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**AGREEMENT**

**BETWEEN**

**THE CITY OF FREMONT**

**AND**

**THE OHIO PATROLMEN'S  
BENEVOLENT ASSOCIATION**

**(UNIT A — Full-time Patrol Officers)**

**(UNIT B — Dispatchers and Records Clerks)**

**CASE NOS.: 2013-MED-10-1166**

**2013-MED-10-1348**

**EFFECTIVE:**

**January 1, 2014 through December 31, 2016**

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## AGREEMENT/PURPOSE

**Parties to the Agreement.** This Agreement is 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."

**Savings Clause.** 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. Nothing in this paragraph shall be interpreted as creating any obligation on the part of either party to negotiate with respect to any changes in this Agreement prior to its expiration other than as specifically provided herein.

**Modification of Agreement.** The express provisions of this Agreement may be changed only by mutual agreement between the parties, reduced to writing, dated and signed by the Mayor on behalf of the City, and on behalf of the Union, by the Negotiations Committee.

**Precedence of Agreement.** The terms of this Agreement shall be binding following the approval of the City Council only for the Agreement period and may not be amended or altered by City ordinance or resolution.

**Statement of Purpose.** The intent and purpose of the parties to this Agreement is to provide for an orderly relationship between the City and the Union that serves the best interests of the citizens of Fremont and the public in general, to establish a procedure for the peaceful resolution of grievances and the maintenance of the spirit of the Agreement, to set forth the agreement of the parties with respect to wages, benefits, and working conditions, and to prevent interruptions of work and interference with the efficient operation of the Fremont Police Department.

### ARTICLE 1

#### RECOGNITION, DUES DEDUCTION, AND FAIR SHARE FEE

**Section 1.1. Recognition.** The City recognizes the OPBA as the exclusive representative of the employees included in the bargaining unit described in the State Employment Relations Board's certification of February 12, 1998, in Case No. 97-REP-10-0253, and the Board's certification of February 12, 1998, in Case No. 97-REP-10-0258. For purposes of this Agreement, the bargaining units shall be defined as follows:

Unit A - All full-time Patrol Officers.

Unit B - All Dispatchers and Records Clerks.

Excluded classifications include Chief, Assistant Chiefs, Captains, Sergeants, management level employees, supervisors, confidential employees, any other employees who do not meet the definition of "public employee" within the meaning of Section 4117.01, Ohio Revised Code.

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

**Section 1.2. New or Changed Positions.** In the event of a change in title of a position within the bargaining unit(s), as described in Section 1.1 above, or in the event that a new position is created within the Police Department, the City shall determine whether the new or changed position will be included in or excluded from the bargaining unit(s) and shall so advise the Union. If there is any dispute as to the City's determination of bargaining unit status, the parties will meet to attempt to resolve their disagreement. If the parties agree on the determination, both parties will jointly petition SERB to amend the unit and will include the position in the bargaining unit upon SERB's approval. If the parties still do not agree, the City shall implement its determination, however, either party may petition the State Employment Relations Board for unit clarification or amendment of certification, whichever is appropriate. "Management level employees," "supervisors," "confidential employees," as those terms are defined in Section 4117.01, Ohio Revised Code, shall be excluded, along with any employee holding the rank of Sergeant or above, from any bargaining unit(s) determined under this Section, whether by the City or by agreement of the parties.

**Section 1.3. Dues Deduction.** While this Agreement is in effect, the City will deduct once each month the regular monthly Union dues and assessments from the wages of employees included in the bargaining units who individually and voluntarily authorize and direct such deductions in writing. The authorization and direction shall be revocable by giving the City notice in writing. The Union 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 the section. Such dues and assessments shall be transmitted by the City to the Union, at its Berea headquarters, within the first calendar week after such deductions are made.

**Section 1.4. Fair Share Fee.** All employees in the bargaining units who have been employed at least sixty (60) days and who are not members in good standing of the Union, shall pay a fair share fee to the Union. The amount of the fair share fee shall be certified to the City by the Treasurer of the Union at the same time and in the same manner as the certification of monthly Union 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 units who are not Union 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 Union 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 2** **REPRESENTATION**

**Section 2.1. Union Representation.** The City agrees that no more than two (2) 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 two (2) representatives of the professional staff of the Union and not more than three (3) 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 pre-arbitration steps of the grievance procedure when such discussion are mutually agreed to by the parties;
- C. Discuss training and educational opportunities which may be available to current employees for the purpose of upgrading skills in order to meet the future needs and programs of the City;
- D. Disseminate general information of interest to the parties; and
- E. Give the Union representatives the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members, including alleged inequities in the treatment of Union 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.

Written responses promised by the Safety-Service Director or the Chief or their representative during such meetings to items raised by the Union representatives will be submitted to the Union's top representative who attended such meeting within fourteen (14) calendar days after such meeting, unless the parties mutually agree to a time extension. Should these meetings start before or extend

beyond the Union member's representatives' 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.

**Section 2.4. Copies of Ordinances and Rules and Regulations.** The City agrees to provide the Union with a copy of any ordinance relating to the Police Department which may hereafter be passed by the City Council, and all Police Department rules and regulations which may hereinafter be promulgated.

**Section 2.5. Place For Conducting Representation Activities.** Meetings of the committees of the Union will be permitted on City property when and where work is not interrupted by such meetings and when such meetings are not held during the regularly scheduled duty hours of the participants on the day in question.

**Section 2.6. Conventions.** Not more than one (1) duly elected Union delegate (or his alternate) to the annual Conference of the Union shall be granted time off with pay for up to three (3) days for the purpose of participating in such convention. The Union shall give the City at least one (1) calendar month's written notice of the member who will be attending such function. In addition, not more than one (1) employee Union member who might be elected to the State Executive Board of the Union shall receive time off without loss of pay or other benefits for up to three (3) days per calendar year to attend scheduled meetings of the Union's Executive Board. Also, the Union will receive up to two (2) unpaid days annually to attend other official OPBA functions.

**Section 2.7. Negotiating Time.** The City agrees to allow four (4) employee Union representatives and not more than two (2) professional staff of the Union to serve on the Union Bargaining Committee for time spent in actual negotiations with the City to renegotiate this Agreement pursuant to Article 32. Where such meetings occur during such employee Union representatives' regularly scheduled straight-time hours on the days in question, they shall be attended without loss of pay or benefits. No more than two (2) employee representatives will be in pay status at any one time, unless by mutual agreement. When a member of the Union Bargaining Committee is on the midnight shift, he will be permitted an eight (8) hour sleep period before reporting back to duty after a negotiations

session with no loss of pay. The Union will notify the City of the names and normal shift schedules or representatives selected for this purpose at least three (3) calendar weeks prior to the first scheduled negotiation date.

The City's bargaining team will consist of not more than six (6) representatives.

### **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, 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.

**Section 4.2. Right to Establish Work Rules.** The Union recognizes the exclusive right of the City to establish reasonable work rules. Such rules may be established by the Safety-Service Director and/or the Police Department, or through ordinance by the City Council. Except in the case of an emergency, new and changed work rules shall be posted for a period of five (5) working days before the effective date of their implementation. During this five (5) working day period, the Union shall

have the right, orally or in writing, to present its comments or objections, if any, to the new or changed work rules. For the purposes of this Section, the term “working days” shall mean Monday through Friday, exclusive of holidays. The five (5) working day posting requirement does not limit the right of the Employer to implement a work rule prior to the conclusion of the five (5) working day period in case of emergency implementation or to comply with law.

**Section 4.3. Right to Determine Work Schedules.** The City shall have the right to determine schedules of work and to establish the methods and processes by which such work is performed. The City shall notify the Union, in advance of implementation, of any changes in the departmental shift schedule of the Fremont Police Department.

**Section 4.4. Right to Schedule Overtime.** The City has the right to schedule overtime work as required in a manner most advantageous to the City and consistent with the requirements of municipal employment and the public interest and the existing Agreement.

**Section 4.5. Incidental Duties.** It is understood by both parties that every incidental duty and responsibility connected with a position is not always specifically enumerated in a job description. Nevertheless, it is intended that other police-related duties shall be performed by the employee as required.

**Section 4.6. Discharge and Discipline.** The City reserves the right to discipline or discharge for just cause. The City reserves the right to lay off for lack of work or funds.

## **ARTICLE 5**

### **NO STRIKE/NO LOCKOUT**

**Section 5.1.** Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, including resolution by an impartial third party, the City and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Fremont. Therefore:

- A. The Union agrees that neither it, its officers, agents, representatives, or any employees covered by this Agreement will authorize, instigate, cause, aid, condone, or participate in any strike or work stoppage for the duration of this Agreement. When the City notifies the Union by telephone, verified by certified mail, that any employee covered by this Agreement is engaged in any strike activity, the Union shall immediately order such employee to return to work. If the Union notifies striking employees that they are required to return to work and they refuse, then they become subject to the provisions of Section 4117.01, et seq. of the Ohio Revised Code. Upon the Union’s fulfillment of this requirement the City shall hold the Union harmless from any liability for violating this Section, provided the Union has not authorized, instigated, caused, aided, condoned, or participated in any strike or work stoppage prohibited by this Article.

- B. The City agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of members of the Union as a result of a labor dispute with the Union.

**ARTICLE 6**  
**WAGES AND BENEFITS**

**Section 6.1. Wages.** Effective January 1, 2014, employees covered by this Agreement who are employed by the City on the date this Agreement is ratified by both parties, shall be paid in accordance with the following hourly rate schedule: (2.0% general increase)

**Patrol Officer Classification**

<b><u>Longevity Steps</u></b>	<b><u>Hourly Rate</u></b>
Beginning rate	\$19.78
After one (1) year	\$21.09
After two (2) years	\$22.39
After three (3) years	\$23.68
After four (4) years	\$24.96
After five (5) years	\$26.34
After ten (10) years	\$26.85
After fifteen (15) years	\$27.10
After twenty (20) years	\$27.35

**Dispatcher and Records Clerk**

<b><u>Longevity Steps</u></b>	<b><u>Hourly Rate</u></b>
Beginning rate	\$18.55
After one (1) year	\$18.95
After four (4) years	\$19.81
After seven (7) years	\$20.74
After ten (10) years	\$21.15

Effective January 1, 2015, employees covered by this Agreement shall be paid in accordance with the following hourly rate schedule: (2.0% general increase)

**Patrol Officer Classification**

<b><u>Longevity Steps</u></b>	<b><u>Hourly Rate</u></b>
Beginning rate	\$20.17
After one (1) year	\$21.51

After two (2) years	\$22.84
After three (3) years	\$24.15
After four (4) years	\$25.46
After five (5) years	\$26.87
After ten (10) years	\$27.39
After fifteen (15) years	\$27.64
After twenty (20) years	\$27.90

**Dispatcher and Records Clerk**

<b><u>Longevity Steps</u></b>	<b><u>Hourly Rate</u></b>
Beginning rate	\$18.92
After one (1) year	\$19.33
After four (4) years	\$20.21
After seven (7) years	\$21.15
After ten (10) years	\$21.57

Effective January 1, 2016, employees covered by this Agreement shall be paid in accordance with the following hourly rate schedule: (2.0% general increase)

**Patrol Officer Classification**

<b><u>Longevity Steps</u></b>	<b><u>Hourly Rate</u></b>
Beginning rate	\$20.57
After one (1) year	\$21.94
After two (2) years	\$23.30
After three (3) years	\$24.63
After four (4) years	\$25.97
After five (5) years	\$27.41
After ten (10) years	\$27.94
After fifteen (15) years	\$28.19
After twenty (20) years	\$28.46

**Dispatcher and Records Clerk**

<b><u>Longevity Steps</u></b>	<b><u>Hourly Rate</u></b>
Beginning rate	\$19.30
After one (1) year	\$19.72
After four (4) years	\$20.61
After seven (7) years	\$21.57
After ten (10) years	\$22.00

Where a new hire demonstrates outstanding qualifications or experience, the Chief of Police may assign the new employee to a step higher than the beginning rate. In no case, however, shall the step assigned to a new employee be higher than the five (5) year step.

**Section 6.2. Meal Allowance.** The City will reimburse employees 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, employees will receive a meal allowance at four (4) hour intervals. In the case of call-ins for emergency work (Section 7.6), meals will be reimbursed after the fourth (4th) hour and at four (4) hour intervals thereafter. Employees 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 allowances shall be paid through regular payroll and shall be paid once monthly.

**Section 6.3. Acting Watch Commander Pay.** In the event that both the Captain and the Sergeant regularly assigned to a shift are absent for two (2) or more hours of the shift, and neither is replaced temporarily for any part of the shift by a Captain or Sergeant from another shift, the Patrol Officer required to be in charge of the shift as a result thereof shall receive Acting Watch Commander pay equivalent to the difference between his regular straight-time hourly rate and the regular straight-time hourly rate of a Sergeant that is closest in years of service to the Patrol Officer serving as Acting Watch Commander, to be paid for all hours that the Patrol Officer serves as Acting Watch Commander on the shift.

For purposes of determining the patrol officer's regular straight-time hourly rate on the shift on a day considered a holiday under Section 11.1, the hourly rate of Sergeant that is closest in years of service to the Patrol Officer serving as Acting Watch Commander will be used for overtime purposes, and the straight-time hourly rate of Sergeant that is closest in years of service to the Patrol Officer serving as Acting Watch Commander will be used for the eight (8) hours of holiday pay.

**Section 6.4. 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 fifty cents (\$.050) per hour in addition to his applicable straight-time rate of pay.

**Section 6.5. 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 employees 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.

**Section 6.6. Additional Pay For Degree Completion.** A bargaining unit employee who receives an Associate Degree in law enforcement or criminal justice, or a related field relevant to the work of the Department shall receive an additional payment of two hundred fifty dollars (\$250.00) per year. For those who hold a Bachelors Degree in one of these fields the added annual payment will be five hundred dollars (\$500.00). An employee obtaining both an Associates and a Bachelors Degree shall only be entitled to the five hundred dollars (\$500.00). Upon application, a certified copy of a transcript shall be provided in order to obtain benefits under this Section. The added payment will be made by June 15 of each calendar year and will be made in a separate check.

**Section 6.7. Pension Pickup Plan.** The City shall designate each bargaining unit employee's mandatory contribution to the State of Ohio Police and Fire Pension Fund or the Ohio Public Employees Retirement System (PERS), whichever applicable, 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, the Police and Fire Pension Fund, or PERS change, making this procedure unworkable, the City and the OPBA agree to return to the former method of employee/Employer contributions.

**Section 6.8. Field Training.** Patrol Officers who are assigned by the Chief or his designee to perform field training of new hire probationary employees shall receive an additional one dollar (\$1.00) per hour for all time performing field training of another employee. Substitute field training officers will only be compensated for field training activities if so assigned for at least an eight (8) hour shift. Bargaining unit "B" employees who are assigned by the Chief or designee to perform field training of a new hire probationary employee shall receive seventy-five cents (\$0.75) per hour for all time performing field training of another employee.

**Section 6.9.** The person assigned as TAC Officer shall receive an annual stipend of \$250.00. to be paid in the first pay in January of each year of this Agreement.

**Section 6.10.** 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 7**

### **HOURS OF WORK AND OVERTIME**

**Section 7.1. 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.

**Section 7.2. 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. Forty (40) hours of work per week shall constitute a normal workweek within a tour of duty of seven (7) to twenty-eight (28) consecutive days, as established by the Chief of Police.

**Section 7.3. Basis For Calculating Overtime.** For employees in the classification of Patrol Officer, Dispatcher, and Records Clerk, an employee shall be paid at one and one-half (1 ½) time 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 Patrol Officer, Dispatcher, or Records Clerk classifications shall be paid at two (2) times his regular hourly rate of pay, provided he has also worked more than two (2) hours contiguous to his regular shift assignment or any non-contiguous hours on the first day that he is not scheduled to work and the five (5) scheduled workdays in his workweek. For purposes of this section, contiguous hours shall be defined as the two (2) abutting hours subsequent to or prior to the employee's regular shift assignment. If the employee has not worked on the first day or has only worked two (2) or less hours contiguous to his regular shift assignment, as defined above, he or she shall receive one and one-half (1 ½) times the regular hourly rate of pay for the hours worked on the second day.

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 7.4. 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 employee for the same hours under any provision of this Agreement.

**Section 7.5. Changes in Work Schedule.** An employee's work schedule is defined as the employee's regular shift assignment. Changes in an employee's work schedule may be made to meet

the operational needs of the City, but such changes shall not be made arbitrarily. Where the City changes an employee's work schedule, the City shall provide the affected employee and the Union with a minimum of five (5) calendar days' written notice unless the work schedule change is necessitated by emergency situations. Schedule changes of less than three (3) days shall not be made solely for the purpose of avoiding premium pay.

**Section 7.6. Call-Back Pay.** An employee 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 the employee's regularly-scheduled straight-time hours on the day in question. An employee 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 hour of work on the day in question shall receive a minimum of four (4) hours' pay at his applicable hourly rate of pay. Training, 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 7.7. Reporting Pay.** An employee 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 said employee.

**Section 7.8. Court Pay.** An officer 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 by 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 7.9. Standby Pay.** Standby pay is defined as payment for an assignment which requires an employee to be immediately available on a continuous basis during his normal off-duty hours. An employee 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. Employees 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 employee is not scheduled to work.

**Section 7.10. 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.

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.

**Section 7.11. 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 who have not successfully completed the Field Officer Program 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.

## **ARTICLE 8**

### **ROTATION OF OVERTIME OPPORTUNITIES**

#### **Section 8.1. Overtime Opportunities.**

##### **Unit B — Dispatchers and Records Clerk:**

1. When a scheduled overtime opportunity exists in Unit B, the overtime will be offered as follows.
2. Where the overtime opportunity exists in Dispatch, the overtime will be first offered to all dispatchers who are not scheduled for that shift. If refused, it will then be offered to other persons in Unit B of the bargaining unit that are next up for overtime according to the overtime roster maintained by shift commanders. If all Unit B employees turn down the overtime, members of Unit A on the shift will be offered the overtime opportunity. The offer is then made to Unit A employees from the adjoining shifts that are next up for overtime.
3. If these units refuse offered overtime, then Unit B employees, if available, will be required to work the overtime. If Unit B employees are not available, a member of the Unit A may be required to work the overtime.

4. Where the overtime opportunity exists in Records, the overtime will be offered to all other Unit B employees before part-time employees are utilized to fill the shift. Nothing in this Section prohibits supervisory or Unit A employees from performing work of a de minimis nature during the absence of the Records Clerk.
5. If an unscheduled dispatching overtime opportunity arises, dispatchers will first be offered the overtime opportunity when practical. The overtime will then be offered to the Records Clerk. If Unit B employees are unavailable, then a member of Unit A, according to overtime rotation may work the unscheduled overtime. Unscheduled overtime opportunities in the Records Clerk position will not be filled with part-time employees, until such overtime has been offered and refused by all Unit B employees.
6. It should be understood that an overtime opportunity will not occur if there are qualified officers working the affected shift that can function as a dispatcher and the shift will not fall below the minimum shift requirements.

**Unit A — Patrol Officers:**

1. For scheduled overtime opportunities, overtime will be offered to the Unit A officers on the shift according to overtime rotation schedule maintained by the Shift Commander. If Unit A employees on the shift refuse the overtime opportunity, it may then be offered to any other Unit A employee.
2. If the process in 1 above does not yield a satisfactory number of employees to work overtime, then officers in Unit A from the shift which the overtime is needed are then required to work the scheduled overtime by seniority of hire, least senior employees first.
3. For unscheduled overtime, when practical, Unit A officers from the effected shift will first be offered the overtime opportunity by checking the list of overtime rotation then all other Unit A employees will be offered the opportunity, when practical. If Unit A employees of the effected shift refuse, then the least senior employees from the affected or the adjoining shifts may be required to fill the overtime opportunity.

**Section 8.2. Errors in Distribution.** 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 8.3. Refusals of Overtime Opportunities.** Any refusal of overtime opportunities, to be credited on the roster, must be by direct personal communication between the employee to be so charged or his spouse, and the supervisor or officer on duty responsible for making such offer.

**ARTICLE 9**  
**GRIEVANCE PROCEDURE**

**Section 9.1. Definition of Grievance.** The word “grievance” as used in this Agreement refers to a claim by an employee covered by this Agreement that the City has violated a specific provision of this Agreement.

**Section 9.2. Who May File.** A grievance, under this procedure, may be brought by any employee covered by this Agreement. Where a group of employees desire to file a grievance involving a situation affecting each member in the same manner, one (1) member selected by such group will process the grievance.

**Section 9.3. Officer Representatives.** The Union will designate not more than one (1) officer representative per shift and one (1) additional representative from among the employees in the classifications of Dispatcher and Records Clerk, plus one (1) office coordinator (chief steward). Officer representatives shall be paid at the applicable rate when called in from off-duty to act as officer representatives as provided in this Agreement. Each officer representative shall also be granted upon request at least one (1) day of paid leave per Agreement year for the purpose of training in the development of skills in the handling of labor-management relations with the City.

The Union shall notify the City in writing of the names of the representatives and their respective jurisdictional shifts within thirty (30) days after the representatives are appointed. Any changes thereafter will be forwarded to the City by the Union as soon as the changes are made.

**Section 9.4. Right to Representation.** When an employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate Union grievance representative will be notified of his right to be present at the adjustment.

In order for a grievance to be considered at any Step of the Grievance Procedure set forth in Section 9.7 below, the employee/grievant must be present at any and all meetings conducted at that Step.

**Section 9.5. Informal Resolution.** Employees will always first attempt to resolve a grievance informally with their immediate supervisor at the time the incidents which led to the grievance occur or are first known by the employee.

**Section 9.6. Consultation With Officer Representatives.** An employee may be given a reasonable time to consult with his appropriate representative during working hours relative to a grievance matter after first notifying and receiving permission from his immediate supervisor, which permission will not be unreasonably withheld. The employee need not reveal to his supervisor the nature of the potential grievance matter. When permission is granted, the employee’s supervisor will arrange for a meeting to take place as soon as possible between the employee and his appropriate representative. In a group grievance, discussed in Section 9.2 above, only one (1) of the grievants plus the representatives shall be in pay status during the processing of the grievance in accordance with the provisions of this Article.

**Section 9.7. Steps in Grievance Procedure.** The following are the implementation steps and procedures for handling of employees' grievances:

**A. Preliminary Step:**

An employee having a grievance will first attempt to resolve it informally with his immediate supervisor or Shift Commander at the time the incident giving rise to the grievance occurs. If the employee is not satisfied with the response from his immediate supervisor or the Shift Commander at this Step, he may pursue the formal steps which follow.

**B. Step One — Chief or Designee:**

1. An employee having a grievance shall present it in writing to the Chief of Police or designee within ten (10) working days after the event or circumstance giving rise to the grievance. The Chief or designee shall date all copies of the grievance to reflect date of receipt.
2. Within five (5) working days following the employee's request for a meeting, the Chief or designee will meet with the grievant to discuss the grievance, unless such discussion must be postponed to a mutually agreed-upon time. At this discussion, the grievant may be accompanied by the appropriate representative.
3. At the conclusion of this discussion, the Chief or designee will respond to the grievant and the Union representative, if any, in writing within five (5) working days after this meeting.

**C. Step Two — Safety-Service Director:**

1. Should the grievant not be satisfied with the answer he received in Step One, within five (5) working days after his receipt thereof, he may carry the grievance in an original and one (1) copy to the Safety-Service Director. The Safety-Service Director shall date-stamp all copies of the grievance to reflect date of receipt.
2. The grievance at this Step shall be submitted to the Safety-Service Director in writing, using the form required pursuant to Section 9.10.
3. Within five (5) working days following the employee's request for a meeting, the Safety-Service Director will meet with the grievant to discuss the grievance, unless such discussion must be postponed to a mutually agreed-upon time. The grievant may choose to have the representative accompany him to the meeting at this Step.

4. At the conclusion of the meeting, the Safety-Service Director will respond to the grievant and the Union representative, if any, in writing within ten (10) working days after this meeting.

D. **Step Three — Arbitration:**

The decision as to whether any grievance will be pursued to arbitration shall be in the sole discretion of the OPBA. Within ten (10) calendar days from the date of the Safety-Service Director's Answer at Step 2, the OPBA Staff Representative shall notify the Employer in writing of its intent to seek arbitration over the unresolved grievance where the grievance involves the interpretation or application of the specific provisions of this Agreement and is, therefore, arbitrable.

**Section 9.8. Time Limits.** No grievance shall be entertained or processed unless it is submitted within ten (10) working days after the first occurrence of the event giving rise to the grievance. 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 thereof, 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 and the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next step in accordance with the procedure set forth in this Article. Any time limit set forth in this Article may be extended by mutual agreement in writing.

**Section 9.9. Attendance at Grievance Meetings.** In each step of the Grievance Procedure outlined in Section 9.7 above, certain specific Union representatives are given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these will be the only Union representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible step of the Grievance Procedure it may be beneficial to have other Union representatives not specifically designated in attendance. Therefore, it is intended that the Union may bring in additional representatives to any meeting in the Grievance Procedure, but only upon advance mutual agreement among the parties specifically designated to participate at that step.

**Section 9.10. Grievance Form.** The City and the Union shall develop jointly a grievance form. Such forms will be supplied by the Union. The form is to be prepared in an original and four (4) copies. Copies of the completed form, including the action taken, will be distributed as provided in Section 9.7 above.

The jointly developed grievance form will be made readily available to all employees covered by this Agreement.

The appropriate officer of the Union will assign a consecutive number to each grievance and will maintain a log book available upon request to the City to account for each number assigned.

**Section 9.11. Definition of Working Days.** For the purpose of counting time, “working days” as used in this Article will not include Saturdays, Sundays, or holidays, scheduled days off and paid leaves.

**Section 9.12. Presence of Representative.** An employee with a grievance who chooses that his representative attend meetings or discussions, may do so at each step of the grievance procedure during regularly assigned working hours without loss of pay or time to the representative provided:

- A. An “emergency situation” does not exist requiring their presence at their assigned work stations; and
- B. Arrangements have been made and approved by their supervisor to have their assigned work area properly “covered” during their absence. It is expected that the privilege will not be abused and that approval will not be unreasonably withheld.

## **ARTICLE 10** **ARBITRATION**

**Section 10.1. Selection of Arbitrator.** Within fifteen (15) working days following a decision by the Union to appeal a grievance to arbitration, a designated representative of the City and a designated representative of the Union will consult and attempt to select an impartial arbitrator by mutual agreement. In the event these representatives cannot reach agreement on an arbitrator, by joint letter the parties will request the Federal Mediation and Conciliation Service to submit a panel of fifteen (15) arbitrators (Ohio arbitrators who are domiciled in Ohio and are members of the National Academy of Arbitrators) from which the City and the Union representatives shall select one (1) by mutual agreement. Each party has the right to reject one (1) panel in its entirety. If agreement cannot be reached as to one (1) mutually acceptable arbitrator from the panel, the representatives of the parties shall alternately strike names from the list with the party who requested arbitration striking first. The person whose name remains shall be the arbitrator and he shall be jointly notified by the parties of his selection.

**Section 10.2.** 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 10.3. Authority of Arbitrator.** The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the timelines or provision of this Agreement. He shall only consider and make an award with respect to the specific issue submitted to him in writing by the City and the Union, and shall have no authority to make an award on any other issue not so submitted to him, provided that more than one (1) grievance may be submitted to the same arbitrator if both parties mutually agree in writing. In the event the arbitrator finds a violation of the terms of this Agreement, he shall be empowered to fashion an appropriate remedy. The arbitrator shall be without power to

make an award contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. No liability shall accrue against the City for a date prior to the event or circumstance giving rise to the grievance, provided that such event or circumstance is within ten (10) working days, plus any written extension of such time period, of the date the grievance was presented in writing. The arbitrator shall submit in writing his decision 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, and shall forward such decision to the Safety-Service Director and to the Columbus office of the Union's labor counsel. The decision shall be based solely upon the arbitrator's 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 final and binding on the OPBA, the grievant(s), and the Employer.

**Section 10.4. Cost of Arbitration.** The costs of the services of the Federal Mediation and Conciliation Service in providing a panel or panels, the cost 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 witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript. 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 on the day of the hearing.

## **ARTICLE 11** **HOLIDAYS**

**Section 11.1. Holidays.** The following days shall be considered paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington-Lincoln Day	Veterans Day
Good Friday (4 hours) (beginning in 1999)	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Employee's Birthday
	Other Holidays Established 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 11.2. Holiday Pay Eligibility.** In order to be eligible for holiday pay, an employee must work his full scheduled working day immediately preceding and immediately following the holiday, unless the employee is absent by reason of bonafide 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 11.3. Holiday Pay.** Employees who work on any of the days on which the above holidays are observed 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. Employees 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. Employees 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 with the prior approval of the Police Chief or his designee. Holiday pay for eligible employees shall be distributed as follows: Holiday pay for Thanksgiving and Christmas holidays 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. Employees who are not scheduled to work on a holiday, who work overtime, will receive twice their hourly rate for all hours worked and an additional eight (8) hours pay at their straight time hourly rate of pay.

**Section 11.4. Emergency Personal Time.** Each non-probationary 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 1<sup>st</sup> 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 non-probationary bargaining unit employee will also be permitted to utilize sixteen (16) hours of Attendance Time earned under the provisions of Section 13.9 to use as emergency personal time during the calendar year in accordance with the provisions of this section. No more than one (1) employee per bargaining unit per shift may utilize emergency personal time that creates an overtime situation.

## **ARTICLE 12** **VACATION**

**Section 12.1. Amount of Vacation.** Bargaining unit employees covered by this Agreement shall be entitled to vacation in accordance with the following schedule:

<b><u>Years of Continuous Service</u></b>	<b><u>Vacation Time Off</u></b>
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)  
At least eighteen (18)

20 days  
25 days

**Section 12.2. Vacation Eligibility.** In order to be eligible for vacation pay, an employee 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 12.3. Vacation Pay in Lieu of Time Off and Vacation Accumulation.** Although employees are encouraged to take their annual vacation, in the event that an employee, 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.

Five (5) days vacation time off may be deferred and accumulated by an employee, provided that such deferred vacation time may be taken prior to July 1st the following year. Vacation pay for such deferred vacation time shall be at the rate applicable to the year in which the vacation would have been taken but for the deferral. If an employee who defers five (5) days vacation time off and then due to hardship is not able to take this vacation time off, with the approval of the Police Chief, will be paid such vacation pay. In such case, vacation pay for the five (5) days shall be paid the week July 1st falls.

**Section 12.4. Vacation Scheduling.** Vacation scheduling shall be arranged with the prior approval of the Chief of Police or his designee. Insofar as practicable, vacation time off shall be granted at the times most desired by each employee, with the order of preference being determined on the basis of seniority by rank. Regularly scheduled vacation shall take precedence over deferred vacation. Vacation may be taken in increments of no more than twenty (20) consecutive days at a time and no less than one (1) day at a time. An employee who takes a vacation increment of five (5) days or more 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.

**Vacation Scheduling for Unit B Employees.** Vacation for Unit B employees will be taken in accordance with General Operating Procedures Section 4.6. Unit B employees may take vacation in increments of no more than 24 consecutive days at a time and no less than four (4) hours at a time.

**Section 12.5. Vacation Pay.** For each day of vacation for which an employee is eligible pursuant to this Article, the employee shall receive vacation pay in an amount equal to the employee's straight-time hourly rate of pay times eight (8) hours.

**Section 12.6. Vacation Pay Upon Separation or Death.** An employee 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 an employee, any vacation pay to which

the employee would have been entitled shall be paid to the employee's designated beneficiary, or to the employee's estate.

### **ARTICLE 13** **SICK LEAVE**

**Section 13.1. Sick Leave Accrual.** All employees 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. Employees 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 13.2. Use of Sick Leave.** An employee 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 employee's family requiring the employee'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 employee's spouse;
- C. Enforced quarantine of the employee in accordance with community health regulations.

**Section 13.3. Sick Leave Verification.** Before the start of his shift, an employee on sick leave shall inform his immediate supervisor or the supervisor on duty of the fact, except in the case of provable inability to make a telephone call. Procedures governing employee requests for sick leave, including requirements for advance notice to supervision, shall be specified in Police Department rules and regulations.

Except in cases of suspected abuse, an employee will not be routinely required to furnish, upon returning to duty, a physician's certificate evidencing that the absence was for one of the reasons set forth in Section 13.2 above, for absences of three (3) consecutive days or less, although he may be required to furnish such a certificate following an absence in excess of three (3) consecutive duty days. Employees shall be required in all cases to furnish a written, signed statement to justify the use of sick leave.

**Section 13.4. Abuse of Sick Leave.** In the event that an employee is suspected of abusing sick leave, the City may require the employee to justify his use of sick leave by obtaining a physician's certificate, at City expense, from a physician designated by the City. In addition, or in the alternative, the City may require the employee to provide a physician's certificate from the employee's own doctor and at his own expense, for any or all future absences for which sick leave is claimed within a period of six (6) consecutive months.

Grounds for suspicion of abuse shall include, but not be limited to, information received by the City that the employee is, or was, during any day for which sick leave is claimed:

- (1) Engaged in other employment;
- (2) Engaging in activity or present in a place inconsistent with a claim of illness or injury.

Excess use of sick leave and repeated instances of inadequate notice to supervision requesting the use of sick leave shall also be grounds for suspected abuse of sick leave. Actual abuse of sick leave (including, but not limited to, unjustified use of sick leave and unjustified failure to give adequate notice to the City of the use of sick leave) or falsification of either a written, signed statement by the employee or a physician's certificate shall subject an employee to disciplinary action, up to and including discharge.

Any employee who is suspected of abusing sick leave shall be confronted with such suspicion by his supervisor and given an opportunity to explain his use of sick leave prior to being required to produce a physician's certificate for future absences as set forth above. If unsatisfied with the supervisor's decision concerning suspected abuse of sick leave, the employee may appeal this decision through the chain of command to the Safety-Service Director.

**Section 13.5. 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. Employees who after reporting for work are then sent home on sick leave shall be charged for actual hours absent.

**Section 13.6. Sick Leave Credit on Return to Service.** An employee who is laid off or on unpaid disability leave will, upon reinstatement to service, be credited for any unused sick leave existing at the time of his layoff or leave.

**Section 13.7. Sick Leave Credit Upon Transfer.** Upon transfer from one division or department to another, unused sick leave days shall continue to be available for the transferred employee's use.

**Section 13.8. Pay For Accumulated Sick Leave.** A patrol officer who retires from the Department under the Ohio Police and Firefighter Pension Fund or a Dispatcher or Records Clerk who retires under the Public Employee Retirement System (PERS), and has at least ten (10) years of continuous service shall be eligible for liquidated sick pay equal to forty-two percent (42%) of accumulated sick leave hours, up to a maximum of twelve hundred hours. Such liquidated sick pay shall also be paid to the surviving spouse of an employee 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 five hundred (500) hours at the employee'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 13.9. Attendance Time.** An employee 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:

<b><u>No. of Sick Leave Days Used, Including Family and Medical Leave Days, During Preceding Calendar Year*</u></b>	<b><u>Additional Days Off</u></b>
0	5
1	4
2	3
3	2
4	1

The provisions of Section 12.4 (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 employee'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 employee 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.

Deferred vacation and CRS days shall be used before current year vacation or CRS.

**Section 13.10. Disability Separation.** In the event an employee becomes unable to perform the essential functions of his/her position, with or without reasonable accommodation, as 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 14**  
**INJURY LEAVE**

**Section 14.1.** 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 Worker's 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 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 15**  
**FAMILY AND MEDICAL LEAVE**

**Section 15.1.** 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.

**ARTICLE 16**  
**INSURANCE**

**Section 16.1. 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 16.2. Insurance — General Provisions.**

- A. With respect to all insurance coverage provided to employees, 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 employee (or his beneficiary) and the insurance carrier(s) or the processor of claims shall not be subject to the grievance procedure provided for in any collective bargaining agreement between the City and the Union. The City will, however, designate representatives who will be available for consultation with claimant employees (or with a designated benefits claim representative of the Union), 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 Union; nor shall such failure be considered a breach by the City or the Union 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, Union, employee, or beneficiary of any employee. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder.

**Section 16.3. Non-Duplication of Benefits.**

- A. In the event any employee 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 16.4. 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 16.5. Vehicle and Professional Liability Coverage.** The City will continue to provide vehicle and professional liability insurance coverage to employees so long as such coverage is reasonably available. The current policy provides for a single limit of liability in the amount of \$1,000,000.00 per occurrence for liability arising out of false arrest, assault and battery, false imprisonment or detention, malicious prosecution, libel or slander, wrongful entry or eviction or other invasion of the right of private occupancy and wrongful death arising out of the performance and duties of law enforcement officers. Coverage for work performed for other employers (“moonlighting coverage”) is provided so long as the employee is working at assignments obtained through the Police Department, is wearing his police uniform, and possesses the usual police powers. Legal representation for officers shall be provided to the extent and as specified by the City’s insurance policy(s).

The current City vehicle insurance policy provides for coverage for bodily injury and property damage of up to \$1,000,000.00 per occurrence. Such policy also provides other coverages (as for hired automobiles, non-ownership liability, comprehensive, specified perils, and radios) as specified in that policy.

The terms of the City’s vehicle and professional liability policies shall govern in the event of any conflict between the provisions of the policies themselves and the descriptions of the coverages provided herein.

The City will advise the Union 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 16.6. 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 \$25,000 for each employee covered by this Agreement.

**Section 16.7. Section 125 Plan.** The Employer will establish a Section 125 Plan for employee insurance contributions as soon as practical subject to legal requirements.

**Section 16.8. 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 17**

### **UNIFORM ALLOWANCE**

**Section 17.1.** Upon beginning his employment with the City, a newly-hired employee shall receive, or be reimbursed for, an initial issue of uniforms and equipment necessary to perform the job for

which he was hired. A newly hired employee will receive a prorated annual allowance effective the next calendar year.

An employee in the classification of Patrol Officer 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, and annually thereafter, 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 or his designee for wear or use by police officers. An employee in the classifications of Dispatcher and Records Clerk 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, and annually thereafter, up to a maximum annual allowance of six hundred twenty-five dollars (\$625.00) for the purchase and/or maintenance of items of uniform and equipment authorized by the Chief of Police or his designee for wear or use by employees.

**Section 17.2.** Any new item of equipment or clothing ordered by the Chief of Police shall be initially provided to the employee by the Employer, except changes resulting from mutual agreement between the City and the OPBA. 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.

**Section 17.3.** The City shall pay for the repair or replacement of any personal property of the employee required for the employee's duty assignment that becomes damaged or destroyed in the line of duty up to \$150 per property item. This section shall not include the employee's personal cell phone.

## **ARTICLE 18**

### **BEREAVEMENT LEAVE**

**Section 18.1. Bereavement Leave.** Paid leave for death in the immediate family shall be up to four (4) days per occurrence, except where the employee is on other paid leave status, provided that the employee attends the funeral. Actual time off granted under this Section may vary (up to the four [4] days maximum) depending upon the employee's regular days off and the distance to be traveled to attend the funeral. Proof of death, the relationship of the deceased, and the employee's attendance at the funeral 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- or 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 18.2. 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

or to accrued compensatory time. 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 19**  
**MILITARY LEAVE**

**Section 19.1.** Military leave and pay shall be in accordance with Ohio Revised Code 5923.05.

**ARTICLE 20**  
**BULLETIN BOARD**

**Section 20.1. Location and Use.** The City shall provide a locked bulletin board in the facility for the exclusive use of the Union. The keys to such board shall be provided to the top Union official, who shall be responsible for posting and/or approving the posting of notices thereon which employees may read when reporting to or leaving their work stations, or during their free time. The minimum size of the bulletin board shall be two (2) feet by four (4) feet.

**Section 20.2. Contents of Notices.** The Union agrees that no notices will be placed on the bulletin board which contain:

- A. Personal attacks upon any City employee;
- B. Scandalous, scurrilous, or derogatory attacks upon the Administration;
- C. Attacks on any other employee organizations; and
- D. Attacks on and/or favorable politically-oriented comments regarding a candidate for public or Union office.

**ARTICLE 21**  
**CORRECTIVE ACTION AND PERSONNEL FILES**

**Section 21.1. Corrective Action.** An employee shall not be reduced in pay, or position, suspended, discharged, or removed, nor shall the City take any form of corrective action against any employee except for just cause.

In the case of disciplinary action involving oral or written reprimands or disciplinary suspension of five (5) days or less, the principle of progressive discipline will be followed wherever applicable or appropriate. The progressive steps of discipline are:

- 1. One (1) or more verbal warnings or reprimands.
- 2. One (1) or more written reprimands.

3. One (1) or more suspensions of one day or more.
4. Removal.

It is understood that the amount or nature of the discipline to be administered in each case will depend upon the nature of the infraction and the particular circumstances under which it was committed.

The Employer will promptly investigate offenses as it becomes aware of such offenses, and will not permit undue delay in the administration of disciplinary action. Discipline involving a written reprimand or less will be administered within three (3) months of the time the Employer becomes aware of the offense.

The provisions of this Article do not apply to a newly hired probationary employee who may be disciplined or terminated any time during his probationary period and have no appeal over such removal to the grievance procedure contained herein or to the Civil Service Commission.

**Section 21.2. Inspection of Personnel Files.** An employee shall be permitted to inspect his own personnel file at reasonable times and upon making arrangements with the Chief of Police. If he wishes to file a written statement with respect to any information contained therein, he may do so and said statement shall remain a part of the employee's personnel file so long as the information he is responding to remains a part of that file.

**Section 21.3. Procedure For Placing Materials in Personnel Files.** An employee will generally be given an opportunity to read and initial any notes or memoranda, including written reprimands and suspension notices, before placement in the employee's personnel file. An employee's initials on a document shall mean only that he has seen the document and not necessarily that he agrees with its contents. If the employee refuses to sign or initial a document, the supervisor shall attach a notation to the document that the employee has seen the document but has refused to sign or initial it.

**Section 21.4. Obsolescence of Materials.** A 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 or 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.

Those records specifically designated by law to be confidential shall not be made available to the general public except by court order, subpoena or by written permission of the employee.

**Section 21.5. News Releases.** Whenever an employee is involved in an incident or investigation in which disciplinary action may be taken against that employee the City and/or its representatives shall

not release the name of the employee involved to any form of the news media. The City shall withhold the name of the employee being investigated until such time as departmental charges have been filed against the employee.

**Section 21.6.** An employee shall be encouraged to participate in an outpatient program for the purpose of undergoing treatment pursuant to an approved program of substance abuse or psychological assistance.

**Section 21.7.** 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 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 21.8.** Any member of the bargaining unit who requests Union representation will be permitted Union representation at all disciplinary interviews, interrogations, and/or hearings.

All complaints against bargaining unit members which are referred by the Chief or his designee for a formal internal investigation must be reduced to writing and signed by either the complainant or the supervisor or other person that receives the oral complaint. The person against whom the complaint is submitted will be provided with a copy of the written complaint, immediately, upon request.

## **ARTICLE 22**

### **APPLICATION AND INTERPRETATION OF WORK RULES, POLICIES, AND DIRECTIVES**

**Section 22.1. 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 while at work and the conduct of the City's services and programs.

**Section 22.2. 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 22.3. 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 22.4. 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 22.5. 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 read it, and not that the employee necessarily agreed with it.

**Section 22.6. 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 22.7. 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 22.8.** 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 32, Duration and Renewal, 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 23**

### **PROBATIONARY PERIOD**

**Section 23.1. Probationary Period — Unit A.** Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) calendar year unless the employee has not completed basic training when employed in which case the one (1) calendar year probationary period will begin on first day after the employee completes basic training and becomes certified. In this case, the maximum period for the employee's probationary period will be eighteen (18) months. A newly hired probationary employee may be terminated or disciplined any time during his probationary period and shall have no appeal over such removal.

**Section 23.2. Probationary Period — Unit B.** Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of six (6) months. A newly hired probationary employee may be terminated or disciplined any time during his probationary period and shall have no appeal over such removal.

## **ARTICLE 24**

### **LAYOFF AND RECALL**

**Section 24.1.** 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 24.2.** 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.

**Section 24.3.** 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 24.4.** 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 24.5.** 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 24.6.** The parties recognize that if a Captain or Sergeant is laid off, and is therefore demoted to the next lower rank, the employee with the least seniority in the next lower rank shall be laid off.

**Section 24.7.** 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 25**

### **PHYSICAL FITNESS EVALUATION**

**Section 25.1.** The Employer and the Union 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 25.2.** The Employer's "Health and Physical Fitness Evaluation Policy," shall be the program by which overall wellness will be maintained. This policy will apply to Unit A employees only.

**Section 25.3.** A joint committee consisting of two (2) Bargaining Unit A 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 25.4.** The City will provide each bargaining unit employee with the equivalent of a single annual pass to the Fremont Recreation Center.

## **ARTICLE 26**

### **HEALTH AND SAFETY**

**Section 26.1. Health and Safety Committee.** A Union Health and Safety Committee shall be established consisting of not more than three (3) representatives. The Committee will be responsible for reviewing current health and safety conditions and reporting said unsafe conditions to the Chief of Police, or his designee. The Committee will prepare a report in writing to the Chief of Police and receive a written response within ten (10) working days. If the response from the Chief, or his designee, is deemed unsatisfactory by the Committee, the Committee shall submit a report of unresolved safety issues to the Safety-Service Director, who shall respond in writing within ten (10) working days outlining the corrective action he will take.

**Section 26.2. Employee Representatives.** Employee representatives to the Committee who attend Committee meetings or perform Committee functions shall not lose pay or any benefits to the extent such Committee work occurs during their normally scheduled working hours.

**Section 26.3. Reporting on Unsafe Equipment.** The City shall make every reasonable attempt to insure that the equipment and vehicles utilized by employees covered by this Agreement are mechanically sound and properly equipped so as to conform with applicable federal and state regulations. Employees are responsible for properly using and caring for all equipment and vehicles furnished by the City, and for reporting any conditions or practices that they, in good faith, feel unsafe. If an employee, in good faith reports in the prescribed manner his belief that a vehicle is unsafe, the decision as to whether such vehicle will be removed from service pending repair will be made by the Shift Commander. If an employee is required to drive a vehicle despite his feeling that it is unsafe, he shall be afforded an opportunity to record his protest in writing and submit it to his Shift Commander.

**Section 26.4. First-Aid Equipment and Training.** Adequate first-aid equipment and training shall be provided at appropriate locations.

**Section 26.5. Remedy.** Any employee seeking remedy before any other agency on a safety or health complaint shall not be eligible to have his grievance heard before an arbitrator under the terms of this Agreement. The OPBA shall be bound to follow the redress procedure elected by the employee.

**Section 26.6. Vaccination.** The Employer shall provide Hepatitis B vaccinations to all employees in Unit A and B at the Employer's expense. Employees shall have the opportunity to accept or not accept the vaccinations, and shall so indicate on forms provided by the Employer.

## **ARTICLE 27** **MISCELLANEOUS**

**Section 27.1. Telephone Calls.** Where approved by the Police Chief or his designee, the City will pay for long distance telephone calls made by employees in the performance of their assignments.

**Section 27.2. Copies of Agreement.** The City agrees to reproduce sufficient copies of this Agreement and to provide a copy of this Agreement to all employees who are now or in the future covered by this Agreement. The Union shall be given the opportunity to approve the accuracy of the Agreement prior to its publication.

**Section 27.3. Out-of-Town Assignments.** Any employee 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. Employees on such out-of-town assignments shall be reimbursed for all reasonable actual expenses plus the IRS business mileage rate when a personal car is used.

An employee that requests out of town training or seminar requiring an overnight stay shall be paid his or her regular eight (8) hours pay per day. He shall also be reimbursed for all reasonable actual expenses plus the IRS business mileage rate when a personal car is used.

**Section 27.4. 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 27.5. Range Qualification Days.** In the event that an officer is required to attend a firearms proficiency qualification session outside of normal duty hours, he shall be paid at the applicable overtime rate for a minimum of one (1) hour for indoor range qualification and two (2) hours for outdoor range qualification.

**Section 27.6. Physical Examination.** All bargaining unit employees shall complete a medical examination once every three (3) years to determine if each employee is capable of performing each individual requirement of the physical fitness program. The Employer shall designate the physician to conduct such examination and shall reimburse the employee for the cost of the examination to the extent that the cost is not covered by the City's group health insurance plan. No other information concerning the employee's physical condition shall be released to the Employer without the employee's written permission. Mammograms for female employees age forty (40) and older shall be part of the medical examination. Dispatchers and Records Clerks shall be included for the physical examination through the health insurance provider.

The Employer may require an employee to take an examination at any time, based on valid concerns of job performance, to be conducted by a licensed physician, designated by the Employer, to determine the employee's physical or mental capabilities to perform the duties of his position. The cost of such examination shall be paid by the Employer.

**Section 27.7. 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 Firefighters Pension Fund shall receive his current badge and be able to purchase his duty weapon at trade-in value as determined by the Chief of Police.

**Section 27.8.** Unpaid leaves of absence will be administered in accordance with Section 5.10 of the City of Fremont, Ohio Personnel Policy and Procedure Manual, Leave of Absence without Pay policy.

## **ARTICLE 28**

### **DRUG/ALCOHOL TESTING**

**Section 28.1.** Drug/alcohol testing may be conducted on employees (pre-hire, 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 28.2.** All drug screening tests shall be conducted by laboratories certified by 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 28.3.** 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 28.4.** 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.

**Section 28.5.**

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

**Section 28.7.** 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 28.8.** 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 28.9.** 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 28.10.** The provisions of this Article shall not require the Employer to offer a rehabilitation/detoxification program to any employee.

## **ARTICLE 29**

### **APPLICATION OF CIVIL SERVICE**

**Section 29.1.** Whereas this Agreement may address subjects also addressed by the Civil Service laws and/or 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 29.2.** In accordance with the provisions of Ohio Revised Code Section 4117.10(A), all provisions listed in the index of this Agreement are intended to supersede and/or prevail over conflicting and/or additional subjects found in O.R.C. sections 124.01 through 124.56.

## **ARTICLE 30** **PROMOTION**

**Section 30.1. 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 30.2. Filling of Vacancies.** The parties agree that appointments to the position of Sergeant 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 this classification.

**Section 30.3. 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 30.4. Posting of Vacancies.** Whenever the Employer determines that a permanent vacancy exists for the position of Sergeant 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 Patrolman, with at least five (5) years seniority 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.

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 30.5.** Examinations for promotion must be competitive, and no such examinations will be administered unless there are at least two (2) applicants.

**Section 30.6. Promotional Determination Process.** Promotion to the rank of Sergeant 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 forty percent (40%) of the total weight of the promotional process.

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 forty percent (40%) of the total weight of the promotional process.
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: The Employer will add five tenths (.5) of one (1) point for each year of service in the rank of Patrolman. The maximum weight for this portion of the promotional process is ten percent (10%).

**Section 30.7. 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 31**

### **WAIVER IN CASE OF EMERGENCY**

**Section 31.1.** 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:

- Time limits for the City's or the OPBA's replies on grievances

**Section 31.2.** Upon termination of the emergency, should valid grievances exists, 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 grievances(s) had properly progressed.]

**ARTICLE 32**  
**DURATION AND RENEWAL**

**Section 32.1. Entire Agreement.** This Agreement contains the full and complete understanding between the City and the Union on all negotiable issues.

**Section 32.2. Duration of Agreement.** This Agreement shall be binding upon the City and Union effective 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 32.3, 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 32.3. Notice of Bargaining.** If either the Union or the City desires to meet for the purposes of negotiating wages, changes, and/or modifications on the provisions of this Agreement, it shall give written notice of such desire to the other party by mail not more than one hundred twenty (120) nor less than sixty (60) days prior to December 31, 2013.

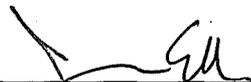
**Section 32.4. Commencement of Negotiations.** Negotiations upon proposed changes in the terms of this Agreement shall begin not later than thirty (30) days after receipt of the notice specified in Section 32.3 by either party.

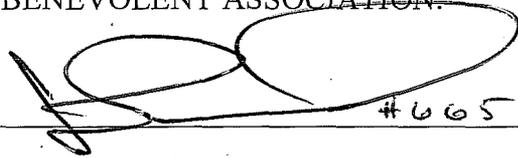
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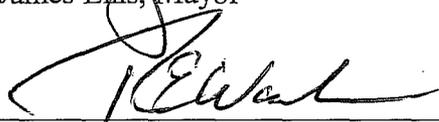
IN WITNESS WHEREOF, the parties hereto have signed duplicates of this Agreement this 27<sup>th</sup> day of February, 2014.

FOR THE CITY OF FREMONT:

FOR THE OHIO PATROLMEN'S  
BENEVOLENT ASSOCIATION:

  
\_\_\_\_\_  
James Ellis, Mayor

  
\_\_\_\_\_  
#665

  
\_\_\_\_\_  
Robert E. Ward,  
Safety-Service Director

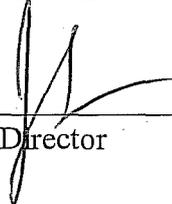
  
\_\_\_\_\_  
#627

  
\_\_\_\_\_  
Tim Wiersma, Chief of Police

  
\_\_\_\_\_  
#640

  
\_\_\_\_\_  
Frederick J. Lord,  
Management Consultant

  
\_\_\_\_\_  
#654

  
\_\_\_\_\_  
Jim Melle, Law Director

  
\_\_\_\_\_  
#640

**LETTER OF UNDERSTANDING**  
**COMPENSATION FOR CARE OF CANINE**

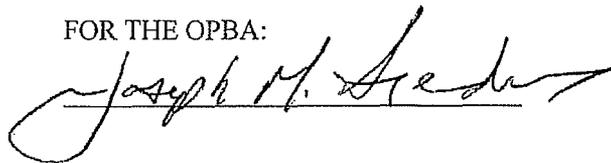
The City of Fremont and the OPBA agree to the following terms and conditions for the compensation of officers assigned the care and maintenance of canines for the term of such special assignment:

1. Effective upon the execution of this Agreement, the K-9 Officer will work thirty-six (36) hours per week (ten [10] hour shifts or eight [8] hour shifts) and be paid a total of forty (40) hours per week as compensation for the care of the K-9 unit. In order to maximize the benefit of the K-9, the K-9 and the K-9 Officer may work a flexible schedule as determined by the Chief of Police.
2. The K-9 Officer will be allowed a total of two (2) on-duty shifts per month for training of the canine unit. Such time will be scheduled with the Chief of Police in advance.
3. Upon the disbanding of the canine unit, or retirement or disability of the canine unit, the K-9 Officer to whom the canine unit is assigned will be given the first chance to purchase the unit for one dollar (\$1.00). An officer who purchases the animal shall assume all responsibility for the animal thereafter.
4. The City will provide the K-9 Officer with canine maintenance supplies. If not provided by the City, the K-9 Officer will receive three dollars (\$3.00) per day for the purchase of canine maintenance supplies.
5. The City will pay for kennel boarding of the canine when the K-9 Officer is on approved vacation leave. With final approval of the Chief of Police, the canine's assigned handler shall designate which boarding kennel service is to be used. A maximum of fifteen dollars and fifty cents (\$15.50) per day shall be paid by the City for the City's portion of the boarding expense. The remainder of the boarding expense, if any, shall be paid by the K-9 Officer. The K-9 Officer will not receive three dollars (\$3.00) per day for the purchase of canine maintenance supplies for each day the canine is kenneled at the City's expense. The K-9 Officer will not receive one (1) hour of care compensation for each day the Officer takes off on vacation up to four (4) days when the canine is boarded at City expense. If the K-9 Officer takes a week of vacation off and boards the canine at City expense he must use 40 hours of vacation time off. If the K-9 Officer takes a week of vacation off and does not board the canine he will use 36 hours of vacation. For the purpose of this section a week's vacation and boarding expense includes all seven (7) days of the week in which the K-9 Officer's vacation occurs. For any partial weeks of vacation time off, boarding will be paid as described above.
6. This memorandum of understanding will expire on August 31, 2014. The parties to this Agreement will meet at least thirty (30) days in advance of the expiration of this Agreement to negotiate a successor agreement.

FOR THE EMPLOYER:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE OPBA:

  
\_\_\_\_\_  
\_\_\_\_\_

Date Signed: 3-21-14

**MEMORANDUM OF UNDERSTANDING**

The parties, the Ohio Patrolmen's Benevolent Association and the City of Fremont, agree to the following with respect to Article 16, 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: \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING

**Section .1.** All new special assignments for positions shall be posted with a list of requirements/qualification for such position for ten (10) calendar days before being filled. Any employee interested in the posted special assignment shall express his/her interest and pertinent qualification in writing to the Chief of Police within the ten (10) days.

**Section .2.** When filling a special assignment (e.g., Detective, School Resource Officer (“SRO”), Canine Officer, etc.) the Chief of Police shall consider the interested employee’s experience, education, ability to perform the essential functions of the position, records of attendance, discipline and other qualifications related to the position to be filled. If, based on the above, two (2) or more interested employees are substantially equal, seniority shall govern. When an employee is filling a special assignment, he or she will not be counted as manpower on the employee’s assigned shift for the purposes of minimum manning.

**Section .3.** Except as set forth below, an employee filling a special assignment shall work such hours as determined by the Chief of Police. However, any employee filling a special assignment shall also be assigned to a regular shift for the purposes of identifying the employee’s normal work schedule. Employees filling special assignments may not necessarily begin their workday at the same time every day.

**Section .4.** During the school calendar year, however, the SRO will be assigned to the detective section anytime school is not in session, for less than five (5) consecutive calendar days. The SRO may choose to utilize paid leave, other than sick leave for any period that school is not in session for less than five (5) consecutive days, rather than reporting to the assignment in the detective section.

**Section .5.** Because the SRO is following the teacher calendar, he/she must use his/her accrued paid leave when school is not in session for any block of five (5) consecutive calendar days, unless the utilization of such leave would result in the SRO’s vacation leave bank falling under forty (40) hours.

**Section .6.** During the summer break as recognized by the school calendar, the SRO will be regularly assigned to the detective section. However, in cases of operational need, unrelated to absence due to vacation and related schedule days off, the SRO may be utilized to fill shift vacancies of greater than three (3) days as long as the SRO is given five (5) days written notice of the proposed schedule change.

**Section .7.** This Memorandum of Understanding will expire on August 31, 2014. The parties to this Agreement will meet at least thirty (30) days in advance of the expiration of this Agreement to negotiate a successor Agreement.

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		<b>\$1,523,832</b>
<u>In Network Benefits</u>		
	Annual Deductible-Single/Family	\$2,000 / \$4,000
	Coinsurance	90% / 10%
	Annual Out of Pocket Maximum-Single/Family <sup>1</sup>	\$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

<sup>1</sup> Includes deductible.

\* Rates include elimination of 4<sup>th</sup> 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.