

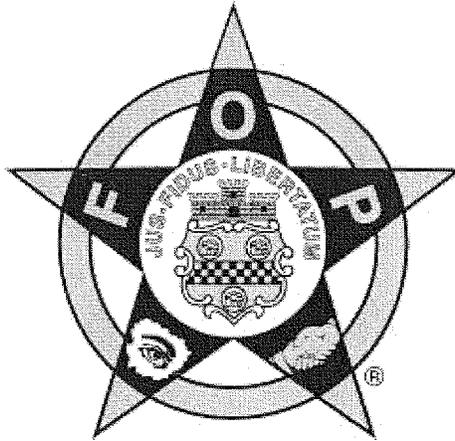


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AGREEMENT

BETWEEN

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



AND

THE CITY OF GREENFIELD

(Dispatchers, Patrol Officers and Sergeants)

January 1, 2014 – December 31, 2016

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PREAMBLE

This Agreement is entered into by and between the City of Greenfield, Ohio, hereinafter referred to as the "Employer," and the Fraternal Order of Police/Ohio Labor Council, hereinafter referred to as the "Labor Council," and has as its purpose the following:

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

Whenever used herein, for the purpose of the administration of this Agreement, the term "Employer" shall be deemed to include any employee supervisor, representative, agent or other person designated by the City Council of the City of Greenfield, Ohio, to act on behalf of the Employer.

ARTICLE 1 **RECOGNITION**

Section 1.1. The Employer hereby recognizes the Fraternal Order of Police, Ohio Labor Council, Inc., as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters pertaining to wages, hours, terms and other conditions of employment for all members in the bargaining units. All Articles of this Agreement shall cover all classifications within the three (3) bargaining units unless otherwise excluded by the specific language within a specific Article. The bargaining units shall consist of:

Bargaining Unit A: Dispatchers
Bargaining Unit B: Patrol Officers
Bargaining Unit C: Sergeants

Section 1.2. Full-time and regular employees are those who work at least thirty (30) hours per week for all weeks of the year excepting vacations, holidays, and other time-off as allowed by this Agreement.

Section 1.3. All positions and classifications not specifically established herein as being included in a bargaining unit shall be excluded from all the bargaining units.

Section 1.4. Upon the creation of any new classifications in the department, the Employer and the Labor Council shall meet within fourteen (14) days of the establishment of the position to enter into an agreement as to the proper assignments of the position into one (1) of the above classifications, the creation of a new classification or the exclusion of the position from the above classifications. If the Employer and the Labor Council can not agree on the above, the matter shall be submitted to SERB for determination.

Section 1.5. It is understood that this Agreement is a multiple unit Agreement, entered into voluntarily by the parties pursuant to chapter 4117 of the Ohio Revised Code and

that no future obligation exists except as otherwise provided in this Agreement that would require the parties to bargain for these units in separate negotiations.

ARTICLE 2
DUES DEDUCTION, AGREEMENT ADMINISTRATION FEES,
AND FAIR SHARE FEES

Section 2.1. The Employer agrees to deduct Labor Council membership dues, agreement administration fees, or fair share fees in accordance with this Article for all employees eligible for the bargaining unit.

Section 2.2. The Employer agrees to deduct regular Labor Council membership dues once each month from the first paycheck of the month of any employee in the bargaining unit eligible for membership, upon receiving written authorization signed individually and voluntarily by the employee. Upon receipt of the proper authorization, the Employer will deduct Labor Council dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 2.3. Any employee hired before January 1, 2005, who voluntarily submits a dues check off authorization, and who thereafter revokes the authorization, shall pay to the Labor Council, through payroll deduction, an agreement administration fee for the duration of this Agreement. The agreement administration fee is automatic and does not require the employee to remain a member of the Labor Council nor shall the agreement administration fee exceed the dues paid by the members of the Labor Council in the same bargaining unit. The agreement administration fee shall not be used to finance political and/or ideological activity. The agreement administration fee is strictly to be used to finance the proportionate share of the cost of collective bargaining, contract administration, and pursuing matters that directly affect wages, hours, and other terms and conditions of employment of bargaining unit members. The Labor Council shall prescribe a rebate and challenge procedure which complies with ORC Section 4117.09 (C), and federal law.

Section 2.4. Fair Share Fee.

- A. Payroll Deductions of Fair Share Fee — The Employer shall deduct from the pay of members of the bargaining unit hired after January 1, 2005, who elect not to become or remain members of the Labor Council, a fair share fee for the Labor Council's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes, or any other endeavors not germane to the Labor Council's work in the realm of collective bargaining and contract administration.
- B. Notification of the Amount of Fair Share Fee — Notice of the amount of the annual fair share fee, which shall not exceed 100% of the Labor Council dues for members, shall be transmitted by the Labor Council to the Employer as is necessary to be accurate during the term of this contract for the purpose of determining the amount to be payroll deducted. The Employer agrees to

transmit all amounts deducted to the Labor Council once each month, at the same time and to the same place as regular membership dues.

- C. The Labor Council represents to the Employer that an internal rebate procedure has been established in accordance with Chapter 4117 of the Ohio Revised Code, and that a procedure for challenging the amount of the fair share fee has been established and will be given to each member of the bargaining unit hired after January 1, 2005, who does not join the Labor Council, and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.
- D. Entitlement to Rebate — Upon timely demand, non-members may apply to the Labor Council for an advance reduction/rebate of the fair share fee pursuant to the internal procedures adopted by the Labor Council.

Section 2.5. The Labor Council shall furnish to the Auditor, as often as required to be accurate, the amount to be deducted from each paycheck.

Section 2.6. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Labor Council dues, agreement administration fees, or fair share fees. The Labor Council 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 pursuant to this Article. Once the funds are remitted to the Labor Council, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Labor Council.

Section 2.7. The Employer shall be relieved from making such individual deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; and/or (5) written revocation of the employee's authorization (for dues deductions only).

Section 2.8. The Employer shall not be obligated to make dues deductions, agreement administration fee deductions, or fair share fee deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Labor Council dues or fees.

Section 2.9. The parties agree that neither the employees nor the Labor Council shall have a claim against the Employer for errors in the processing of deductions or fees, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Labor Council dues or fee deduction would normally be made by deducting the proper amount.

Section 2.10. The Labor Council agrees to save the Employer harmless in the event of any legal controversy with regard to the application of the fair share fee or agreement

administration fee sections of this Article.

ARTICLE 3
LABOR COUNCIL REPRESENTATION

Section 3.1. The Employer agrees to admit not more than two (2) Labor Council Staff Representatives to the Employer's facilities. The Staff Representative(s) shall be admitted to the Employer's facilities and sites, for the purpose of processing grievances or attending meetings as permitted herein providing reasonable advance notice is given the Employer. Upon arrival, the Labor Council Staff Representative shall identify himself to the Employer or the Employer's designated representative.

Section 3.2. The Employer shall recognize no more than a total of three (3) employee(s) in the bargaining unit to act as Labor Council steward(s) for the purpose of processing grievances in accordance with the Grievance Procedure.

Section 3.3. The Employer agrees to grant, inclusive of all three (3) bargaining units, time off not to exceed one (1) hour per pay period to the recognized Labor Council steward(s) for the purpose of investigating grievances or to attend to Labor Council related activities. The recognized Labor Council steward(s) shall notify the Chief of Police or his designee prior to commencing such activity and upon the conclusion of such activity. The Chief of Police, or his designee shall be responsible for maintaining a log of such usage or paid time off. Time required to appear as a witness or representative for the discipline or grievance procedure shall not be deducted from the one (1) hour release time. This Section does not prevent the Chief of Police or his designee at their sole discretion from authorizing more than one (1) hour paid release time per pay period. Such release time shall not accumulate beyond eight (8) hours without the approval of the City Manager.

Section 3.4. Except as may be provided above, the investigation and writing of grievances shall be on non-duty time. If grievance hearings are scheduled during an employee's regular duty hours, the employee and one (1) Labor Council representative and employee witnesses shall not suffer any loss of pay while attending the hearing.

Section 3.5. Rules governing the activity of Labor Council Stewards and/or representatives are as follows:

- A. The Labor Council agrees that no official of the Labor Council, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The Labor Council further agrees not to conduct Labor Council business during working hours except to the extent specifically authorized herein.
- B. The Labor Council shall not conduct Labor Council activities in any work areas without notifying the supervisor in charge of that area of the nature of the Labor Council activity.
- C. The Labor Council employee official shall cease Labor Council activities immediately upon the request of the supervisor of the area where the Labor

Council activity is being conducted or upon the request of the employee's immediate supervisor.

- D. A Labor Council employee official abusing the rules of this section is subject to disciplinary action.

Section 3.6. The Labor Council shall provide to the Employer an official roster of its officers and local Labor Council stewards which is to be kept current at all times and shall include the following:

- A. Name
- B. Address
- C. Home telephone number
- D. Immediate supervisor
- E. Labor Council office held

Section 3.7. No employee shall be recognized by the Employer as a Labor Council representative until the Labor Council has presented the Employer with written certification of that person's selection.

ARTICLE 4 **MANAGEMENT RIGHTS**

Section 4.1. Except as specifically limited by the terms and conditions of this Agreement, nothing contained herein will be construed to restrict any constitutional, statutory or inherent exclusive appointing authority rights with respect to matters of general managerial policy.

Section 4.2. The Labor Council recognizes the rights and authority of the Employer to administer the business of the Department. In addition to other functions and responsibilities which are not specifically modified by this Agreement, the Labor Council recognizes the Employer has the right and responsibility to direct the operations of the Department, to promulgate rules and regulations of management, and more particularly, including but not limited, to the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, lay off and recall or to reprimand, suspend, reduce in rank or discharge for just cause;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- C. To determine the department's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes;

- D. To determine the size and composition of the work force and the Employer's organizational structure, including the right to relieve employees from duty due to lack of work or lack of funds;
- E. To determine the hours of work and work schedules required to most efficiently operate;
- F. 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;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To maintain the security of records and other important information;
- I. To determine the overall budget;
- J. To maintain and improve the efficiency and effectiveness of the employer's operations; and,
- K. To determine and implement necessary actions in emergency situations.

ARTICLE 5
NO STRIKE/NO LOCKOUT

Section 5.1. The Employer and the Labor Council recognize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

During the term of this Agreement, the Labor Council shall not authorize, cause, engage in, sanction or assist in any sick call, work stoppage, strike, sympathy strikes, or slowdown which affects the Employer or his operations. Should any employee(s) engage in a sick call, work stoppage, strike, sympathy strike or slowdown, the Labor Council will promptly do whatever it can do to prevent or stop such unauthorized acts.

Section 5.2. In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 5.1 of this Article are subject to discipline or discharge by the Employer. Disciplinary actions taken in accordance with the provisions of this Article shall be subject to the Grievance Procedure Article.

Section 5.3. During the term of this Agreement, the Employer shall not cause, permit or engage in any lockout of its employees unless those employees have violated Section 5.1 of this Article.

Section 5.4. Nothing in this 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 strikes.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 6.1. Grievance Policy: The Employer and the Labor Council recognize that in the interest of effective personnel management, a procedure is necessary whereby employees can be assured of a prompt, impartial and fair processing of their grievances. Such procedure shall be available to all employees (except for disciplinary action taken against those employees on probation as newly hired employees). No reprisals shall be taken against any employee for initiating or participating in the grievance procedure in good faith. It is not intended that the grievance procedure be used to effect changes in the Articles of the Agreement, nor those matters not covered by this Agreement.

Section 6.2. Grievance Defined: A grievance is a claim based upon the misinterpretation, misapplication, or violation of any of the provisions of this Agreement, or a claim arising as the result of disciplinary action. Any grievance shall contain specific reference to the provision(s) of the Agreement allegedly violated, or to the specific disciplinary action. When the alleged grievance is of the nature that it qualifies for appeal under the rules of the Ohio Civil Rights Commission, or the Equal Employment Opportunities Commission, the aggrieved employee shall utilize that appeal procedure in accordance with the rules of that body, and the alleged grievance shall not be appealable in accordance with the terms of this Article.

Section 6.3. Disciplinary actions of oral and written warnings are not subject to the arbitration procedure.

Section 6.4. When a grievance originates from a level above the first step of the grievance procedure the appeal shall be directly to the step or level from which it originates.

Section 6.5. A grievance may be brought by any aggrieved employee covered by this Agreement, except where prohibited (e.g., no appeal of termination of probationary employee, etc.). Where a group of bargaining employees desires to file a grievance involving an incident affecting several employees of the Labor Council in the same manner, one (1) employee, who may be a Labor Council Local steward, shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance which is not processed by the employee within the time limits provided shall be considered resolved based upon the Employer's last answer. Any grievance not answered by management within the stipulated time limits

may be advanced by the employee to the next step in the grievance procedure. Any time limits or steps in the grievance procedure may be waived upon mutual written consent of the parties.

Wherever used in this procedure, the word "day" shall mean calendar day. Whenever a time limit ends on a Saturday, Sunday, or a holiday, the end of the time limit shall run until the end of the next day which is not a Saturday, Sunday, or holiday.

PROCEDURE

Step One: Immediate Supervisor

An employee having an individual grievance will first attempt to resolve it informally with his immediate supervisor. Such attempt at informal resolution shall be made by the grievant within ten (10) calendar days following the events or circumstances giving rise to the grievance having occurred, or within ten (10) calendar days of when the event or circumstances should have been known by the grievant. Grievances brought to the attention of the supervisor, except as otherwise provided herein, beyond the ten (10) calendar day limit shall not be considered. At this step, there is no requirement that the grievance be submitted or responded to in writing. A grievance representative may accompany the grievant should the latter request his attendance. If the member is not satisfied with the oral response from his immediate supervisor, which shall be given within five (5) calendar days of the submission of the grievance at this step, he may pursue the formal steps which follow. Before a grievance and proposed solution is placed in writing pursuant to Step 2, such grievance shall be screened by the grievance committee or grievance chairman for recommendations.

Step Two: Chief of Police

- A. Should the grievant not be satisfied with the answer in Step 1, within ten (10) calendar days thereafter he may appeal the grievance to Step 2 by delivering the grievance form, and any other pertinent documents to the Chief of Police or his designee. The Chief, or his designee shall date the form, accurately showing the date his office received the form.
- B. Within seven (7) calendar days of his receipt of the grievance form, the Chief or his designee shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the grievant and his grievance representative if the former so desires.
- C. Within seven (7) calendar days of the meeting in this step, the Chief shall submit to the grievant and his grievance representative a written response to the grievance.

Step Three: City Manager

- A. Should the grievant not be satisfied with the answer in Step 2, within ten (10) calendar days thereafter he may appeal the grievance to Step 3 by delivering a

copy of the grievance form, containing the written response at the prior step and any other pertinent documents, to the City Manager or his designee. The City Manager or his designee shall date the form, accurately showing the date his office received the form.

- B. Within seven (7) calendar days of his receipt of the grievance form, the City Manager shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the grievant and the grievance representative if the former so desires.
- C. Within seven (7) calendar days of the meeting of this step, the City Manager shall submit to the grievant and his grievance representative his written response to the grievance.

Step Four: Arbitration

- A. If the member-grievant is not satisfied with the answer in Step 3, within fourteen (14) calendar days thereafter the grievant or the Labor Council may appeal to final and binding arbitration by serving a notice of intent on the employer.

Where the Labor Council refuses to submit a grievance to arbitration, an employee may seek arbitration without the approval of the Labor Council, but he shall be solely responsible for his share of any and all expenses ordered by the arbitration.

- B. Within ten (10) calendar days of receipt of intent to arbitrate, the Employer and the Labor Council shall by joint letter solicit a list of seven (7) arbitrators from Federal Mediation and Conciliation Service (Ohio only). In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the Employer's third step reply.
- C. The parties shall agree on a submission agreement outlining the specific issue to be determined by the arbitrator prior to requesting the list. The arbitrator shall be chosen in accordance with the rules of the Federal Mediation and Conciliation Service (FMCS). Either party shall have the option to completely reject the list of names provided by FMCS and request another list. Either party may reject a list only once. The party rejecting such panel shall be solely responsible for the cost of a new panel.

In the event of an arbitrability question, the issue of arbitrability shall be presented and determined by the arbitrator prior to proceeding to the issue in question.

- D. All procedures relative to the hearing shall be in accordance with the rules and regulation of the FMCS. The arbitrator shall hold the arbitration promptly and shall be requested to issue his decision within thirty (30) calendar days thereafter. The arbitrator shall limit his decision strictly to the interpretation, application or

enforcement of those specific Articles and/or Sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this agreement, nor add to or subtract from or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein.

The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

- E. The arbitrator shall be without authority to recommend any right or relief on alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or suspension, the arbitrator shall limit any retroactive settlement to ten (10) calendar days prior to the date of the filing of the grievance or to ten (10) calendar days prior to the day the events or circumstances should have been known by the grievant and were presented to the employer in the informal step of the grievance procedure.
- F. The decision of the arbitrator shall be final and binding upon the Labor Council, the employee and the Employer. Expense of any witnesses shall be borne, if any, by the party calling the witness, except that wages of employees who may be required to testify or be present as grievance representatives while on normal paid status, shall not receive any reduction in wages for such time required to be in the hearing. The Employer retains the right to reschedule the normal working hours of grievance representatives in order to avoid excessive release time.

The fees of any court reporter shall be paid by the party asking them; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript. All costs involved in obtaining the list of arbitrators and all other costs directly related to the services of the arbitrator shall be borne equally by the Labor Council and the Employer.

Section 6.6. Grievance Form: The City and the Labor Council shall develop a grievance form. Such forms will be supplied by the Labor Council. The grievance form will be made available to employees and the grievance representatives. The grievance form shall contain space for each party required to initiate action or to respond, to indicate the time limits for action, response or decision. All entries on the form shall be dated.

Section 6.7. The parties shall provide each other with a list of designated representatives for each step of the grievance procedure.

Section 6.8. This Article is intended to supersede civil service regulations except where specifically prohibited by law.

ARTICLE 7
DISCIPLINE

Section 7.1. The tenure of every employee subject to the terms and conditions of this Agreement shall be during good behavior and efficient service. No employee shall be reduced in pay and/or position, suspended, removed or discharged except for grounds stated in this Agreement. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. The Employer may take this type of action for actions occurring while the employee is on duty, working in the uniform of the employer, in instances where the employee's conduct violates his oath of office, or off-duty representing himself as an employee of the City of Greenfield.

Forms of disciplinary action are:

- A. Verbal warning (written record)
- B. Written reprimand
- C. Suspension without pay
- D. Reduction in Rank and/or Pay
- E. Discharge from employment

Section 7.2. Among other things, incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, neglect of duty, absence without leave, conviction of domestic violence, assault, or any conduct unbecoming an officer or any other acts of misfeasance, malfeasance, or nonfeasance shall be cause for disciplinary action up to and including termination.

Section 7.3. Except in instances where the employee is charged with a serious offense, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

Section 7.4. In any conference between a bargaining unit employee and the Employer or his designee, once it is reasonable expected that discipline of the employee being interviewed may result, the affected employee may request that a Labor Council representative may be present. There is no entitlement to the presence of any representative prior to the time that misconduct is suspected by the Employer.

Section 7.5. Whenever the Employer or his designee determines that an employee may be disciplined for just cause (including only suspension without pay, reduction in classification or rank, or termination from employment), a pre-disciplinary conference will be scheduled to allow the employee to offer an explanation of the alleged

misconduct. Prior to a pre-disciplinary conference, the Employer will notify the employee in writing of the charges against the employee, the nature of the discipline being contemplated, and generally an explanation of the Employer's evidence supporting the allegations. The Employer will also provide the employee with copies of any documents or evidence the Employer is using to support the charges, if such documents or evidence have been reduced to written form.

Section 7.6. At any time during the disciplinary process provided for in this Article, the employee may waive in writing the opportunity to a pre-disciplinary conference, and accept the form and severity of disciplinary action determined by the Employer. Disciplinary action that is implemented by the Employer and accepted by the employee following the employee's waiver of a pre-disciplinary conference shall not be subject to the grievance procedure.

Section 7.7. Not less than seventy-two (72) hours prior to the scheduled starting time of the pre-disciplinary conference, the Employer will provide to the employee a written outline of the charges which may be the basis for disciplinary action together with written notification of the date, time and place of the pre-disciplinary conference. The employee must choose to: (1) appear at the conference to present an oral or written statement in his defense; (2) appear at the conference and have one (1) chosen representative present an oral or written statement in defense of the employee; or (3) elect in writing to waive the opportunity to have the pre-disciplinary conference. Failure to elect and pursue one (1) of these three (3) options or failure to appear at a scheduled pre-disciplinary conference will be deemed a waiver of the employee's right to the pre-disciplinary conference.

Section 7.8. Pre-disciplinary conferences will be conducted by a hearing officer selected from those administrators not directly in the chain of command of the employee or by a hearing officer not employed by the Employer. The Employer, or his designee, shall select the hearing officer.

Section 7.9. At the pre-disciplinary conference the employee may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred, but the hearing officer has the right to limit the witnesses' testimony to matters relevant to the allegations of misconduct and to limit the redundancy of testimony. The employee shall provide a list of witnesses and the name and occupation of his representative, if any, to the hearing officer as far in advance as possible, but not later than twenty-four (24) hours prior to the pre-disciplinary conference. It is the employee's responsibility to notify his witnesses that he desires their attendance at the conference. The Employer will not act in a way to prohibit an employee witness from appearing on the behalf of a charged employee. Pre-disciplinary conferences held outside the charged employee's scheduled working hours shall be considered time worked.

Section 7.10. At the pre-disciplinary conference, the hearing officer will ask the employee or his representative to respond to the allegations of misconduct which are outlined to the employee. Failure to respond or failure to respond truthfully by any employee, including employee witnesses, may result in disciplinary action.

Section 7.11. The Employer is under no obligation to present witnesses in a pre-disciplinary conference. The employee or his representative will be permitted to question any witnesses presented by the Employer subject to the hearing officer's right to reasonably limit the length and extent of such examination. A written report will be prepared by the hearing officer concluding whether or not the alleged misconduct occurred. The Employer will decide what discipline, if any, is appropriate. A copy of the hearing officer's report will be provided to the employee and the FOP within five (5) days following its receipt by the Employer.

Section 7.12. Grievances concerning the disciplinary actions of verbal warning (written record) and written reprimand may be appealed through steps one, two, and three of the grievance procedure, but may not be appealed to step four.

Grievances concerning any other disciplinary actions shall be submitted directly to step three of the grievance procedure, and may be appealed to step four.

Section 7.13. Whenever the Employer or his designee interviews, questions, or interrogates bargaining unit members in reference to alleged or suspected misconduct, either in preliminary conferences or in pre-disciplinary conference, the following conditions shall apply:

- A. Employees being questioned as witnesses shall be so informed.
- B. When an employee who is suspected of misconduct is interviewed, questioned, or interrogated regarding such misconduct, he shall be apprised of the nature of the suspected misconduct as it is known at that time and his right to have the opportunity to have a representative present during the questioning.
- C. Prior to questioning, employees (including witnesses) shall be informed that failure to respond or failure to respond truthfully may result in disciplinary action for insubordination or dishonesty.
- D. With the consent of the parties involved, preliminary conferences may be tape recorded. Formal pre-disciplinary conferences may be tape recorded by the hearing officer. If a recording is made, 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 conference. The employee may also record the conference.

Section 7.14. Any employee charged with or under indictment for a felony may be placed on a leave of absence without pay until resolution of the court proceedings. An employee may use accrued but unused vacation or holiday time during the leave. An employee found guilty of a felony by legal proceedings shall be summarily discharged.

Where the charges are reduced to a misdemeanor or the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this

Article. The Employer shall continue to pay the employee's insurance premiums as provided for in this Agreement during the unpaid leave of absence.

ARTICLE 8
PERSONNEL FILE

Section 8.1. Each employee may inspect his personnel file maintained by the Employer at a mutually agreeable time, and shall, upon written request, receive a copy of any documents contained therein. An employee shall be entitled to have a representative of his choice accompany him during such review.

Section 8.2. If the employee feels that any document, statement, or notation in his personnel file is inaccurate or unfavorable to him, he shall be given the right to place a statement of rebuttal or explanation in his file. Such statement shall not contain any defamatory or scurrilous attacks upon any employee, supervisor, or the Employer.

Section 8.3. Records of verbal warnings (written record) and written reprimands, shall cease to have force and effect one (1) year from the date of issuance, provided no intervening discipline has occurred.

Records of suspensions without pay and records of reduction in pay or rank shall cease to have force and effect two (2) years from the date of issuance, provided no intervening discipline has occurred.

Any record of disciplinary action that ceases to have force and effect within the provisions of this Section shall, upon request of the employee, be placed in a sealed envelope within the employee's personnel file along with any documentation to the disciplinary action. The outside of the envelope shall only contain the employee's name, the date of the disciplinary action, and the date the envelope was sealed. Sealed envelopes may be opened only as required by law.

Section 8.4. All items defined by Ohio Revised Code or the appropriate governing legislation as public information shall be available upon request to the Employer, from an employee's personnel file. All other documents in the personnel file shall be considered confidential and shall not be conveyed in any manner to any person or persons unless by court order, subpoena, or written permission of the employee.

Section 8.5. This Article is intended to comply with ORC 149.43 (Ohio Public Records) as that statute applies to disclosure of public information, and this Article is not intended to circumvent that process.

ARTICLE 9
SENIORITY

Section 9.1. "Departmental Seniority" shall be computed on the basis of uninterrupted length of continuous service with the Employer. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority:

- A. The following situations shall not constitute a break in continuous service:
1. absence while on approved paid leave of absence or while on FMLA;
 2. absence while on disability leave;
 3. military leave; and
 4. a layoff of less than one (1) year (for employees with less than three [3] years of service) or two (2) years (for employees with three [3] or more years of service), depending on the employee's service.
- B. The following situations constitute breaks in continuous service for which seniority is lost:
1. discharge or removal for just cause;
 2. retirement;
 3. a layoff for more than one (1) year (for employees with less than three [3] years of service) or two (2) years (for employees with three [3] or more years of service), depending on the employee's service;
 4. failure to return to work within fifteen (15) calendar days of a recall from layoff (as described in Article 10 of this labor agreement);
 5. failure to return to work at the expiration of leave of absence;
 6. a resignation; and
 7. a job abandonment.
- C. Seniority is suspended when an employee is on unpaid personal leave of absence. Upon return from leave the employee will be credited with the prior service time.
- D. Seniority continues to accrue under the situations described in Section 9.1(A)(1) through (4).

Section 9.2. "Classification Seniority" shall be computed on the basis of the last date of entry into the classification; however, employees shall retain previously accumulated seniority when the employee takes a voluntary demotion into a classification where the employee holds such previously accumulated seniority.

Section 9.3. Effective upon the signing of this Agreement, newly hired employees who are employed on the same date will be placed in order of seniority with the employee receiving the higher score on their respective tests having the greater seniority.

Section 9.4. An approved leave of absence does not constitute a break in continuous service, provided the employee follows the proper procedures for such leave and returns to active service immediately following the expiration of the approved leave.

Section 9.5. The Employer shall post a seniority list, once every twelve (12) months, showing the continuous service of each employee. One (1) copy of the seniority list shall be furnished to the Labor Council upon request.

ARTICLE 10 **LAYOFF AND RECALL**

Section 10.1. When the Employer determines that a long term layoff or job abolishment is necessary, he shall notify the affected employees and the Labor Council twenty (20) calendar days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short term layoff, lasting seventy-two (72) hours or less, as soon as possible. The Employer, upon request from the Labor Council, agrees to discuss with representatives of the Labor Council the impact of the layoff on bargaining unit employees.

Section 10.2. Before any regular employee within any of the units is laid off, all part-time, temporary, seasonal or intermittent employees shall be laid off first.

Section 10.3. The Employer shall determine in which classification layoffs will occur and layoffs of bargaining unit employees will be by classification. Employees shall be laid off within each classification in order of seniority within the classification, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. When employees are hired on the same date, the employee with the highest test score will have seniority.

Section 10.4. Bargaining unit employees shall have five (5) calendar days following receipt or attempted delivery by certified mail of a layoff notice in which to exercise his right to bump any less senior employee within the following classification order only: Sergeants to Patrolmen to Dispatchers. Any employee who is bumped from his position shall have five (5) calendar days in which to exercise his bumping rights in a similar manner. Any employee who doesn't have sufficient seniority to bump another employee within the previously mentioned series shall be laid off and placed on the appropriate recall list.

Section 10.5. When employees are laid off, the Employer shall create a recall list for each classification with layoffs. The Employer shall recall employees from layoff within each classification as needed. The Employer shall recall such employees according to seniority, beginning with the most senior employee in the classification and progressing to the least senior employee up to the number of employees to be recalled. An employee with less than three (3) years of service shall be eligible for recall for a period of one (1) year after the effective date of the layoff. An employee with three (3) or more years of service shall be eligible for recall for a period of two (2) years after the effective date of the layoff.

When the Employer recalls persons off the list they shall be recalled to their previous classification, but not necessarily to the shift on which they were working when laid off.

Section 10.6. Notice of recall shall be sent to the employee by certified mail with a copy to the Labor Council. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt mail, to the last mailing address provided by the employee. It is the responsibility of the laid off employee to provide the Employer with a written notification of any change of name, address, and/or telephone number during his layoff period.

Section 10.7. The recalled employee shall have fourteen (14) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work and shall have fifteen (15) calendar days following the mailing date of the recall notice in which to report for duty, unless a later date for returning to work is otherwise specified in the notice.

ARTICLE 11 **WORK RULES**

Section 11.1. The Labor Council recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies and procedures consistent with the Employer's statutory authority to regulate the personal conduct of employees, and the conduct of the Employer's services and programs.

Section 11.2. The Employer agrees that work rules, regulations, policies and procedures should be interpreted and applied uniformly to all bargaining unit employees under similar circumstances. Work rules and regulations shall not be adopted that are in violation of the expressed terms of this Agreement.

Section 11.3. Each employee shall receive a copy of the Employer's handbook containing those rules and regulations which have been adopted. Any additions or amendments to the handbook or any additional work rules or regulations shall be reduced to writing, posted on department bulletin boards and signed by all bargaining unit employees to acknowledge the awareness of the addition or amendment within seven (7) calendar days of the posting. An employee on leave of absence, sick leave or vacation shall be required to sign the acknowledgment within five (5) calendar days upon return to work. This Section does not limit the right of the Employer to implement a work rule prior to the conclusion of the acknowledgment period.

ARTICLE 12 **LABOR/MANAGEMENT MEETINGS**

Section 12.1. In the interest of sound Labor/Management relations, the Labor Council and the Employer will meet at agreeable dates and times for the purpose of discussing those matters outlined in Section 12.2 below. No more than three (3) employer

representatives, and three (3) representatives of the Labor Council shall be permitted to attend such meetings.

Section 12.2. The party requesting the meeting shall furnish an agenda at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting. The Labor Council shall submit the names of those Labor Council representatives who will be attending prior to the date of the meetings.

The purpose of the meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Labor Council of changes made by the Employer which may affect bargaining unit members;
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Give the Labor Council representatives the opportunity to share the view of their members;
- F. Discuss ways to improve efficiency and work performance; and
- G. Consider and discuss health and safety matters.

Section 12.3. Local Labor Council employee representatives attending Labor/Management meetings shall not suffer a loss in pay for straight time hours spent in such meetings, if held during the employee's regular scheduled hours of work.

ARTICLE 13 **PROBATIONARY PERIODS**

Section 13.1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer as a full-time employee and shall continue for a period of twelve (12) months for patrol officers and dispatchers.

Section 13.2. In the event that the Employer determines that the job performance of a new hired probationary employee as provided for in Section 13.1 of this Article does not meet all requirements of the Employer, such probationary employee may be terminated from employment during the probationary period, and such termination shall not be appealable through the grievance procedure.

Section 13.3. Any employee promoted within the bargaining unit shall be required to successfully complete a promotional probationary period of twelve (12) months in the new position. An employee serving a promotional probationary period whose performance is determined by the Employer to be unsatisfactory shall be returned to his former position during his promotional probationary period.

Section 13.4. The Employer shall evaluate all employees during their initial and promotional probationary periods in accordance with its policies and procedures.

ARTICLE 14
BULLETIN BOARDS

Section 14.1. The Employer shall provide bulletin board space for use by the employees in the Labor Council bargaining units. Material posted on the board shall relate only to Labor Council meetings, elections, social events, and reports and decisions affecting the employees in the bargaining units.

Section 14.2. The Employer retains the right to remove for just cause any material from the bulletin board. The Employer agrees to provide to the Labor Council representative any material so removed.

ARTICLE 15
BALLOT BOX

Section 15.1. The Labor Council shall be permitted, with prior notification and approval of the Chief of Police, to place a ballot box at Police Headquarters for the purpose of collecting member's ballots on all Labor Council issues subjected to ballot. Such boxes shall be the property of the Labor Council and neither the ballot boxes nor the ballots shall be subject to the City's review. Such boxes shall be removed as soon as practicable after the Labor Council issue has been determined.

ARTICLE 16
LEAVE OF ABSENCE

Section 16.1. Upon the written request of a permanent employee, the Employer may grant the employee a leave of absence without pay in accordance with the following.

Section 16.2. The maximum duration of a leave of absence without pay shall not exceed six (6) months.

Section 16.3. The maximum duration of a leave of absence for purposes of education, training, or specialized experience which would benefit City service, shall not exceed two (2) years. Employees electing to take such leave must agree to return to City employment for a time equal to the leave of absence taken.

An employee shall submit to the Employer pertinent information relating to the training for which the leave is requested.

Section 16.4. The authorization of a leave of absence without pay is solely a matter of administrative discretion, and each request shall be decided by the Employer based upon its own merits. No leave of absence shall be granted for the purpose of working another job.

Section 16.5. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied or another position at a similar level of responsibility should the original position be abolished, provided the employee is able and qualified to perform the work.

Section 16.6. Failure of a bargaining unit employee to return to work within seventy-two (72) hours of the expiration of an authorized leave of absence shall be considered a resignation.

Section 16.7. An employee who has received an authorized leave of absence without pay does not earn sick or vacation leave credit and does not accrue and is not entitled to any other paid leave benefits (e.g., holiday, personal day, etc.); however, time spent on leave shall be considered in determining length of service for purposes where tenure is a factor.

Section 16.8. If it is determined that an employee is abusing the leave of absence and not actually using the leave for the purpose specified, the Employer may cancel the leave, provide the employee with written notice directing the employee to return work within seventy-two (72) hours of receipt of such notice, and take such disciplinary action the Employer deems appropriate.

Section 16.9. Upon written request of the employee, the Employer may permit the employee to return to work prior to the stated expiration of any approved unpaid leave of absence. Failure of the Employer to grant such request shall not be subject to the grievance procedure.

ARTICLE 17

SICK LEAVE AND MEDICAL EXAMINATIONS

Section 17.1. Employees of the Employer will be entitled to sick leave computed as follows:

Sick leave credit shall be earned at the rate of 4.6 hours for every eighty (80) hours of service in active pay status, but not while in overtime status. Bargaining unit employees may accumulate an unlimited amount of sick leave. Active pay status may be defined as hours worked, on vacation, on holiday pay, on compensatory time, while on paid sick leave, and while on occupational injury leave.

Section 17.2. Sick leave may be used for illness or injury of the employee or a member of his immediate family. In the case of a member of the immediate family not living in the same household, the City Manager may credit sick leave when he believes it justified. Sick leave may be used for medical, dental, or optical examination or treatment of employee or a member of his immediate family when such appointments

can not be scheduled outside of working hours. It may be used if a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.

Section 17.3. Definition of immediate family: spouse, child, step-child, parents, grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, mother-in-law, grandchild, a legal guardian or other person who stands in place of a parent (loco parentis).

Section 17.4. The Employer may require an employee to furnish a satisfactory written statement to justify the use of sick leave. In cases where an illness extends four (4) consecutive work days, or for each instance of sick leave use in excess of four (4) instances within a calendar year, the Employer may require that the employee furnish a signed statement from a qualified medical practitioner justifying the use of sick leave. Such statement shall include a diagnosis, a prognosis, and the estimated date of return to work. Falsification of either a written signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal. This shall be uniformly administered.

Section 17.5. Notification by employees of sick leave shall be in accordance with departmental policy.

Section 17.6. Any employee in an active work status and who does not utilize any of his sick leave between January 1 through June 30 and July 1 through December 31 shall be entitled to one (1) paid absence day per period. Paid absence days off must be requested in the same manner as a vacation or holiday request and are subject to approval based upon the work load requirements of the Employer. Paid absence days must be taken within one (1) year of the date of earning. If not taken within one (1) year, the day shall be paid to the employee.

Section 17.7. Medical Examinations: The Employer may require an employee to undergo a medical examination that is related to the employee's job and based on a business necessity when the employer deems the examination necessary to confirm an employee's eligibility for sick leave, FML, leave of absence, non-disciplinary separation, and/or to determine the employee's ability to perform his or her essential functions. The Employer may also require such an exam to determine the employee's eligibility to return from any sick leave or medical leave. The examination shall be at the Employer's expense. Where the Employer is requiring the examination to certify an employee's eligibility for Family and Medical Leave or an employee's ability to return from Family and Medical Leave, the Employer's selection of a healthcare provider shall be in accordance with the regulations governing Family and Medical Leave. Where the examination is to determine an employee's eligibility for sick leave, leave of absence, non-disciplinary separation, etc., the selection of the healthcare provider shall be within the sole discretion of the Employer.

The Employer may place an employee found to be unable to perform the essential functions of his position on Family and Medical Leave, or if the employee is not eligible

for or has exhausted any available Family and Medical Leave, the employer may place the employee on unpaid leave of absence or give the employee a non-disciplinary separation. The Employer will provide the Union with updated job descriptions listing essential functions of each position. These essential functions will be job related.

ARTICLE 18
FUNERAL LEAVE

Section 18.1. Employees shall be entitled to funeral leave not chargeable to accumulated sick leave on the following basis: If a death occurs in an employee's immediate family (spouse, child, step-child, parents, grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, mother-in-law, grandchild, a legal guardian or other person who stands in place of a parent [in loco parentis]), the employee shall receive upon request three (3) days of paid funeral leave. Funeral leave for other members of the family (including aunt, uncle, or step sibling) shall be charged to accumulated sick leave. After using funeral leave, the employee shall be allowed to use accumulated sick leave for the death of an immediate family member. Total time off shall not exceed five (5) days off without the approval of the Chief of Police.

ARTICLE 19
PERSONAL DAYS

Section 19.1. Each employee shall be entitled, after completion of one (1) year of service, two (2) personal days of leave with pay each year. These days may not be used in conjunction with vacation leave. With prior notification to the Employer of at least twenty-four (24) hours the member shall be entitled to take personal leave provided that it does not require the Employer to replace the member with someone on overtime.

Section 19.2. Personal leave days not used by December 31 each calendar year shall be paid at the employees hourly rate or they will be carried over into the following calendar year in which case such personal day must be used within the first quarter of the new calendar year. If the employee fails to use the carry over day within the first quarter the Chief of Police or his designee will schedule the day off and will notify the employee of such action.

Section 19.3. The decision to carry over or to cash out the personal day will be at the Employer's sole discretion.

ARTICLE 20
HOURS OF WORK AND OVERTIME

Section 20.1. The normal work cycle for employees in the classifications of Patrol Officer and Sergeant shall consist of a fourteen (14) consecutive day period beginning at 12:01 a.m. Sunday and ending on midnight Saturday. During this time, bargaining unit employees shall work eighty (80) hours with four (4) days off. Days off shall be scheduled so that an employee shall have at least two (2) consecutive days off during this time period. Any hours in excess of eighty (80) within the fourteen (14) day work period or in excess of the employee's daily work schedule shall be compensated at the time and one-half (1-1/2) rate of pay. If the Employer schedules more than two (2) shifts in any twenty-four (24) hour period more than twice within any fourteen (14) day work period, the overtime rate shall be paid for any excess shifts.

Section 20.2. The normal work cycle for employees in the classification of Dispatcher shall consist of a seven (7) consecutive day period beginning at 12:01 a.m. Sunday and ending midnight Saturday. During this time bargaining unit employees shall work forty (40) hours with two (2) days off. Days off shall be scheduled so that an employee shall have at least two (2) consecutive days off during any two (2) consecutive seven (7) day work periods. Any hours in excess of forty (40) within the seven (7) day work period or in excess of the employee's daily work schedule shall be compensated at the time and one-half (1-1/2) rate of pay. If the Employer schedules more than two (2) shifts in any twenty-four (24) hour period more than once within any two (2) consecutive seven (7) day work periods, the overtime rate shall be paid for any such excess shifts.

Section 20.3. There shall be no pyramiding of overtime for the same hours worked.

Section 20.4. Except in an emergency, no employee shall be required to work patrol duty more than sixteen (16) consecutive hours without a minimum eight (8) hour (unpaid) break. Employees may, at their discretion work more than sixteen (16) consecutive hours if they are capable.

Section 20.5. In the event that any provision of this Agreement is found to be contrary to laws or provisions which may be required as a result of the Fair Labor Standards Act, either party agrees, upon the request of the other, to meet at a mutually agreeable time to attempt to renegotiate such invalid provisions.

ARTICLE 21
EQUALIZATION OF OVERTIME

Section 21.1. Opportunity to work overtime or off duty employment shall be distributed as equally as practicable among employees, starting with the employee with the least number of overtime hours previously offered or worked, provided the employee is qualified to perform the specific overtime work required.

The Employer shall post an overtime roster once each month indicating the total hours offered and/or worked by each employee.

Section 21.2. If any employee establishes that he had not received this fair share of overtime opportunities, such employee shall receive preference for future overtime assignments for which he is qualified.

ARTICLE 22
COMPENSATORY TIME

Section 22.1. Beginning on January 1 of each calendar year, employees may elect, in lieu of overtime pay, to accept compensatory time. Compensatory time shall be credited at the rate of one and one-half (1-1/2) hours of compensatory time accumulated for each one (1) hour of overtime worked.

Section 22.2. The maximum number of hours that can be accumulated by an employee during any calendar year one hundred twenty (120)hours. After one hundred twenty (120)hours of compensatory time have been accumulated, all future overtime will be paid in accordance with Section 20.1 and 20.2 of this Agreement.

Section 22.3. The right to accept compensatory time is the sole decision of the employee, and he shall indicate his decision prior to the end of the pay period in which the overtime was worked.

Section 22.4. Employees must provide a written request for the use of compensatory time as far in advance as possible. The granting of and the scheduling of compensatory time off shall be solely at the discretion of the Employer. The granting of compensatory time off shall not be detrimental to the efficient and economical operation of the department, and shall not create an overtime situation. Failure of the Employer to grant compensatory time off may be subject to the grievance procedure, but shall not be subject to the arbitration procedure. All unused compensatory time is paid out in the event of the employees death to the employee's estate.

Section 22.5. Compensatory time off may be used in two (2) hour increments, and can be used in consecutive multiples of two (2) hours. Compensatory time off that has been granted and scheduled shall not be canceled by the Employer except when unanticipated needs of the Employer would require it.

Section 22.6. On the last full pay period in November of each calendar year, any accumulated but unused compensatory time, up to a maximum of sixty-four (64) hours will be calculated and paid to the employee on the next regularly scheduled pay day at their current rate of pay.

ARTICLE 23
CALL-IN AND COURT TIME PAY

Section 23.1. Whenever an employee is called to work at a time other than his regular work schedule, thereby necessitating additional travel to and from work, he shall be guaranteed at least two (2) hours pay at the overtime rate.

Section 23.2. It is understood that any call-in which starts prior to the regular shift and continues into the employee's regular shift or time worked immediately following the regular shift, shall not be eligible for the minimum as provided in Section 23.1 above.

Section 23.3. When an employee is required to attend court or a prosecutor's hearing at a time other than his regular work hours he shall be guaranteed at least two (2) hours pay at the overtime rate. The minimum shall not apply to hours that abut regular work hours. When a call-in is for the purpose of a court appearance at any court that is located in excess of fifteen (15) miles from the police station, the employee shall be paid one (1) hour travel time in addition to the time actually spent in such court appearance. If such court appearance is less than two (2) hours, then the employee shall be paid one (1) hour for travel time plus two (2) hours for court appearance. Proof of length of time actually spent in court must be provided by the employee prior to the payment of any travel time provided for in this Section.

ARTICLE 24
VACATION

Section 24.1. Effective on an employee's anniversary date following January 1, 2005, each full-time employee shall accrue vacation according to the following schedule:

1 thru 5 years of service	10 days @ 3.077 hrs. per pay period
6 thru 13 years of service	15 days @ 4.615 hrs. per pay period
14 thru 22 years of service	20 days @ 6.154 hrs. per pay period
23 or more years of service	25 days @ 7.692 hrs. per pay period

Employees may with the approval of the Employer, take earned vacation on a pro-rata basis before the employee's anniversary date. For the purposes of calculating completed service, all prior service recognized under the O.R.C. for computation of vacation credit shall be considered.

Section 24.2. Vacation schedules shall be arranged between the employee and the Employer at a time that is mutually satisfactory; seniority within the Department shall be used as the basis of selection.

Section 24.3. Vacation may be taken in eight (8) hour increments. Such requests will be submitted to the Employer for approval at least twenty-four (24) hours prior to the requested leave. Approval will be subject to the Employer's staffing needs on the date in question.

Section 24.4. Employees may accumulate no more than two (2) years worth of vacation without the written permission of the Employer. In the event of death, all unused vacation is paid to the employee's estate.

Section 24.5. Vacation schedules for selection of vacation time shall be posted by the Employer on or before January 1st of each year and each employee shall be entitled to pick by seniority within the department as to his desired time. Each person shall pick no more than two (2) weeks on his first pick and the pick shall rotate until all employees

have selected their vacations. If an employee fails to make a selection within a reasonable time, then the Chief may select and assign vacation time for the employee.

ARTICLE 25
HOLIDAYS

Section 25.1. Police Department employees shall be entitled to the following legal holidays:

New Years Day	First day of January
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	Fourth day of July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	Eleventh Day of November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	Twenty-fifth day of December

Section 25.2. In observance of each authorized holiday, employees will be granted eight (8) hours of straight time pay.

Section 25.3. If an employee is required to work on one of the recognized holidays, he shall receive time and one-half (1-1/2) for all hours worked in addition to his regular holiday pay earnings. Employees required to work such holidays shall have the option of compensatory time in lieu of the overtime hours.

Section 25.4. The Employer agrees to grant any holiday or special leave day approved by Council and provided to all other City employees.

ARTICLE 26
SAFETY AND EQUIPMENT

Section 26.1. It is the Employer's intent to make reasonable provisions to maintain in safe condition all tools, facilities, vehicles, equipment and supplies that the Employer furnishes for use by the employee. Employees are responsible for reporting to the Employer any unsafe conditions or practices and for properly using and caring of all such material furnished by the Employer.

Section 26.2. Adequate first-aid equipment and training will be provided.

Section 26.3. At least twice a year, every police cruiser will be taken to a service center for a complete mechanical/safety check.

Section 26.4. No employee shall be required to exercise his/her duties with unsafe equipment. Unsafe equipment is defined as that which is in such a condition of damage or disrepair that it will no longer safely perform the function for which it was

intended. This provision shall not apply to any equipment owned or maintained by the employee as the employee is required to maintain his/her personal equipment in an operable and safe fashion.

Employees shall be responsible for reporting any unsafe equipment in writing to their immediate supervisor, or to the Chief of Police, whom shall reply in writing as to the condition of the equipment in question. The supervisor's directive is final; however, bargaining unit members may grieve a safety issue directly to step 2 (Chief of Police) of the grievance process.

Section 26.5. This provision is not applicable to those activities or events which are an inherent part of law enforcement responsibilities. Employees must comply with all safety rules and regulations.

ARTICLE 27 **TRAINING**

Section 27.1. All Sergeants, Patrol Officers, and Dispatchers shall attend and successfully complete advanced training classes required by the Ohio Revised Code and/or the Employer. The Employer agrees to provide equipment or materials for such advanced training as required by the Employer.

Section 27.2. The Employer shall determine the type of advance training necessary, if any, for each bargaining unit employee. Any employee so assigned shall attend the training program. While attending training classes the employee(s) shall retain their normal pay and benefits and shall not be considered in overtime status unless mandated by federal law. Training opportunities shall be offered on an equitable basis so far as is practical.

Section 27.3. Sergeants and Patrol Officers shall qualify on a firing range two (2) times per year. The dates of qualification shall be set by the Employer. If a Patrol Officer or Sergeant fails a firearm qualification test, he or she will be provided additional training. If a Patrol Officer or Sergeant does not qualify on a firing range two (2) times per year or if the employee does not successfully complete the firearms requalification program, as described in Section 109.801 of the Revised Code, he or she shall be subject to discharge for inability to perform his or her essential functions due to incompetency.

Section 27.4. Each Sergeant and Police Officer shall qualify with the weapon to be carried on duty and off duty. Employees required to qualify shall be paid at their appropriate rate of pay.

Section 27.5. The Employer agrees to assume the cost of range expenses only for regular Sergeants and Patrol Officers and only for qualifying with the approved on-duty weapon.

ARTICLE 28 **LONGEVITY**

Section 28.1. Longevity shall be paid upon the completion of five (5) full years of service and the completion of years of service at the following rates:

A. Longevity shall be paid upon the completion of five (5) full years of service and the completion of years of service at the following rates and remain in effect for the duration of the agreement:

Completion of 5 years	.15 cents per hour
Completion of 6 years	.17 cents per hour
Completion of 7 years	.20 cents per hour
Completion of 8 years	.22 cents per hour
Completion of 9 years	.24 cents per hour
Completion of 10 years	.27 cents per hour
Completion of 11 years	.29 cents per hour
Completion of 12 years	.31 cents per hour
Completion of 13 years	.34 cents per hour
Completion of 14 years	.36 cents per hour
Completion of 15 years	.38 cents per hour
Completion of 16 years	.41 cents per hour
Completion of 17 years	.43 cents per hour
Completion of 18 years	.45 cents per hour
Completion of 19 years	.48 cents per hour
Completion of 20 years	.50 cents per hour
Completion of 21 years	.52 cents per hour
Completion of 22 years	.55 cents per hour
Completion of 23 years	.57 cents per hour
Completion of 24 years	.59 cents per hour
Completion of 25 years	.62 cents per hour
Completion of 26 years	.65 cents per hour
Completion of 27 years	.68 cents per hour
Completion of 28 years	.70 cents per hour
Completion of 29 years	.74 cents per hour
Completion of 30 years	.77 cents per hour

Section 28.2. Longevity pay shall be added to the hourly base rate and paid biweekly.

ARTICLE 29 **UNIFORM ALLOWANCE**

Section 29.1. Newly hired bargaining unit employees will be provided with uniform/equipment items in a quantity and style as specified by the Employer during their first year (date of hire to first anniversary date) of employment. Employees with less than one (1) full year of service shall have their uniform/equipment allowance pro rated.

Section 29.2. On the first business day of each year of the agreement, the City will establish a purchase order in the amount of Seven Hundred Fifty Dollars (\$750.00) per employee, which will be administered by the Chief of Police. The Employee will use that account to replace equipment or purchase other equipment approved by the

Chief of Police. The Chief of Police will have the ultimate authority to dictate the quality, type, and condition of equipment/uniforms. The Chief of Police will also have inventory control. Any uniform allotment monies not spent or encumbered by the fiscal year end will revert back to the city. The parties agree that employees may carryover one year's full uniform allotment (\$750.00) to the following year. The employee must make notification to the Chief of Police by December 1 of the prior year of their desire to carryover their full uniform allotment.

Section 29.3. Uniforms shall be of a style as specified by the Employer. Any additional required uniform or equipment items shall be supplied by the Employer at the Employer's expense.

Section 29.4. Employees may only use the uniform/equipment allowance for, authorized items. To the extent possible, the Employer will prepare lists showing examples of authorized and unauthorized items.

Section 29.5. Dispatch personnel who are also auxiliary or reserve officers of the Greenfield Police Department may purchase police items authorized for sworn personnel in the Greenfield Police Department, subject to the Chief's (or his designee's) approval. The Department will provide the necessary equipment for the Canine unit, which may be in addition to previously mentioned police equipment.

Section 29.6. BODY ARMOR.

The Employer shall provide protective body armor to police officers and sergeants which complies with the latest NIJ standards at the time of purchase and replace them upon expiration as determined by the employer but no longer than every four (4) years. The Employer will also replace body armor upon notification by the employee of any other damage in which the manufacturer would recommend replacement. Only body armor issued or approved by the Chief of Police shall be worn. Purchase and replacement of body armor will not be charged to the employees uniform allowance unless agreed to by the employee. Employees shall be required to wear issued body armor while working patrol duties.

ARTICLE 30 **INSURANCE**

Section 30.1. The Employer agrees to indemnify and defend any Bargaining Unit employee from actions arising out of the lawful performance of his official and/or assigned duties.

Section 30.2. Personal Insurance. Personal articles issued or required by the Employer not covered by another insurance plan that are destroyed, damaged, lost or stolen in the line of duty, will be replaced or repaired by the Employer at the Employer's expense. Replacement or repair of the personal article must be approved by the Chief of Police. Personal articles are defined as jewelry items including watches, eye glasses,

dentures, contact lenses, officer owned Employer required equipment and any other article approved by the Chief of Police.

Section 30.3. The Employer shall make available to all bargaining unit employees comprehensive major medical/hospitalization health care insurance plans, and vision, life and dental insurance plans.

Section 30.4. Whenever gross savings (i.e. lower premium prices) become available to the City of Greenfield as a result of the employee committee process, the City agrees to share fifty percent (50%) of this savings with its regular full-time employees. City Council agrees to share this savings by dividing it equally between all regular full-time City employees and making a onetime lump sum payment to each regular full-time employee or a onetime lump sum contribution payment at the employee's request into the employee's HSA account no later than December 31st of the year in which the savings was realized by the City. This one time lump sum payment/contribution to the employee or their HSA account will be in addition to the employer HSA contribution of \$1250 for single coverage and \$2500 non single coverage. Effective January 1, 2010 a regular full-time employee will pay ten percent (10%) of their applicable monthly premium toward the cost of providing insurance benefits. Such insurance premium payment shall be made through regular payroll deduction.

Within One Hundred and Twenty Calendar days (120) of 2013, the FOP/OLC and the City of Greenfield shall re-open negotiations regarding health insurance and wages. The re-opener shall be limited to negotiations regarding health insurance and wages only.

Section 30.5. The Employer agrees to maintain in force the present hospitalization and medical programs for employees who are injured in the line of duty for a period of ninety (90) calendar days following the exhaustion of the employee's accumulated sick leave.

Section 30.6. An eligible employee may waive his rights to participate in either the Single or Family coverage. Such employees shall receive a lump sum payment of one thousanddollars (\$1000.00) at the end of each insurance contract year for waiving all City provided health insurance. If an employee waives his insurance benefit, such employee may not revoke his waiver until the next open enrollment period in either plan.

Section 30.7. The Employer or his designee will meet with representatives of the bargaining unit and the Labor Council to negotiate the effect of any changes in insurance benefits if the Employer intends to change insurance carriers.

Section 30.8. Prior to any substantive changes in the existing benefit plan, the Employer shall form a Health Insurance Plan Committee, consisting of employees from all City work units. One (1) Labor Council steward or his or her designee shall be a member of the committee. The purpose of the Committee is to study available options and make a recommendation to the City Manager. If substantive changes in the plan are recommended or become necessary, the employer shall notify the Labor Council in

advance of any changes and will meet with representatives of the Labor Council to negotiate the effect of those changes on the bargaining unit.

ARTICLE 31
WAGES

Section 31.1. Section 31.1. Effective on the first day of the first full pay period following January 1, 2014, the regular hourly wages of bargaining unit employees shall increase by one percent (2%) as follows:

	0-12 Months	13-24 Months	25-36 Months	37-48 Months	49+ Months
Dispatchers	\$14.23	\$15.12	\$15.48	\$16.04	\$16.44
Patrolmen	\$15.49	\$17.41	\$17.79	\$18.17	\$18.54
Sergeants	\$19.79	\$20.18			

Section 31.2. Effective on the first day of the first full pay period following January 1, 2015, the regular hourly wages of bargaining unit employees shall increase by one percent (1.5%) as follows:

	0-12 Months	13-24 Months	25-36 Months	37-48 Months	49+ Months
Dispatchers	\$14.44	\$15.35	\$15.71	\$16.28	\$16.69
Patrolmen	\$15.72	\$17.67	\$18.06	\$18.44	\$18.82
Sergeants	\$20.09	\$20.48			

Section 31.3. Effective on the first day of the first full pay period following January 1, 2016, the regular hourly wages of bargaining unit employees shall increase by one percent (1%) as follows:

	0-12 Months	13-24 Months	25-36 Months	37-48 Months	49+ Months
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Dispatchers	\$14.58	\$15.50	\$15.87	\$16.44	\$16.86
Patrolmen	\$15.88	\$17.85	\$18.24	\$18.62	\$19.01
Sergeants	\$20.29	\$20.68			

Section 31.4. When an employee is promoted within the bargaining unit, he shall be placed at the first step of the pay level for the position into which he is promoted, and shall progress to the next highest hourly rate level at the beginning of the first full pay periods following the anniversary date of his promotion.

ARTICLE 32
COPIES OF THE AGREEMENT

Section 32.1. The Labor Council will print copies of this Agreement for each bargaining unit and provide one (1) copy to the each member of the bargaining unit.

ARTICLE 33
SEVERABILITY

Section 33.1. This Agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace including Civil Service statutes. Where this Agreement is silent, the provisions of applicable law shall prevail. If a Court of competent jurisdiction finds any provision of this Agreement to be invalid, such provisions shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

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

ARTICLE 34
OCCUPATIONAL INJURY LEAVE

Section 34.1. This Article outlines the conditions under which Occupational Injury Leave (OIL) may be granted by the Employer and the procedures for administering its use. Initially OIL shall not be available until after a disability has extended beyond five (5) work days. (The first five [5] days of absence shall be charged to sick leave.)

Section 34.2. Any employee who becomes unable to perform duties as assigned by the Employer due to a physical injury or illness suffered in the discharge or performance of his official duties, with the exception of gross negligence or intentional self-injury, shall be placed on Occupational Injury Leave after the five (5) work days discussed in Section 34.1. The employee will continue to receive his regular straight time daily rate of pay (the base rate of pay) less the amount of any compensation received by the

employee from any other governmental unit or agency due to said injury or illness during such period of injury or illness. The pay received by the employee from the Employer under this Section constitutes an advancement of workers' compensation, not salary or wages. However, an employee on leave under this Section is considered in active pay status. OIL will continue for a period not to exceed ninety (90) calendar days, without using any accumulated leave. The Employer, based solely upon specific medical evidence for each individual case, may extend an OIL for whatever time necessary. Failure of the Employer to extend OIL shall not be subject to the grievance procedure.

Section 34.3. The employee must cooperate in filing a claim for Workers' Compensation in order to be eligible for OIL payments. In the event the claim is denied by Workers' Compensation, the employee shall revert to sick leave status, and shall be charged with sick leave, compensatory time, and/or vacation leave for all OIL time paid by the Employer, unless the employee appeals the claim under the following conditions: The employee may take his or her claim of occupational injury to any physician within the City's HMO plan, who is not the employee's personal physician. The physician then will make a determination as to whether the employee has actually sustained a work-related injury or illness. The physician's determination is controlling as to whether such time will be considered OIL time or whether such time will revert to other leave as provided above.

Section 34.4. An employee applying for an OIL shall authorize the release to the Employer of all medical information, pertinent only to the occupational injury or illness, possessed by the employee's treating physician(s) and treatment facility(ies), if so requested by the Employer or his designee. In addition, the Employer has the right to review the employee's physical and mental status each thirty (30) days of absence in order to determine the employee's ability to return to work. Such examination shall be conducted by a physician appointed by the Employer and at the Employer's expense.

Section 34.5. The Employer may assign the employee to light duty with the approval of, and within the limitation set by, the employee's treating physician. The Employer will determine if light duty work is available.

Section 34.6. The Employer may provide this benefit to the employee through income protection insurance or by any other means available to the Employer. In the event this benefit is provided through the purchase of income protection insurance, the employee shall meet all the requirements of such insurance policy to receive OIL pay. The cost of such insurance shall be at the Employer's expense. Such income protection shall not impact the employee's (or the Employer's) contributions to the PERS or PFPF retirement systems.

ARTICLE 35

FAMILY AND MEDICAL LEAVE

Section 35.1. Pursuant to the Family and Medical Leave Act of 1993, FMLA leave may be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1,250 hours of service during the twelve

(12) months before the leave is required. The leave may be granted up to a total of twelve (12) weeks during any twelve (12) month period (a rolling twelve [12] month period) for the following reasons:

- A. Because of the birth of a child or placement for adoption or foster care of a child;
- B. In order to care for the spouse, son, daughter, parent, or one who stood in place of a parent to the employee, if such spouse, son, daughter, step-child, parent, or "in loco parentis" has a serious health condition;
- C. Because of a serious health condition that makes the employee unable to perform his or her employment functions.

Section 35.2. The employee's available paid leave (e.g., sick leave, vacation leave, personal leave, etc.) must be exhausted prior to being placed on unpaid leave and is included in the twelve (12) week total.

The employee must provide the Employer with thirty (30) days advance notice of leave, or such notice as is practicable, if thirty (30) days notice is not possible. The employee must provide the Employer with certification of the condition from a health care provider. The Employer, at Employer expense, may require a second opinion on the validity of the certification. Should a conflict arise between health care providers, a third and binding opinion, at Employer expense, will be sought. The total amount of family leave paid and unpaid will not exceed a total of twelve (12) weeks. In any case in which a husband and wife entitled to family leave are both employed by the Employer, the aggregate number of workweeks of leave to which both may be entitled may be limited to twelve (12) weeks during any twelve (12) month period if such leave is taken because of the birth of a child or placement for adoption or foster care of a child or to care for a sick parent who has a serious health condition. The employee will be responsible for the employee's share of the health insurance cost during leave. If the employee does not return from the leave, the employee is responsible for the total insurance premium paid by the Employer. At the sole discretion of the Employer the reimbursement of insurance premiums may be waived.

Section 35.3. It is intended that this Article comply with the Family and Medical Leave Act of 1993, and the Employer may promulgate policies and procedures in furtherance of the Family and Medical Leave Act that are not inconsistent with this Agreement.

Section 35.4. If a disability should continue beyond the twelve (12) weeks permitted under this Article or leave time has been exhausted under this Article and the employee then becomes disabled, leave shall be determined as provided by the Employer.

Section 35.5. Routine usage of sick leave of a non-emergency nature for doctors appointments or minor illnesses is not to be considered FMLA leave.

ARTICLE 36
DISABILITY LEAVE

Section 36.1. This Article outlines the conditions under which disability leave may be granted by the Employer, and procedures for administrating its use.

Section 36.2. When an employee becomes physically unable to perform the duties of his position, but is still able to perform the duties of a vacant, lower level position, he may voluntarily request reduction to the lower level position and compensation. Such request shall be in writing, stating the reason for the request, and, if approved by the Employer, attached to the implementing personnel action.

Section 36.3. A physically incapacitated employee, who has exhausted his accumulated sick leave and comp time and for whom voluntary reduction is not practicable, may request up to six (6) months of medical-disability leave. The employee will present evidence as to the probable date on which he will be able to return to the same or similar position as soon as he is aware of such date. Such request shall be in writing, with supporting medical evidence attached. If approved by the Employer, the request and evidence shall be attached to the implementing personnel action. Such leave, if approved, will be concurrent with, not in addition to, leave granted under the Family and Medical Leave Act of 1993.

Section 36.4. The Employee shall furnish medical documentation as required by the Employer. The Employer reserves the right to have an employee examined for fitness for duty to determine if the employee is still able to perform his job with or without accommodation. This exam will be conducted by a physician or other practitioner chosen by the Employer and at the Employer's expense. If the employee disagrees with the Employer's physician's determination, he may provide the Employer with a physical examination report from any other licensed physician of his own choosing. If the two physician's disagree to the employee's fitness for duty, they shall designate an independent physician to examine the employee and make a final determination. The Employer shall pay for the examination by the independent physician, whose determination shall be binding upon all parties.

Section 36.5. Only an employee who has completed his probationary period and who becomes physically unable to perform his duties due to illness, pregnancy, or disability, may be granted an unpaid disability leave of absence for a maximum period of six (6) consecutive calendar months.

An employee who exhausts the six (6) month disability leave and provides satisfactory medical documentation of a continuing disability may be granted a six (6) month personal leave upon request. In order to maintain employment rights, the employee must request to return prior to the conclusion of the disability/personal leave. When an employee is ready to return to work, he shall furnish a statement from a physician releasing him as able to return to work. Any replacement worker in the position while an employee is on leave will be terminated upon reinstatement of the employee from leave.

Section 36.6. Any appointment made to a position vacated by disability leave will be on a temporary basis, and such employee must be made fully aware of its temporary

nature. Should the employee returning from disability leave be reinstated to another position, the temporary appointment shall be made permanent, if the temporary employee so desires.

Section 36.7. The Employer should send a written reminder to the employee at least two (2) weeks prior to the expiration of his disability leave. An employee who does not return from disability leave, formally resigns, or begins receiving disability benefits, shall be separated by personnel action with the designation "Failure to Return from Disability Leave."

ARTICLE 37
MILITARY LEAVE

Section 37.1. Employees shall be granted military leave in accord with the applicable state or federal law.

ARTICLE 38
COURT LEAVE

Section 38.1. The Employer shall grant full pay where an employee is summoned for any jury duty, or subpoenaed as a witness in a proceeding in which he has no personal interest and is outside the scope of his employment, by a court or other adjudicatory body as listed in this Article. All compensation for such duty must be reimbursed to the Employer unless such duty is performed totally outside of normal working hours. An employee released from jury or witness duty prior to the end of his scheduled work day shall report to work for the remaining hours. Employees will honor any subpoena issued to them, including those from Workers' Compensation, Unemployment Compensation, and State Employment Relations Board hearings. The Employer is not required to pay employees when appearing in court for criminal or civil, or administrative proceedings where he has any personal interest, personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with a juvenile, or other personal interest, etc. These absences would be personal leave, comp. time, or vacation, at the discretion of the employee, and the employee may request leave of absence without pay when available paid leave is exhausted. The Employer will not unreasonably deny a request for leave of absence without pay under this Article.

ARTICLE 39
LABOR COUNCIL RELEASE TIME

Section 39.1. The Labor Council President or designee shall be permitted to attend the annual State Convention without loss of pay. The total number of days allowed will be no more than two (2) days total (sixteen [16] hours) during any calendar year. Notification of delegate status and intent to attend said conference shall be presented to the City Manager at least thirty (30) days prior to the Convention date. The employee attending the State Convention shall be permitted to use vacation, personal leave, or compensatory time for any additional time needed, upon approval and in the Chief's discretion.

ARTICLE 40
TRAVEL EXPENSE REIMBURSEMENT

Section 40.1. The Employer shall reimburse employees for expenses incurred by the employee while on official business in accordance with the following:

TRAVEL

- A. By City vehicle: actual expense upon presentation of receipts.
- B. By employee private vehicle: per City policy.
- C. By commercial carrier (airline, train, bus, taxi): actual costs of fare upon presentation of receipts and with prior approval of Employer.
- D. Tolls and parking: actual costs upon presentation of receipts.
- E. If an employee, who is using his or her private vehicle for City business is involved in an accident while in the performance of their lawful duties, the City shall be responsible for the employee's insurance deductible up to five hundred dollars (\$500.00), provided that the employee is not cited for the accident.
- F. The Employer shall not require any employee to utilize his or her personal vehicle for official business.

HOTEL/MOTEL

Actual costs, if prior approval is received from the Employer and upon presentation of receipts.

MEALS

When on authorized out-of-city official business for one (1) full shift or more, reasonable expenses may be reimbursed upon presentation of receipts. Meal reimbursement shall be according to the City policy.

Section 40.2. All expenses shall be filed on a travel expense report with the receipts attached.

Section 40.3. The City will pay for training that is required by the City or the State of Ohio.

ARTICLE 41
POLICE MEMORIAL DAY

Section 41.1. All bargaining unit members shall receive eight (8) hours compensatory time for National Police Memorial Day celebrated on May 15.

Compensatory time for Police Memorial Day shall not be counted in the computation of overtime, or holiday premium time.

In the event that National Police Memorial Day is declared a Holiday, this benefit will expire.

ARTICLE 42
NON-DISCRIMINATION

Section 42.1. The Employer and the Labor Council agree not to discriminate against any bargaining unit employee with respect to compensation, terms, or conditions of employment, because of such individual's race, color, religion, sex, age, national origin, disability, ancestry of any person, or Labor Council membership or non-membership. Management's use of Bona Fide Occupational Qualifications in accordance with job characteristics shall not be construed as discrimination, therefore not subject to the grievance procedure Article.

Section 42.2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 42.3. The parties agree that neither the Employer nor the Labor Council shall discriminate against any employee because of membership or non-membership in the Labor Council, or his participation or lack of participation in Labor Council, or his participation or lack of participation in Labor Council activities. The Employer may take any action required under the Americans with Disabilities Act to make reasonable accommodations for disabled employees.

ARTICLE 43
PHYSICAL STANDARDS

Section 43.1. The Employer agrees to work with the Labor council to formulate specific plans and procedures for physical agility requirements, and agrees to confer with the Labor Council regarding any grandfathering process contemplated for current employees and/or new employees hired prior to the adoption of the requirements. These plans and procedures will be developed when the Employer decides to plan such a program and will be completed prior to implementation of said program. A dispute settlement procedure, including a binding arbitration clause, will be included in the finished program, and any disciplinary action initiated by the Employer based wholly on the propriety of the program will be abated until the arbitration process is completed.

ARTICLE 44
ALCOHOL/DRUG STANDARDS

Section 44.1. Drug/alcohol testing may be conducted on employees at times of pre-employment, post-accident, or upon reasonable suspicion and by a random selection. Random selection will be established through a scientific method that will be statistically

valid and administered by a third party. The frequency of the random testing cycle shall be designed for monthly use. Reasonable suspicion that an employee used or is using a controlled substance or alcohol may be based upon, but not limited to:

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
- B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
- D. Evidence that an employee has tampered with a previous drug test;
- E. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Section 44.2. This testing shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings except in cases where a drug listed as an Ohio Revised Code Schedule I substance is detected. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the test results. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline, up to and including termination.

Section 44.3. Alcohol Testing Procedures: Alcohol testing shall be done in accordance with the Department of Transportation (DOT) regulations for employee testing or in accordance with the law of the State of Ohio (e.g., R.C. 4511.19, etc.) to detect drivers operating a motor vehicle under the influence. A positive result shall entitle the Employer to proceed with sanctions as set forth in this Article. A positive result for the purpose of this article, shall be defined as "any detectable level of alcohol" (.02 or above).

Section 44.4. Drug Testing Procedures: All drug tests shall be conducted by laboratories certified by the Department of Health and Human Services (DHHS). The drug screen will be used to detect the illegal use of a controlled substance, which includes the illegal use of or abuse of legal and illegal substances. The result of a screening test shall not be considered positive until it has been confirmed by a gas chromatography/mass spectrometry (GC/MS) full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. The split sample method of collection shall be following prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this article.

Section 44.5. The results of the drug tests shall be delivered to the Employer and the employee tested. Prior to reporting a positive result on a confirmatory drug test, the Medical Review Officer (MRO) shall review the documentation to ensure that the test results were obtained using the approved protocol methods.

A. If a drug confirmation test is positive, the employee will first be given the opportunity to justify the use of the substance through a prescription issued by a physician or with a physician's written excuse, which will be considered an affirmative defense to any alleged violation of policy or this section.

Section 44.6. Split Sample Testing:

A. If a drug confirmation test is positive, the employee may, upon written request and at the employee's expense, have the split sample tested by a DHHS-certified laboratory. This request shall be presented to the MRO within seventy-two (72) hours of being notified of a positive result.

B. In the event the split sample test confirms the results of the primary test, the Employer may proceed with the sanctions as set forth in this article.

C. In the event that the split sample test contradicts the result of the primary test, the split sample result is determined to be the final result. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.

Section 44.7. Test results shall not be released unless the employee has provided a signed release for disclosure of the results. A representative for the Labor Council shall have a right of access to the results upon request to the Employer, with the employee's written consent.

Section 44.8. If the alcohol or drug test is positive, and if this is a first violation of this Article or a self-referral involving alcohol and/or a misdemeanor drug related activity, the Employer will offer the employee the opportunity to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel, which is covered by the employee's health insurance program. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, compensatory time, and/or personal days for the period of the rehabilitation or detoxification program. If no such leave credits are available, such employee shall be placed on a leave of absence without pay for the period of the rehabilitation or detoxification program. Upon successful completion of such program and a negative result on a return-to-duty test, the employee shall be returned to the same or similar position for which he or she is qualified, subject to any follow-up testing and any terms of a Last Chance Agreement. Such employee may be subject to two (2) randomly scheduled follow-up tests within the one (1) year period following rehabilitation, unless additional tests are prescribed by his substance abuse professional. If the employee refuses to undergo rehabilitation, or if he fails to complete a program of rehabilitation, or if he tests positive on the return-to-duty or any of the follow-up tests, such employee

shall be subject to disciplinary action including termination. Employees who violate the terms of this Article a second time, or whose violations involves evidence of a felony drug related activity, may be offered a chance to participate in a rehabilitation or detoxification program and will be subject to discipline immediately, up to and including termination.

Section 44.9. Costs of all alcohol/drug screening tests and confirmatory tests shall be borne by the Employer, except that return-to-duty tests, follow-up tests, and any test initiated at the request of the employee shall be at the employee's expense.

Section 44.10. For the purpose of implementing the provisions of this Article, each bargaining unit member shall execute medical releases in order for the Employer to obtain the results of the physical examinations and alcohol/drug tests provided for in this Article. Except as otherwise provided by state or federal law with regard to communicable diseases, or with the permission of the employee, the releases referred to in this Section shall authorize only the release of examination results and progress reports pertaining to the drug screening test results. No other medical finding may be released without the express written authorization of the employee.

Section 44.11. Post -accident testing: As soon as practicable following: (a) an accident in which a fatality occurs, (b) an accident in which an injury is treated away from the scene, or (c) an accident in which a vehicle is required to be towed from the scene and the employee receives a citation for a moving violation arising from the accident; the driver shall be tested for alcohol and controlled substances. The Employer shall cease attempts to administer the test eight (8) hours following the accident for alcohol and after thirty-two (32) hours for controlled substances.

ARTICLE 45 **SEVERANCE PAY**

Section 45.1. All full-time employees shall, at the time of their retirement ("retirement" for purposes of this Article being defined as [1] immediate ability to qualify for age and service retirement under PERS {dispatchers} or PFPF {police officers and sergeants}, OR [2] where the employee has ten {10} years of service with the City of Greenfield, OR [3] where an employee is eligible to receive disability benefits {sometimes referred to as a "disability retirement"} from his or her applicable state retirement plan {i.e., PERS or PFPF} and the employee is approved for such benefits), receive payment in a lump sum of one (1) hour for each four (4) hours of accumulated unused sick leave to his credit for payment for all hours accumulated in their bank. A bargaining unit employee may only convert sick leave to severance payment one (1) time with the City under this section, regardless of whether the employee is rehired or otherwise returns to active City employment. Such payment shall be based on the employee's rate of pay at the time of separation.

Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at the time.

Section 45.2. The estate of an employee who dies while still employed, and who has had ten (10) years of service with the Employer shall be paid appropriate sick leave separation pay in accordance with Section 45.1 of this Article.

Section 45.3. In the event of the death of an employee, unused vacation, compensatory time, or any wages for which the employee was qualified shall be paid in accordance with Section 2113.04 of the Ohio Revised Code to the employee's estate.

Section 45.4. The provisions of this article shall not apply to a bargaining unit employee who is discharged from employment with cause.

ARTICLE 46 **RETIREMENT AND DISABILITY SEPARATION**

Section 46.1. Employees approaching age and service retirement and employees not returning from PERS or PFPF disability benefit leave of absence shall be presented with the badge worn during service to the community, department patch, service decorations and name plate suitably encased for presentation. "Retired employees" means those employees who have separated employment by an age and service retirement.

Section 46.2. Honorably retired employees and employees not returning from PERS or PFPF disability benefit leave of absence shall be permitted to retain their department credentials. The Employer may exercise the option to stamp said credentials with the term "Retired."

Section 46.3. Honorably retired employees and employees not returning from PERS or PFPF disability benefit leave of absence may retain one (1) complete set of the department's formal uniform with all accessories. The Employer may assess a nominal charge for service handgun, taking into account the weapon's condition and depreciation. The Employer shall not present the employee with a service handgun where to do so may violate law, or where the employee separated from employment with PERS or PFPF disability benefits due to any non-physical disability.

Section 46.4. Employees within twelve (12) months of retirement shall be allotted a maximum of one (1) working day at department expense to travel to P.E.R.S. or P.F.P.F. to correlate any retirement related affair. Verification of attendance may be required by the Employer.

Section 46.5. In the event that the employee declines to retire, any leave time taken regarding this article shall be converted to any authorized paid leave from accumulated compensatory time, vacation time, compensatory or holiday leave time available to the employee.

ARTICLE 47 **WAIVER IN EMERGENCY**

Section 47.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the City Manager of Greenfield, or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of employees.

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

ARTICLE 48
RETIRED CANINES

Section 48.1. At the time a canine is deemed retired from active police service, the Employer will offer such canine to the individual who was the last handler of the animal. If such handler refuses possession of the animal, the Employer will offer the animal to any bargaining unit member who was a previous handler, and if no one assumes possession, to any other bargaining unit member. In the event that no bargaining unit member is willing to assume possession of the canine, the Employer will determine disposition of the animal.

Section 48.2. Any individual assuming a canine under the previously illustrated system will, as a condition thereof, sign an agreement with the City that he or she will assume all liability related to the possession of the canine.

ARTICLE 49
ABANDONMENT OF POSITION

Section 49.1. Absence without leave from work for a period of four (4) consecutive working days will be considered by the Employer as a job abandonment. Unless otherwise determined by the Employer upon presentation of supporting documentation of extraordinary circumstances, the employee's job abandonment in this situation is not considered to be separation in good standing and the employee is not eligible for rehire.

ARTICLE 50
APPLICATION OF CIVIL SERVICE

Section 50.1. Whereas this Agreement may address subjects also addressed by the Civil Service laws and/or Rules and Regulations of the Greenfield Civil Service Commission, the parties hereby mutually agree that this Agreement shall take precedence over any conflicting Civil Service provision, and except as otherwise specifically provided herein, the Civil Service Commission shall have no jurisdiction to receive or determine any appeals relating to the interpretation or application of this Agreement.

Section 50.2. In accordance with the provisions of Ohio Revised Code Section 4117.10(A), all provisions listed in the index of this Agreement are intended to supercede and/or prevail over conflicting and/or additional subjects found on ORC sections 124.01 through 124.56.

ARTICLE 51
EDUCATIONAL PAY

Section 51.1. Bargaining unit members who receive a college degree related to the position in which they hold (i.e, criminal justice, law, political science, business management, psychology, etc.) shall receive a onetime payment of two hundred fifty dollars (\$250.00) for each degree earned (i.e Associates Degree, Bachelor's Degree, Master's Degree and Doctorate Degree).

ARTICLE 52
FITNESS PROGRAM

Section 52.1. Overview. The Employer and the FOP hereby establish a Voluntary Fitness Program for Dispatchers, Police Officers and Sergeants following OPOTA Standards as follows:

Section 52.2. Goal. The Fitness Program is intended to encourage eligible members of the Police Department ("Members") to adopt and maintain healthier lifestyles and achieve and maintain higher levels of physical fitness. The Employer will facilitate this goal by holding a fitness test annually, in October.

Section 52.3. Employees may choose to participate in the fitness testing given by the Employer each October. Such employees who participate in the testing and who achieve a passing score will earn an additional two (2) days personal time to be used the following calendar year.

Section 52.4. Employees who remain tobacco free for a calendar year shall receive one (1) personal day the following year which must be used within the year.

ARTICLE 53
DURATION OF AGREEMENT

Section 53.1. This Agreement shall become effective January 1, 2014, unless otherwise

specified herein, and shall remain in full force and effect through December 31, 2016.

Section 53.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested. The parties shall commence negotiations within two (2) calendar weeks upon receiving such notice of intent. All other provisions of Ohio Revised Code 4117 shall apply unless otherwise mutually agreed upon. The parties may mutually agree to amend articles of this agreement. Such action must be in written form, signed and dated by both parties.

Section 53.3. Both the City and the bargaining unit have bargained fully and completely, and had the opportunity to present proposals, counterproposals and demands. Neither party has any duty to bargain further during the term of this Agreement, except as may be specifically agreed to in this Agreement.

Section 53.4. This Agreement supersedes any and all practices, ordinances, and previous agreements between the parties hereto and is a final and complete agreement and all other previous agreements either written or oral are hereby canceled.

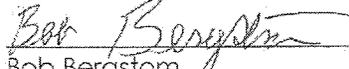
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 31 day of December, 2013.

FOR THE CITY OF GREENFIELD,
OHIO



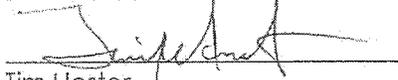
Ron Coffey
City Manager



Bob Bergstrom
City Council Member



Carolyn Snodgrass
Finance Director



Tim Hester
Chief of Police

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



Mark Scranton
Staff Representative



Dustin Malone
Negotiating Team Member



Kevin Little
Negotiating Team Member



Misty Breakfield
Negotiating Team Member

APPROVED AS TO FORM


City Law Director **VIVABE EDUCATOR**

ATTEST:



Roberta Karnes
Clerk to City Council

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

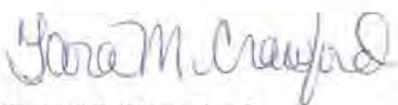
IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	}	Case No(s): 13-MED-09-1074
EMPLOYEE ORGANIZATION,	}	13-MED-09-1075
	}	13-MED-09-1076
and,	}	
	}	
CITY OF GREENFIELD,	}	
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. Ron Coffey, citymanager@greenfieldohio.net