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# **AGREEMENT**

**BETWEEN**

**CITY OF IRONTON**

**AND**

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



**Patrol Officers  
Sergeants and above**

**April 1, 2014 – March 31, 2017**

## Table of Organization

Article 1	Purpose and Recognition
Article 2	Dues Deductions
Article 3	Nondiscrimination
Article 4	Residency Requirement
Article 5	Management Rights
Article 6	Sick Leave and Funeral Leave
Article 7	Maternity Leave
Article 8	Probationary Period
Article 9	Jury Duty
Article 10	Negotiation Meeting Leave of Absence
Article 11	Court Appearance Pay and Related Matters
Article 12	Personal Days
Article 13	Holidays
Article 14	Vacations
Article 15	Hours of Work and Premium Pay
Article 16	Seniority
Article 17	Layoffs
Article 18	Corrective Action
Article 19	Personnel Files
Article 20	Grievance Procedure
Article 21	Wages
Article 22	Clothing Allowance
Article 23	Hospitalization
Article 24	Drug Testing
Article 25	Outside Employment
Article 26	Personally Owned Handguns
Article 27	No Strike/No Lockout
Article 28	Sole Recourse
Article 29	Training and Retraining
Article 30	Severability
Article 31	Other Organizations
Article 32	Patrolman as shift Commander
Article 33	Physical Fitness Incentive
Article 34	Expenses
Article 35	Injury Leave
Article 36	Sick Leave Incentive
Article 37	Retirement of Employees
Article 38	Duration
Appendix A	Wage Increases

ARTICLE 1: PURPOSE AND RECOGNITION

A. Purpose

This Agreement is made between the City of Ironton, Ohio, hereinafter referred to as the "City", and the sworn uniformed police officers of the City of Ironton, Ohio, as defined in SERB Case #87-R-EP-5-0127, hereinafter referred to as the "employee" or "employees" and/or "member" or "members". The purpose of this Agreement is to provide a fair and reasonable method of enabling employees covered by this contract to participate through collective bargaining in the establishment of wages, hours, terms and other conditions of employment and to establish a peaceful procedure for the resolution of all differences between parties subject to the applicable laws of the United States of America, the State of Ohio and the City of Ironton, Ohio.

B. Recognition

The Fraternal Order of Police, Ohio Labor Council, Inc., shall have exclusive recognition as the bargaining agent for the purpose of collective bargaining in all matters concerning wages, hours, terms and working conditions of the members of the Bargaining Unit. The Bargaining Unit shall consist of all full-time Sergeants and Captains and Patrolmen in the Ironton Police Department.

C. As referred to in this Article, the reference to employee and/or member shall refer to Members of this bargaining unit only.

ARTICLE 2: DUES DEDUCTIONS

A. The City agrees to deduct Union dues in accordance with this Article for all employees eligible for the Bargaining Unit upon the successful completion of their initial probationary periods and upon receipt from the employee or the Union of an authorization card signed by the employee for that purpose.

B. The City agrees to deduct regular dues, initiation fees or assessments once each month from the pay of any employee. Upon receipt of the proper authorization form, the City will deduct the Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the City. The City must be given a one (1) month (30 days) notice for making any changes in any individual's dues deductions.

C. The City shall be relieved from making such individual check-off deductions upon:

1. termination of employment;

2. transfer or promotion to a job other than one covered by the Bargaining Unit;
  3. layoff from work;
  4. an agreed leave of absence; or
  5. revocation of the check-off authorization in accordance with its terms and with applicable law.
- D. Each eligible employee's written authorization for dues deduction shall be honored by the City for the duration of this Agreement, unless the eligible employee certifies in writing by certified mail to the City and the FOP, Ohio Labor Council, Inc, that the dues check-off authorization has been revoked, at which point the dues deduction will cease, effective the pay period following the pay period in which the written dues deduction revocation was received by the City.
- E. The City will cause the dues deducted from the eligible Bargaining Unit employees' pay to be remitted once each month in accordance with this Article to the FOP, Ohio Labor Council, Inc.
- F. It is specifically agreed by the City and the Ohio Labor Council that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Article after the deductions have been remitted and the Ohio Labor Council agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings by anyone arising from the deductions made by the City pursuant to the provisions of the Contract. Once Union dues are remitted to the Union, their deposition shall be the sole and exclusive obligation and responsibility of the Union.
- G. The City shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of dues.
- H. It is specifically agreed that neither the employees nor the Union shall have claims against the City for errors in the processing of deductions, unless a claim of error is made to the City in writing within ninety (90) days after the date such an error was made. It will be corrected at the next pay period that Union dues would normally be deducted by deducting the proper amount.
- I. All non-probationary employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall be required to pay Union Dues. Employees are not required to join the Union as a condition of

employment; however, upon completion of their probationary period all employees who are not members of the Union shall be required to pay a fair share fee to the Union as a condition of continued employment. The fair share fee shall cover the employee's pro-rated share of:

1. the direct costs incurred by the Union in negotiating and administering this Agreement of settling grievances and disputes arising under this Agreement; and
2. the Union expenses incurred for activities normally and reasonably employed to effectuate its duties as Exclusive Representative of the employees in the Bargaining Units covered by this Agreement.

J. Fair share fees shall be deducted and remitted during the same period as dues, as provided by this Article, provided the employee has received sufficient wages during the applicable pay period to equal the deduction. The deduction of the fair share fee is automatic and does not require authorization by the employee, as outlined in Chapter 4117 of the Ohio Revised Code. This arrangement does not require any employee to become a member of the Ohio Labor Council, nor shall the fair share fees exceed dues paid by members of the Ohio Labor Council who are in the Bargaining Unit. Any changes in the fair share fee shall be certified by mail to the City.

K. The Ohio Labor Council shall prescribe an internal procedure to determine a rebate, if any, for nonmembers, which conforms to federal law, provided a nonmember makes a timely demand on the Ohio Labor Council. The internal rebate procedure shall provide for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of the Ohio Labor Council in the realm of collective bargaining. Absent arbitrary and capricious action, such determination is conclusive on the parties except that a challenge to such determination may be filed with the State Employment Relations Board (SERB) within thirty (30) days of the determination date specifying the arbitrary or capricious nature of the determination, and SERB shall review the rebate determination and decide whether it was arbitrary or capricious. The deduction of a fair share fee by the City from the payroll check of the Bargaining Unit member and its payment to the Ohio Labor Council is automatic and does not require the written authorization of the Bargaining Unit member.

L. Any Bargaining Unit member who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization and, which is exempt from taxation under the provisions of the Internal Revenue Code shall not be required to join or financially support any employee organization as a condition of employment. Upon submission of

proper proof of religious conviction to the SERB, it may declare the employee exempt from becoming a member of or financially supporting the Ohio Labor Council. The employee shall be required, in lieu of the fair share fee, to pay an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under Section 501(C)(3) of the Internal Revenue Code mutually agreed upon by the Bargaining Unit member and the representative of the Ohio Labor Council.

- M/ The City shall not be required to remit to the Union the monthly fair share fees of non-union Bargaining Unit employees and the dues, assessments or membership fees of Union members during the period of an unauthorized strike, walkout or other job action by the Union, Union membership or upon contract termination.
- N. The Ohio Labor Council agrees to hold the City harmless against any and all claims which may arise in the City's implementation of the fair share provisions of this Article, and to comply with all the tenets of the law.

#### ARTICLE 3: NONDISCRIMINATION

- A. The parties to this Agreement shall not discriminate for or against any employee on the basis of membership or position in the F.O.P.
- B. It is a condition of this Agreement, agreed to by both parties, to provide equal opportunity to all employees and to prohibit any discrimination because of race, creed, color, sex, handicap, mental or physical impairment, marital status, national origin or political affiliation. However, nothing in this Agreement shall provide any additional rights, privileges, recourse or remedy other than those already provided by state and federal law. The parties agree to work towards implementation of the Americans with Disabilities Act of 1990.

#### ARTICLE 4: RESIDENCY REQUIREMENT

- A. Members of the Bargaining Unit must live in Lawrence County, Ohio or an adjacent County (Scioto, Jackson, Gallia).

#### ARTICLE 5: MANAGEMENT RIGHTS

- A. The Management of the City of Ironton has, as it has always had, the exclusive right to manage the business of the City and to direct the working forces. Management's failure to exercise any of its rights under this Agreement does not indicate that Management is unable to exercise such

rights in the future. The rights of Management include but are not limited to the right to:

1. determine matters of inherent managerial policy, which include, but are not limited to, areas of discretion or policy such as the functions and programs of the City Departments, standards of services, its overall budget, utilization of technology and organizational structure;
2. direct, supervise, evaluate and hire employees;
3. maintain and improve the efficiency and effectiveness of the City's operations;
4. determine the overall methods, processes, means and/or personnel by which the City's operation are to be conducted;
5. suspend, discipline, demote or discharge for just cause or layoff, transfer, assign, schedule, promote or retain employees;
6. determine the adequacy of the work force;
7. determine the overall mission of the City as a unit of government;
8. effectively manage the work force;
9. take actions to carry out the missions of the City as a unit of local government; and
10. promulgate reasonable rules and regulations.

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

#### Article 6: SICK LEAVE AND FUNERAL LEAVE

- A. Each full time Bargaining Unit member shall be entitled to one and one-fourth (1 1/4) days per month of sick leave for each month of employment. Unused sick leave shall accumulate without limit.
- B. Employees may use sick leave for absences due to personal illness, pregnancy, injury, exposure to contagious disease which could be

communicated to other employees, and for illness, medical appointments that cannot be scheduled after working hours, injury or death in the employee's immediate family. For purposes of this Article, immediate family is defined as spouse, child, parent, stepchild, grandchildren, siblings or stepsiblings, grandparents, in-laws or relative residing in the employee's immediate household. Absence due to sickness in the immediate family which requires the continuing presence of the employee at home, to make arrangements for hospitalization or other care, shall not exceed two (2) consecutive work days. Additional absence for this purpose may be approved by the Police Chief.

- C. Employees unable to report for any of the reasons listed above must report their anticipated absence to the appropriate supervisor two (2) hours before the start of watch on each day of the absence and each succeeding day of the absence unless other arrangements are authorized by the Chief. Upon reporting, employees shall give the telephone number and address of the place of convalescence. While on paid sick leave employees are not authorized to work at other jobs without the written permission of the Chief.
- D. When sick leave is used it shall be deducted from the employee's credit on the basis of one (1) hour for every one (1) hour of absence from the previously scheduled work.
- E. An employee shall furnish a satisfactory written signed statement to his Department Head to justify the use of sick leave. Any sick leave that lasts more than two (2) consecutive days shall require a certificate from a physician. In any one calendar year, after five (5) separate absences for which sick leave has been used, a Bargaining Unit member may be required to submit a statement from a licensed physician with all requests for additional use of sick leave. Falsification of either a written signed statement or a physician's certificate shall be ground for disciplinary action.
- F. Said sick leave shall be for as many days as are necessary. Pay shall be for as many days as the employee has accumulated in sick leave.
- G. In addition to the above accumulation, employees covered under this Agreement shall be granted .0575-hour sick leave for each hour of over time paid and .0375-hour sick leave accumulation for each hour of court time paid.
- H. Any full-time member who has completed five (5) years or more of service as an employee of the City of Ironton can designate and nominate a beneficiary entitled "Sick Leave Beneficiary" by signing, as required by the Auditor, the sick leave beneficiary form. In the event, and only in the event, that such written designation is made, such sick leave beneficiary shall receive, upon the death of such employee, sick pay benefits, not to exceed 720 hours to which such employee may have been entitled. Such computation and payment to be

made on the deceased employee's rate of pay at the time of death times the number of hours sick leave accrued.

- I. Upon retirement, a Bargaining Unit member with a minimum of six (6) years service shall be paid in full, at their current rate, for 50% of their accumulated sick time.
- J. At the end of each calendar year, the City will furnish each member with a list which totals all sick leave accumulated and used, and the current balance remaining.
- K. Funeral Leave.
  - 1. In case of a death in the employee's immediate family, as defined in Article 6, the employee shall be granted up to three (3) days leave with full pay, unless such funeral is more than three hundred (300) miles from Ironton, in which case the employee will be granted five (5) days leave with full pay. One day of the leave must be the day of the funeral, which the employee attends.
  - 2. Any leave in excess of that specified in paragraph K-1 above shall be deducted from the employee's sick leave account.
  - 3. An obituary notice concerning all out of town leaves must be turned in to the Chief upon return to duty.

#### ARTICLE 7: MATERNITY LEAVE

- A. Upon request to the Employer, an employee who becomes pregnant shall be granted maternity leave of absence without pay. If she wishes, the employee may use any or all of her accumulated sick leave and vacation leave for pregnancy before going on maternity leave prior to the birth of the baby, and for the recovery period, subject to the sick leave Article.
- B. Should the maternity leave of absence without pay exceed three (3) months, the employee may request and be granted disability leave. If the Employer has reason to believe the employee's pregnancy is inhibiting the usual performance of duties, he may order, in writing, that the employee begin sick leave, vacation leave, or maternity leave at an earlier date than selected by the employee. The employee may appeal such action through the grievance procedure. Medical data supporting the employee's case must accompany the appeal.

ARTICLE 8: PROBATIONARY PERIOD

- A. Initial probationary periods for all officers shall be one (1) year. The City may remove an officer at any time during this first year without the officer having any appeal through the grievance procedure.
- B. Any employee promoted into a position in the Bargaining Unit shall be required to successfully complete a probationary period of six (6) months. An employee serving such a probationary period whose performance is unsatisfactory shall be returned to his former position.

ARTICLE 9: JURY DUTY

- A. An employee serving jury duty will be granted time off with pay for the time lost during the regular workweek. Employees shall turn in their jury duty slips upon completion of jury service and shall be paid the difference between jury fees and regular pay. If an employee is excused from jury duty during his regular work hours, he shall report back to work within a reasonable amount of time.

ARTICLE 10: NEGOTIATION MEETING LEAVE OF ABSENCE

- A. Members of the Bargaining Unit shall be granted time off with pay to attend any and all meetings pertaining to the negotiations of contracts with the City. Said leave shall be charted on an hourly basis and each members shall notify his supervisor of time leaving and time returning for payroll purposes.
- B. The FOP/OLC and Local Lodge agree to limit the local committee to one (1) staff representative and no more than two (2) other paid Bargaining Unit members from each Bargaining Unit.

ARTICLE 11: COURT APPEARANCE PAY AND RELATED

- A. The City shall compensate employees for any and all "off duty" appearances before any court, grand jury, pre-trial conference approved by the Chief of Police, or special hearing board that employees are required to attend in the course of employment.
- B. Said compensation shall be at the rate of one-half the employee's regular days pay for zero to four hours, and a full days pay at the employee's regular rate of pay for any time from four to eight hours. Regular overtime pay shall be paid for anything over eight hours.

- C. When court time comes as a continuation of an employee's regular day, the first hour shall be paid at the overtime rate; additional hours will be compensated at the rate of one-half the employee's regular days pay for two to four hours at straight time pay, and a full days pay at the employee's regular rate of pay for any time from four to eight hours. Regular overtime pay shall be paid for anything over eight hours.

#### ARTICLE 12: PERSONAL DAYS

- A. Each employee shall be granted five (5) personal leave days with full pay during each calendar year. The only requirement being notification and permission of one's immediate supervisor at least twenty-four (24) hours in advance. These days shall be granted on a first come, first serve basis with no regard to seniority. No two (2) employees shall be off on the same shift or same day for personal leave. This does not mean that any employee cannot use his personal day when another member is on holiday leave.
- B. With the permission of the Mayor, an employee will be permitted to carry over unused personal leave days to the next calendar year (365 days). No carry over will be permitted beyond calendar year.

#### ARTICLE 13: HOLIDAYS

- A. A member of the Bargaining Unit who has been an employee of the City in excess of thirty (30) calendar days shall be entitled to "holiday benefits" for those holidays enumerated in paragraph B hereof.
- B. Holidays are as follows:
  - I. New Year's Day
  - 2. Martin Luther King Day
  - 3. President's Day
  - 4. Good Friday
  - 5. Easter
  - 6. Memorial Day
  - 7. Independence Day
  - 8. Labor Day
  - 9. Thanksgiving Day
  - 10. Veterans Day
  - 11. Christmas Eve
  - 12. Christmas Day
  - 13. Employee's Birthday
- C. A new employee must have no less than thirty (30) days of work since his last hire to be eligible for holiday pay for holidays not worked.

- D. To be entitled to holiday premium pay an employee must be on actual time, worked his first scheduled day before and after a holiday. To be entitled to holiday "straight time pay", an employee must be on the active payroll (i.e., receives pay) on his last regular workday before and his first regular workday after the holiday. Employees on vacation of 5 or more days prior to or after any holiday will be considered on time worked. Employees shall receive double time and one half for all overtime hours worked during a holiday.
- E. In the event an eligible employee works on any day designated as a traditional holiday as listed above, the employee shall be paid one and one-half (1 1/2) times his regular rate of pay and in addition, he shall receive his regular rate of pay.
- F. Any member whose normal day off falls on any day which is the traditional holiday, shall receive eight (8) hours of pay at the members regular rate of pay, the amount to be payable during the pay period in which said holiday falls.
- G. All efforts will be made to permit the employee to receive the specific date off requested as the employee's birthday holiday.
- H. None of the holidays listed herein shall be charged as vacation, compensatory time leave or sick leave is such holidays fall within a period of vacation, compensatory time use or use of sick leave.

ARTICLE 14: VACATIONS

- A. Each regular full-time employee shall be granted the following vacation leave with full pay for each year based on his length of service with the City:

Length of Service	Vacation
One (1) year but less than six (6) years	Two (2) weeks
Six (6) years but less than eleven (11) years	Three (3) weeks
Eleven (11) years but less than twenty (20) years	Four (4) weeks

Each employee after reaching twenty (20) years of service shall receive five (5) weeks plus one (1) day and shall accrue to the five (5) weeks one (1) additional day of vacation for each two (2) years of service.

- B. Scheduling

Vacation schedules shall be posted in each department no later than December 1 of the year prior to the eligibility for vacation. The senior

employees will have preference. Normally no vacation of less than one (1) week may be taken by any employee, however, vacation of less than one (1) week may be authorized by the employee's department head if forty-eight (48) hours written notice is given. Vacation schedules may be changed if said change is agreeable to the City and approved in writing. In such cases, at least three (3) days notice must be given to the City. In cases of emergency, the City may grant vacations of one (1) week or more to an employee.

An employee who fails to make his vacation application during the appropriate period will be given his vacation leave without regard to seniority based upon when his application was made.

If a recognized holiday falls within an employee's vacation leave, the employee shall receive an additional paid vacation day in lieu of the holiday (either at the beginning or at the end of his vacation).

#### ARTICLE 15: HOURS OF WORK AND PREMIUM PAY

- A. The hours of work in the Police Department shall be forty (40) hours per week, consisting of five (5) eight (8) hour days with two (2) consecutive days off. Employees who work in excess of eight (8) hours during the course of a normal day that consists of twenty-four (24) consecutive hours beginning at the employee's starting time and ending twenty-four (24) hours later, shall be compensated at the rate of one and one-half (1 1/2) hours for each hour worked over eight (8) hours in a twenty-four (24) hour period. The Employer agrees not to adjust employees normal or regular schedule for the purpose of avoiding over-time. The employee has the right to choose one of the following two (2) forms of compensation:
1. Overtime pay at the rate of time and one-half (1 1/2) for such overtime worked over eight (8) hours in the employee's paycheck during the pay period in which the overtime was worked; or
  2. Compensatory time off at the rate of time and one-half (1 1/2) for such overtime worked over eight (8) hours.
    - a. Such time may be stored in a compensatory time bank established for storing accumulated overtime. Accumulations of overtime shall be limited to a maximum of 480 hours that may be stored in the compensatory time bank. Any hours over the maximum shall be paid as defined herein.

- b. Such accumulated compensatory time shall be taken at the employee's request with twenty-four (24) hours notice to the Employer. The Employer shall grant such leave if sufficient manpower is available to properly provide necessary police services. The Employer shall not deny such request based on mere inconvenience.
  - c. Any and all unused compensatory time shall be paid at the rate of one and one-half (1 1/2) the employee's rate of pay upon termination of employment.
  - d. Compensatory time off shall be granted on a first come first serve basis without regard to seniority.
- B. Minimum call out 2 hours (does not apply when overtime is continuous with scheduled time, nor does it apply to scheduled overtime. Scheduled overtime is defined as time scheduled or notified to be worked, twenty-four (24) hours prior to the work being performed.)
  - C. No employee shall be required to work, overtime except in cases of emergency established by the Employer.
  - D. The City will continue the current call out policy on overtime.
  - E. Upon request of an employee, and with prior approval of the Employer, an employee may work a scheduled day off in exchange for an additional day off to be scheduled within the same work period.
  - F. With prior approval of the Employer an employee may exchange days off or work shift assignments with another employee. Bargaining unit members who request a trade which will not result in additional overtime cost to the City will not be unreasonably denied the trade.
  - G. One (1) Detective/Investigator shall be on call each day. This Detective / Investigator shall be compensated at a rate of \$12.50 a day when assigned to on call status. The "On Call" status shall be divided as equally as possible between all Detectives.

#### ARTICLE 16: SENIORITY

- A. MASTER SENIORITY shall be defined as the length of continuous service with the City and shall be measured in calendar days of employment with the City, beginning with the employee's last date of hire.

- B. DEPARTMENTAL SENIORITY shall be defined as length of continuous active duty service in the Ironton Police Department.
- C. In the event two (2) or more employees have equal seniority, the employee having the highest standard raw score on the entrance examination shall be deemed the senior member.
- D. The term "continuous service" as used in this Agreement shall be so construed that absence from employment due to illness, injury, approved leaves of absence, or layoff by the City due to lack of funds, shall not be deducted from the employee's service for the purposes of computing seniority.
- E. Seniority shall be broken or terminated when an employee:
  - 1. quits;
  - 2. is discharged for just cause;
  - 3. is laid off for more than this amount of continuous service with the City at the time of layoff; or
  - 4. fails to report to work when recalled from layoff within fourteen (14) calendar days from the day on which the City sends the employee notice by registered mail to the employee's last known address as shown on the City's record.
- F. Shift selection shall take place on January 2, April 1, July 1, and October 1 of each year. Shifts will be selected on the basis of seniority within each classification.

ARTICLE 17: LAYOFFS

- A. Whenever it is necessary for the City to layoff employees due to a lack of funds, employees shall be laid off by seniority status, the employee with the lowest Departmental seniority being laid off first, etc.
- B. Effected employees will be given twenty-one (21) calendar days notice in writing of the intended lay off.
- C. Recall will be according to seniority.
- D. An employee on layoff status will be given fourteen (14) calendar days to return to work after notice of recall is sent by the City by certified mail to said employee's last known address as indicated on the City's records.

- E. All part-time, temporary, probationary or seasonal employees in the police department, shall be laid off before any Bargaining Unit member shall be laid off. None of the above classes of employees shall be hired while a Bargaining Unit employee is on layoff status.
- F. Employees on Lay-off will be maintained on the Recall list for a period of twenty-four (24) months. Failure to respond to a recall notice sent under paragraph D above will constitute a resignation and removal from the recall list.

#### ARTICLE 18: CORRECTIVE ACTION

- A. Discipline for cause.

No Bargaining Unit member shall be reduced in pay or position, suspended, removed or reprimanded except for just cause. The City will issue the disciplinary action within the ten (10) days from the time the issue of the discipline comes to the City's attention.

- B. Departmental Hearings:

1. Prior to any Departmental hearing of a Bargaining unit member, the member will receive from the Chief of Police or his designee, a written statement of all charges and specifications. The charged Bargaining Unit member will be allowed to be represented by a FOP representative. At the hearing, the charged Bargaining Unit member will be advised of his right under Garrity v. New Jersey, 385 US 493, 87 S. Ct 616, (1987) or Miranda Rights. If a Bargaining Unit member is read his Miranda Rights, in addition to his/her FOP representative, he may have an attorney present to represent him. The Bargaining Unit member is read his Miranda Rights, in addition to his/her FOP representative, he may have an attorney present to represent him. The Bargaining Unit member or designee will be allowed to call witness material to his defense. The Bargaining Unit member shall have the opportunity to confront and cross-examine his accuser(s).
2. A Bargaining Unit member who is charged, or his FOP representative may make a written request for a continuance. Such request will be granted when practical. The length of such continuance shall be mutually agreed upon.

3. The Employer will make all good faith efforts to notify the affected Bargaining Unit member of any charges or of any decision reached as a result of a Departmental hearing prior to any public statement.

C. Action of Record.

At any time an inquiry concerning a Bargaining Unit member occurs wherein disciplinary action of record (suspension, reduction or removal) will or may result, the Bargaining Unit member will be notified in writing prior to the inquiry that such result is possible. This Section does not limit the Chief's ability to make minor verbal informal inquiries. On written reprimands a bargaining unit member may file a grievance which cannot be appealed to arbitration, but may be appealed to grievance mediation. If the parties do not accept the mediator's recommendations, the employee has the right to attach a written response to the written reprimand.

D. Duration of Record.

1. All disciplinary actions will be removed from the Bargaining Unit member's personnel file after three (3) years provided during that time period.
2. The exception to this being that any record of written reprimand will be removed from his file upon the written request of the member one (1) year after such reprimand was given if no further disciplinary action has occurred. Written reprimands so removed from a personnel file shall be given to the Bargaining Unit member along with the letter of request for such removal.
3. In any case in which a written reprimand, suspension or dismissal is disaffirmed through the grievance procedure or by a court of competent jurisdiction, such record shall be immediately removed from the personnel file and given to the Bargaining Unit member. In addition unsubstantiated or unproven allegations, complaints or misconduct made against a member of the Bargaining Unit and appearing in the Department files shall not be considered in future disciplinary action or promotional consideration and shall not be shared outside the Department.

#### ARTICLE 19: PERSONNEL FILES

- A. Each employee and any F.O.P. staff representative may inspect his/her personnel file. The employer may maintain only one such file. Inspection of the individual's personnel file shall be by scheduled appointment

requested in writing or by phone call to the Employer or designee. Appointments shall be during the regular scheduled work hours of the administrative staff of the Employer. An employee shall be entitled to have a representative of his/her choice accompany him/her during such review. Any employee may copy documents in his/her official personnel file.

- B. If an unfavorable statement or notation is in the official personnel file, the employee shall be given the right to place a statement of rebuttal or explanation in the file. No anonymous material of any type shall be included in the employee's official personnel file. All entries and copies of records pertaining to allegations or charges which are determined to be unfounded or the investigation of which results in the exoneration of the employee, shall be delivered to the employee. If the employer decides it is necessary to retain any or all of the information that this contract would otherwise require it to delete, the decision shall be subject to the grievance procedure for resolution.
- C. If the employer receives a public records request for the inspection of any information about an employee contained within files kept by the employer, the employee involved shall be notified as soon as practicable. The employer shall provide the employee with an accurate summary of the information about the employee that will be released.
- D. To the extent permitted by law, the employer shall not disclose any information contained within any personnel file.

## ARTICLE 20: GRIEVANCE PROCEDURE

A grievance is a dispute or difference between the City and the Union, or between the City and an employee, concerning the interpretation and application of any provision of this Agreement, including any disciplinary action as provided herein, and when any such grievance arises, the following procedure shall be observed.

All preparation through the completion of written grievances will be done on the employee's nonworking time (other than meetings set forth in this procedure).

### A. STEP 1

An employee who has a grievance may take it up orally with his immediate supervisor, either alone or accompanied by a Union Representative, if the employee so wishes, within thirty (30) calendar days after the employee has knowledge of the event(s) upon which his grievance is based, and the immediate supervisor shall give his answer to the employee and the Union

Representative (if the Representative was present at Step 1) within ten (10) calendar days after the grievance is orally presented to him.

B. STEP 2

If the grievance is not satisfactorily settled at Step 1, the grievance shall, within ten (10) calendar days after receipt of the Step 1 answer, be reduced to writing and filed with the Chief setting forth the complete details of the grievance (i.e., the facts upon which it is based, the approximate time of the occurrence, the relief or remedy requested and specific rule or rules violated and dated and signed by the employee and his Union Representative). The Chief shall meet with a representative of the Union and the Grievant within ten (10) calendar days after the grievance has been filed, and a written answer shall be given to the Union within ten (10) calendar days after the Step 2 meeting.

Disciplinary action involving suspension, demotion or termination will be submitted to Step 2 of the Grievance Procedure.

C. STEP 3

If the grievance is not satisfactorily settled at Step 2 of the Grievance Procedure, the Union may, within ten (10) calendar days after the receipt of the Step 2 answer, appeal in writing to the Mayor. The Mayor or his designated representative shall meet with representatives of the Union within thirty (30) calendar days after the grievance is submitted to the Mayor and a written answer shall be given to the Union within ten (10) calendar days after the Step 3 meeting. Grievances must be appealed to arbitration within twenty-one (21) calendar days after the Step 3 answer is received.

D. Arbitration

1. In the event a grievance is submitted to arbitration the arbitrator shall have jurisdiction, power and authority only over disputes arising out of grievances as to the interpretation and/or application of and/or compliance with provisions of this Agreement including all disciplinary actions, and in reaching his decision the arbitrator shall have no authority to add to or subtract from or modify in any way of the provisions of this Agreement. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him.
2. All decisions of arbitrators consistent with D-1 above, and all pre-arbitration grievance settlements reached by the Union and the City shall be final, conclusive and binding on the City, the Union and the employees,

provided, however, that a grievance may be withdrawn by the Union at any time and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any future grievances.

3. Time Limits
  - a. The time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the City and the Union, be binding and any grievance not timely presented or timely processed thereafter, shall not be considered a grievance under this Agreement and shall not be arbitrable.
  - b. If any grievance is not answered by the City within the time limits set forth in this Agreement, the grievance shall automatically be appealed to the next Step of the Grievance Procedure.
  - c. Calendar days are counted starting with day number one being the first day after the meeting, answers, or appeal.
4. If a grievance is posted for arbitration, the Union and the City shall request a panel of Ohio based arbitrators from the Federal Mediation and Conciliation Services (FMCS). All expenses involved in the arbitration proceedings shall equally shared between both parties; however, expenses relating to the calling of the witnesses or the obtaining of depositions or any other similar expenses associated with such proceedings shall be borne by the party at whose request such witnesses or depositions are required.
5. The Union shall strike one name from the panel of arbitrators, and then the City shall strike one name. This procedure will continue until one name remains. This procedure will take place within ten (10) calendar days of the receipt of the panel of arbitrators.
6. The matter in dispute shall be submitted to the arbitrator in the form of a joint submission by the parties and shall define the issue or issues to be arbitrated. Any grievance submitted to arbitration shall be heard as soon as possible. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and arguments.
7. If the arbitrator's decision awards the payment of back wages covering the period of the employee's separation from the City's payroll, that amount so awarded shall be less any unemployment compensation or earned wages from

whatever source, and shall not include the assumption the employee would have worked overtime during the period of separation from the City's payroll.

- 8. Either party may have a transcribed record made of the arbitration hearing at its own expense provided it makes copies available without charge to the other party and the arbitrator.
- 9. The Union may initiate, at Step 3 of the Grievance Procedure, a policy grievance that affects any number of employees, but only one employee grievant and the Union officer may process the grievance.

ARTICLE 21: WAGES

A. Members of the Bargaining Unit will receive the following wage increases:

- 1. The City and FOP agree to the wage increases as reflected in Appendix A.

B. The following scale shall be in effect for members of the Bargaining Unit.

RANK SERVICE	2/2012
Probationary Officer	\$15.55
At 12 months of Service	\$15.97
At 21 months of Service	\$16.40
At 30 months Service	\$16.83
Sergeant	\$17.53
Captain	\$18.25

The City of Ironton and the FOP agree to eliminate the City of Ironton paying the employees portion of Police and Fire Disability and Pension Fund. The City agrees to grant the employees a 2% pay raise in return for eliminating the 2.5% pension pickup.

The City and the FOP hereby agree that this change will begin upon ratification of this contract and there shall be no back pay on this 2% increase.

- C. Each member shall receive an adjustment to the above scale of one (1) cent per hour multiplied by the number of completed years of service with the City.
- D. Members of the Bargaining Unit shall receive the following shift rotation equity differential:  

Day Shift	\$0.25
Afternoon Shift	\$0.40
Midnight Shift	\$0.55
- E. There will be the following rank differential increases, which will take effect April 1, 2011. Captains three hundred dollars (\$300) and Sergeants one hundred and seventy-five dollars (\$175.00).

ARTICLE 22: CLOTHING ALLOWANCE

- A. The City shall pay a clothing allowance of two thousand one hundred twenty dollars per year for each Officer who is represented by the Bargaining Unit. The clothing allowance shall be paid quarterly as described in Section B of this Article.
- B. The clothing allowance shall be paid, by separate check, in the following quarters during each year of this Agreement:
  - 1. April- June \$ 530.00 payable July 30
  - 2. July- September \$ 530.00 payable October 30
  - 3. October-December \$ 530.00 payable January 30
  - 4. January-March \$ 530.00 payable April 30
- C. The City shall pay the initial first cost of any uniform, duty belt, accessory or weapon change such as style, make or color as ordered by the Chief of Police or Mayor. Thereafter, the member shall maintain his uniforms. The City shall set the standards for uniforms and firearms.
- D. The City will adequately equip the cruisers and work areas with protective gloves and CPR masks to prevent unnecessary exposure to contagious or communicable diseases.
- E. In the event of damage to prescription eye glasses (including frames), contact lenses, dentures and other oral appliance, which damage occurs in the active discharge of an employee's duties, the Employer shall pay the difference, if any,

between the amount of reimbursement from Workers' Compensation or other insurance and the actual cost of repair or replacement.

- F. With the exception of firearms, the member shall be responsible for the maintenance and replacement of all uniform items. These items include body armor, duty belt, cold weather gear, footwear, accessories and uniform items.

## ARTICLE 23: HOSPITALIZATION

Hospitalization.

- A. Effective with the signing this agreement, all bargaining unit members will be responsible for 7.5 % of the premium for either a single or family hospitalization plan of his/her choice offered by the City, the City of Ironton will pay the remaining 92.5% of the premium.

Effective April 1, 2015, all bargaining unit members will be responsible for 10% of the premium for either a single or family hospitalization plan of his/her choice offered by the City, the City of Ironton will pay the remaining 90% of the premium.

Article 23 shall be included in the automatic reopener on Feb. 1, 2016.

- B. The City shall continue to try to make available to non-retired Bargaining Unit members and their eligible dependents substantially similar group health and hospitalization insurance coverage and benefits as existed in the City's conventional insurance plan immediately prior to the signing of this Agreement. The City reserves the right to change or provide alternate insurance carriers, health maintenance organizations, or benefit levels or to self-insure as it deem appropriate for any form or portion of insurance coverage referred to in this Article, so long as the new coverage and benefits are substantially similar to the conventional insurance which predated this Agreement. The City will not be responsible for changes unilaterally imposed by an insurance provider in benefits, co-payment provisions or deductibles so long as the City uses its best efforts to minimize changes by incumbent insurance providers from one plan year to another.
- C. The City reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar to the conventional insurance coverage in effect immediately prior to this Agreement. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider provisions, prohibition on

weekend admissions except in emergency situations, and mandatory outpatient elective surgery for certain designated surgical procedures.

- D. The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the City, Bargaining Unit member or beneficiary of any Bargaining Unit member.
- E. Bargaining Unit members who work five (5) days in a month will have these monthly premiums paid. Any employee who does not perform work on five (5) days in a month may continue coverage of these plans by directly paying the full cost of the premiums due to the Finance Director.
- F. At the time of open enrollment for health care selection, the Employer will allow up to five (5) employees to opt-out of the Employer's Health Care Plan. Re-enrollment into an available plan, at any time other than the regular enrollment period, shall only be allowed upon loss of alternative coverage and shall be at earliest date possible permitted by the carrier. Any employee who opts out of the Employer's plan will be eligible to receive \$2000.00 in any year in which they opted out under this section. Such payment shall be made twice a year, by separate check, following the period of time during which the employee waived coverage. Opt out payment shall be made on the first pay period of June and December of each year.
- G. The City of Ironton agrees to facilitate the members of the FOP joining the AFSCME Care Plan that will cover Vision 1 , Dental 2A, Life Insurance, Prescription Buyback, Hearing aid, and Legal benefits. The City will pay the full amount for these services. The Current amount for these services is \$68.75.

#### ARTICLE 24: DRUG TESTING

- A. Alcoholism and drug abuse or addiction recognized by the parties as interfering with the Employer's services and as posing a danger to the public's health and safety as well as that of the employees. It is recognized that the Employer and the employees have the right to insist on an alcohol and drug-

free environment and to be free from direction by any individual where probable cause exists to believe that individual to be under the influence of alcohol or drugs. The parties agree to cooperate in encouraging employees afflicted with alcoholism or drug addiction to undergo a coordinated rehabilitation program.

- B. Appropriate management or supervisory personnel may order any employee of the Department to undergo a drug or alcohol screening test whenever there is probable cause to believe an employee has used or is under the influence of illicit drugs, alcohol or controlled substances while on the job. Such tests will be conducted at a state approved facility.

Random Drug Testing: Per Section 4:17 E of the City Policy, all full-time employees will be subject to a quarterly random drug screening. An independent organization will implement and perform all screenings. It is understood that the OLBH currently has a program called Random Ware" which selects which employees will be screened and that the practice of the City having no input into who is selected shall continue.

Post Accident Testing Section 4.17G: It is understood that the requirements of this section shall not apply in the following situations. When the injury to an officer and/or another person is caused by the actions of another perceived to be committing an illegal act. An automobile accident caused by an individual attempting to evade an officer or flee after the commission of a crime.

- C. If the tests are positive, indicating that the employee has used illicit drugs, alcohol or controlled substances, the Employer will order the employee to undergo a confirmatory test at a different laboratory or medical facility which is qualified to conduct such tests. A positive result from an alcohol test means a level of impairment, .010 percent, as outlined under O.R.C 4511.19(3). The Employer may suspend the employee without a loss of pay before the time confirmatory test results are complete.
- D. If the screening test and confirmatory test are positive, the Employer may discipline the employee unless the employee enrolls in a rehabilitation or detoxification program. Such discipline must be absolutely uniform in its application. It is understood that Article 17 (Corrective Action) shall apply as it pertains to the policy.

An employee who notifies the Employer that his is an alcoholic or a drug addict may be required to participate in a rehabilitation or detoxification program. An employee participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, personal days or compensatory time while he participates in such rehabilitation or detoxification

program. If no such leave credits are available, such employee will be placed on a leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, if a retest demonstrates that the employee is no longer abusing alcohol or drugs, the employee shall return to his position. Such employee may be subject to periodic retesting for drugs or alcohol upon his return to his position for a period of one (1) year.

E. If the employee:

1. refuses to take a screening or confirmatory test or to undergo rehabilitation or detoxification;
2. fails to complete a program or rehabilitation or detoxification; or
3. tests positive at any time, within one (1) year after his return to work upon completion of a program of rehabilitation or detoxification, such employee shall be subject to disciplinary action up to and including discharge.

F. All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with state and federal law.

G. The Employer shall pay for drug and alcohol screening and confirmatory tests as well as for costs of a rehabilitation or detoxification program, which exceed the amount paid by insurance.

H. The employer shall use the drug testing procedure in good faith. It shall not be used as a method to harass employees.

#### ARTICLE 25: OUTSIDE EMPLOYMENT

A. Bargaining Unit members shall not be employed by employers other than the City of Ironton Police Department, nor shall they contract for or accept anything of value in return for services that are law enforcement-related without the written approval of the Chief of Police and the Mayor. Bargaining Unit members may hold outside jobs, including self-employment, which will not:

1. result in a conflict of interest;
2. result in work for the City;
3. result in outside work during the employee's scheduled working hours;

4. involve the use of City equipment or supplies; or
5. infringe on their ability to fully perform their job duties for the City.

#### ARTICLE 26: PERSONALLY OWNED HANDGUNS

- A. Bargaining Unit members must carry department issued handgun which is currently, the Glock 40 cal.. The carrying of a personally owned handgun off duty or as a secondary duty weapon will be strictly optional.
- B. The City will furnish all duty ammunition and ammunition for the yearly departmental firearms qualification. The previous years handgun and shotgun ammunition will be used during the yearly firearms qualification resulting in the issue of new duty ammunition after the qualification.
- C. A Bargaining Unit members who elects to carry a personally owned handgun will be required to meet the certification requirements set by standards required by the Ohio Peace Officer Academy.
- D. Employees who successfully complete the yearly departmental firearms qualification (for duty weapons) as set forth by the Ohio Police Officer Training Academy shall receive a Firearms Proficiency Incentive. Employees shall receive three-hundred (\$300) dollars in a separate check issued the first pay period in October of each year.

#### ARTICLE 27: NO STRIKE/NO LOCKOUT

- A. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any job action, defined to include but not be limited to, any strike, work stoppage, slowdown, picketing, interruption of operations by the employees, absence from work upon any pretext or excuse, such as illness which is not founded in fact, or other action or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the City of Ironton by the Union or by its members, officers or agents during the term of this Agreement, including compliance , with the request of other labor organizations to engage in such activity. When the Employer notifies the Union that any of its members are engaged in any such strike activity as outlined above, the Union shall immediately notify its members that a violation is in progress, and such notice shall instruct Bargaining Union members to return to work.

- B. It is specifically understood and agreed that the Employer, during the time of any job action shall have the whole and complete right of discipline, including discharge, of such employees engaging in any job action as described in Section A.
- C. The Employer agrees that it will not engage in any lockout of its employees, which shall be defined as not permitting employees to report to work or to complete their regular workday.

#### ARTICLE 28: SOLE RECOURSE

- A. This Agreement will be the sole recourse available to employees represented by the Union accordingly under Ohio Revised Code Section 4117.10(A).
- B. This Agreement supersedes all other agreements, clauses and memorandums between the City of Ironton and employees in the Bargaining Unit and, unless made a written part of this Agreement, shall be considered null and void on the effective date of this Agreement.

#### ARTICLE 29: TRAINING AND RETRAINING

- A. When a Bargaining Unit members is called out by the Department for training, retraining or certification (i.e., breathalyzer, fingerprinting), he shall be compensated at the rate of one-half his regular day's pay for zero to four hours, and a full day's pay at his regular rate of pay for any time from four to eight hours.
- B. Fair Labor Standards Act (FLSA) applies for training assignments that are madatory and the City will pay overtime in accordance with FLSA provisions. When training is voluntary, paragraph A applies.

#### ARTICLE 30: SEVERABILITY

- A. It is the intent of the City and the Union that this Agreement comply, in every respect, with applicable law and should a court of recognized jurisdiction determine that a provision of this Agreement is illegal, that such provision shall be automatically terminated. The remainder of this Agreement shall continue in full force and effect. In the event that a provision is determined to be unlawful, the Mayor or his designated representative and the Union shall meet within ten (10) calendar days for the purpose of negotiating a lawful alternative provision. This meeting cannot be used for any purpose other than negotiating on the unlawful Article or clause.

ARTICLE 31: OTHER ORGANIZATIONS

- A. The City will not contract with any other group, agency or organization for the purpose of providing police service to the City of Ironton for the duration of the Agreement.
- B. The Chief of Police, Mayor, or members of Council will not solicit proposals or research a plan to contract with any other law enforcement agency to provide police services to the City of Ironton for the duration of this Agreement.
- C. The Chief of Police, Mayor or any other authorized agent will not initiate, encourage, sponsor or recognize any individual or group of individuals, without limitation, whose activities are similar to or the same as the duties performed by members of this Bargaining Unit.

ARTICLE 32: PATROLMAN AS SHIFT COMMANDER

- A. A member of the Bargaining Unit who is required to assume the position of supervisor in charge of a shift shall be paid at a rate equal to that of a Sergeant's rate only under the following conditions and in the following circumstances.
  - 1. That there are no supervisory personnel (Chief, Captain, Lieutenant, Sergeant) on duty during that period of time.
  - 2. That such member of the Bargaining Unit acts in that capacity for one (1) eight (8) hour period in a calendar week.
  - 3. That in the event such member of the Bargaining Unit does so act for the length of time, he shall be paid at a rate equal to that of a Sergeant's rate during the entire period he so acted.
  - 4. It is understood that members will not receive supervisor in charge rate during voluntary trade days.

ARTICLE 33: PHYSICAL FITNESS INCENTIVE

- A. In an effort to maintain good physical fitness among members of the Ironton Police Department, the City agrees to administer yearly physical fitness testing. Bargaining Unit members, on a voluntary basis may take the test and if successfully completed will receive a monetary incentive.
- B. During the month of September of each year, the Chief of Police or his designee will administer the testing as set forth in the Ohio Police Officer Training Academy

physical fitness standards.

- C. Employees who successfully complete the testing shall receive \$800.00 in a separate check issued the first pay period in October.

#### ARTICLE 34: EXPENSES

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

##### TRAVEL

- A. By City vehicle - actual expense upon presentation of receipts.
- B. By employee private vehicle - current IRS standard.
- C. By commercial carrier (airline, train, bus, taxi) actual costs of fare upon presentation of receipts and with prior approval of Employer.
- D. Tools and parking - actual costs upon presentation of receipts.

##### HOTEL/MOTEL

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

##### MEALS

When on authorized out-of-county official business for one (1) full shift or more, reasonable up to a maximum of \$18.00 per day, or current City standard if more than eighteen dollars per day.

##### OVERTIME MEAL TICKETS

For every consecutive four hours over-time worked, bargaining unit members shall receive a six (\$6.00) dollar allotment for meals.

#### ARTICLE 35: INJURY LEAVE

- A. In the event of a service-connected injury or a occupational illness incurred in the active discharge of duty, which illness or injury is not the result of "horseplay", self-infliction, or negligence by the employee, the Employer shall grant the employee, beginning on the end of the fifth (5th) day of absence,

full pay for a period not to exceed ninety (90) work days. Extensions of injury leave may be granted at the discretion of the Employer upon request for an extension from the employee. The first 3 days shall be deducted from the employee's accumulated sick time, and such time shall not be considered part of the accumulated injury leave.

- B. Any employee claiming a service-connected illness or injury under this Article shall file an injury claim with the Ohio Bureau of Workers' Compensation, the employee shall remit to the Employer all income benefits paid by Workers' Compensation for the period during which the employee received full pay from the Employer.
- C. It is understood and agreed that the Employer's obligation under this Article is only for the difference between the employee's regular rate of pay and the amount of income benefits to the employee from Workers' Compensation, and is not in lieu of Workers' Compensation.
- D. An employee partially disabled who is eligible for injury leave under this Article, may at the Employer's sole discretion, be required limited duty work, Subject to the limitations set and approved by the employee's physician.

#### ARTICLE 36: SICK LEAVE INCENTIVE

- A. Effective April 1, 2008 employees shall receive the following incentive for zero use of sick leave.
- B. Employees will receive seventy-five dollars (\$75) for each full quarter year with zero usage. Quarters shall be considered as January through March, April through June, July through September and October through December.

In addition to the quarterly bonus, a five hundred dollar bonus shall be paid for zero use of sick leave during the calander year January through December. January 1, 2009 shall be considered the starting point for the yearly bonus.

- C. All bonuses shall be paid by seperate check on the second pay period in January of each year.
- D. It is understood that the use of any sick leave for a work related injury shall not count against the employee for the purpose of receiving sick leave incentive.

ARTICLE 37: RETIREMENT OF EMPLOYEES

- A. Full-time employees who are approved for or receiving benefits from the Ohio Police and Fire Pension Fund shall be considered retired for the purposes of this article.
- B. A member who retires (for reasons other than psychological or mental disability) shall be permitted to purchase his/her service weapon for the price of one dollar (\$1.00).
- C. A member who retires from active duty shall be permitted to keep his department identification card. The employer may stamp "RETIRED" on the identification card to show that the member is no longer employed by the agency or the employer may issue a new identification card that identifies the member as retired.

Appendix A

**Agreement on Wages**

ARTICLE 21: WAGES

A. Members of the Bargaining Unit will receive the following wage increases:

Effective 04/01/2014, all members of the bargaining unit shall receive a 2.5% pay increase.

Effective 04/01/2015, all members of the bargaining unit shall receive a 2.5 % pay increase.

On or around February 1, 2016, there will be an automatic re-opener of Article 21 and Article 23.

B. The following scale shall be in effect for members of the Bargaining Unit:

Rank Service	4/1/2014	Pension Rollover	04/01/2015	04/01/2016
Probationary Officer	\$15.94	\$16.26	\$16.67	Re-opener
At 12 months of Service	\$16.37	\$16.70	\$17.12	Re-opener
At 21 months of Service	\$16.81	\$17.15	\$17.58	Re-opener
At 30 months of Service	\$17.25	\$17.60	\$18.04	Re-opener
Sergeant	\$17.97	\$18.33	\$18.79	Re-opener
Captain	\$18.71	\$19.08	\$19.56	Re-opener

The City and the FOP hereby agree that the back pay for wages shall not include the 2% increase for the elimination of the pension pickup. Back pay shall be for the 2.5% wage increase.

ARTICLE 38: DURATION *Agreed to Language*

- A. This Agreement constitutes the entire contract between the City and the Union and settles all demands and issues with respect to all matters subject collective bargaining. Therefore, the City and the Union, for the duration of this Agreement, waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter.
- B. This Agreement shall become effective as of April 1, ~~2011-2014~~, except as otherwise indicated herein, and shall remain in effect up to and including March 31, and shall automatically renew itself from year to year thereafter, unless written notice to terminate or amend this Agreement is given by either party to the other at least sixty (60) days prior to March 31, ~~2014~~ 2017, or prior to the date of expiration of any annual renewal thereof.
- C. If notice of termination shall be given, negotiations for a new Agreement shall take place during the sixty (60) days prior to the expiration of this Agreement.

Signed this 25<sup>th</sup> day of September, 2014.

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

Jason B. Hedrick  
Jason B. Hedrick, Staff Representative  
FOP/OLC, Inc.

Pamela Wagner  
FOP Associate, Pamela Wagner

Joseph A. Ross  
FOP Associate, Joe Ross

Brian Pauley  
FOP Associate

FOR THE CITY OF IRONTON, OHIO:

Rich Blankenship  
Rich Blankenship, Mayor of Ironton

Mark McCown  
Mark McCown Esq. Legal Council

FOR CITY COUNCIL, IRONTON, OHIO

Kevin J. Wald