms and conditions of employment. Further, such request shall include suggestions for remedies. The meetings to review the FOP/OLC requests shall be in accordance with the Labor Management Committee provisions in Article 19 as a special meeting to be scheduled within a reasonable time of the FOP/OLC request. It is understood and agreed that if the parties are unable to reach agreement on issues raised by the FOP/OLC the City may implement or continue the rules and/or orders.

ARTICLE 19 LABOR MANAGEMENT COMMITTEE

Section 19.1 To facilitate communication and understanding between the FOP/OLC and the Employer, and for the discussion of rules and regulations, a labor management committee is hereby established.

a. The committee will consist of no more than three (3) representatives of the FOP/OLC consisting of one (1) member of Dispatch, one (1) member of Patrol, and one (1) member of the Sergeants and Lieutenants group. The Employer may have up to three (3) representatives.

b. The committee will meet on a quarterly basis unless waived by mutual consent of the parties, for the purpose of discussing subjects of mutual concern.
c. Meetings will be held at times and places mutually agreeable to the parties.
d. At least one (1) week prior to the meeting, each party may submit, in writing, specific discussion times.
e. The FOP/OLC will notify the Chief and Safety Director/Mayor as to the FOP/OLC representatives.

Section 19.2 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 20 HEALTH AND SAFETY

Section 20.1 The Employer agrees to furnish and maintain in safe working conditions all tools, facilities, supplies and equipment required to safely carry out the duties of each employee. Employees are responsible for immediately reporting any unsafe conditions or practices to immediate supervisors. The employees shall also fill out the log book and indicate the specific unsafe condition or practice in written form and date the log book. It shall be the supervisor's responsibility to evaluate the unsafe condition and if necessary contact the Chief or the Captain. If the Chief or the Captain is not available, the supervisor shall make the decision as to what should be done concerning the unsafe condition and leave a report for the Chief or Captain on the next work day. It shall further be the responsibility of the employees to care for all tools and equipment furnished by the Employer.

Section 20.2 Should the Union allege what it, in good faith, perceives as a failure of the Employer to comply with the above provision, such allegation may become subject to the grievance procedure. All attempts by the Employer and the Union will be made to resolve the unsafe condition prior to any grievances being filed.

Section 20.3 If the condition if found by the Union to be unsafe and the Employer refuses or fails to implement the resolution or if the unsafe condition is not satisfactorily resolved within thirty (30) days, said condition may become the subject of a grievance at the arbitration step.

Section 20.4 In the case of use of detrimental force, the involved member may be placed on administrative leave, without loss of pay or benefits, pending results of the investigation. Furthermore, the Department may use a psychologist or other crisis-intervention service who/which will be notified to provide counseling for the involved member or members. Selection of the service may be discussed in Labor-Management meetings.

ARTICLE 21 MEDICAL EXAMINATIONS

Section 21.1 Examinations are intended to guard the health and safety of employees and may be ordered when, in individual situation, the Chief or Safety Director-Mayor, based upon reports of inadequate performance, have concern for an employee's ability to perform material and substantial duties of their classification. The medical report shall be limited to the ability to perform the material and substantial duties of the employee's classification.

Section 21.2 Refusal of an employee to submit to a medical examination may be grounds for discipline.

Section 21.3 Employees who have been determined by a City-required examination as unable to perform material and substantial duties of their position may submit the report or results of an examination of a physician of the employee's choosing with the cost borne by the employee. If the two examiners differ in their conclusions as to the employee's ability to perform material and substantial duties of his position, then the attending examiners shall appoint a third neutral examiner, paid by the City, to conduct an examination, the findings of which shall be considered final and not appealable.

Section 21.4 If an employee after examination is found to be unable to perform material and substantial duties of his position, then the employee may utilize accumulated unused sick leave or other leave benefits (including but not limited to worker's compensation, if eligible) and other insurance programs, or may be ordered to perform light duties. The assignment of light duty is solely at the option and the discretion of the City. Light duty assignment shall be for temporary short-term and may be terminated by the City at any time.

Section 21.5 If an employee refuses to go on leave status, the Safety Director or Chief may place the employee on unpaid leave or disability separation. Such action may only be appealed through the grievance procedure contained in this Agreement. The employee shall have the right to return to work following submission of satisfactory evidence of his ability to perform the material and substantial duties of his position. The right to reinstatement shall last for a period of one (1) year and shall be extended for one (1) year upon written request of the employee. If the employee does not return to work within that period he shall be deemed separated. Prior to reinstatement, the City may require the employee to submit to an examination as a condition precedent to reinstatement.

Section 21.6 Any costs for examinations required by the City shall be paid by the City. Employees shall have the right to submit examination reports to the Chief or Safety Director/Mayor which would respond to the question of any employee's ability to perform the material and substantial duties of his position.

ARTICLE 22 FILLING OF POSITIONS

Section 22.1 The parties agree that, when the City decides to fill a vacant position, all promotions shall be filled by testing procedures determined and administered by the Ravenna Civil Service Commission. The Civil Service Commission may use whatever evaluation/testing method it deems appropriate, except that promotional vacancies shall be filled by written competitive exam that comprises not less than fifty (50%) percent of the composite score with the Employer having the right to utilize an assessment center and interview process for the remaining portion of the composite score. The Employer shall have the ability to select any one of the three (3) candidates with the highest composite scores to fill the vacancy.

ARTICLE 23 PROBATIONARY PERIODS

Section 23.1 Patrol: Each newly appointed 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 received compensation for the position after obtaining certification, and shall continue for a period of three hundred sixty five days (365) after such certification.

During such period for Patrol, the Employer shall have the sole discretion to discipline or discharge such employee and any such action shall not be appealable through any grievance or appeal procedure herein contained or to any Civil Service Commission.

Section 23.2 Any employee promoted to a position within the Department will be required to successfully complete a probationary period. The probationary period for promotional positions shall begin on the first day for which the employee received compensation for the position and shall continue for a period of one hundred eighty (180) days. The promotional probationary period employee may be demoted from the promotional position at any time during his/her promotional probationary period and any such demotion shall not be appealable through any grievance or appeal procedure herein contained or to any Civil Service Commission. Upon demotion from the promotional probationary position the employee shall be returned to a position in his/her former classification. Any person reduced during a promotional probationary period shall be provided reasons for the demotion. Employees in a promotional probationary position may request, at any time during their probationary period, to be returned to a position in their former classification. This section shall only apply to persons who are currently employed with the Department at the time of their promotion. Any other employee, whether or not in a position with the Employer, shall be required to serve an original probationary period as set for in this Agreement.

ARTICLE 24 SENIORITY

Section 24.1 Seniority is the total uninterrupted continuous service of a member as a continuous, full-time, sworn police officer or communications officer, with the City of Ravenna. For employees hired prior to January 1, 2006, any full-time sworn police

officer with prior service with another Ohio jurisdiction in Ohio as a sworn police officer will include their prior service when calculating years of service towards seniority. Total service shall include all uninterrupted periods continuous with full-time service or periods during which the employee was in part-time service as an employee of the Ravenna Police Department, but pro-rated to the equivalent of full-time service.

Section 24.2 For purposes specified in this Agreement, each employee shall have their continuous, uninterrupted service with the Ravenna Police Department, as part-time and full-time employee, be considered as their "department seniority". Such service shall only include the employee's service with the Police Department.

Section 24.3 For purposes specified in this Agreement, each employee shall have their continuous uninterrupted service in their rank in the Ravenna Police Department considered in "rank seniority".

Section 24.4 Employees who resign, are discharged for cause, are absent for three (3) consecutive work days without notifying the Employer and subsequently discharged, or laid off and fail to report to work within ten (10) working days after having been recalled and subsequently terminated or discharged, shall lose all seniority, unless the employee is reinstated as a result of any grievance filed on such matter. No break in service shall occur while an employee is on layoff.

Section 24.5 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. Seniority shall not accrue for employees who are on leave status (except injury leave) over thirty (30) days.

Section 24.6 The Department shall prepare and post annually a seniority list or lists of employee's seniority. The list shall demonstrate an employee's date of hire in the Department, the date of employment in a position as a sworn officer, to those that apply their department seniority and their rank seniority. Employees may question any dates or calculations on the seniority list within fifteen (15) calendar days of posting. Failure to raise any issue will be deemed a waiver.

ARTICLE 25 LAYOFF AND RECALL

Section 25.1 When a layoff is necessary due to lack of funds or lack of work or for abolishment of positions, the Employer shall notify the effected employees in writing at least fourteen (14) days in advance of the effective date of layoff. The Employer upon request from the FOP/OLC, agrees to discuss, with representatives of the FOP/OLC, the impact of the layoff on bargaining unit employees.

Section 25.2 Employees shall be laid off within classification in accordance with their seniority. Full-time employees with the most amount of seniority will be laid off last, and those with the least amount of seniority will be laid off first.

Section 25.3 After the Employer has chosen the classification(s) for layoff or abolishment, an employee laid off may displace to another classification in order of rank provided the employee is qualified and able to immediately perform the duties of the lower rank. That is, a Sergeant may displace the Patrolman with the least seniority. Displacement shall occur in accordance with department seniority.

Section 25.4 Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are recalled shall be recalled by most senior first to be recalled and least senior last to be recalled.

Section 25.5 Notice of recall shall be sent to the employees by registered mail, with a copy to the FOP/OLC. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice to notify the Employer of the employee's intent to return to work within two (2) weeks of receipt of recall notice.

ARTICLE 26 INSURANCE

Section 26.1 As additional compensation for employees covered by this Agreement, Members will have the same Medical, Prescription Drug, Life, Dental, and Optical, insurance as offered to non-bargaining unit employees of the City. Employees may select single or family coverage, based upon their eligibility for the plan.

Section 26.2 The Employer shall offer Medical, Prescription Drug, Life, Dental, and Optical, coverage. Bargaining unit employees shall pay no more in monthly premiums towards their Medical, Prescription Drug, Life, Dental and Optical, coverage than any non-bargaining unit employees in the City. Employee contributions: Employees are responsible for paying their specified percentage of the premium for health insurance, dental insurance, and vision insurance and said percentage will not change for the duration of this agreement. Employee contributions will be automatically deducted from employee paychecks through the Finance Department. Employee contributions will be split between the first two paychecks of each month. Specific contributions effective:

May 1, 2013 are 5%.
January 1, 2014 are 10%.
January 1, 2015 are 12.5%.

Section 26.3 The City shall provide and maintain in force, by the payment of necessary premiums, life insurance in the amount of twenty thousand ($20,000.00) dollars for all bargaining unit members, for the duration of this Agreement.

Section 26.4 Upon retirement or disability retirement from the Police Department, each bargaining unit member shall be entitled to a continuing life insurance policy in the amount of twenty thousand ($20,000.00) dollars.

26.05 The spouse of any member who is employed full-time and has the availability of Medical and Prescription Drug coverage through their fulltime employer shall be required to obtain such coverage and will not be eligible for the City's Plan. In the event that the spouse becomes

unemployed, ineligible for their employer coverage or is unable to participate in their employer plan, the City will treat such as a qualifying event and permit the spouse to enroll in the City's plan.

26.06 Beginning May 1, 2013, members of the Bargaining Unit are eligible to participate in the City's "Opt-Out" program wherein employees may be eligible for a cash incentive to waive health coverage. Such "Opt-Out" amount shall be 30% of the fully funded premium for the plan for which the employee would otherwise be eligible. Members must provide proof that they have Medical, Prescription Drug, Life, Dental, and Optical coverage in order to be eligible for the "Opt-Out".

26.07 The Bargaining Unit retains the right to participate in the Health Insurance Committee. This committee will represent their members during any renewals or changes of insurance programs and cooperate with other employee groups in choosing the insurance program offered to employees.

ARTICLE 27 HOURS OF WORK AND OVERTIME

Section 27.1 Overtime shall be defined as any time worked in excess of eight (8) hours in any twenty-four (24) hour period or in excess of forty (40) hours in any workweek, as defined in this Agreement other than compensatory time as defined.

Section 27.2 Work schedules for bargaining unit employees will be arranged by the Employer so that the regularly scheduled workweek shall consist of forty (40) hours based on five (5) consecutive eight (8) hour work days and two (2) consecutive days off. The days off will be modified when an employee's schedule or assignment is modified. The Employer shall designate the start of the work week and work day but shall not change the starting time to avoid the payment of overtime.

Section 27.3 A bargaining unit member in an off-duty status who is ordered or requested to report for work and so reports, shall be paid a minimum of three (3) hours or actual time worked, whichever is greater, at the appropriate rate as defined in this Agreement. For meetings and training scheduled and required by the Employer, bargaining unit members shall be paid for the actual time in the meeting or training, with a minimum of two (2) hours at their appropriate rate.

Section 27.4 Each employee shall be compensated for each overtime hour worked, an amount equal to one and one-half (1½) times their normal hourly rate as designated by this Agreement.

Section 27.5 Such overtime, at the discretion of the employee, may be taken as paid overtime or as compensatory time. At the conclusion of the overtime worked, each employee will indicate, on a form provided by the City, his preference of paid overtime or compensatory time. This form will be signed by the employee's immediate supervisor and a copy given to the employee. Compensatory time may only be accumulated to a maximum amount of one-hundred twenty (120) hours. Employees at this maximum will be paid for all overtime worked instead of receiving compensatory time.

Section 27.6 The record of compensatory time shall be submitted to the Finance Director with the payroll at the conclusion of the work period in which the overtime is

worked. The Finance Director's record regarding accumulation of accrued compensatory time and overtime and the use of compensatory time shall be the official record.

Section 27.7 Compensatory time must be takin in four (4) or eight (8) hour increments. Compensatory time may be taken in hour increments up to three (3) hours provided the compensatory time taken does not cause overtime costs to the City. There shall be no selling back of compensatory time, except that an employee may request to convert up to forty (40) hours of comp time into cash each year which will be issued by separate check.

Section 27.8 When requesting compensatory time off, priority of preference shall be given to vacation and paid holidays, respectively. Should two (2) or more employees request the same comp time off at the same time (same calendar day), priority of preference shall be given to the most senior employee of the same rank. The use of comp time off will be reasonably governed by scheduling considerations. Approval of compensatory time is subject to the same approval requirements as all other benefits, such as vacation leave, except that time limits may be waived if it is deemed by the Chief or the Captain to be an emergency situation.

Section 27.9 The scheduled overtime for the succeeding two (2) months work schedule shall be posted twelve (12) days prior to the two (2) months work schedule being posted. All full-time Patrolmen will be allowed within the first five (5) days of such posting to request one (1) eight (8) hour shift of the scheduled overtime based on seniority, to be worked during the following two (2) months work schedule. If a full-time patrolmen does not elect to work scheduled overtime within the five (5) day time period he/she waives his/her right for that two (2) month work schedule. After the five (5) day time period has elapsed the balance of the scheduled overtime will be filled in by the part-time patrolmen.

ARTICLE 28 SHIFT-DIFFERENTIAL

Section 28.1 Those employees who work an afternoon, night, swing, or overlap shift shall be paid a shift differential specified in this Article. The shift differential shall be paid for all hours actually worked in the afternoon, night, swing, or overlap shift.

Section 28.2 The shift differential for the afternoon shift shall be $.50 cents per hour and the shift differential for the night shift shall be $.50 cents per hour. An employee working the swing shift or overlap shift shall be paid $.50 cents per hour above the normal hourly rate.

ARTICLE 29 OUT OF CLASSIFICATION WAGE RATES

Section 29.1 When a member of the bargaining unit is assigned to work out of his classification, said employee shall be paid at the hourly rate of the classification he temporarily fills, or his own rate of pay, whichever is greater. Such hourly wage shall also include the appropriate shift differential payment.

ARTICLE 30 CLOTHING AND EQUIPMENT ALLOWANCE UNIFORM AND MAINTENANCE PAYMENT

Section 30.1 Each member of the Patrol Officers bargaining units shall be paid in the first off pay period of January of each year of this agreement by separate checks, the amount of seven hundred dollars ($750.00) for clothing allowance and equipment payment. All uniforms issued to probationary employees shall remain the property of the City and are to be returned to the City.

Section 30.2 All full-time Patrol Officers, employed as of December first of each year of this Agreement shall be provided a four hundred fifty dollar ($450.00) uniform maintenance payment on the first off pay period of December of each year of the Agreement. This payment shall be made to those employees in who are in full-time employment with the City as of December first of each year on a prorated share for these completed months that the employees worked during that calendar year. This payment shall be made directly to the employee and is to be used for uniform maintenance and acquisition.

Section 30.3 The Chief or his designee shall direct any bargaining unit employee under his command to replace any piece of uniform or clothing which is badly worn.

Section 30.4 Officers wishing to purchase their duty weapon upon retirement or if the City is to issue new weapons to the appropriate bargaining unit members, they may do so from their clothing/equipment allowance. Weapons purchased from the department shall be at a rate equal to the current replacement cost of that weapon. Officers may purchase their duty weapon from their clothing allowance upon retirement or separation in increments not to exceed one year. Officers shall not sell any weapon purchased under this Agreement, except to an authorized distributor, and only for the purpose of replacing that weapon with a current model. All monies generated under this article shall remain with the Police Department for the purpose of upgrading, replacing, repairing or purchasing department issued weapons. Officers shall notify the Chief of Police in writing as to their intent to purchase their weapon and how the monies from their clothing allowance should be distributed back to the City of Ravenna.

ARTICLE 31 LONGEVITY

Section 31.1 Each full-time member of the bargaining unit shall receive in addition to other compensation required under this Agreement an annual longevity payment based upon the employee's continuous length of service in the City of Ravenna, commencing with the initial date of hire in the Police Department as a full-time employee.

Section 31.2 Upon completion of the fifth (5) year of service each full-time member of the bargaining unit shall receive an additional five ($5.00) dollars per month for each one (1) year period of employment, to a maximum of thirty-three (33) years, with the City of Ravenna. The maximum amount an employee may receive is $165.00 per month (bi-

weekly $76.15) or one thousand nine hundred eighty ($1,980.00) dollars per year in longevity pay.

Section 31.3 Employees hired after January 1, 1989, shall not accrue longevity based upon pro-rated, part-time service.

ARTICLE 32 VACATIONS

Section 32.1 All regular full-time employees shall be granted the following vacation leave with full pay based on their length of service with the City. The rate of vacation leave hours shall be accrued per eighty (80) hours work is as follows:

LENGTH OF SERVICE	NO. OF DAYS
Less than one year	0 days
One-three years	10 days
Four years	11 days
Five years	12 days
Six years	13 days
Seven years	14 days
Eight years	15 days
Nine years	16 days
Ten years	17 days
Eleven years	18 days
Twelve years	19 days
Thirteen years	20 days
Fourteen years	20 days
Fifteen years	21 days
Sixteen years	21 days
Seventeen years	22 days
Eighteen years	23 days
Nineteen years	24 days
Twenty years plus	25 days

Regular fulltime employees who have reached 25 years of service with the City who are eligible for retirement but who remain working for the City may accrue another week of vacation leave using the accumulation formula for a total of six (6) weeks of vacation.

Section 32.2 Vacation leave may be used as earned or banked to a maximum of six (6) weeks, or two-hundred forty (240) hours.

Section 32.3 An employee shall become eligible for vacation leave in the year of his anniversary date. Employees must provide at least three (3) days (three (3) work days of the administrative office) notice for requesting vacation leave. Leave requests shall be subject to availability and previously requested leaves.

Section 32.4 Scheduled vacations canceled by the City within the calendar year must be rescheduled with the permission of the Chief and taken in the current year or may be taken within two (2) months of the succeeding calendar year. Employees may not have vacation leave rescheduled except for extenuating circumstances, e.g. death in family, major illness or injury.

Section 32.5 Vacation requests shall be made during the months of November and December of the year preceding the year during which the vacation requests shall be taken. If more than one (1) request is made for the same date or an overlap should occur, seniority shall have preference.

Section 32.6 Employees who accumulate three (3) weeks or more of vacation leave each year may convert annually up to forty (40) hours of unused accumulated vacation leave. Employees who accumulate four (4) weeks or more of vacation leave may convert annually up to eighty (80) hours of unused accumulated vacation leave. The employee shall provide a written request to convert vacation leave to the Chief by November 15, each year. The City shall convert the vacation leave in either the December or January following the request for conversion.

Section 32.7 Employees who terminate in good standing their employment with the City shall receive a conversion to cash of their accumulated, unused vacation leave. Employees who die during their employment with the City shall have their accumulated unused vacation leave paid to their estate or paid according to probate laws.

ARTICLE 33 SICK LEAVE/BEREAVEMENT LEAVE

Section 33.1 Sick leave shall be defined as an absence with pay necessitated by: 1)illness, injury or disability of an employee or member of the employees immediate family where the employees presence is reasonably necessary; 2) medical, dental or optical examination or treatment of an employee or member of the immediate family where the employee's presence is reasonably necessary; 3)exposure to a contagious disease which would jeopardize the health of the employee or co-workers;4) pregnancy and/or childbirth and related conditions of employee or spouse.

Section 33.2 All employees shall earn sick leave at the rate of four and six tenths (4.6) hours for every eighty (80) hours in active pay status and may accumulate such sick leave to an unlimited amount.

Section 33.3 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore before the start of his work shift each day he is to be absent. The employee shall notify the Employer at least one (1) hour prior to the start of his shift unless extenuating circumstances prevail.

Section 33.4 Sick leave may be used in segments of not less than one (1) hour. Employees shall not use sick leave to cover tardiness.

After five (5) uses (occurrences) in any six (6) consecutive month period, the next sick leave use(s) shall be without pay up to four (4) hours' use. (That is, the first hours of sick leave use up to four (4) hours use in any six (6) consecutive month period will be without pay). Exempt from sick leave "use" shall be previously scheduled medical appointments when the employee has notified his/her supervisor prior to the requested use.

Section 33.5 An employee absent for three (3) work days or more may be required to furnish a physician's report to be eligible for paid sick leave.
Section 33.6 If the employee fails to submit adequate proof of illness, injury or death, or in the event that upon such proof as is submitted or upon the report of medical proof as is submitted or upon the report of medical examination, the department head finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

Section 33.7 Any abuse or patterned use of sick leave shall be cause for disciplinary action.

Section 33.8 The Department head may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

Section 33.9 Bereavement leave may be used to a maximum of three (3) eight (8) hour workdays for the death of a member of an employee's immediate family. Leave use for death may be reasonable. If the death in the immediate family requires that the employee travel more than three hundred (300) miles, the Chief may, at the request of the employee, allow up to two (2) additional work days as bereavement leave. Any additional time granted must be requested by the employee and shall utilize either sick leave or vacation leave, at the option of the employee subject to the approval of the Chief or Mayor/Safety Director. Sick leave utilized for bereavement leave may not be charged against an employee with regards to usage in accordance with Section 33.4 of the current collective bargaining agreement.

Section 33.10 When the use of sick leave is due to illness or injury in the immediate family, "immediate family "shall be defined to only include the employee's parents, spouse, children, foster children, and grandchildren residing with the employee. When the use of sick leave is for bereavement leave, the immediate family is defined as spouse, children, parent, foster children, parent-in-law, grandparent, spouse's grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, and uncle, brother and sister. This includes a one (1) day bereavement leave for the spouse's aunt and uncle.

Section 33.11 A bargaining unit member who has accumulated at least one hundred twenty (120) days of sick leave, may, in the following years, sell back to the City unused

sick leave if he has used no more than three (3) days of sick leave accumulated during any subsequent year. The individual may elect to annually sell back the unused sick leave accumulated during that year at the rate of three (3) days of sick leave for one (1) day of regular pay. A bargaining unit member, who has accumulated at least one-hundred fifty days of sick leave, may in the following years sell back to the City unused sick leave if he has used no more than three (3) days of sick leave accumulated during any subsequent year. The individual may elect to annually sell back the unused sick leave accumulated during that year the rate of two (2) days of sick leave for one (1) day of regular pay.

ARTICLE 34 SICK LEAVE CONVERSION AT RETIREMENT

Section 34.1 An employee of the Employer who retires under the Police Pension Fund with ten (10) or more years of continuous service with the Employer will upon application be paid a one (1) time bonus calculated upon his o her accrued but unused sick leave account as follows:

A. A payment of not less than one-half (1/2) the number of hours of the employee's accrued but unused sick leave to a maximum of nine hundred sixty (960) hours at the employee's regular hourly rate of pay.

Section 34.2 The application for conversion payment must be made in writing and signed by the employee at his or her time of retirement. The conversion will be distributed to the employee not later than thirty (30) days after the employee's retirement date. Payment shall be based on the employee's hourly rate of pay at the time of retirement.

Section 34.3 An employee is only entitled to one conversion of sick leave bonus as an employee of the Employer.

Section 34.4 In the event a permanent full-time employee dies, his estate shall be entitled to be paid such unused accrued sick leave credit up to the maximum provided in this Article payable to the employee's estate.

ARTICLE 35 LEAVES OF ABSENCE AND FAMILY MEDIAL LEAVE

Section 35.1 All unpaid leaves of absence under this Article (and extensions thereof)must be applied for a granted or rejected within ten (10) working days, in writing, on forms to be provided by the Employer and with approval of the Chief of Police and the Mayor or Safety Director. Seniority during periods of leave shall be according to Article 24. Any leave may be immediately revoked and an employee may be disciplined if not utilized for the purpose requested or otherwise abused.

Section 35.2 When an employee returns to work after any leave of absence, that employee will be assigned to the classification which he or she formerly occupied.

Unless otherwise provided for, an employee may, upon request, return to work prior to the expiration of any leave of absence, if such early return is agreed to by the Employer.

Section 35.3 An employee, called for jury duty or subpoenaed as a witness in a criminal action other than as an employee of the Police Department, to which he or she is not the charged or reasonable party, shall be granted a leave of absence to appear as a juror or witness and will receive their regular pay and remit to the Employer any jury or witness fees. To be eligible for such pay, an employee must present verification of his or her call to jury or witness duty.

Section 35.4 An employee may be granted a personal leave of absence without pay for any reason except to seek employment elsewhere, for a period not to exceed ninety (90) calendar days, at the discretion of the Employer.

Section 35.5 An employee may be granted a leave of absence without pay for the purpose of pursuing legitimate educational activities which directly relate to his or her job, with approval of the Employer. Such leave shall be for no more than two (2) years.

Section 35.6 Employees who leave the service of the Employer to enter the United States Armed Forces shall have the rights to reinstatement as provided by state and federal statutes.

Section 35.7 All employees of the bargaining unit who are members of the Ohio National Guard, the Ohio Defense Corps, or members of other reserve components of the Armed Forces of the United States, are entitled to leaves of absence for such military service for field training, active duty or emergency call-out for a period not to exceed thirty-one (31) days per year per employee. The employee is required to submit to the Employer an order or statement form the appropriate military commander as evidence of such duty at least two (2) weeks in advance of the starting date of such leave unless emergency situations require otherwise.

Employees on such leave shall be paid during such absence for the difference between their regular straight time wages and their military pay for such period, as verified to the Employer by military pay voucher. The maximum number of hours for which payment may be made in any one (1) calendar year under this provision is one hundred seventy six (176) hours per employee.

Section 35.8 Employees who are members of the Ohio National Guard or any military reserve unit shall be granted time off with pay when ordered to temporary active duty or when ordered to military training exercises not to exceed thirty-one (31) calendar days per year or a total of one hundred seventy six (176) hours. Military leave pay shall be the difference between the employee's regular pay and service pay.

Section 35.9 An employee shall be granted a leave of absence without pay to serve in the Armed Forces of the United States or any branch thereof. Such leave shall last only

for the initial enlistment or induction period. Employees on military leave without pay shall continue to accrue seniority and if an employee requests reinstatement within thirty -one (31) calendar days of his discharge from military service, the Employer shall reinstate the employee at the same rank as when he left, with full credit for prior seniority. The Employer may require that the employee establish that his physical and mental health have not been impaired as to render him incompetent to perform the duties of his position.

Section 35.10 Employees with scheduled hours of 1250 or more during the twelve (12) months preceding the leave shall be eligible upon request and approval for an unpaid family or medical leave:

1. Eligible employees shall be those who have worked a total of 1250 scheduled hours or more during the twelve (12) months preceding the leave.
2. To be eligible for unpaid FMLA leave, the employee shall first exhaust all available Vacation leave, holidays, and personal leave which shall be inclusive of FMLA leave and entitlement. After exhaustion of vacation, holiday and personal leave the Employer may, at its discretion, require an employee to utilize sick leave. The employer shall not require an employee who has forty (40) hours of vacation and forty (40) hours of sick leave to exhaust such time, which will be maintained in separate banks of accumulated time under this Article.
3. Employees requesting an unpaid family or medical emergency leave must advise their immediate supervisor of such request at least thirty (30) days in advance of the anticipated commencement of said leave, unless an emergency prevents such notice. In that event, as much advance notice as possible shall be given.
4. The total amount of leave available to any employee is twelve (12) weeks in a "rolling year." Employees are entitled to FMLA leave up to twelve weeks in a year and such leave shall be calculated when first approved. Such FMLA leave is inclusive of both paid and unpaid leave.
5. Employees must request such leave in writing and are required, if requested by their immediate supervisor, to provide medical verification from the appropriate attending physician. Employees requesting such family or medical emergency leave may be examined by the City's physician to confirm eligibility for the leave.
6. Employees who request and are approved for an unpaid family medical or emergency leave shall continue to receive paid health insurance benefits, assuming the employee is otherwise eligible for such benefits in accordance with the provisions of this Agreement.
7. Such leave will be provided only in the following circumstances:

    a. Birth of a child
    b. Adoption of a child or placement of a foster child
    c. To care for a sick spouse, child or parent suffering from a serious health condition where the employee's attendance is necessary to such care; or,
    d. To address the employee's serious health condition which renders the employee incapable of performing the functions of his/her job.

e. A serious health condition is defined as an illness, injury, impairment or physical or mental condition that involves (1) inpatient care in a hospital, hospice or residential medical facility, or (2) continuing treatment by a health care provider.

ARTICLE 36 TEMPORARY LEAVES WITHOUT PAY

Section 36.1 Temporary leave without pay up to eighty (80) hours may be granted upon the request of the employee, in writing, and for good cause shown, and will not be unreasonably denied.

Section 36.2 An employee who is unable to work due to sickness, injury or illness, and who has exhausted all available paid leave, may be granted leave without pay for up to one (1) year if requested in writing. Any member granted leave as set forth herein without pay shall be reinstated at his former classification, if physically and mentally competent to perform his duties. An employee on leave without pay according to this Article shall accrue seniority during the period of the leave.

Section 36.3 An employee who has exhausted all available sick leave but who is otherwise entitled to take sick leave, shall be entitled to take vacation time prior to taking leave without pay.

Section 36.4 An employee who had exhausted all available injury leave shall be entitled to take unused sick leave, compensatory time and vacation prior to taking leave without pay.

Section 36.5 All accrued paid leave (sick, vacation, comp-time, etc.) Must be utilized before any FMLA leave. All paid and unpaid leave taken in any twelve month (12) period shall be applied to satisfying the FMLA twelve (12) week period and not in addition thereto.

ARTICLE 37 HOLIDAYS AND PERSONAL LEAVE

Section 37.1 The following holidays and personal days are designated as paid holidays for all full-time Patrol, Sergeants and Lieutenants:

1. New Years Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. July 4th
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Friday after Thanksgiving

10. Christmas Day
11. Three (3) Personal Days per year

Section 37.2 Employees working on the actual date of each of the above listed holidays shall be paid at a rate of time and one-half (1 ½) or the work performed on the holidays. In order to be eligible for the holiday premium pay, the employee must report to work, and actually work the last scheduled workdays subsequent to the workday immediately after the holiday, unless specifically excused by the Chief or Mayor/Safety Director, or if the employee is on authorized vacation leave on the previous or subsequent workday to the holiday.

Section 37.3 Employees shall be entitled to eight (80) hours holiday leave which must be scheduled during the calendar year in which the holiday occurred. Scheduling of holiday leave is subject to the approval of the Chief or his designee. Employees may however, convert up to forty (40) hours of the annual holiday leave to a cash payment at the employee's rate of pay in effect at the time of conversion at a rate of one (1) hour of pay for each one (1) hour of holiday leave. The conversion shall not apply to the three (3) personal days granted in this Article. The holiday leave and holiday leave conversion shall be prorated for those employees who have not worked the entire calendar year. Such pro-ration shall grant the employee an amount of holiday leave which corresponds to the holidays which have occurred during the employee's employment as a full-time officer and or dispatcher for the City. The holiday leave conversion shall be paid no sooner than the first pay period in December and no later than the second pay period in December. In order to be eligible for holiday leave conversion the employee must be employed as of December 1st of each year.

Section 37.4 Paid holidays shall be given as requested by the employee with at least three (3) days advance notice to the immediate supervisor. Approval must be secured from the scheduling supervisor for scheduling holidays off.

Section 37.5 Employees who have previously scheduled holiday leave cancelled and are unable to reschedule during the current calendar year shall be able to carry over the unused holiday to the next calendar year. Any unused holiday leave carried over must be rescheduled in the first two (2) months of the next calendar year. Such carry-over holiday leave is not subject to the conversions provisions of this Article.

Section 37.6 Probationary employees shall not be entitled to personal leave days until they have completed six (6) months service at which time they will be entitled to one (1) personal leave day.

ARTICLE 38 SERVICE RELATED INJURY LEAVE

Section 38.1 When an employee is injured in the line of duty while actually working for the Employer, he shall be eligible for a paid leave not to exceed ninety (90) calendar days from injury date, providing he or she files for Worker's Compensation and signs a waiver

assigning to the Employer those sums of money he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under this Article. If the Employer contests the claim for temporary total disability then the leave shall not exceed one hundred eighty (180) days from injury date. Such leave shall commence after the employee utilizes his sick leave for the first five (5) work days or unless such absence occurs on the date of injury or is immediately contiguous to the date of injury. Sick leave will be fully reimbursed if any Worker's Compensation is received for such days by the Employer

Section 38.2 The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer, resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not.

Section 38.3 The bargaining unit employee agrees that they may be required at the City's option to turn over to the Employer any weekly compensation check which represents wages paid from any fund that the Employer contributes to, in exchange for receiving his regular paycheck, in accordance with the present practice. An employee injured during that course of employment must report said injury by the end of their shift or as soon as they realize they have sustained injury.

Section 38.4 Any lump sum payment received by the bargaining unit employee for a permanent injury or illness remains the property of the employee.

Section 38.5 Any bargaining unit employee on injury leave shall be entitled to reinstatement upon approval of a certified physician at the rate of pay of the position to which the employee is reinstated at the time of such reinstatement.

Section 38.6 Bargaining unit employees shall continue to accumulate seniority while on injury leave.

Section 38.7 After the exhaustion of all appeals of failure to timely appeal, and the injury or disability is disallowed by the Bureau of Workers' Compensation or the Industrial Commission of Ohio, the employee shall be charged with all time lost from work against his accumulated sick leave time or vacation time. If the employee does not have accumulated sick leave or vacation time to cover either all or part of the time off up to and including the date the claim is disallowed, then any monies paid to the employee by the Employer under this Article shall be repaid by the employee to the Employer.

Section 38.8 Whenever an employee is required to stop working because of a service related injury or disability, he shall be paid for the remaining hours of that workday and such time shall not be charged to leave of any kind.

Section 38.9 If an employee on injury leave resulting from either on-duty or off-duty activities is capable of performing light duties the City or the employee may request to return from injury leave and perform such light duties.

ARTICLE 39 EDUCATION

Section 39.1 The Employer shall pay for tuition for all education or training required as a condition of employment, and for all educational programs as may be required by the Chief of Police , those courses mandated by the State of Ohio to maintain an officer's or dispatcher's certification within their job description or classification.

Section 39.2 For those classes and courses that are job related that the employee desires to take at a college or university or other institution approved by the Chief and upon approval of the Police Chief, the Employer shall pay one-half (1/2) of the books and tuition upon earning a grade of "B" or better on completion of the courses. The course or courses must be related to the duties performed by the employee. Request to attend such classes and courses shall be within the budgeting constraints of the Department but shall not be unreasonably denied by the Chief of Police.

The reimbursement shall be subject to the following conditions:

A. Request for attendance must be in writing to the Chief no later than thirty (30) days prior to the start of the class.
B. Upon successful completion of the class (attaining a "B" or better) the employee shall present to the employer the employee's tuition statement and the course grade for tuition reimbursement.
C. To be eligible to attend, employees must be formally accepted by the University and meet its requirements and must have completed two (2) full years of service with the Ravenna Police Department.
D. Class attendance shall be on the employee's time and the Employer shall not pay the employee for anytime spent in class attendance.
E. The Employer shall complete the reimbursement to the employee within thirty (30) days of the employee's presentation of satisfactory documentation.

Section 39.3 For any educational program which is required under Section 39.1 the Employer shall reimburse the employee the reimbursement rate established for City Council for mileage incurred in attending the educational program when a person's automobile is used.

ARTICLE 40 WAGE SCALES

Section 40.1 All employees covered within this bargaining agreement shall receive wage rates specified in the wage scale attached.

ARTICLE 41 WAIVER IN CASE OF EMERGENCY

Section 41.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor or Ravenna, the federal or state legislature, such as acts of god and civil disorder, the following conditions of this Agreement shall automatically be suspended:

A. Time limits for management or the Union's replies on grievances; and all work rules and /or provisions of Agreements or practices directly relating to the assignment of all employees.

Section 41.2 Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed form the point in the grievance procedure to which they had properly progressed.

ARTICLE 42 FITNESS INCENTIVE PLAN

Section 42.1 All members of the sworn law enforcement bargaining unit shall be eligible to participate in the Fitness Incentive Program one (1) timer per year. Each member who passes all phases of the fitness test which will be given two (2) times per year as established by the Employer shall be granted bonuses according to the established schedule.

Section 42.2 All employees hired since 1994 shall be required to participate in and pass the required fitness qualifications as established by the Employer. All employees hired prior to 1994 ARE NOT required to participate and successfully pass fitness qualifications and SHALL be exempt from all penalties established under this article, however pre 1994 members shall be eligible for incentive bonus upon successful completion of this testing according to this article.

Fitness Rating	Bonus Pay
3	$250.00
4	$500.00
5	$750.00

Section 42.3 To qualify for bonuses, an employee must achieve a three (3) or better rating on each phase of the fitness test. The average score of the two tests shall be used to determine bonuses, if any. A test score of two (2) or less in any phase of the semi annual scheduled yearly fitness testing dates shall disqualify employees from receiving any bonuses granted under this article. The 12 Minute Run/Walk test shall be mandatory for all employees to pass regardless of overall score, a score of two (2) or less will be considered an automatic failure. Failure of the Cardiovascular Endurance Test 12 Minute Run or Walk Test will automatically require a complete retest for the employee.

A. Example: If your average score of all testing components is 3.5%, but you received a score of two (2) in any one phase, you will not be eligible for the incentive bonus. An average score of 3.5% with ONLY one (1) failure of a score of two (2) or less (other than mandatory 12 Minute Run/Walk Test) in any phase would be a Passing Score for the purposes of the Physical Fitness Program, but the employee WOULD NOT be eligible to receive the Fitness Incentive bonus. Failure of the 12 Minute Run/Walk Test will automatically require a complete retest.

Section 42.4 Penalties

1. If an employee fails two or more areas of the Fitness Program or the employee fails the cardiovascular endurance test as established by the Employer the following guidelines shall automatically take place:
    a. Penalties: Sixty (60) days from the date of failing the Fitness Test, the employee shall be rescheduled to re-take the entire fitness test.
2. If an employee fails the FIRST retest according to established procedures, the employee shall forfeit one (1) day of Vacation, Holiday, Compensatory Time to be determined by the Employer
3. If an employee fails the SECOND retest which will be scheduled sixty (60) days from the date of the first retest, the employee shall forfeit two (2) additional days of Vacation, Holiday, and Compensatory Time to be determined by the Employer.
4. If the employee fails a THIRD retest which will be scheduled sixty (60) days from the date of the second retest date, the employee shall forfeit an additional three (3) days of Vacation, Holiday, or Compensatory Time to be determined by the Employer.

After a fourth failure, the Employer may order the employee to receive a Fitness for Duty Evaluation form an appropriate Medical Physician to determine whether the employee can perform the essential functions of his/her job classification.

Section 42.5 Every employee who fails to successfully pass the Fitness Testing Program at any stage will be given individual counseling by the Department's Certified fitness instructor along with an individual workout program or regiment designed for the employee to successfully pass the program.

ARTICLE 43 DURATION AND EXECUTION

Section 43.1 This Agreement shall become effective on January 1, 2013 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight December 31, 2015.

Section 43.2 The parties agree to reopen Article 40, of the collective bargaining agreement between the City of Ravenna and the Fraternal Order of Police, Sergeants and Lieutenants to discuss the wage compression issue. The parties further agree to meet and discuss any non-economic issues. The effective date of these discussions will be no later than December 31, 2014.

FOR THE FOP/OLC:

Charles Wilson, Staff Representative

Jason Smallfield, Unit Representative

FOR THE CITY OF RAVENNA:

Joseph Bica, Mayor

Chief Timothy Adkins

Kim Cecora, Finance Director

Clayton D. Morris, HR Consultant

CITY OF RAVENNA FOP WAGE SCALE

For period January 1, 2011 through December 31, 2015

PATROL OFFICER

STEP A	2011 / 2012 RATE	2013 RATE 1%	2014 RATE 3%	2015 RATE 3%
Annual	$42,203.20	$42,619.20	$43,908.80	$45,219.20
Bi-weekly	$1,623.20	$1,639.20	$1,688.80	$1,739.20
Hourly	$20.29	$20.49	$21.11	$21.74
STEP B				
Annual	$44,241.60	$44,678.40	$46,030.40	$47,403.20
Bi-weekly	$1,701.60	$1,718.40	$1,770.40	$1,823.20
Hourly	$21.27	$21.48	$22.13	$22.79
STEP C				
Annual	$46,592.00	$47,049.60	$48,464.00	$49,920.00
Bi-weekly	$1,792.00	$1,809.60	$1,864.00	$1,920.00
Hourly	$22.40	$22.62	$23.30	$24.00
STEP D				
Annual	$48,942.40	$49,441.60	$50,918.40	$52,436.80
Bi-weekly	$1,882.40	$1,901.60	$1,958.40	$2,016.80
Hourly	$23.53	$23.77	$24.48	$25.21
STEP E				
Annual	$51,334.40	$51,854.40	$53,393.60	$54,995.20
Bi-weekly	$1,974.40	$1,994.40	$2,053.60	$2,115.20
Hourly	$24.68	$24.93	$25.67	$26.44
STEP F				
Annual	$53,872.00	$54,412.80	$56,035.20	$57,720.00
Bi-weekly	$2,072.00	$2,092.80	$2,155.20	$2,220.00
Hourly	$25.90	$26.16	$26.94	$27.75