



13-MED-10-1265

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04/02/2014

AGREEMENT

BETWEEN

THE CITY OF FREMONT

AND

**THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION**

(CAPTAINS AND SERGEANTS)

CASE NO. 2013-MED-10-1265

EFFECTIVE:

JANUARY 1, 2014 THROUGH DECEMBER 31, 2016

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AGREEMENT/PURPOSE

This Agreement is entered into between the City of Fremont, Ohio, hereinafter referred to as the "City" or "Employer," and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "Union" or the "OPBA."

Should any part of this Agreement or any portion contained herein be declared invalid by operation of law by a tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In addition, within a reasonable time following the effective date of such declaration of invalidity, the parties shall meet in an attempt to modify such provision to comply with the applicable law.

The purpose of this Agreement is to set forth the agreement of the parties concerning rates of pay and conditions of employment applicable to the Captains and Sergeants of the Fremont Police Department.

ARTICLE 1 **RECOGNITION**

Section 1.1. The City recognizes the OPBA as the exclusive representative of the employees included in the bargaining unit described in the State Employment Relations Board certification of February 12, 1998, in Case No. 97-REP-09-0233. For purposes of this Agreement, the bargaining unit shall be defined as follows:

Included: All Captains and Sergeants of the Fremont Police Department.

Excluded: All other employees, including Chief, Assistant Chiefs, patrol officers, dispatchers and record clerks, management level employees, confidential employees, any other employees who do not meet the definition of "public employee" within the meaning of Section 4117.01, Ohio Revised Code.

ARTICLE 2 **REPRESENTATION**

Section 2.1. Union Representation. The City agrees that no more than one (1) member of the professional staff of the Union shall be admitted to the City's facilities and work sites during working hours upon reasonable notice to the City. Such visitations may be for the purpose of ascertaining whether or not this Agreement is being observed by the parties, to participate with the City in the discussion of problems, to process and participate in the adjustment of grievances, and to attend other meetings. The Union agrees that such activities shall not interfere with the normal work duties of employees except to the extent authorized by a specific provision in this Agreement.

Section 2.2. Meetings With the City. The Safety-Service Director and/or Chief of Police or their designated representative will meet as often as necessary upon request of the Union at mutually agreed times and places with one (1) representative of the professional staff of the Union and not more than two (2) bargaining unit representatives. The purpose of such meetings shall be to:

- A. Discuss the administration of this Agreement;
- B. Discuss grievances which have not been processed beyond the prearbitration steps of the grievance procedure when such discussions are mutually agreed to by the parties;
- C. Disseminate general information of interest to the parties; and
- D. Give the Union representatives the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members.

As a courtesy and to facilitate the adjustment of work schedules, the Union representatives will personally notify immediate supervisors of the dates and times of such meetings, immediately upon the parties reaching mutual agreement as to the date and time of any such meeting.

Should these meetings start before or extend beyond the Union member's representative's regularly scheduled straight-time hours on the day in question, the City shall not be obligated to pay for such additional hours.

This Section 2.2 refers only to the formal meetings between the City's and the Union's representatives. Nothing in this Section 2.2 is intended to prohibit additional, informal meetings between the City and the Union representatives where there is mutual agreement of the necessity of such meetings.

Section 2.3. Time For Conducting Representation Activities. Representation activities necessary to further the purpose of this Agreement that are specified herein are recognized as a proper part of the conduct of the City's business and shall normally take place during duty hours, provided that every effort shall be made to not interfere with the normal operation of the Police Department. Upon giving reasonable notice to and receiving permission from the Police Chief or his designee, Union employees representing the Union in these activities shall be given sufficient time during duty hours, without loss of pay or other benefits, to perform these functions; however, such privilege will not be abused by the Union representatives, nor will permission be unreasonably withheld by the City.

ARTICLE 3 **NONDISCRIMINATION**

Section 3.1. The Employer agrees not to restrain or coerce any employee because of OPBA membership or because of any authorized employee activity in an official capacity on behalf of the OPBA.

Section 3.2. The OPBA agrees not to interfere with the rights of employees to not become members of the OPBA, and there shall be no unlawful disparate treatment, restraint, or coercion by the OPBA or its representatives against any employee exercising the right to abstain from membership in the OPBA or involvement in OPBA activities.

Section 3.3. The Employer and the Union agree not to unlawfully discriminate against any bargaining unit employee because of that individual's race, color, religion, sex, pregnancy, national origin, disability, age, ancestry, genetic history, military status, or veteran status.

If an employee and/or the Union file a grievance alleging a violation of Article 3 while the same or similar allegation of discrimination is being investigated or otherwise processed by an administrative agency such as the OCRC or the EEOC or by a court of competent jurisdiction, such grievance shall be held in abeyance pending the final resolution of the matter by the administrative agency or the courts, whichever is applicable.

ARTICLE 4 **MANAGEMENT RIGHTS**

Section 4.1. Right to Manage. The City reserves the exclusive right to determine the mission of and manage the business of the Police Department and to direct the employees in the discharge of their duties. The right to manage and direct the employees includes the right to hire, suspend, or discharge for proper and just cause, the right to determine the number of employees required and the right to control the City's property, and also includes all rights of management set forth in Section 4117.08, Ohio Revised Code. In the exercise of these rights, the City shall observe and be bound by all the provisions of this Agreement. The Captains and Sergeants acknowledge their responsibility, as supervisors, to act in the interest of the City in effectuating the rights set forth in this Section.

Section 4.2. Right to Establish Work Rules. The Captains and Sergeants recognize the exclusive right of the City to establish reasonable work rules, regulations, and General Departmental Orders. Such rules may be established by the Safety-Service Director and/or the Police Department, or through ordinance by the City Council. The City agrees that any allegation of arbitrary, capricious, or discriminatory application of rules, regulations, and General Department Orders shall be subject to the grievance procedure.

ARTICLE 5 **DUES DEDUCTION**

Section 5.1. The Employer agrees to deduct employee organization membership dues in accordance with this Article for all employees eligible for the bargaining unit upon the successful completion of their individual probationary periods.

Section 5.2. The Employer agrees to deduct regular membership dues from each regular pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct 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 5.3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of dues. The employee organization 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 employee organization, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the employee organization.

Section 5.4. The Employer shall be relieved from making such individual “check-off” 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;
5. Resignation by the employee from the employee organization; or
6. Revocation of the check-off authorization.

Section 5.5. The Employer shall not be obligated to make dues 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 dues. Authorization for dues deductions shall be revocable upon written notice to the Employer from the employee.

Section 5.6. The parties agree that neither the employees nor the employee organization shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within thirty (30) 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 dues deduction would normally be made deducting the proper amount.

Section 5.7. The rate at which dues are to be deducted shall be certified to the Auditor by the treasurer of the employee organization during January of each year. One (1) month’s advance notice must be given the Auditor prior to making any changes in an individual’s dues deductions.

Section 5.8. Except as otherwise provided herein, each eligible employee’s written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement. All dues deductions, at the Employer’s option, upon written notice by certified mail to the employee organization, may be cancelled upon the termination of this Agreement.

Section 5.9. The total amount of dues deduction will be forwarded monthly to the party designated by the OPBA.

Section 5.10. All employees in the bargaining unit who have been employed at least sixty (60) days and who are not members in good standing of the OPBA, shall pay a fair share fee to the OPBA. The amount of the fair share fee shall be certified to the Auditor by the Treasurer of the OPBA at the same time and in the same manner as the certification of monthly OPBA dues. Once the amount of the fair share fee has been certified, monthly fair share fees shall be deducted automatically and without written payroll deduction authorization from the earnings of employees in the bargaining unit who are not OPBA members and who have been employed by the City for at least sixty (60) days.

The parties agree that rebate procedures for employees challenging the amount of the fair share fee shall be as mandated by federal law and/or Section 4117.09, Ohio Revised Code. The parties further agree that public employees who are members of and adhere to established and traditional tenets and teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization, as set forth in Section 4117.09(C), Ohio Revised Code, shall have such alternative contribution rights as are provided by law under such conditions and in accordance with such procedures as are required by law.

The OPBA shall hold the City harmless from any liability arising out of any action by it or omitted by it in compliance with or in an attempt to comply with the provisions of this Section.

ARTICLE 6

NO STRIKE/NO LOCKOUT

Section 6.1. No Strike. During the term of this Agreement, neither the Union nor any individual Captain or Sergeant will, directly or indirectly, induce, instigate, encourage, authorize, ratify, or participate in any strike, sympathy strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the City, regardless of the reason for doing so. Any Captain or Sergeant who violates this provision shall be subject to discipline, up to and including discharge.

Section 6.2. No Lockout. The City will not lock out any Captain or Sergeant during the term of this Agreement as a result of a dispute with the OPBA.

ARTICLE 7

GRIEVANCE PROCEDURE

Section 7.1. Definition. A grievance is a dispute or difference of opinion raised by a Captain or Sergeant covered by this Agreement against the City involving as to him the meaning, interpretation, or application of the express provisions of this Agreement.

Section 7.2. Procedure. The parties agree that normally, attempts should be made to resolve grievances without recourse to the formal grievance procedure. To this end, a Captain or Sergeant who believes he has a grievance should talk with his commanding officer (Captain or Chief) during his shift prior to utilizing the grievance procedure. Once a grievance has been filed, however, the parties agree to act in good faith to attempt to resolve the grievance promptly and expeditiously, and in accordance with the following procedure:

Step 1: A Captain or Sergeant covered by this Agreement who has a grievance shall submit it in writing, on a form provided by the OPBA, and mutually agreed upon between the parties, to the Chief or designee within five (5) working days after the occurrence of the event giving rise to the grievance. The Chief or designee shall discuss the grievance within ten (10) working days with the grievant at a time mutually agreeable to the parties. If no settlement is reached, the Police Chief shall give his written answer to the grievant within ten (10) working days following their meeting.

Step 2:

If the grievance is not settled in Step 1 and the grievant desires to appeal, it shall be referred by the grievant in writing to the Safety-Service Director within five (5) working days after the City's answer in Step 1. A meeting between the Safety-Service Director, or his representative, and the grievant (and, if the grievant so elects, an OPBA representative) shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Safety-Service Director or his representative, and the grievant. If no settlement is reached, the Safety-Service Director or his representative shall give the City's written answer to the OPBA within ten (10) working days following the meeting.

Section 7.3. Arbitration. The OPBA, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within ten (10) calendar days from the date of the final answer on a grievance from Step 2, the OPBA shall notify the Employer in writing of its intent to seek arbitration over an unresolved grievance. The parties by mutual agreement in writing may submit more than one (1) grievance to the same arbitrator. The parties shall attempt to agree upon an arbitrator within five (5) working days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of fifteen (15) arbitrators from Ohio who are members of the National Academy of Arbitrators. Each party may reject one (1) entire panel of arbitrators. From an acceptable panel, the arbitrator shall be selected by the alternate striking of names. The party demanding arbitration shall strike the first name, and the parties shall alternately strike names until only one (1) name remains. That person shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the City and the OPBA requesting that he set a date and time for the hearing subject to the availability of the City and the OPBA. All arbitration hearings shall be held in Fremont, Ohio. The party demanding arbitration shall pay any filing fee for the panel of arbitrators. The party refusing an entire panel of arbitrators shall pay any fee for the provision of an additional panel.

Section 7.4. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

Section 7.5. Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the timelines or provisions of this Agreement. He shall only consider and make a finding with respect to the specific issue submitted to him in writing by the City and the OPBA, and shall have no authority to make a finding on any other issue not so submitted to him. The arbitrator shall be without power to make a finding contrary to or inconsistent with or modifying or varying in any way the laws of the State of Ohio, the ordinances of the City of Fremont, or rules and regulations having the force and effect of law. The arbitrator shall submit in writing his finding within sixty (60) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The findings shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the

facts of the grievance presented. The decision of the arbitrator shall be binding upon the City, the OPBA, and the grievant.

Section 7.6. Expenses of Arbitration. The fees and expenses of the services of the Federal Mediation and Conciliation Service in providing a panel or panels, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and the rent, if any, for the hearing room shall be borne by the losing party. Where the arbitrator's award is not consistent with the prayer sought by either party, the above costs shall be borne equally by the parties. The expenses of any non-employee witnesses shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript. Any employee whose attendance is necessary for such hearing shall not lose pay or any benefits to the extent such hearing hours are during his normally scheduled working hours of the day of the hearing.

Section 7.7. Time Limit For Filing. No grievance shall be entertained or processed unless it is submitted within five (5) working days after the occurrence of the event giving rise to the grievance. For purposes of this Article, "working days" shall mean Monday through Friday, inclusive, and excludes Saturdays, Sundays, and holidays during which City Hall is closed.

If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension hereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the grievant may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the City, the grievant, and/or the OPBA.

ARTICLE 8

WORK RULES, POLICIES, AND DIRECTIVES

Section 8.1. Right to Publish Rules and Regulations. The OPBA recognizes that the City, in order to carry out its statutory mandates and goals has the right to promulgate reasonable work rules, policies, procedures, and directives consistent with statutory authority, to regulate the personal conduct of employees and the conduct of the City's services and programs.

Section 8.2. Standards of Conduct. The parties recognize that it is the philosophy of the City that, to the extent possible, employees will be put on notice, in writing and in advance of any alleged violations, of the conduct expected of them by the City and by their fellow workers. The parties further understand that it is in the interest of the City to protect the rights and well-being of all employees of the City, while not unduly restricting the generally accepted individual rights of any employees. Therefore, the City will promulgate certain written work rules in an attempt to establish standards of personal conduct that must be maintained in order to protect every employee's right to be treated with dignity and respect while effectively carrying out the City's programs.

Section 8.3. Posting of General Orders. The City agrees that whenever reasonably possible, General Department Orders and other Departmental rules and regulations shall be posted at least five

(5) calendar days in advance of their effective date. Advance posting shall not be required in an emergency or other circumstances where it is not reasonably possible. During this five (5) day posting period, if the OPBA so requests, the Chief and/or the Safety-Service Director will meet with one (1) representative of the OPBA to discuss any comments and/or criticisms the OPBA may have concerning the posted regulation. All work rules relating to safety standards and safe practice procedures shall, in addition to being posted, be verbally communicated to each affected employee by the Chief of Police, or his delegate.

Section 8.4. Right to Grieve. The City agrees that any allegation of arbitrary, capricious, or discriminatory application of rules, regulations, and General Departmental Orders shall be subject to the grievance procedure.

Section 8.5. Policies, Procedures, and Directives. In addition to work rules, it is understood that the City has the statutory authority to promulgate policies, procedures, and directives to regulate the conduct of the City's business. Such matters, whenever practicable, will be reduced to writing and made available to all applicable employees. The signature of an employee on such written policies, procedures, and directives shall only be viewed by the City as evidence that the employee received it, and not that the employee necessarily agreed with it.

Section 8.6. Copy of Rules and Regulations. All new employees for the duration of this Agreement shall be supplied with a personal copy of the Rules and Regulations of the Fremont Police Department and this Agreement immediately upon reporting for work.

Section 8.7. Meeting Regarding Rules and Regulations. If the OPBA so requests, a meeting between the OPBA and the Safety-Service Director and/or the Police Chief will be arranged at a mutually agreeable time during the term of this Agreement in order to discuss any ideas or suggestions the OPBA may have concerning the content or application of existing rules, regulations, and General Orders and/or the need for additional rules, regulations, and General Orders.

Section 8.8. The Employer recognizes that no rules, policies, procedures or directives shall be established that are in violation of any express terms of this Agreement or that materially affect the wages or hours of bargaining unit employees unless mutually agreed. Prior to implementing new or changed work rules, policies, procedures or directives, or other changes that materially affect the wages, hours or terms or conditions of employment of bargaining unit employees, the Employer will notify the Union at least five (5) calendar days in advance of the effective date. If the Union requests to bargain over such a change within that notice period, the Employer and the Union will negotiate in good faith. If the Union does not request to bargain, or if the Employer and the Union bargain to impasse, the Employer may implement any proposed change that does not materially affect the wages or hours of bargaining unit employees, but the Union may exercise its negotiating rights regarding such matter in the normal course of bargaining as provided in Article 29, Duration of Agreement, for any applicable succeeding Agreement. Notwithstanding the preceding paragraph, if the change is not a mandatory topic of bargaining under R.C. Chapter 4117, or in any case if the change is necessary due to exigent circumstances or a state or federal directive or regulation, the Employer is not required to give the five (5) day notice or to bargain over the implementation of the change; however, the Employer may elect to do so, if time permits, without waiving the Employer's rights.

ARTICLE 9
CORRECTIVE ACTION

Section 9.1. The parties recognize that bargaining unit employees have authority, in the interest of the Employer, to supervise, direct, and recommend personnel actions with regard to subordinates. Such authority carries with it the responsibility to direct the implementation of personnel policies, administer provisions of collective bargaining agreements, and enforce departmental rules and regulations.

Section 9.2. An employee shall not be reduced in pay or position, suspended, or discharged except for just cause.

Section 9.3. Except in instances where the employee is found guilty of serious misconduct, discipline will be applied in a corrective, progressive, and uniform manner in accordance with the Employer's policy.

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 9.4. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

Section 9.5. Whenever the Employer determines that an employee may be disciplined for just cause (including all suspensions, reductions, or terminations), a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct. This provision does not apply to verbal or written reprimands.

Section 9.6. Any employee charged with or under indictment for a felony or who is under a gun disability due to an order of a court of competent jurisdiction who is not disciplined or discharged by the Employer, may be placed on a leave of absence without pay until resolution of the court proceedings. An employee may use accrued but unused vacation, holiday, and compensatory time during his leave. An employee found guilty by a trial court of a felony or a misdemeanor with a gun disability shall be summarily discharged. Where the charges are reduced to a misdemeanor or the employee is found not guilty of the charges, the employee may be subject to discipline pursuant to the terms of this Article, but he shall be paid for all lost straight-time hours and shall have any vacation, holiday, or compensatory time used restored to his credit. The Employer shall continue to pay its share of the employee's insurance premiums during the unpaid leave of absence.

Section 9.7. Employees may review their personnel file at reasonable times upon written request. If an unfavorable or inaccurate statement is contained in the file, the employee may place a brief (two [2] page or less) memorandum of rebuttal or explanation to be attached to the document in question.

Section 9.8. A documented oral reprimand, written reprimand, or suspension notice involving a disciplinary suspension of five (5) days or less which is placed in an employee's personnel file after the effective date of this Agreement shall be considered to no longer have force and effect and may not be used in further disciplinary action after eighteen (18) months from the date of such placement,

provided that the employee has not been reprimanded or otherwise disciplined for the same or similar conduct within that eighteen (18) month period. If the employee has been so reprimanded or disciplined within that eighteen (18) month period, the original reprimand or suspension notice will remain in force and effect for a period of two (2) years, dating from the time of the second infraction. A suspension notice involving a disciplinary suspension of more than five (5) days shall cease to have force and effect and may not be used in further disciplinary action after twenty-four (24) months from the date of such placement.

Before records under this Article are released to the public, the City will make a good faith effort to notify the affected bargaining unit employee.

ARTICLE 10

APPLICATION OF CIVIL SERVICE

Section 10.1. Whereas this Agreement may address subjects also addressed by the Civil Service laws and/or the Rules and Regulations of the Fremont 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 10.2. In accordance with the provisions of Ohio Revised Code Section 4117.10(A), all provisions listed in the table of contents of this Agreement are intended to supersede and/or prevail over conflicting and/or additional subjects found in O.R.C. Sections 124.01 through 124.56, and the Rules and Regulations of the Civil Service Commission of the City of Fremont.

ARTICLE 11

SENIORITY

Section 11.1. Two (2) types of seniority are established under this Agreement as follows:

- A. **“Classification Seniority”** is the employee’s uninterrupted length of continuous service in the rank of Sergeant or Captain.
- B. **“Total Seniority”** is the employee’s uninterrupted length of continuous service with the Fremont Police Department.

Section 11.2. An employee’s seniority shall terminate:

- A. If the employee resigns;
- B. If the employee retires;
- C. If an employee is discharged;
- D. If the employee is laid off for a period of more than two (2) years; or

- E. Failure to return to work within ten (10) calendar days of a recall from layoff absent extenuating circumstances such as illness, injury, or disability.

Section 11.3. The Employer will provide the Union with one (1) copy of a seniority list within fourteen (14) calendar days after the effective date of this Agreement and every one (1) year thereafter, showing the seniority of each employee in the bargaining unit by classification, and by total seniority. Any employee shall have ten (10) calendar days after the list is prepared and posted in the department to protest his position on that list. If no challenge is received, the list shall be deemed accurate for the remainder of the posting period.

Section 11.4. Whenever seniority is the determining criteria to any terms and conditions contained in this collective bargaining agreement and two (2) or more employees are tied as to the length of their applicable seniority, the following seniority rights shall prevail:

- A. If two (2) or more employees have the same classification seniority, total seniority shall prevail. If two (2) or more employees have the same total seniority, the order of appointment by promotional score shall prevail.

ARTICLE 12 **PROMOTION**

Section 12.1. Vacancy Determination. The Employer retains sole discretion to determine which positions are vacant, when they shall be considered vacant, which vacancies it will fill and when it will fill them. When a position becomes vacant, the Employer will decide to fill the vacancy or not fill the vacancy within fourteen (14) calendar days.

Section 12.2. Filling of Vacancies. The parties agree that appointments to the positions of Captain in the Police Department shall be filled in accordance with this Article. The provisions of this Article supersede and replace the provisions of O.R.C. 124.44 and applicable provisions of the Civil Service Commission Rules and Regulations for these classifications.

Section 12.3. Promotional Probationary Period. A promoted officer shall be in a promotional probationary period for the first one hundred eighty (180) calendar days of service.

In the event the officer is found to be unsuited for the work of the new rank or he desires to return to his former rank during this period, he shall be reinstated to his former rank.

Section 12.4. Posting of Vacancies. Whenever the Employer determines that a permanent vacancy exists for the position of Captain in the Police Department, a notice of such vacancy shall be posted on the employee's bulletin board for fifteen (15) calendar days. During the posting period any employee, in the rank of Sergeant, with at least one (1) year seniority in the position of Sergeant wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting date or that do not meet the minimum qualifications for the job.

Whenever the Employer determines that a permanent vacancy exists for the position of Assistant Chief in the Police Department, a notice of such vacancy shall be posted on the employee's bulletin board for fifteen (15) calendar days. During the posting period, any employee, in the rank of Captain, with at least one (1) year seniority in the position of Captain wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting date or that do not meet the minimum qualifications of the job.

The assigned reading list of the examination will be posted along with the posting of the vacancy. The books and materials to be utilized in the examination process and where to obtain copies of them will also be posted. The Employer will allow at least forty-five (45) days from the time the vacancy is initially posted until the examination is conducted to permit adequate preparation time for the examination.

Section 12.5. Examinations for promotion must be competitive, and no such examinations will be administered unless there are at least two (2) applicants. If the application of the service requirement to persons in the next lower rank does not produce two (2) persons eligible and willing to compete, then the same method shall be followed by going to successively lower ranks until two (2) or more persons are eligible and willing to compete in an examination for the vacancy.

Section 12.6. Promotional Determination Process. Promotion to the rank of Captain shall be based upon the following criteria:

1. A written competitive examination. The written examination must be produced and administered by an outside consultant with a demonstrated ability to produce and conduct Police Department promotional examinations. Such demonstrated ability can be ascertained by accreditation through an institution of higher education or by affiliation with a recognized professional police organization. The written portion of the examination is to be weighted at thirty percent (30%) of the total weight of the promotional process for the Captain's examination.
2. An assessment center consisting of three (3) acceptable assessment center exercises. (Examples being: a leaderless discussion, in-basket/out-basket, problem solving, role playing.) The assessment center must be administered by an outside consultant with a demonstrated ability to produce and conduct Police Department promotional assessment centers. Such demonstrated ability can be ascertained by accreditation through an institution of higher education or by affiliation with a recognized professional organization. The assessment center portion of the examination is to be weighted at fifty percent (50%) of the total weight of the promotional process for the Captain's examination.
3. Performance evaluations for the previous two (2) years. The mean score for the evaluations of this period is to be used. These performance evaluations should be performance based evaluations, not trait based evaluations. The weight for this portion of the promotional process is ten percent (10%).

4. **Seniority.** For promotion to the rank of Captain, the Employer will add five tenths (.5) of one (1) point for each year of service as a command officer in the Fremont Police Department, in the next lowest rank to the rank being sought. The maximum weight for this portion of the promotional process is ten percent (10%).

Section 12.7. Appointments. When a promotional list has been certified to the Safety-Service Director by the consultant, the Safety-Service Director shall afford the employees on the list an interview. If the Safety-Service Director, utilizing the rule of three, does not intend to appoint the employee who is first on the list, then he shall inform him in writing of the reasons(s) he has not been selected. The employee who is not selected shall have the right to appeal the action of the Safety-Service Director to the Mayor or his designee or file a grievance under the procedures contained in this Agreement, but not both. The appeal must occur within five (5) calendar days after he has been informed that he has not been selected for promotion.

ARTICLE 13

LAYOFF AND RECALL

Section 13.1. When the City determines that a long-term layoff or job abolishment is necessary, they shall notify the affected employees five (5) days in advance of the effective date of the layoff or job abolishment.

Section 13.2. The City shall determine in which classification(s) layoffs will occur. Within each classification affected, employees will be laid off in accordance with their seniority and their ability to perform the remaining work available without further training.

An employee laid off in accordance with this Section shall be demoted to the next lower rank and the employee with the least classification seniority in the next lower rank shall be demoted, and so on down until the least senior employee has been reached, who shall be laid off.

Section 13.3. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled.

Section 13.4. Notice of recall from a long-term layoff shall be sent to the employee by certified or registered mail with a copy to the OPBA. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 13.5. In the case of a long-term layoff, the recalled employee shall have five (5) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 13.6. This article supersedes and prevails over the City's (Fremont Civil Service Commission Rules) civil service provisions for layoff and recall and Revised Code 124.37.

ARTICLE 14

WAGES AND BENEFITS

Section 14.1. Wages. A Sergeant covered by this Agreement shall be paid an hourly rate fourteen percent (14%) greater than the hourly rate paid to a Police Officer of comparable longevity of Departmental service. A Captain covered by this Agreement shall be paid an hourly rate twenty-six percent (26%) greater than the hourly rate paid to a Patrol Officer of comparable longevity of Departmental service.

The steps for wages are based on longevity:

- Step A - Less than five (5) years
- Step B - At least five (5), but less than ten (10) years
- Step C - At least ten (10), but less than fifteen (15) years
- Step D - At least fifteen (15), but less than twenty (20) years
- Step E - Twenty (20) years or more

Section 14.2. Meal Allowance. The City will reimburse Captains and Sergeants on special assignment by the Police Chief or his designee for a meal after ten (10) consecutive hours of work. Special assignment is defined as any official duty other than a regular work assignment. Thereafter, Captains and Sergeants will receive a meal allowance at four (4) hour intervals. In the case of call-ins for emergency work (Section 15.6), meals will be reimbursed after the fourth (4th) hour and at four (4) hour intervals thereafter. Captains and Sergeants shall be given a reasonable period in accordance with scheduling requirements for the purpose of eating during each of the above periods. Reimbursement shall be at the rate of five dollars (\$5.00) for lunch and five dollars (\$5.00) for dinner. Meal allowance shall be paid once monthly in regular payroll.

Section 14.3. Education Assistance. An employee may request in writing reimbursement for up to fifty percent (50%) of the tuition and instructional fees to obtain additional training or schooling above and beyond that required by the Employer for the performance of the employee's job duties. The training course must be job related or to prepare the employee for possible promotional opportunity with the City of Fremont. If the Employer determines that such additional training is sufficiently beneficial to the City to warrant payment by the Employer, and if funds permit, the Employer may authorize education reimbursement. Approval must be obtained in advance of starting the training and the employee must present satisfactory evidence to the Employer indicating the amount of tuition, instructional fees, lab fees and/or books paid and proof that the employee has successfully completed the course and obtained a final passing grade of B or equivalent. The total per employee reimbursement shall not exceed five hundred dollars (\$500.00) per calendar year. If the employee leaves the employment of the City of Fremont within one (1) year from the date of

reimbursement of education assistance, he will reimburse the City for one hundred percent (100%) of the reimbursement received from the Employer. If the employee leaves the employment of the City of Fremont within two (2) years from the date of reimbursement of education assistance, he will reimburse the City for fifty percent (50%) of the reimbursement received from the Employer. An employee who retires under the applicable pension system shall not be required to reimburse the City for education assistance received under this Section.

Section 14.4. Additional Pay for Degree Completion. A bargaining unit member who receives an Associates Degree in law enforcement or criminal justice or business administration from an accredited university shall be entitled to an annual sum of six hundred dollars (\$600.00). A bargaining unit member who receives a Bachelors Degree in law enforcement or criminal justice or business administration from an accredited university shall be entitled to an annual sum of eight hundred fifty dollars (\$850.00). A bargaining unit member obtaining both an Associates and a Bachelors Degree shall only be entitled to the eight hundred fifty dollar (\$850.00). Payment shall be made by June 15 of each calendar year to any bargaining unit employee who has provided the Chief of Police with evidence that such degree has been obtained. The additional pay described in this Section only applies to employees who have completed one (1) year of employment, payable in June of the second year of employment. Payment will be made in a separate check.

Any employee who retires with a full service retirement or an approved disability pension in any year prior to June 15 will receive a pro-rated amount due under this section at the time of retirement.

Section 14.5. Pension Pickup Plan. The City shall designate each bargaining unit employee's mandatory contribution to the State of Ohio Police and Fire Pension Fund (PFPF) as "picked up" by the City, although they shall continue to be designated as employee contributions, in order that the amount of the employee's income reported by the City as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then current percentage amount of the employee's mandatory contribution which has been designated as "picked up" by the City and shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick up," nor is the City's total contribution to the appropriate pension system increased thereby.

The "pick up" percentage shall apply uniformly to all members of the appropriate bargaining unit as a condition of employment. The "pick up" shall apply to all compensation.

If the rules and regulations of the IRS or the PFPF change making this procedure unworkable, the City and the OPBA agree to return to the former method of employee/Employer contributions.

Section 14.6. Shift Differential. All bargaining unit employees actually working any hours between 5:00 p.m. and 5:00 a.m. shall receive a shift differential of forty cents (\$0.40) per hour in addition to his applicable straight time rate of pay.

ARTICLE 15
HOURS OF WORK AND OVERTIME

Section 15.1. Intent of Article. This Article is intended to define the normal hours of work and to provide the basis for the calculation of payment of overtime for Captains and Sergeants.

Section 15.2. Workday and Workweek. The work schedule of the Department shall consist of eight (8) hour shifts, the starting and quitting times to be established by the Chief of Police. Eight (8) consecutive hours of work, including a thirty (30) minute lunch period, shall constitute a normal workday. Forty (40) hours of work per week shall constitute a normal workweek. An officer's workweek shall begin with the officer's first regular shift each week.

Section 15.3. Basis For Calculating Overtime. For employees in the classification of Captain or Sergeant, an employee shall be paid at one and one-half (1½) times his hourly base rate of pay for hours worked in excess of eight (8) hours on a regularly scheduled duty day and for hours worked on the first day in any workweek that he is not scheduled to work in accordance with his regular shift assignment.

For hours worked on the second day in any workweek that he is not scheduled to work in accordance with his regular shift assignment, an employee in the Captain or Sergeant classification shall be paid at two (2) times his regular hourly rate of pay, provided he has also worked on the first day that he is not scheduled to work and the five (5) scheduled workdays in his workweek. If he has not worked on the first day, he shall be paid one and one-half (1½) times his regular hourly rate of pay for the hours worked on the second day.

In the event that the shift schedule for the Department is changed, the basis for calculating overtime for Captains and Sergeants may also be changed by mutual agreement between the City and the OPBA.

Time worked for the purposes of this section shall include all time in pay status while the employee is actively performing the work of the classification assigned, except sick leave.

Section 15.4. No Pyramiding. There shall be no pyramiding of overtime for the same hours worked and compensation shall not be paid more than once to the same person for the same hours under any provision of this Agreement.

Section 15.5. Changes in Work Schedule. A Captain's or Sergeants' work schedule is defined as his regular shift assignment. Changes in a Captain's or Sergeant's work schedule may be made to meet the operational needs of the City, but such changes shall not be made arbitrarily. Scheduling changes of less than three (3) days shall not be made solely for the purpose of avoiding premium pay.

Section 15.6. Call-Back Pay. A Captain or Sergeant who is assigned to work by the City during hours outside his regularly scheduled straight-time hours shall be paid only for the actual hours worked at the applicable hourly rate of pay where such additional hours abut his regularly scheduled straight-time hours on the day in question. A Captain or Sergeant who is assigned to work on an emergency assignment during hours outside his regularly scheduled straight-time hours of work

which do not abut his regularly scheduled hours of work on the day in question shall receive a minimum of four (4) hours' pay at his applicable hourly rate of pay.

Training or meetings, public relations activities or demonstrations on off-duty time which do not abut an employee's regularly scheduled hours of work shall receive a minimum of two (2) hours pay at his applicable hourly rate of pay.

Section 15.7. Reporting Pay. A Captain or Sergeant who shows up for work at his scheduled starting time on any regularly scheduled workday or for previously scheduled overtime work shall receive a minimum of two (2) hours' pay for such incident at the applicable rate of pay if the City cannot provide work for the Captain or Sergeant.

Section 15.8. Court Pay. A Captain or Sergeant who is required to be in court while off duty, where such time does not abut his regularly scheduled duty hours, shall receive a minimum of three (3) hours' pay at his applicable hourly rate of pay. If an officer has a subpoena for a time within one-half (½) hour of the end of his shift, he will remain on the clock for the time to report to court. An officer who is required to be in court while off duty shall be required to account for his or her time clocking in and clocking out at the nearest available time clock or otherwise completing a timesheet, as applicable. Officers shall turn in all time sheets and paperwork prior to be receiving payment for court time.

Section 15.9. Standby Pay. Standby pay is defined as payment for an assignment which requires a Captain or Sergeant to be immediately available on a continuous basis during his normal off-duty hours. A Captain or Sergeant shall be considered to be in standby status when he is personally notified by the Police Chief or his designee that he is on standby and shall terminate when he is notified that he is no longer on standby. Captains and Sergeants who are personally notified that they are in standby status will be paid a minimum of four (4) hours pay and a maximum of eight (8) hours pay per day of standby duty at the applicable hourly rate of pay. For the purposes of this Section, an off-duty day is defined as a twenty-four (24) hour period during which the Captain or Sergeant is not scheduled to work.

Section 15.10. Rotation of Overtime.

1. The shift commander will rotate overtime opportunities among all full-time bargaining unit members. The Shift Commander agrees to post and maintain overtime rosters which shall be made available to the OPBA upon request. Said rosters shall be posted on appropriate bulletin boards in the facility and will include a list of the last four (4) hours of shift overtime worked or refused. When the amount of overtime refused or worked is less than four (4) hours, the employee will not be charged on the roster with the overtime opportunity.
2. Scheduled overtime opportunities will be offered in the following order:
 - a. To the command officer on the shift causing the overtime opportunity;
 - b. To the command officers on the adjoining shifts;

- c. To any other command officers in the bargaining unit;
 - d. In the case of an eight (8) hour shift, the hours may be split and offered to eligible command officers;
 - e. If all command officers refuse the overtime opportunity, then it will be offered to eligible patrol officers to fill the needed overtime opportunity;
 - f. If all eligible patrol officers refuse, then the least senior command officers from the affected or adjoining shifts will be required to fill the overtime opportunity.
3. For unscheduled overtime opportunities, when practical, the steps in paragraph 2 above shall be followed.
 4. Where there are errors in the distribution of overtime opportunities, the shift commander will be given one (1) opportunity to correct the error by granting to any employee whose rights were violated the next opportunity for overtime within his overtime group.

Section 15.11. Compensatory Time. An employee may elect to receive compensatory time in lieu of overtime pay. Compensatory time will be accrued at the rate of one and one-half (1½) times the amount of overtime worked.

The maximum amount of compensatory time an employee may accrue and carry forward is any number or fraction thereof less than forty-one (41) hours. Any overtime worked which would increase the employee's accumulated compensatory time above this maximum shall be paid at the appropriate overtime rate. Compensatory time off will be granted at a time mutually convenient to the employee and the Employer.

If an employee elects to receive compensatory time in lieu of overtime pay for hours worked on the employee's second regularly scheduled day off in any workweek, the compensatory time shall accrue at the rate of two (2) times the amount of overtime hours worked, provided the employee also worked on his first regularly scheduled day off in that same workweek.

Section 15.12. Flexible Work Schedule. The Chief of Police or his designee may develop a flexible work schedule in sections of the Department or for groups of employees. An example of flexible work schedules would be workdays of ten (10) hours, four (4) days per workweek. Four (4) days worked with three (3) consecutive days off in the workweek. Implementation of a four (4) day workweek will be for not less than a thirty (30) calendar day period, unless agreed otherwise by the Employer and the OPBA.

If the parties agree to a flexible work schedule which includes hours in excess of eight (8) hours in a day, overtime will be based on forty (40) hours in one (1) week, not eight (8) hours in a workday, as provided in Article 15, Section 15.3.

Time and one-half (1½) shall be paid for hours worked on the first day in any workweek that an employee is not scheduled to work in accordance with his regular shift assignment and two (2) times

shall be paid at his regular hourly rate of pay for work performed on the second or third day, provided he has worked on the first day, or the first and the second day, respectively. If he has not worked on the first day, he shall be paid one and one-half (1½) times his regular hourly rate for hours worked on the second day.

If he has not worked on the first and second day, he shall be paid one and one-half (1½) times his regular hourly rate for hours worked on the third day.

Section 15.13. Shift Exchanges. Employees requesting to exchange shifts must notify the Employer in writing at least twenty-four (24) hours in advance of the effective date of the exchange. The twenty-four (24) advance notice may be waived by a mutual agreement of the Chief, or his designee, and the trading employees. In case of an individual's abuse of his right to exchange shifts, that individual may have his exchanges limited by the Employer on a calendar month or calendar year basis. Probationary employees are not eligible for shift exchanges. Exchanges must be by employees in the same job classification. All exchanges will comply with the Fair Labor Standards Act. There will be no paybacks in cash. Records of exchanges will be as mandated by the Employer. Exchanges will be paid back as taken, in the same amounts and must be paid back within six (6) months of the date of the trade. The Employer shall not be responsible for the pay back of exchanges by employees. Exchanging shifts shall not result in the payment of overtime.

Section 15.14. Once a request for utilization of compensatory time has been granted, the previously approved time-off may not be cancelled by the Employer with less than twenty-four (24) hours' notice. Additionally, previously approved compensatory time-off requests may only be cancelled for legitimate operational reasons and not for arbitrary and/or capricious reasons.

ARTICLE 16 **HOLIDAYS**

Section 16.1. Holidays. The following days shall be considered paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Washington-Lincoln Day	Thanksgiving Day
Good Friday (4 hours)	Christmas Day
Memorial Day	Officer's Birthday
Independence Day	Other Holidays Established
Labor Day	by the Ohio Legislature

For the purposes of this Article, where applicable, the day actually observed as the holiday shall be the day that the City's administrative offices are closed in observance of the holiday, except that Christmas Day, New Year's Day, Independence Day and Veterans Day shall be observed on the actual day of the holiday.

An employee whose birthday falls on any of the other recognized holidays listed above shall receive an additional holiday which shall be taken by the employee the next calendar day.

Section 16.2. Holiday Pay Eligibility. In order to be eligible for holiday pay, a Captain or Sergeant must work his full scheduled working day immediately preceding and immediately following the holiday, unless the Captain or Sergeant is absent by reason of bona fide illness or injury or other authorized leave of absence, or is otherwise excused by the Police Chief or his designee from compliance with this requirement.

Section 16.3. Holiday Pay. Captains and Sergeants who work on any of the actual holidays shall receive one and one-half (1½) times their regular straight-time hourly rate of pay for all hours worked on the holiday and an additional eight (8) hours of holiday pay at their straight-time hourly rate of pay. Captains and Sergeants who are granted any one of the above holidays off shall receive an additional eight (8) hours of holiday pay for the week in which such holiday falls. Captains and Sergeants may elect to accept another full day off in lieu of eight (8) hours of holiday pay, provided that the scheduling of such day off shall be arranged with the prior approval of the Police Chief or his designee. Holiday pay for eligible Captains and Sergeants shall be distributed as follows: Holiday pay for Thanksgiving and Christmas holiday shall be paid on the same payday as the actual December 25 day is paid and holiday pay for all other holidays shall be paid the last pay in November.

Section 16.4. Emergency Personal Time. Each bargaining unit employee will be granted up to eight (8) hours of paid emergency personal time per calendar year. Such time must be used in minimum units of two (2) hours. The employee must give notification to the Police Chief, or his delegate, to use emergency personal time and be approved before such absence will be granted. The approval will not be unreasonably denied. If emergency personal time is not used within the calendar year, it may be deferred and accumulated provided that such deferred emergency personal time is taken by March 1st the following year. If the employee who defers the emergency personal time chooses not to take this time off, will be paid for the unused time.

Each bargaining unit employee will also be permitted to utilize eight (8) hours of attendance time earned under the provisions of Section 18.6 and eight (8) hours of compensatory time earned under the provisions of Section 15.11, to use as emergency personal time during the calendar year in accordance with the provisions of this section. No more than one (1) bargaining unit employee per shift may utilize emergency personal time that creates an overtime situation.

ARTICLE 17
VACATION

Section 17.1. Amount of Vacation. Captains and Sergeants covered by this Agreement shall be entitled to vacation time off in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Amount of Vacation</u>
At least one (1), but less than six (6)	10 days
At least six (6), but less than twelve (12)	15 days

At least twelve (12), but less than eighteen (18) 20 days

At least eighteen (18) 25 days

Section 17.2. Vacation Eligibility. In order to be eligible for vacation pay, a Captain, or Sergeant who, as of his anniversary date of employment, has been continuously employed by the City at least one (1) year, must have worked at least sixteen hundred (1,600) hours during the preceding year of employment. For the purpose of this Section, time worked includes, in addition to hours actually worked, absence due to authorized sick leave or injury leave.

Section 17.3. Vacation Accumulation. Five (5) days vacation time off may be deferred and accumulated by a Captain or Sergeant, provided that such deferred vacation time must be taken prior to July 1st the following year.

Section 17.4. Vacation Scheduling. Vacation scheduling shall be arranged with the prior approval of the Chief of Police or his designee, in accordance with Police Department regulations or policies. A bargaining unit member may utilize up to twenty (20) days of vacation leave consecutively and no less than one (1) day at a time. An employee who takes a vacation increment of five (5) days in each workweek shall be entitled to select and receive the two (2) days immediately following the conclusion of the vacation increment as his regular days off that week. Employees shall be entitled, subject to the foregoing requirements, to utilize vacation leave during all of the fifty-two (52) calendar weeks in the year.

Section 17.5. Vacation Pay. For each day of vacation for which a Captain or Sergeant is eligible pursuant to this Article, the Captain or Sergeant shall receive vacation pay in an amount equal to the officer's straight-time hourly rate of pay times eight (8) hours.

Section 17.6. Vacation Pay in Lieu of Time Off. Although Captains and Sergeants are encouraged to take their annual vacation, in the event that a Captain or Sergeant, with the approval of the Police Chief or his designee, chooses not to take his vacation time off, he will receive his vacation pay in lieu of time off. Vacation pay in lieu of time off shall be paid the week that December 1st falls.

Section 17.7. Vacation Pay Upon Separation or Death. A Captain or Sergeant shall be entitled to receive his vacation pay in the event he leaves the City's employment after becoming eligible for vacation pay but before taking his vacation. In the event of the death of a Captain or Sergeant, any vacation pay to which the officer would have been entitled shall be paid to the officer's designated beneficiary, or to the officer's estate.

ARTICLE 18 **SICK LEAVE**

Section 18.1. Sick Leave Accrual. All Captains and Sergeants shall accrue sick leave at the rate of four and six-tenths (4.6) hours for each eighty (80) hour period worked, and any sick leave accrued, but not used or converted as hereinafter provided, in any year shall be cumulative in succeeding years without limit. Captains and Sergeants who are granted leaves of absence with or without pay for sick leave or injury purposes only, shall continue to accrue sick leave at the above rate during such

absences, but shall not be entitled to use the sick leave so accrued until after their return to work. Sick leave shall not accrue during periods of suspension or other types of leave without pay.

Section 18.2. Use of Sick Leave. A Captain or Sergeant eligible for sick leave may be granted leave with full normal pay for the following reasons:

- A. Personal illness or physical incapacity;
- B. Illness of a member of the officer's family requiring the officer's personal care and attendance; sick leave may also be used for up to five (5) days' absence at the time of birth of an offspring and subsequent convalescence of the officer's spouse;
- C. Enforced quarantine of the officer in accordance with community health regulations.

Section 18.3. Notice and Verification of Sick Leave Use. Police Department regulations and policies shall govern notice to supervision regarding the use of sick leave and the conditions under which sick leave use must be verified by presentation of a physician's certificate. A Captain or Sergeant who abuses sick leave shall be subject to discipline, up to and including discharge.

Section 18.4. Minimum Charge to Sick Leave. Absence for a fraction of a day that is chargeable to sick leave in accordance with these provisions shall be charged in increments of not less than one (1) hour. Captains and Sergeants who after reporting for work are then sent home on sick leave shall be charged for actual hours absent.

Section 18.5. Pay For Accumulated Sick Leave. A Captain or Sergeant who retires from the Department under the Police and Fire Pension Fund (PFPF) and has at least ten (10) years of continuous service shall be eligible for liquidated sick pay equal to thirty three and one-third percent (33 1/3%) of accumulated sick leave hours, up to a maximum of eighteen hundred (1800) hours. Such liquidated sick pay shall also be paid to the surviving spouse or surviving children of a Captain or Sergeant who has at least ten (10) years of continuous service with the Department at the time of his death. Maximum pay for accumulated sick leave upon retirement or death under this Section thus would be equal to six hundred (600) hours at the officer's last applicable straight-time hourly rate. An employee shall not receive payment for liquidated sick leave earned while on sick leave or injury leave if they do not return to work.

Section 18.6. Attendance Time. A Captain or Sergeant shall be credited with additional days off without loss of pay based on the number of sick leave days used in the preceding calendar year in accordance with the following table:

**Number of Sick Leave Days
Used, Including Family
and Medical Leave Days, During
Preceding Calendar Year***

Additional Days Off

0	5
1	4
2	3
3	2
4	1

The provisions of Section 17.4 (Vacation Scheduling) shall govern the scheduling to such additional days off, except that such time off must be taken in increments of no less than four (4) hours. In addition, all such time off must be taken in the calendar year following the year in which the time off is earned, except that time off not taken during that calendar year due to problems beyond the officer's control shall be carried over into the following year. Compensation for such deferred attendance time shall be at the wage rate applicable to the year in which the time off would have been taken but for the deferral.

* Sick leave days used while on industrial leave by an officer who is injured on the job who is eligible for Workers' Compensation benefits under the laws of Ohio shall not be included in computing the number of sick leave days used.

Section 18.7. Disability Separation. In the event an employee becomes unable to perform the essential functions of his/her position, with or without reasonable accommodation, determined by an independent medical examination, and has no approved leave time coming, the Employer may terminate the employee. This shall be considered a disability separation. The employee shall be entitled to a hearing prior to separation and be entitled to Union representation. If the employee disputes the decision by the Employer to terminate their employment, the employee may grieve the decision.

The cost of the independent physical or mental examination to determine the employee's ability or inability to perform the essential functions of the employee's position shall be paid by the Employer.

ARTICLE 19
BEREAVEMENT LEAVE

Section 19.1. Bereavement Leave. Paid leave for death in the immediate family shall be up to four (4) days per occurrence, except where the officer is on other paid leave status. Proof of death and relationship of the deceased may be required. The immediate family is defined as: spouse, parent, parent-in-law, step-parent, child, step-child, brother, sister, grandparent, grandchild, half-brother, half-sister, brother-in-law, sister-in-law, (spouse's sibling or sibling's spouse), or other relatives living in the same household or sole survivor. Up to two (2) days of paid leave will be granted for the death of spouse's grandparent. Up to one (1) day of paid leave will be granted for the death of the employee's aunt, uncle, niece or nephew.

Section 19.2. Extension of Bereavement Leave. Upon approval of the Chief, bereavement leave in excess of four (4) days, but not more than seven (7) days, may be charged to accumulated sick leave. Bereavement leave in excess of seven (7) days must be approved by the Chief and, if granted, will be considered as approved leave without pay.

ARTICLE 20
INJURY LEAVE

Section 20.1. In the event of work-related injuries or illnesses incurred in the course of and arising out of employment with the City, the City shall pay the affected employee, while absent from work due to such injury, the difference between his Workers' Compensation allowance and his regular salary for the first one hundred eighty (180) calendar days following the injury without any loss of accumulated sick leave time. Such injury shall be reported to the Chief or his designee immediately. Such leave shall be granted pursuant to the initial diagnosis and certification of the employee's physician that the employee is unable to perform the duties and responsibilities of his position. Diagnosis and certification demanded by the City thereafter may be made by a physician appointed by the City and shall be paid for by the City. After one hundred eighty (180) calendar days of injury leave, an employee may be granted one (1) additional period of injury leave of up to six (6) months upon certification of a licensed physician appointed by the City and upon the approval of the Safety-Service Director.

ARTICLE 21
MILITARY LEAVE

Section 21.1. Military leave and pay shall be in accordance with Ohio Revised Code 5923.05.

ARTICLE 22
FAMILY AND MEDICAL LEAVE

Section 22.1. Eligible bargaining unit employees shall be provided Family and Medical Leave in accordance with the Employer's Family and Medical Leave Act policy currently in effect or as hereafter amended in accordance with applicable law.

Upon execution of this agreement, bargaining unit employees shall be provided with a copy of the Employer's policy on Family and Medical Leave and any amendments to the Family Medical Leave policy.

ARTICLE 23
INSURANCE

Section 23.1. Group Health Insurance. The City will contribute ninety percent (90%) towards the premium cost of single employee coverage and for employees over the age of sixty-five (65), and will contribute eighty-five percent (85%) toward the premium cost of family coverage per month per employee for those employees electing to take such coverage under the City's group health and hospitalization plan. The remainder of the premium shall be paid by employees through payroll deduction.

A joint labor management cost containment committee will be established, with an equal number of members, who will meet at least forty-five (45) days prior to the renewal date of the insurance policy to explore insurance coverage options and cost containment alternatives.

Section 23.2. Insurance — General Provisions.

- A. With respect to all insurance coverage provided to Captains and Sergeants, the City retains the right to change insurance carriers or self-insure all or any portion of the benefits as long as the level of benefits remains substantially the same.
- B. A difference between an officer (or his beneficiary) and the insurance carrier(s) or the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the City and the OPBA. The City will, however, designate representatives who will be available for consultation with claimant officers (or with a designated benefits claim representative of the OPBA), so that a full explanation may be given with respect to the basis of disposition of claims.
- C. The failure of any insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the City or to the OPBA; nor shall such failure be considered a breach by the City or the OPBA of any obligation undertaken under this or any other agreement. Nothing in this Agreement, however, shall be construed to relieve any insurance carrier from any liability it may have to the City, OPBA, officer, or beneficiary of any officer. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder.

Section 23.3. Non-Duplication of Benefits.

- A. In the event any officer or dependent is entitled to benefits under any employee group insurance plan, employer's self-insurance plan, or governmental plan providing benefits similar or identical to the benefits payable under the Group Insurance Plan covered by this Agreement, the benefits that would be payable under this Group Insurance Plan shall be reduced by the amount necessary, if any, so that the sum of all benefits payable under this Group Insurance Plan and under any other plan shall not exceed the amount provided for under this Group Insurance Plan. If the said other plan contains a provision for non-duplication of benefits, the plan or program insuring the individual as an employee (as distinguished from a dependent) will be considered primary, and in the case of children, the plan or program insuring the father will be considered primary.
- B. The benefits provided for under the Group Insurance Plan covered by this Agreement shall be in substitution for any and all other plans providing hospital, medical, surgical, sickness, death, etc., benefits. It is intended that the benefits provided by the Group Insurance Plan covered by this Agreement shall comply with and be in substitution for any provisions for similar benefits which are provided under any law now in effect or hereafter in effect. If any benefits of a similar nature to those provided in this Agreement are required under any law now in effect and the benefits provided by the Group Insurance Plan covered by this Agreement are not considered in substitution therefore, the benefits provided for under the

Group Insurance Plan covered by this Agreement shall be reduced by the amount of such benefit provided under such law.

Section 23.4. Availability of Group Coverage. Group coverage shall become available to new personnel upon their application, after they have completed thirty (30) days of employment with the City, but shall not apply to temporary, seasonal, or substitute employees.

Section 23.5. Vehicle and Professional Liability Coverage. The City will continue to provide vehicle and professional liability insurance coverage to Captains and Sergeants so long as such coverage is reasonably available. The City will advise the OPBA of any changes in the scope, extent, or dollar amounts of its professional liability and vehicle liability coverage, including discontinuation or cancellation of such coverage by the insurance carrier(s) or by the City.

Section 23.6. Life Insurance. The City will provide through the City's insurance carrier, at no cost to the employee, group term life insurance coverage in the amount of twenty-five thousand dollars (\$25,000.00) for each officer covered by this Agreement.

Section 23.7. Annual Physical Examination. Captains and Sergeants shall be required to take an annual physical examination, given or supervised by a licensed medical doctor. The City shall pay for or reimburse the officer for the cost of such annual physical examination for a physician who is a participant in the PPO.

Section 23.8. Section 125 Plan. The Employer will establish a Section 125 Plan for employee insurance contributions as soon as practical subject to legal requirements.

Section 23.9. Waiver of Insurance. A bargaining unit employee who elects not to receive group health and hospitalization insurance under this Article shall receive a cash payment of eight hundred dollars (\$800.00) per calendar year. Fifty percent (50%) of the cash payment will be paid in June and fifty percent (50%) will be paid in December. An employee must actually be off the group insurance for six (6) months prior to the date the cash payment is due to be paid.

ARTICLE 24

UNIFORM ALLOWANCE

Section 24.1. An employee in the classification of Captain or Sergeant in the employment of the Employer on the first day of February will receive in a separate check no later than the first pay period in February up to a maximum annual allowance of eight hundred fifty dollars (\$850.00) for the purchase and/or maintenance of items of uniform and equipment authorized by the Chief of Police for wear or use by Captains and/or Sergeants. Any uniform or equipment item damaged or destroyed in the performance of duties other than normal wear and tear shall be repaired or replaced by the City without deduction from the uniform allowance.

ARTICLE 25
MISCELLANEOUS

Section 25.1. Out-of-Town Assignments. Any Captain or Sergeant who is given an out-of-town duty assignment shall be paid at the applicable hourly rate of pay on a portal-to-portal basis if the employee is not required to stay overnight, provided that a minimum of twelve (12) hours' pay at the applicable rate shall be paid if the employee is required to stay overnight. Officers on such out-of-town assignments shall be reimbursed for all reasonable actual expenses plus the IRS business mileage rate where a personal car is used.

Any Captain or Sergeant who attends an out-of-town training session or seminar with prior approval of the Police Chief shall not lose any pay or benefits to the extent that the officer is required to be out-of-town during his normally scheduled hours of work. Officers who attend such out-of-town training sessions with the approval of the Police Chief shall be reimbursed for all reasonable actual expenses plus the IRS business mileage rate where a personal car is used.

Section 25.2. Gender of Words. For the purpose of this Agreement, the masculine gender of words shall be interpreted to include the feminine gender, unless the context of a particular term clearly indicates a contrary intention.

Section 25.3. Retirement. A bargaining unit employee who completes twenty-five (25) years of service and retires from the Fremont Police Department under the requirements of the Police and Fire Pension Fund (PFPF) shall receive his current badge and be able to purchase his duty weapon at trade-in value as determined by the Chief of Police.

ARTICLE 26
DRUG/ALCOHOL TESTING

Section 26.1. Drug/alcohol testing may be conducted on employees (pre-promotional, post-accident, reasonable suspicion, or probable cause, periodic or random). Random or periodic tests will be performed not more often than once per six (6) month period per employee.

Section 26.2. All drug screening tests shall be conducted by laboratories certified by the Substance Abuse and Mental Health Services Administration of the Substance Abuse and Mental Health Services Administration (SAMHSA) or certified by a SAMHSA recognized certification program. No test shall be considered positive until it has been confirmed by a gas Chromatography/Mass Spectrometry full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article.

Section 26.3. Alcohol testing shall be done to detect drivers operating a motor vehicle under the influence. A positive result of 0.01 or higher shall entitle the Employer to proceed with sanctions as set forth in this Article. Nothing in this Section shall interfere with the Employer's Duty Manual C.9 regarding use of alcoholic beverages.

Section 26.4. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline. The Employer may suspend the employee without loss of pay before the time the confirmatory test results are complete. If the screening test and confirmatory test are positive, the Employer may discipline the employee. The use of illicit substances, on or off duty, will ordinarily result in termination. The improper use of prescription drugs and/or alcohol may result in a lesser discipline, depending upon the relevant circumstances. Such discipline must be uniform in its application.

Section 26.5.

1. If a drug screening test is positive, a confirmatory test shall be conducted.
2. In the event the second test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this Article.
3. In the event that the second test contradicts the result of the first test, the Employer may request a third test in accordance with the procedures prescribed above. 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.
4. In the event that any two (2) test results are positive, the employee is entitled to have the split sample tested in the manner prescribed above at the employee's expense. The results of this test, whether positive or negative, shall be determinative.

Section 26.6. The name of the testing laboratory shall be maintained by the Employer. This laboratory shall conduct any testing directed by the Employer.

Section 26.7. If after the testing required above has produced a positive result of legal drugs including the abuse of legally prescribed medication, the Employer may take disciplinary action and/or require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, and vacation leave for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to his former position. Such employee may be subject to periodic retesting upon his return to his position. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay for a period not to exceed ninety (90) days

If after the testing required above has produced a positive drug test pursuant to this article for illegal drugs, not including legally prescribed drugs, the employee shall be terminated from employment. Any employee that is arrested for the possession, use, distribution, or manufacture of illegal drugs or any controlled substance not prescribed by a licensed physician and taken in accordance with such prescription shall be placed on an unpaid administrative leave of absence from the employee's position with the Employer, awaiting the resolution of the criminal arrest. If the employee is convicted, enters into a plea arrangement, or admits guilt regarding the possession, use, distribution, or manufacture of illegal drugs or any controlled substance not prescribed by a licensed physician and taken in accordance with such prescription shall be terminated. If the employee is found to be not guilty of the criminal charges by a judge or jury, the employee shall be paid for the amount of time spent on unpaid leave at the employee's base hourly rate of pay. However, the Employer may discipline the employee for any other policy and/or work rule violations that may have occurred. Nothing within this section shall be construed as a waiver of any rights to appeal in accordance with Article 9 herein.

Section 26.8. If the employee is not terminated and he tests positive during a retesting after his return to work or if the employee refuses to take a drug retest, the employee shall be subject to removal from his position and termination of his employment.

Section 26.9. Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

Section 26.10. The provisions of this Article shall not require the Employer to offer a rehabilitation/detoxification program to any employee.

ARTICLE 27

PHYSICAL FITNESS EVALUATION

Section 27.1. The Employer and the OPBA recognize the need for bargaining unit employees to be in good physical condition. The parties agree the proper approach to overall wellness must have primary emphasis on the maintenance of good health of the employees, but must also provide a systematic standard to review an employee's physical fitness as part of the performance evaluation.

Section 27.2. The Employer's "Health and Physical Fitness Evaluation Policy," shall be the program by which overall wellness will be maintained.

Section 27.3. A joint committee consisting of two (2) bargaining unit representatives and two (2) Employer representatives will be established to meet each evaluation period to make recommendations to the Chief of Police and Safety-Service Director to improve the program. Such recommendations may include specific disciplines involved in the program, alternate programs for employees with specific testing problems, age alternatives and programs for employee improvement.

Section 27.4. Effective in 2014, the City will provide each bargaining unit employee with either a single or a family annual pass to the Fremont Recreation Center. Entitlement to a family membership will be consistent with the definition of immediate family recognized in the policies, regulations or rules of the Fremont Recreation Center.

ARTICLE 28
WAIVER IN CASE OF EMERGENCY

Section 28.1. In cases of a publicly declared emergency by the President of the United States, the Governor of the State of Ohio, the Federal or State Legislature, or the Mayor of Fremont, such as acts of God, natural disaster, civil disorder, national or local emergency, the following conditions of this Agreement may be suspended:

- A. Time limits for the City's or the OPBA's replies on grievances.
- B. Provisions of this Agreement relating to the assignment of employees.

Section 28.2. Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

ARTICLE 29
DURATION OF AGREEMENT

Section 29.1. Entire Agreement. This Agreement contains the full and complete understanding between the City and the OPBA on all negotiable issues.

Section 29.2. Duration of Agreement. This Agreement shall be binding upon the City and OPBA from January 1, 2014 and shall continue in full force and effect to December 31, 2016, when it shall expire, provided that if neither party gives the notice provided for in Section 29.3, this Agreement shall automatically renew itself for an additional term of one (1) year and all provisions shall remain in effect with the same force as during the original term thereof.

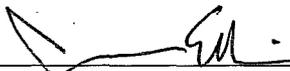
Section 29.3. Notice of Bargaining. If either the OPBA or the City desires to meet for the purposes of negotiating wages, changes, and/or modifications on the provisions of this Agreement, that party shall give written notice of such desire to the other party not more than ninety (90) nor less than forty-five (45) days prior to December 31, 2013.

SIGNATURE PAGE

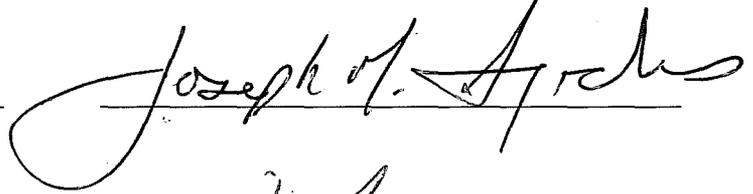
IN WITNESS WHEREOF, the parties hereto have signed duplicates of this Agreement this 27th day of February, 2014.

FOR THE CITY OF FREMONT:

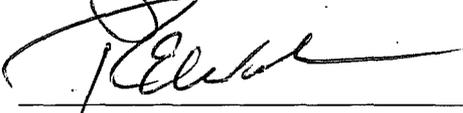
FOR THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION:



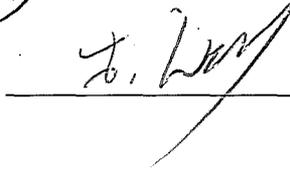
James Ellis, Mayor



Joseph J. Arch



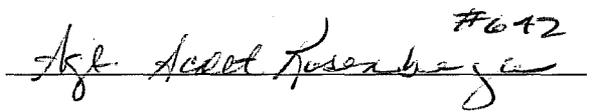
Robert E. Ward,
Safety-Service Director



J. Ward



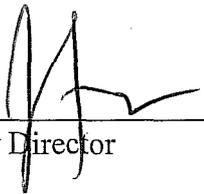
Tim Wiersma, Chief of Police



Sgt. Scott Rosenberger #642



Frederick J. Lord,
Management Consultant



Jim Melle, Law Director

APPENDIX A
WAGE RATES

Effective January 1, 2014

Sergeant Classification

5 years	\$30.03
10 years	\$30.61
15 years	\$30.89
20 years	\$31.18

Captain Classification

5 years	\$33.19
10 years	\$33.83
15 years	\$34.14
20 years	\$34.46

APPENDIX A
WAGE RATES

Effective January 1, 2015

Sergeant Classification

5 years	\$30.63
10 years	\$31.22
15 years	\$31.51
20 years	\$31.81

Captain Classification

5 years	\$33.86
10 years	\$34.51
15 years	\$34.83
20 years	\$35.15

APPENDIX A
WAGE RATES

Effective January 1, 2016

Sergeant Classification

5 years	\$31.25
10 years	\$31.85
15 years	\$32.14
20 years	\$32.44

Captain Classification

5 years	\$34.54
10 years	\$35.20
15 years	\$35.52
20 years	\$35.86

MEMORANDUM OF UNDERSTANDING

The parties, the Ohio Patrolmen's Benevolent Association and the City of Fremont, agree to the following with respect to Article 23, Insurance:

Any changes to the health insurance plan attached to this Memorandum of Understanding, including, but not limited to, benefit levels, co-pays (including prescriptions), co-insurance, maximum annual out of pocket amounts, and/or deductibles, must be mutually agreed to by the parties.

Any dispute over the terms of this Agreement which cannot be mutually resolved will be resolved through the dispute resolution procedure in Chapter 4117 of the Ohio Revised Code, including mediation, fact-finding, and/or conciliation.

FOR THE CITY OF FREMONT:

FOR THE OPBA:

Date Signed: _____

City of Fremont
 BORMA Membership Effective Date — January 1, 2011
 Revised November 9, 2010

		BORMA
		With Reserves
<u>Medical/Rx</u>		
	Single 40	\$424.91
	Family 107	\$1,027.94
Monthly Costs	147	\$126,985.98
Annual Costs		\$1,523,832
<u>In Network Benefits</u>		
	Annual Deductible-Single/Family	\$2,000 / \$4,000
	Coinsurance	90% / 10%
	Annual Out of Pocket Maximum-Single/Family ¹	\$2,250 / \$4,500
	Office Visit Copay – PCP / Specialist	\$20
	Office Visit Copay – Preventive Services	\$0
	Emergency Room Copay	\$100
	Non-Emergency use of ER	\$100, then 90% / 10%
	Urgent Care Copay	\$50
	Lifetime Maximum	Unlimited
<u>Rx Benefits</u>		
	Rx Copay	\$10/\$25/\$40
	Mail Order Copay	\$15/\$62.50/\$100
	Specialty Medications	50% / 50%
	Annual Rx Limit	Unlimited

¹ Includes deductible.

* Rates include elimination of 4th quarter carry-forward.

*Rates include Deductible Primacy w/ employee paying the last \$250 of deductible and family the last \$500.

*Reserves Estimated at \$425,000 Due Within 36 Months.