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# AGREEMENT BETWEEN

**THE CITY OF HUBER HEIGHTS, OHIO**

AND



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

**RECORDS TECHS/SECRETARIES**

**Effective June 28, 2014 through December 31, 2016**

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## **ARTICLE 1 AGREEMENT**

### **Section 1.1. Agreement**

This Agreement, is by and between the City of Huber Heights, Ohio, hereinafter referred to as the “City” or “Employer” and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the “Labor Council,” or “Union”.

This Agreement shall replace any existing Collective Bargaining Agreements between the parties.

### **Section 1.2. Purpose**

The purpose of this Agreement is:

A. To comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth the full and complete understandings and agreements between the parties.

### **Section 1.3. 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 parties to this Agreement.

### **Section 1.4. Savings Clause**

This Agreement supersedes and replaces all pertinent statutes, ordinances, resolutions, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. Should any portion of this Agreement contained herein be declared invalid by operation of law or by a court of competent jurisdiction, such invalidation of said part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In addition, within thirty (30) calendar days following the effective date of such declaration of invalidity, the parties shall meet in good faith negotiations to attempt to modify such provision to comply with applicable law.

### **Section 1.5. Waiver in Case of Emergency**

In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Montgomery County Sheriff, the City Manager of Huber Heights, or any other authorized governmental official, for acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

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

### **Section 1.6. Waiver of Bargaining**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties agree that for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. With respect to any subject or matter not referred to or covered in this Agreement, the provisions of applicable law shall apply.

## **ARTICLE 2 RECOGNITION**

### **Section 2.1. Recognition**

The Employer recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. as the sole and exclusive bargaining representative with respect to wages, hours, and other terms and conditions of employment for all full-time employees that were certified by the State Employment Relations Board on March 25, 1999 in Case No. 98-REP-12-0295, in the following unit:

- Included: All Full-time Clerks/Secretaries employed by the Police Department, City of Huber Heights, Ohio.
- Excluded: Chief of Police, Sergeants and above, Police Officers, Dispatchers, Chief's Secretary, and all other employees.

### **Section 2.2. Other Positions**

Any new, full-time clerk/secretary position within the department shall be subject to challenge by the Union to the State Employment Relations Board, for inclusion or exclusion as bargaining unit members, pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

## **ARTICLE 3 LABOR COUNCIL SECURITY**

### **Section 3.1. Dues Deductions**

The Labor Council will notify the City in writing of the dues it charges and its current membership, and will update this information as needed to be accurate. One (1) month's advance notice must be given to the City prior to making any changes in the rate. The City will withhold the Labor Council membership dues of any Labor Council

member from the available wages earned by such Labor Council member each pay period, and transmit the same to the Labor Council, 222 East Town Street, Columbus, Ohio, 43215, within thirty (30) days after the last deduction for the month, upon presentation of written authorization from the Labor Council member. No other employee organization's dues shall be deducted from the pay of any bargaining unit member during the life of this Agreement.

### **Section 3.2. Indemnification**

The Labor Council shall indemnify and save the City harmless against any and all claims that shall arise out of or by reason of action taken by the City in reliance upon the Authorization for Dues Deduction.

### **Section 3.3. Labor Council Membership**

It shall not be a condition of employment for any employee to either acquire or maintain membership in the Labor Council. Any employee who is a member of the Labor Council may withdraw authorization for dues deduction by the City by directing a request in writing to the City Finance Director with a copy to the Labor Council, 222 East Town Street, Columbus, Ohio, 43215.

Dues deductions shall cease upon the happening of any of the following events:

- A. Resignation or discharge of the employee;
- B. Transfer of the employee from the bargaining unit; or
- C. Revocation of the dues deduction authorization.

### **Section 3.4. Fair Share Fee**

All bargaining unit members who are not members of the Labor Council shall pay the Labor Council, through payroll deduction, a fair share fee as provided for and determined by the provisions of Section 4117.09(C) of the Ohio Revised Code. The fair share fee is automatic and does not require any employee to become or remain a member of the Labor Council, nor shall the fair share fee exceed the dues paid by members of the Labor Council. The Labor Council will certify to the City the amount of the fair share fee. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of the cost of collective bargaining, contract administration and pursuing matters directly affecting wages, hours and other terms and conditions of employment of bargaining unit employees. The City shall implement the fair share deductions subject to the provisions of this section. The Labor Council represents to the City that it has in place a rebate and challenge procedure which complies with Section 4117.09(C) of the Ohio Revised Code, federal law, and any judicial decisions interpreting such laws. The Labor Council agrees to abide by all rules and decisions of the State Employment Relations Board or the courts in regard to the fair share fee deductions.

Bargaining unit 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 Labor Council shall indemnify and save the City harmless against any and all claims that shall arise out of or by reason of action taken by the City pursuant to the fair share fee provision of this Agreement.

### **Section 3.5. Bulletin Boards**

- A. Bulletin boards as presently provided, and as may be installed in the future by the City, may be used by the Labor Council for posting notices of the following types:
1. Recreational and social events.
  2. Elections and election results.
  3. General membership meetings and other related business meetings.
  4. General Labor Council business of interest to members.
- B. The Labor Council agrees that no notices will be placed on the bulletin boards which contain:
1. Personal attacks upon any City employee.
  2. Scandalous, scurrilous or derogatory attacks upon management.
  3. Attacks on any other employee organization.
  4. Any obscene or ethnic material.
  5. Any political material containing partisan or non-partisan issues.
- C. Notices may be reviewed by the Chief of Police and any bulletins or notices considered inflammatory, political or devoted to Labor Council organizing and pending grievances will not be permitted on any City bulletin boards, nor will they be permitted to be displayed in City offices, facilities, equipment, etc. If such inflammatory, political or organizing notices appear on said bulletin boards, they shall be removed by management.

### **Section 3.6. Use of Division Mail System**

The Labor Council will be permitted to utilize, at no cost or loss of time to the City (including no use of City materials and equipment), the Division Mail System for the purpose of providing information pertaining to Labor Council business to bargaining unit employees. The Labor Council agrees that the use of the mail system will be reasonable and limited to providing information that is necessary for the normal conduct of Labor Council business or bargaining unit representation.

### **Section 3.7. Place for Meetings**

Meetings of the Committees of the Labor Council 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. The Labor Council will follow City guidelines in scheduling City facilities for Labor Council meetings.

## **ARTICLE 4 MANAGEMENT RIGHTS**

### **Section 4.1. Management Rights**

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, all of its common law rights to manage the business as such rights existed prior to the execution of this Agreement. The sole and exclusive rights of management which are not abridged by this Agreement shall include (by way of example and not by way of limitation) the right:

- A. to establish new jobs, eliminate old jobs and increase or decrease the number of jobs;
- B. to establish or continue policies, practices and procedures for the conduct of the business and, from time to time, to change or abolish such policies, practices or procedures; the right to determine and, from time to time re-determine the number, location, relocation and types of its operations, methods, processes and materials to be employed;
- C. to discontinue processes or operations or to discontinue their performance by employees of the Employer;
- D. to determine the number of hours per day or week operations shall be carried on;
- E. to select and to determine the number and classifications of employees required;
- F. to assign work to such employees in accordance with the work schedules and assignments; to transfer, promote or demote employees or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons;
- G. to establish and enforce reasonable rules for the maintenance of discipline;
- H. to establish and enforce work loads and work standards for efficient operation;
- I. to suspend, discharge or otherwise discipline employees for cause and to take such measures as Management may determine to be necessary for the orderly, efficient and profitable operation of the business.

### **Section 4.2. Non-Waiver of Rights**

This listing of specific rights in this Agreement is not intended to be, nor shall be, restrictive of or a waiver of any of the rights of management not listed and specifically surrendered herein.

### **Section 4.3. Labor Council Cooperation**

The Union, on behalf of the employees, agrees to cooperate with the Employer to attain and maintain full efficiency.

## **ARTICLE 5 NON-DISCRIMINATION**

### **Section 5.1. Equal Application**

The provisions of this Agreement shall be applied equally to employees without discrimination which would violate applicable laws because of age, sex, race, color, national origin, religion, or disability. The Labor Council and the City shall share the responsibility for implementing this section of the Agreement.

### **Section 5.2. Union Membership Non-Discrimination**

There shall be no discrimination by the City or the Labor Council against any employee on the basis of such employee's membership or non-membership in the Labor Council.

### **Section 5.3. Gender**

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

## **ARTICLE 6 LABOR COUNCIL BUSINESS**

### **Section 6.1. Representation**

The Labor Council may select one (1) Representative and one (1) alternate Representative to act in the absence of the Representative. The Labor Council shall notify the City in writing of the names of the representatives and will promptly update such names as necessary to be accurate. Only those Representatives listed by the Labor Council in writing will be permitted to conduct business on behalf of the Labor Council.

### **Section 6.2. Grievance Investigations**

The Labor Council Representative may investigate grievances as defined herein and formal disciplinary action, once it has been issued by the City. To the extent practicable, such investigation will be conducted so as not to interfere with normal duty hours of the Labor Council Representative or any other bargaining unit member. With the prior permission of the Chief of Police or designee, the Labor Council Representative may be allowed reasonable time without loss of pay for such investigation. Permission will not be unreasonably denied.

### **Section 6.3. Negotiations**

The number of employees attending negotiations will not exceed two (2). If an employee is on duty at the time the employee is attending the negotiating session, the employee shall be paid. If the employee is not on duty at the time, no compensation will be paid.

### **Section 6.4. Local Labor Council Meetings**

Unless otherwise authorized by the Chief of Police, all local Labor Council meetings shall be conducted by employees outside of working hours. Any absence from duty under this section shall be cleared in advance with the Chief of Police. The Labor Council will follow City guidelines in scheduling City facilities for Labor Council meetings.

### **Section 6.5. Off-Site Release Time**

As a condition for the use of off-site release time under this Article for Labor Council conventions and seminars, the employee representative shall provide a written request to the Chief of Police at least thirty (30) days in advance of the date upon which the Representative desires to utilize any release time. Such release time shall be limited to no more than sixteen (16) hours of accrued vacation, personal time, etc. per year. Such permission in regard to Labor Council conventions and seminars will not be denied unless the Chief determines such release time would unduly compromise the normal operations of the Police Division.

### **Section 6.6. Labor Council Staff Representative**

The Staff Representative may consult with employees before the start of or at the completion of the day's work. Such Representative shall be permitted in the assembly area at all reasonable times only for the purpose of adjusting grievances, assisting in the settlement of disputes, and for the purpose of carrying into effect the provisions and aims of this Agreement. However, the Representative must notify management when such representative will be present in the assembly area. The Staff Representative shall not disrupt the normal operation of the police department.

## **ARTICLE 7 LABOR-MANAGEMENT COMMITTEE**

### **Section 7.1. Committee**

In the interest of sound labor-management relations, the City and the Labor Council shall establish a Labor-Management Committee, which shall consist of two (2) members from the bargaining unit and two (2) members appointed by the City. Each member shall serve at the pleasure of the appointing party, and may be replaced from time to time. The Committee shall establish its own rules of procedure and shall meet from time to time to discuss and investigate issues of mutual concern. Additionally, one (1) non-employee

representative of the Labor Council and/or the City shall be permitted to attend such meetings with prior notification to the other party.

**Section 7.2. Agenda**

The party requesting the meeting shall furnish an agenda with the request for the meeting. The Labor Council will furnish the names of the employees who will be attending.

**Section 7.3. Meetings/Attendance**

The time, date and location of meetings shall be mutually agreed upon by the City and the Labor Council. Employee representatives attending Labor-Management meetings shall not suffer a loss in pay for hours spent in such meetings, if held during the employee's regular scheduled hours of work. Meetings may be rescheduled to avoid shift coverage on an overtime basis.

**ARTICLE 8  
GRIEVANCE PROCEDURE**

**Section 8.1. Grievance Defined**

**A. Grievance**

A grievance is defined as being any dispute or controversy between an employee or the Labor Council and the City involving:

1. The interpretation, application, or claimed violation of any of the provisions of this Agreement.
2. The discipline of any bargaining unit member; or
3. The effect and/or reasonableness of application of any work rule established and enforced by the City.

**B. Group Grievance**

A group grievance is a grievance as defined in Paragraph A above which uniformly affects a group of employees. The group will be comprised of those bargaining unit members who sign the grievance when it is first presented in writing.

**Section 8.2. Jurisdiction**

Nothing in this section is intended to deny a bargaining unit member or the Labor Council any rights available at law to achieve redress of their legal rights. However, once the bargaining unit member or the Labor Council elects a remedy through some other official body (and that body takes jurisdiction), they are thereafter denied the remedy of the Grievance Procedure provided herein. However, to the extent a grievable grievance matter is or can be made the subject of a related SERB unfair labor practice charge, the

parties agree that deferral to arbitration will in all cases be the preferred remedy in that the resolution of the matter through arbitration will serve as the sole exclusive remedy.

### **Section 8.3. Procedure**

All employees will make an earnest and honest effort to settle differences and disputes with their immediate supervisor without filing a grievance. In the event that an agreement cannot be reached, then the following steps shall be taken with respect to any grievance. Grievances will be settled at the earliest possible step of the procedure. Any grievance not initiated or taken to the next step within the time limits specified herein will be considered to be resolved. Any answer to a grievance that has not been timely filed shall permit the Labor Council to appeal the grievance to the next higher step in the grievance process.

Time limits for invoking the next higher step in the grievance procedure shall commence on the date the grievance answer is due. The bargaining unit member must proceed through all steps of the grievance procedure in a proper order and within the prescribed time limits, except a grievance for discipline involving lost time or money shall be submitted directly to Step Three. A grievant may have a Labor Council representative, or may waive the right to have one present at any step of the procedure.

### **Grievance Procedure Steps**

#### **Informal: Supervisor**

An employee having an individual grievance will first attempt to resolve it informally with the supervisor whose actions gave rise to the incident. Such attempt at informal resolution shall be made by the employee with or without Labor Council representation, within seven (7) days following the events or circumstances giving rise to the grievance having occurred, or within seven (7) days of when the events or circumstances should have become known to the employee. At this step, there is no requirement that the grievance be submitted in writing. If a supervisor grants a grievance at verbal levels, written acknowledgment of granting such grievance must be furnished. If the employee is not satisfied with the oral response from the supervisor, which shall be given within three (3) days of the submission of the grievance at this step, the formal steps which follow may be pursued.

#### **Step One: Immediate Supervisor**

The aggrieved bargaining unit member shall reduce the grievance to writing and present it to the immediate supervisor, on forms supplied by the Labor Council, within four (4) days following the reply at the Informal Step. The immediate supervisor shall reply in writing to the grievant by the end of the third (3rd) day after receiving same. If the bargaining unit member is not satisfied with the written answer of the immediate supervisor, the grievance may be referred to Step Two of the grievance procedure within five (5) days after receipt of the decision rendered in Step One.

**Step Two: Chief of Police**

The grievance shall be referred in writing to the Chief of Police, or the Chief's designee who will reply in writing within seven (7) days. If the bargaining unit member is not satisfied with the written answer of the Chief of Police, the grievance may be referred to Step Three of the grievance procedure within five (5) days after receipt of the decision rendered in Step Two.

**Step Three: City Manager**

If the grievance is not resolved in Step Two, it may then be appealed by the employee to a hearing between the City Manager or the City Manager's designated representative and the aggrieved. Within seven (7) work days, a mutually agreeable date shall be scheduled for said hearing. The City Manager (or designated representative) will answer the grievance within seven (7) work days after the hearing has concluded. If the City fails to reply within the above time limit, the grievance may be referred to the next step by the Labor Council within seven (7) work days.

**Step Four: Arbitration**

If the grievance is not satisfactorily resolved at Step Three, the grievance may be appealed by the Labor Council to arbitration pursuant to the terms of this Step Four. Grievances involving the equivalent of verbal and written reprimands may be grieved up to the City Manager, but are not subject to the arbitration procedure.

A. Notice of the appeal to arbitration must be served on the City Manager in writing within twenty-one (21) days after the written answer was given at Step Three. Either party, within ten (10) days thereafter, may request a panel of arbitrators from the Federal Mediation and Conciliation Service (FMCS), or other similar service. The parties shall alternately strike the names of arbitrators until only one (1) name remains. Each party has the right to reject one submitted panel and request another. The parties may, by mutual agreement, select an arbitrator without requesting a panel from the FMCS or other similar service. A date for arbitration shall be set in accordance with the wishes of the parties and the availability of the arbitrator.

B. The Arbitrator shall have no authority to add to, subtract from, modify or amend any of the terms of this Agreement or addendum to this Agreement. The Arbitrator shall have no authority to rule on anything that happened before the effective date of this Agreement, or after the expiration of this Agreement. The Arbitrator shall promptly hear the matter and shall issue a decision within sixty (60) days from the close of the hearing or the submission of post-hearing briefs, whichever is later, unless the parties grant additional time.

C. The decision of the Arbitrator shall be final and binding on the City, the Labor Council, and all persons, subject to appeal as provided by law.

D. The City and the Labor Council shall each bear its own expenses in any

arbitration. The expenses of the arbitrator shall be shared equally by the parties.

#### **Section 8.4. Extensions of Time**

Upon the mutual agreement of the parties expressed in writing, the time limits set forth in this Article may be extended or the steps herein waived. All time periods cited in this article shall be interpreted to exclude Saturdays, Sundays, and legal holidays. "Days" as listed in this procedure shall be working days for the moving person at each step.

#### **Section 8.5. Content of Grievances**

All written grievances must contain the following information to be considered.

- A. Aggrieved employee's name and signature.
- B. Date grievance was first discussed and name of the supervisor with whom the grievance was discussed.
- C. Date grievance was filed in writing.
- D. Date and time grievance occurred.
- E. Location where the grievance occurred.
- F. A brief description of the incident giving rise to the grievance.
- G. Desired remedy to resolve the grievance.

## **ARTICLE 9 INVESTIGATIONS, INTERVIEWS AND DISCIPLINE**

#### **Section 9.1. Purpose**

The purpose of this procedure is to outline the process to be followed in the handling of an investigation dealing with complaints or misconduct by employees of the Police Division.

#### **Section 9.2 Police Investigations Procedures**

The City will use the existing chain of command structure to clarify complaints or allegations regarding members of the Police Division. In general, unless a special Grand Jury has been convened, the Police Division will be used to investigate complaints or allegations against employees unless the Chief defers to other qualified law enforcement agencies. Any criminal investigation will first be prefaced by a review of the complaint or allegation by the Chief of Police.

### **Section 9.3. Internal Investigations**

A. The employee shall be informed of the nature of the investigation prior to questioning and shall be informed, to the extent known at that time, whether the investigation is focused on the member for potential disciplinary charges.

B. When the City orders an employee to provide information in an investigation, such information may not be used in any criminal proceedings against the employee. Such information may be used by the City in taking action and in defending such action with respect to discharge or discipline of the employee.

C. An employee may be required, at City expense, to undergo alcohol and/or substance abuse testing in accordance with Article 13 of this Agreement, and/or a fitness for duty evaluation, which may include both physical and mental fitness.

D. The accused employee being interviewed shall not be subject to offensive language or threatened with transfer, dismissal or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.

E. An employee who has been under investigation will be informed of the outcome of the case at the conclusion of the investigation.

### **Section 9.4. Discipline**

A. No employee shall be disciplined, reduced in pay or position, suspended, or discharged, without just cause. Documented warnings and reprimands that do not involve a reduction in pay or position, suspension, or discharge are not appealable to binding arbitration.

B. The principles of progressive disciplinary action normally shall be followed with respect to minor offenses. It shall be corrective and applied in a uniform manner. Normal progressive discipline shall consist of, but not be limited to, a documented verbal warning, written warning, written reprimand, short-term suspension (one (1) to ten (10) days), a long-term suspension, (more than ten (10) days), and discharge. A letter of counseling will be considered pre-disciplinary in nature, and will not be subject to the grievance procedure.

C. The City may take disciplinary action deemed necessary by the circumstances on a case-by-case basis.

D. The City agrees not to suspend without pay, demote or discharge an employee without first conducting a hearing. The hearing will be held among the City, the employee, and a Labor Council representative if the employee so desires. A copy of the charges will be sent to the employee not less than three (3) working days prior to the date of the hearing.

E. In cases where a suspension of ten (10) days or less has been imposed on a

bargaining unit member, the City may offer the member the option to forfeit accrued vacation. If such an offer is made and accepted, the forfeiture shall be one (1) hour of accrued vacation leave for each hour of proposed suspension. The forfeiture of leave shall constitute disciplinary action of record and shall be placed in the employee's personnel file. The forfeiture of leave shall constitute the final resolution of the departmental charges, and once accepted by the bargaining unit member, forfeiture of vacation leave is not subject to further appeal through the grievance procedure or otherwise.

F. No public disclosure shall be initiated by the City of any disciplinary action taken or proposed against a bargaining unit employee unless and until criminal charges have also been filed. Nothing in this section shall preempt and/or violate state or federal law.

## **ARTICLE 10 PERSONNEL RECORDS**

### **Section 10.1. Access to Personnel Records**

Upon written request to the Chief of Police, an employee shall have access to the employee's records during normal office hours of the records custodian. Such access to personnel records shall be within a reasonable time of said request. Such request shall not interfere with the employee's regularly scheduled working hours. Review of the records shall be made in the presence of the Chief or the Chief's designated representative.

### **Section 10.2. Copies of Personnel Records**

An employee may copy documents in that employee's personnel records. The City may, at its discretion, charge reasonable copying cost to the employee for requested copies furnished to the employee.

### **Section 10.3. Clarification/Explanation of Material in Personnel Records**

An employee shall be permitted to insert written clarifications or explanatory memorandums of material found in the employee's personnel file, within five (5) days of the employee's knowledge of such material in the file.

### **Section 10.4. Requests for Release of Personnel Records**

To the extent allowed by state or federal law and by state or federal court decisions, personnel records shall be considered as public records. Whenever a request for disclosure of a personnel record is made by a member of the public, notice of such request and the identity of the requestor, will be given to the affected employee(s). The employee may request a meeting with the keeper of the records to discuss any appropriate reason some records should not be released. In the event that the employee does not believe that some of the records should not be released, it shall be the responsibility of

the employee to notify the Chief of Police or the City Manager of the concern.

#### **Section 10.5. Effect of Disciplinary Action**

##### **A. Oral Reprimands**

Records of oral reprimands shall cease to have force and effect or be considered in future discipline matters six (6) months after their effective date, providing there are no intervening disciplinary actions taken during that time period.

##### **B. Written Reprimands**

Records of written reprimands shall cease to have force and effect or be considered in future disciplinary matters twelve (12) months after their effective date, providing there are no intervening disciplinary actions taken during that time period.

##### **C. Suspension**

Records of suspension shall cease to have force and effect or be considered in future discipline matters thirty-six (36) months after their effective date, providing there are no intervening disciplinary actions taken during that time period.

#### **Section 10.6. Temporary Internal Investigations Files**

The Police Chief or the Chief's designee may generate and maintain temporary files of internal investigations which shall not be subject to review by the employee involved until said investigation has been completed.

### **ARTICLE 11 SENIORITY**

#### **Section 11.1. Definition**

##### **A. City Seniority**

City seniority shall mean an employee's length of continuous service with the City, based on the employee's most recent date of hire with the City. City seniority shall be the basis for such benefits as accumulation of sick leave, vacation, and/or other cumulative monetary fringe benefits based on length of service.

##### **B. Bargaining Unit Seniority**

Bargaining Unit seniority shall mean an employee's length of continuous service in the Bargaining Unit classification based on the original date of appointment in the division.

A bargaining unit employee's City seniority and bargaining unit seniority shall be adjusted to reflect periods of absence due to unpaid leaves of absence or suspension. Employees who are employed on the same date shall be placed on a seniority roster in alphabetical order for surnames unless otherwise specified by the City.

### **Section 11.2. Seniority List**

The Employer will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin board each year or when updated whichever is less. The names of all employees shall be listed on the seniority list in order of their last hiring date, and the date of entry into the department, starting with the senior employee at the top of the list. The City shall furnish a copy of the seniority list to the Labor Council when it is published.

### **Section 11.3. Termination of Seniority**

The following situations constitute breaks in continuous service for which seniority is lost:

- A. Discharge;
- B. Resignation;
- C. Retirement;
- D. Layoff for more than eighteen (18) months or the length of the employee's seniority, whichever is less;
- E. Failure to return to work at the expiration of a leave of absence;
- F. Failure to return to work when recalled from layoff;
- G. Absent without leave for three (3) consecutive working days;
- H. Full-time employment elsewhere without written permission.

## **ARTICLE 12 PROBATIONARY PERIOD**

### **Section 12.1. Probationary Period**

Every newly hired bargaining unit employee will be required to successfully complete a twelve (12) month probationary period from date of hire. If an employee is not in active pay status during any period of time during the probationary period, then the time of such leave or inactive status is not counted as part of the probationary period. For the purpose of extending the probationary period, any leave of less than six (6) workdays will not be

considered. A newly hired probationary employee may be terminated any time during the probationary period and shall have no appeal over such removal to the grievance procedure contained herein or to any branch of the City government.

## **ARTICLE 13 SUBSTANCE TESTING**

### **Section 13.1. Purpose of Policy**

The purpose of this policy is to assure employees are fit for duty and to protect our employees and the public from the risks posed by the use of drugs and alcohol. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with the objective to maintain a drug and alcohol-free workplace. To further our commitment of maintaining a drug and alcohol-free workplace in order to provide a safe work environment for employees and safe service delivery to the public, it is our policy to:

- A. Ensure that employees are not impaired in their ability to perform their work in a safe, productive manner,
- B. Conduct pre-employment, reasonable suspicion, and post-accident drug and alcohol testing, and
- C. Encourage employees to seek professional assistance any time alcohol or drug use adversely affect their ability to perform their work assignments.

### **Section 13.2. Employees Covered**

This policy applies to all employees covered by this agreement.

### **Section 13.3. Prohibited Conduct**

- A. "Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl (rubbing) alcohol. Employees must not consume alcohol:
  - 1. On the job, during hours of work, during city meal periods (paid or unpaid), or during city rest periods, or
  - 2. Up to eight hours following an accident or until the employee undergoes a post-accident test, whichever occurs first.
- B. Alcoholic beverages may be served at City organized and hosted functions only with the express written consent of the City Manager or designee. Employees working at the function are not to consume alcoholic beverages while on duty. Employees in approved social attendance at functions where alcohol is served may consume alcoholic beverages so long as this is done in proper moderation

and with decorum.

- C. "Controlled substance" means those substances identified as such in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) and as further defined by 21 CFR 1300.11 through 1300.15. Employees must not consume any controlled substance without a prescription from a licensed doctor of medicine or osteopathy. This includes: marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine.
- D. Employees must not refuse to take a required drug or alcohol test. Refusal to take a test will be considered a positive test for purposes of this policy.
- E. Employees must not be under the influence of or in possession of alcohol or drugs while on duty and must not carry/store drugs or alcohol in any vehicle in which they are a passenger while on duty.
- F. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the City of Huber Heights workplace. An employee convicted of violating a criminal drug statute in the workplace must notify the Human Resources Director no later than five working days after such conviction. The Human Resources Director will notify the U.S. Department of Commerce of the criminal violation within ten (10) working days.

#### **Section 13.4. Legal Drugs**

The appropriate use of legally prescribed medications and non-prescription medications is not prohibited. Employees are required to notify their supervisor prior to the use of any medication which may adversely affect their ability to perform their job. In such case, the employee may be assigned to perform work that can be safely performed while using such medication or placed on paid sick or other paid or unpaid leave. If reasonable suspicion exists that an employee is under the influence of an illegal substance or alcohol, a reasonable suspicion test will be conducted. This information should be handled in a confidential manner, the same as any other medical information.

#### **Section 13.5. Drug/Alcohol Testing**

The City conducts the following types of drug/alcohol testing to determine if employees are in compliance with this policy and associated rules of conduct: pre-employment, reasonable suspicion, and post-accident. In addition, employees are tested prior to returning to duty after a positive drug or alcohol test and subject to follow-up testing conducted during the course of a rehabilitation program recommended by a substance abuse professional. A Medical Review Officer (MRO) reviews test results and determines which tests are positive and which are negative.

The City shall test for the following drugs: marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine. An initial drug screen is conducted on each specimen. For those specimens that are not negative, a confirmatory gas chromatography/mass

spectrometry (GC/MS) test is performed. The test is considered positive if the amounts present are above the minimum thresholds established in 49 CFR Part 40.

An alcohol concentration of .04 percent or greater is considered a positive alcohol test, and in violation of this policy.

If a drug or alcohol test produces a positive result, the City may take disciplinary action up to and including termination of employment, or may refer the employee to a Substance Abuse Professional (SAP) for evaluation and rehabilitation. Sick leave and/or other paid leave may be used while participating in a rehabilitation program prescribed by the SAP. Otherwise, the employee will be on leave without pay, while it is available, until return to work following a negative alcohol/ drug test and authorization by the SAP.

#### **A. Pre-Employment Testing**

The City of Huber Heights performs drug and alcohol testing on potential employees after a conditional offer of employment.

#### **B. Reasonable Suspicion Testing**

Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

1. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
2. A pattern of abnormal conduct or erratic behavior;
3. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking. The employee is responsible for notifying the City, within five working days, of any drug-related conviction;
4. Information provided by reliable and/or credible sources or independently corroborated regarding an employee's substance abuse;
5. Evidence that an employee had tampered with a previous drug test, and
6. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

The City representative must make a written record of the observations leading to a drug or alcohol test within twenty-four (24) hours of the observed behavior or before the test results are reported, whichever is earlier.

Any employee who demonstrates job performance impairments consistent with reasonable suspicion characteristics shall be relieved of duty with pay pending an investigation and testing of condition. In such case the employee shall be transported by City personnel to the sample collection location and to his/her home. Employees with a negative drug test and/or alcohol test below 0.04 will be returned to duty if not otherwise in violation of this policy.

Testing under this section may be for drugs or alcohol or both.

### **C. Post-Accident Testing**

Post-accident testing will be conducted on employees whenever an accident occurs, regardless of whether there is an injury. An "accident" is an unplanned, unexpected or unintended event that occurs on City property, during the conduct of City business, during work hours, or which involves a City motor vehicle or motor vehicles used in conducting City business, or is within the scope of employment, and which results in any of the following:

1. A fatality of anyone involved in the accident; or
2. Bodily injury to the employee and/or another person that requires off-site medical attention away from the City's place of employment; or
3. Vehicular damage in apparent excess of \$500, or
4. Non-vehicular damage in apparent excess of \$500.

When such an accident results in one of the situations above, any employee who may have contributed to the accident will be tested for drugs or alcohol use or both.

### **D. Drug/Alcohol Testing After an Accident**

Urine specimen collection (for drugs) or breath/saliva collection (for alcohol) is to occur as quickly as possible after a need to test has been determined. At no time will a urine specimen be collected after thirty-two (32) hours from the time of an employment-related accident. Breath or saliva alcohol testing will be performed as quickly as possible, but no later than eight hours after the accident, or it will be documented but not performed. If the employee responsible for an employment-related accident is injured, it is a condition of employment that the employee grant the City the right to request that attending medical personnel obtain appropriate specimens (breath or urine) for the purpose of conducting alcohol and/or drug testing. Further, all employees grant the City access to any and all other medical information that may be relevant in conducting a complete and thorough investigation of the employment-related accident including a full medical report from the examining physician(s) or other health care providers. A signed consent to testing form is considered a condition of employment. Any employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until

he/she undergoes a post accident alcohol test. Any employee who leaves the scene of an accident without justifiable explanation prior to submission to drug and alcohol testing is considered to have refused the test. The City reserves the right to determine who may have caused or contributed to an employment-related accident and may choose not to test after minor accidents if there is no violation of a safety or work rule, minor damage and/or injuries and no reasonable suspicion.

**E. Return-To-Duty Testing**

Any employee who has tested positive on a drug and/or alcohol test, and who was afforded the opportunity to return to work, must test negative for drugs and/or alcohol and be evaluated and released to duty by the Substance Abuse Professional before returning to work.

**F. Follow-Up Testing**

Any employee who has tested negative on a return-to-duty drug and/or alcohol test and been returned to duty shall be required to undergo frequent unannounced drug and alcohol testing during the period of time recommended by the Substance Abuse Professional. A minimum of six (6) follow-up tests shall be conducted within the twelve (12) months following the violation, which period may be extended up to one (1) additional year. Employees subject to follow-up testing will continue to perform their duties if not otherwise in violation of this policy.

**G. Who Pays for Testing**

The City shall pay for all negative reasonable suspicion and post-accident drug and alcohol tests for employees. Employees shall reimburse the City through payroll deduction for all positive reasonable suspicion and post-accident drug and alcohol tests. Employees shall reimburse the City through payroll deduction for all return-to-duty and follow-up drug and alcohol tests, whether positive or negative.

**H. Refusal to Submit to Testing**

A refusal to comply with a request for testing, submission of false information in connection with a test, or any attempt to falsify test results through tampering, contamination, adulteration, or substitution, shall be considered a refusal to submit to testing and will be treated the same as a positive test result. Refusal shall include an inability to provide a specimen or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test.

**Section 13.6. Drug/Alcohol Treatment**

Employees who test positive for the presence of illegal drugs or alcohol and who are not terminated from employment will be referred to a Substance Abuse Professional (SAP) for evaluation. An SAP is a licensed or certified physician, psychologist, social worker,

employee assistance professional, or addiction counselor with knowledge of, and clinical experience in, the diagnosis and treatment of drug and alcohol-related disorders. The SAP will evaluate the employee to determine what assistance, if any, the employee needs to resolve problems associated with prohibited substance abuse or misuse of alcohol. Under certain circumstances, including a positive drug and/or alcohol test, an employee may be required to undergo treatment for substance abuse. If an employee is not discharged, but is allowed to return to duty after such evaluation and/or treatment, he/she must follow the rehabilitation program prescribed by the SAP, pass a return-to-duty drug and alcohol test(s), and be subject to unannounced follow-up tests for a period of at least one (1) year as determined by the SAP or as required by applicable law. Any employee who refuses treatment when required, or fails to comply with the regimen prescribed by the SAP for treatment, aftercare, or return-to-duty, shall be subject to disciplinary action, up to and including termination of employment.

### **Section 13.7. Employee-Requested Confirmation Testing**

An employee who questions the results of a required drug test may request that an additional test be conducted at a different USDHHS-certified laboratory. The test must be conducted on the split sample that was provided at the same time as the original sample. The cost of the second test will be borne by the employee, unless the second test invalidates the first.

The method of collecting, storing, and testing the split sample will follow Department of Transportation guidelines. The employee's request for a split sample test must be made to the Medical Review Officer (MRO) within seventy-two (72) hours of notice of the initial test result. Requests after seventy-two (72) hours will be accepted only if the delay was due to documentable facts that were beyond the control of the employee.

### **Section 13.8. Confidentiality**

Positive and confirmed laboratory reports or test results shall not appear in an employee's general personnel folder. Information of this nature will be secured in a separate confidential medical folder in the Department of Human Resources. The reports or test results may be disclosed to City management personnel on a strictly need-to-know basis and to the tested employee or his/her designee upon request.

The City may disclose information required to be maintained pertaining to an employee to the employee or to the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual and arising from the results of an alcohol and/or controlled substance test administered under this part, or from the employer's determination that the employee engaged in prohibited conduct (including, but not limited to, a worker's compensation, unemployment compensation, or other proceeding relating to a benefit sought by the employee).

## **ARTICLE 14 LAYOFF AND RECALL**

### **Section 14.1. Layoff Notification**

When the City determines that a long term layoff or job abolishment is necessary, it shall notify the affected employees thirty (30) calendar days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible.

### **Section 14.2. Layoff**

The City shall determine in which classifications layoffs will occur and layoffs of bargaining unit members will be by classification. Within each effected classification, provisional employees shall be laid off first, followed by part-time employees, and then probationary employees. Bargaining unit members shall be laid off within each classification in order of seniority, beginning with the least senior and progressing to the most senior up to the number of bargaining unit members that are to be laid off.

### **Section 14.3. Recall**

The City shall create a recall list for each classification with layoffs for a period of eighteen (18) months or for the bargaining unit member's length of seniority, whichever is less. The City shall recall bargaining unit members from layoff within each classification as needed. The City shall recall such bargaining unit members according to seniority, beginning with the most senior employee in the classification and progressing to the least senior employee up to the number of employees to be recalled.

### **Section 14.4. Recall Notification**

Notice of recall shall be sent to the bargaining unit member by certified mail. The City shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return receipt requested, to the last address provided by the bargaining unit member.

### **Section 14.5. Time Limits**

The recalled bargaining unit member shall have fourteen (14) calendar days following the date of mailing of the recall notice to notify the City of the member's intention to return to work, and shall have twenty-one (21) calendar days following the mailing date of the recall notice in which to report for duty, unless a later date for returning to work is otherwise specified in the notice.

### **Section 14.6. Recall Probationary Period**

Recalled bargaining unit members shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at layoff shall be

required to finish such probationary period.

## **ARTICLE 15 RULES AND REGULATIONS**

### **Section 15.1. Rules, Regulations, Policies and Procedures**

The City agrees that Rules, Regulations, Policies and Procedures of the Police Division shall be furnished to all members of the bargaining unit in written form.

The Rules, Regulations, Policies and Procedures shall be applied and interpreted consistently by the City, taking into consideration the facts and circumstances of each situation in which they are applied and interpreted.

Nothing herein shall be construed in any manner as a limitation on the City's right to initiate or alter its Rules, Regulations, Policies or Procedures.

## **ARTICLE 16 HOURS OF WORK AND OVERTIME**

### **Section 16.1. Intent**

This Article is intended to define the hours of a work day, hours of a work week, and to define the basis for the calculation of overtime.

### **Section 16.2. Work Day, Work Week and Overtime**

Bargaining unit members working an eight (8) hour per day/five (5) days per week schedule shall be paid for all time worked in excess of eight (8) hours in any twenty-four (24) hour period or in excess of forty (40) hours in any work week, computed on the basis of time and one half their regular hourly rate of pay. Work days shall include eight (8) hours of work time and one half (1/2) hour of lunch time. The term "hours worked" for overtime purposes shall include all hours during which the bargaining unit member is in paid status.

### **Section 16.3. Compensatory Time**

Employees, at their option, may accumulate up to forty-eight (48) hours of compensatory time. Compensatory time will accumulate at the rate of one and one-half (1 ½) hours for each hour worked. Upon request, and approval by the Chief or the Chief's designee, compensatory time may be taken in half hour (1/2) hour increments or more. Partial increments will be "rounded up" to the next complete half hour. (For example, forty-five minutes will be "rounded" to one hour and twenty minutes will be "rounded" to one half-hour

Upon separation from service for any reason, members shall be paid at their current rate of pay for all accumulated hours of compensatory time. When a member dies while in

paid status in the City service, any unused compensatory time to the member's credit shall be paid in a lump sum to the surviving spouse or the estate of the deceased.

**Section 16.4. Flex Time**

The Employer may alter the work schedule to remain in compliance with the Fair Labor Standards Act or other Federal or State laws that supersedes this agreement. The parties may from time-to-time include use of "flex-time" or other innovative work schedules to address needs of both the City and union employees.

**ARTICLE 17  
COMPENSATION**

**Section 17.1. Wages**

Bargaining unit members shall be paid according to the following schedule. Wage increases shall be effective at the beginning of the first pay period ending in the calendar year indicated.

**Records Techs**

Effective at the beginning of the first pay period after January 1, 2014, wage rates for all employees shall be increased by 2%.<sup>1</sup>

Effective at the beginning of the first pay period after January 1, 2015, wage rates for all employees shall be increased by 2%.

Wage Rates to be effective January 1, 2016 will be subject to a reopener.

Year	Start	After 1 Year	After 2 Years	After 3 Years
Current	\$14.5827	\$15.1920	\$15.7384	\$16.6734
2014	\$14.8743	\$15.4958	\$16.0531	\$17.0068
2015	\$15.1717	\$15.8057	\$16.3741	\$17.3469
2016	Re-opener	Re-opener	Re-opener	Re-opener

**Section 17.2. Call-In Pay.** The City agrees to pay employees for a minimum of three (3) hours at one and one-half (1-1/2) times the employee's rate of pay if the employee is called-out for duty, as determined by a supervisor, at a time other than that for which the employee has been scheduled, thus necessitating additional travel to and from work.

**Section 17.3. Lateral Hires**

The parties agree that a newly hired employee will be placed in the "start" pay range

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<sup>1</sup>Lump sum retroactive payments for the period from January 1, 2014 to the date of ratification of this Agreement shall be for base wages only for current employees and shall not include any additional payment adjustments for overtime worked, working on a holiday, etc. On and after June 28, 2014 the 2% increase shall be applicable to all wages paid.

established for each classification in the bargaining unit, unless that employee has at least two (2) years of prior job experience as a transcriptionist (e.g. medical, legal, etc.) or has other specific relevant job experience. The parties understand that a newly hired employee who is hired with prior experience as specified in this section may be hired at a rate not higher than the rate established in the "After 1 Year" pay scale category. An employee hired above the "start" rate will receive regular wage increases after serving the amount of time indicated on the wage scale for that classification.

**Section 17.4. Pension**

Effective throughout the life of this Agreement, the City shall pay one percentage point of the employee's state-mandated contribution to the Ohio Public Employee Retirement System. Effective throughout the life of this Agreement, the City shall shelter member's pension contributions.

**ARTICLE 18  
HOLIDAYS AND PERSONAL LEAVE DAYS**

**Section 18.1. Holidays**

The following holidays shall be observed by the employees covered under this agreement:

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve Day 1/2 Day	December 24th
Christmas Day	December 25th

If a holiday falls on Saturday, the preceding Friday will be observed as a holiday, and if a holiday falls on a Sunday, the following Monday shall be observed as a holiday unless otherwise designated by the City Manager.

**Section 18.2. Payment for Holidays**

For each holiday listed above, employees shall receive their daily rate of pay as holiday pay, whether or not they work the holiday. Employees who work on a holiday shall receive one and one-half (1 ½) times their straight time hourly rate of pay for all hours actually worked on the holiday, in addition to their holiday pay.

### **Section 18.3. Scheduling for Thanksgiving Friday**

The records window will be closed on the day after Thanksgiving (“Thanksgiving Friday”) unless it is determined by the Chief that it needs to remain open. If the Chief makes such a determination, he shall notify the Union as soon as possible. The bargaining unit members will decide among themselves who will work that day so as to staff the records window and shall report that to the Chief as soon as the decision is made, but no later than 4 p.m. on the last work day preceding the holiday itself. If no bargaining unit member volunteers to work, then the least senior member of the bargaining unit shall work on Thanksgiving Friday.

### **Section 18.4. Holidays During Leaves**

Employees on an approved paid leave shall receive holiday pay. Employees on unpaid leaves during a holiday shall not be paid holiday pay.

### **Section 18.5. Personal Leave**

All bargaining unit employees shall receive twenty-eight (28) hours of personal leave time each calendar year. Employees who begin work for the City shall be entitled to personal time on a pro-rated basis during the calendar year of their hiring date. Personal leave must be approved in advance by a supervisor, and taken in half hour (1/2) hour increments or more. Partial increments will be “rounded up” to the next complete half hour. (For example, forty-five minutes will be “rounded” to one hour and twenty minutes will be “rounded” to one-half hour).

Personal leave is to be used within a calendar year and except as noted below cannot be carried over to another calendar year. The City Manager shall have the authority to extend by three (3) months into the following year the ability to take said personal time in light of extenuating circumstances. The employees shall submit a written request for an extension to the City Manager prior to December 15th. The request must contain the reason an extension is needed.

## **ARTICLE 19 VACATION**

### **Section 19.1. Vacation Accrual Rate**

Bargaining unit employees shall earn vacation leave, on a pay period by pay period basis, according to their number of years of continuous service with the City. Accrual rates will be based on the table below (based on a forty (40) hour work week). An employee will move to the next level of vacation accrual at the beginning of his/her fifth (5th), tenth (10th), fifteenth (15th), twentieth (20th) and twenty-fifth (25th) year of service.

<b>Years of Service</b>	<b>Per Pay Period</b>	<b>Approximate Number of Vacation Days Annually</b>
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0 Years- 4 Years	3.07 Hours	10 Days
5 Years-9 Years	5.00 Hours	16 Days
10 Years-14 Years	6.15 Hours	20 Days
15 Years-19 Years	7.31 Hours	24 Days
20 Years-24 Years	8.64 Hours	28 Days
25 Years or More	9.97 Hours	32 Days

Vacation time shall be accrued on the basis of complete pay periods of employment, and shall begin on the date of hire for each employee. No employee will be permitted to use vacation time that has not been accrued. Vacation leave shall be granted to employees upon six (6) months of employment with the City. (Employees with less than twelve (12) months of service may only use the vacation time they have accrued within the first six (6) months of employment). It is the employee's responsibility to complete a standard leave request and submit the request to the Chief of Police.

**Section 19.2. Annual Vacation**

Vacation leave shall be granted by the Chief of Police, or the Chief's designee. Annual vacation requests must be made by December 15, preceding the period requested. Employees who make the request by December 15 shall be granted vacation preference in accordance with seniority.

**Section 19.3. Casual Vacation**

Casual vacation shall be used in minimum increments of one-half hour (1/2) hour or more. Partial increments will be "rounded up" to the next complete half hour. (For example, forty-five minutes will be "rounded" to one hour and twenty minutes will be "rounded" to one-half hour).

**Section 19.4. Annual Vacation Cash-Out**

In lieu of using vacation, employees may opt to receive cash payment for their accrued vacation time, within the specified limits. Employees choosing this option must complete a standard leave request form and submit it to the Chief of Police for approval, the cash payment shall be included in the employee's next payroll check. The following limits apply for employees choosing this option.

- A. Employees must be at the accrual rate of 5.00 hours per pay period.
- B. Employees whose accrual rates equal 5.00 hours per pay period may convert to cash up to one (1) week of pay per calendar year.
- C. Employees whose accrual rates are greater than or equal to 6.15 hours per pay period may convert to cash up to two (2) weeks of pay per calendar year.

### **Section 19.5. Vacation Carry Over**

Year-to-year carry-over allowed is equal to total hours accrued in a calendar year. Vacation amounts in excess of the above to an employee's credit as of December 31 shall be automatically carried over to the following calendar year, but such excess vacation is to be used by March 31 of the following year. Any excess vacation not used by March 31 shall be forfeited, unless the employee is eligible to convert vacation to pay as described in Section 19.4. In such case, all excess vacation as of March 31 shall be converted to cash up to the conversion limits described in Section 19.4. Any amounts as of March 31 that are over the conversion limits shall be forfeited.

### **Section 19.6. Terminal (Separation Pay)**

Accrued but unused vacation hours shall be paid as terminal (separation) pay if an employee leaves employment in good status and has completed six (6) months of continuous service with the City. The employee shall be remunerated for all accrued vacation at their last rate of pay with the City at the time the employee leaves employment.

## **ARTICLE 20 MEDICAL AND LIFE INSURANCE**

### **Section 20.1 Coverage to be Provided**

The employer shall provide to all bargaining unit employees health care coverage through a qualified High Deductible Health Plan ("HDHP") in conjunction with a Health Savings Account ("HSA").

Dental and vision insurance coverage shall be the same coverage provided to all other Huber Heights City Employees.

For the term of this Agreement, the Employer shall make available to bargaining unit employees, to the extent possible, a level of health care benefits substantially equivalent to the current plan in effect.

"Substantially equivalent coverage" shall mean that the coverage converge shall be similar to the extent that the products most closely match current plan design. However, custom plan design need not be requested and exact match of plan design need not be sought or required.

### **Section 20.2 Premium Share**

Through December 31, 2014, the Employer will pay 100% of the total premium cost and will contribute eighty percent (80%) of the deductible for the HDHP for those bargaining unit employees who elect coverage. The participating Union member shall be responsible for 0% of the premium cost and the remaining twenty percent (20%) of the

deductible which may be paid by payroll deduction.

Effective January 1, 2015, the Employer will pay 100% of the premium cost and will contribute 80% of the deductible for in-network providers within the HDHP for those bargaining unit employees who elect coverage. The participating Union member shall be responsible for the remaining 0% of the premium cost and 20% of the deductible for in-network providers.

Effective January 1, 2015, participating Union members shall be responsible for 100% of the deductible for costs incurred for services provided by out-of-network providers and the Employer shall not be required to contribute toward such deductibles.

Effective January 1, 2015, participating employees shall be responsible for all "Co-Pays" under the HDHP for in-network and out-of-network services.

*(For information purposes, during 2015 the Co-Pays shall apply after the \$2,500 Single or \$5,000 Family Deductible is met for In-Network Services. Employees shall be obligated to pay the following Co-Pays up to a maximum of \$1,000 Single or \$2,000 Family for In-Network Services:*

- *Office Visit - \$30.00*
- *Specialist - \$60.00*
- *Urgent Care - \$100.00*
- *Emergency Room - \$250.00*
- *Prescription Drugs - \$10 - \$35 - \$60 depending upon Tier.*

*Employees shall be obligated to pay Co-Pays of 30% up to a maximum of \$5,000 Single or \$10,000 Family for Out-Of-Network Services.*

Effective January 1, 2016 the City shall continue to pay 100% of the premium.

The Employer shall tender payments of its share of the deductibles to the Health Savings Accounts ("HSA") of Union members who chose to participate in the HDHP, then in effect, on or before the first banking day following January 1, April 1, July 1 and October 1 for each year of the Agreement.

### **Section 20.3 Accelerated Deductible Payments**

In the event that a Union member or a member of his or her family who is enrolled in and covered by the HDHP suffers an extraordinary or extreme illness or injury for which the cost of medical attention exceeds the Employee Contribution and the annual Employer Contribution paid to date, the Union member may request that the Employer accelerate payments of the remaining deductible contribution for that calendar year to assist the Union member in paying for health care related expenses.

The Union member must submit to the City Manager a written request for acceleration and provide documentation showing the costs of the illness or injury. Acceleration of the Employer's payment of its portion of the deductible shall not be available for elective procedures, including surgery and/or outpatient treatments. Such acceleration shall be solely at the City Manager's discretion.

#### **Section 20.4 HSA Accounts**

The HSA accounts shall be set up with a bank selected by the Employee with Employer's approval. The Union members are solely responsible for any and all charges or fees assessed by the bank for the administration of and/or transactions involving each Union member's HSA. The Employer shall be responsible for any fees or costs associated with its decision to change banks.

#### **Section 20.5 Payment of Deductible**

The Employer agrees to deduct from each participating Union member's biweekly paycheck the amount designated by that individual Union member through an authorized form to be provided by the Employer in order to pay the employee's portion of the deductible referred to in Section 3 above.

#### **Section 20.6 Management of the HSA Account**

The Union member is solely responsible for the management of his or her HSA. The Employer makes no representations or promises regarding the operation of the HSA, the tax implications of the HSA or the maximum a Union member may contribute to the HSA.

All matters relating to the rights and obligations of the Employer and Union member as set forth herein shall be subject to the grievance procedure set forth in this Collective Bargaining Agreement. Matters such as interest rates on investments and market fluctuations that occur following the Employer's deposit of its portion of the deductible and deposit of the Union member's authorized pay deduction, if any, are beyond the control of the Employer and therefore are not amenable to the grievance procedure herein.

#### **Section 20.7 Health Care Committee**

The Union shall select one (1) member to sit on a City-wide Insurance Committee which shall meet and confer periodically regarding health care coverage and control of health insurance costs. The Committee will evaluate and recommend changes to health care coverage.

#### **Section 20.8 Vision and Dental Coverage**

Union members shall be responsible for five percent (5%) of the premiums for the plans providing vision and dental coverage. The insurance carriers and/or methods of

providing vision and dental benefits referred to in this Agreement shall be solely at the discretion of the Employer.

### **Section 20.9 Insurance Opt-out**

In the event that a Union member is fully covered under a health care insurance plan not offered by the City of Huber Heights, and declines coverage under the HDHP then in effect, the Employer agrees that it will pay the non-participating employee two thousand five hundred dollars (\$2,500.00) annually in lieu of providing health care coverage. Payments of six hundred twenty five dollars (\$625.00) shall be made to the employee quarterly on the same dates set forth in Section 2 above.

Union members will not receive compensation should they choose not to participate in the City's vision or dental plans.

In order to qualify for this op-out benefit, the employee must present proof satisfactory to the Employer that he or she is covered under a health care plan not provided by the Employer.

### **Section 20.10 Employee Assistance Program**

The Employer shall continue to offer an Employee Assistance Program EAP designed to assist employees with personal or family issues that might interfere with their work.

### **Section 20.11 Life Insurance**

The Employer shall provide term life insurance, with double indemnity and dismemberment provisions, in the amount of thirty thousand dollars (\$30,000.00) for each member of this bargaining unit, at no cost to the members. The choice of insurance carriers shall be solely within the discretion of the City. The plan will attempt to provide flexibility that allows for various coverage options and choices for the employees. A copy of the insurance policy shall be provided to the each bargaining unit member by the City.

If and when another employee group in the City receives life insurance coverage greater than thirty thousand dollars (\$30,000.00), the amount of life insurance coverage paid by the Employer shall increase for members of this Bargaining Unit to the amount of coverage provided for the other employee group.

The City agrees to provide its employees the opportunity to purchase, at the employee's expense, (additional), voluntary group term life insurance for themselves and/or their dependents.

## **ARTICLE 21 SICK LEAVE**

### **Section 21.1. Rate of Accrual**

All full-time employees shall be credited with five (5) hours of paid sick leave per pay period.

### **Section 21.2. Permissible Uses**

Sick leave may be granted to an employee, upon approval by the Employer, for the following reasons:

- A. Illness, injury or pregnancy related condition of the employee.
- B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees or the public.
- C. Examination of the employee, including medical, psychological, dental or optical examination, by an approved practitioner, which cannot be scheduled during non-work time.
- D. Illness, injury or pregnancy related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
- E. Examination, including medical, psychological, dental or optical examination, of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary.

For the purpose of this Article, the definition of immediate family shall be: spouse, child, step-child, parents, step-parents, siblings, parent-in-law, significant other (as determined by the City Manager) or dependents residing full-time in the employee's household.

### **Section 21.3. Notification**

For sick leave use, each bargaining unit member shall notify the Chief or the Chief's designee as early as possible, but no later than one (1) hour prior to the employee's shift starting. All sick leave to be so classified shall be subject to approval by the Chief of Police. Employees shall follow proper procedures in filing sick leave forms upon return to work.

### **Section 21.4. Doctor's Certificate**

For all sick leave absences of three (3) consecutive days or more, a bargaining unit member may be required to provide certification of a physician stating the cause for the sick leave absence. Failure to present any required or requested physician's certificate, employee's written statement, or other required or requested medical verification, to the Employer or designee may result in loss of pay for the time absent, and/or disciplinary

action.

### **Section 21.5. Medical Appointments**

To the extent possible, employees should schedule dental or medical appointments during off duty hours. However, when this is not possible and in the judgment of the Chief an employee can be spared from work, the employee shall be given the time off and, at the employee's discretion, either from accumulated compensatory time off or sick leave credits charged therefore.

### **Section 21.6. Other Considerations**

An employee utilizing sick leave shall be available for contact during the employee's regular shift hours unless otherwise authorized by the Chief in writing.

### **Section 21.7. Sick Leave Abuse**

The City reserves the right to investigate all usage of sick leave, and may hold full payment of sick leave until said investigation is completed. Should the City determine that an employee has not used sick leave in accordance with the above rules and regulations, payment may be denied and discipline may be meted out in accordance with the severity of any abused sick leave benefits.

### **Section 21.8. Compensation Upon Separation**

#### **A. Pay Out of Sick Leave at Retirement**

Upon separation from employment with the City through retirement, an employee's sick leave balance will be converted into a cash payment. Each employee will be paid according to the following schedule:

<b>Number of sick leave hours accumulated</b>	<b>Ratio of payment</b>
1-357	1 hour at straight time for every 4 hours accumulated
358-714	1 hour at straight time for every 3 hours accumulated
715-1071	1 hour at straight time for every 2 hours accumulated
1072-1285	1 hour at straight time for every 1 hour accumulated

#### **B. Pay Out of Sick Leave because of Permanent and Total Medical Disability**

Upon separation from employment with the City as a result of a permanent and total

medical disability, an employee's sick leave balance will be converted into a cash payment. Each employee will be paid according to the following schedule:

<b>Number of sick leave hours accumulated</b>	<b>Ratio of payment</b>
1-357	1 hour at straight time for every 1 hours accumulated
358-714	1 hour at straight time for every 3 hours accumulated
715-1071	1 hour at straight time for every 2 hours accumulated
1072-1285	1 hour at straight time for every 1 hour accumulated

**C. Pay Out of Sick Leave Upon Death of an Employee**

Upon the death of an employee, the spouse (if there is no spouse, then the deceased employee's estate) will be paid in one lump sum for one hundred percent (100%) of accrued, but unused sick leave at the employee's straight time hourly rate in effect on the date of the employee's death.

**Section 21.9. Annual Sick Leave Conversion**

If, at the end of the last pay period of any calendar year, an employee has a balance of more than one thousand two hundred eighty-five (1285) hours of accrued, but unused sick leave, the hours in excess of one thousand two hundred eighty-five (1285) will be converted into a cash payment. Each employee who has accumulated more than one thousand two hundred eighty-five (1285) hours of accrued, but unused sick leave will be paid a sum equal to one (1) hour worked at the employee's straight time rate for every three (3) hours accumulated in excess of one thousand two hundred eighty-five (1285) hours of accumulated, but unused sick leave.

**Section 21.10. Donated Sick Leave**

**A. Eligibility**

Any eligible employee may apply to the City Manager to receive donated sick leave, if the employee requesting such donated sick leave:

1. Has a non-work related serious illness or injury, as documented in writing by a medical doctor, which renders them unable to perform the essential functions of their position for a minimum of four (4) consecutive weeks;

and

2. Does not have a sufficient amount of accrued and unused paid leave to cover the estimated period of absence; and
3. Has not been offered non-work related Transitional Duty; and
4. Has no disciplinary actions regarding sick leave abuse on record for progressive discipline purposes.

**B. Procedure**

1. An employee qualifying for sick leave donation hereunder shall make a written request for such leave by completing the necessary form and submitting same to the City Manager. Written documentation from a medical doctor of the employee's serious illness or injury must be attached to the request. The City Manager shall have the discretion to approve or deny such request. Copies shall be provided to the employee, Human Resources and the Chief of Police.
2. Upon approval of a request for sick leave donation, the City Manager shall complete the necessary form and forward copies of same to each City division.
3. An employee wishing to donate sick leave to a fellow employee eligible for donation shall complete the necessary form and forward same to the employee's division head, who shall provide a copy to Human Resources.

**C. Approval**

Upon approval of an employee's request for donated sick leave, the City Manager shall:

1. Notify all City employees of the employee's need for donated sick leave, while respecting the employee's right of privacy;
2. Approve payment of any such donated sick leave to the requesting employee on a pay period by pay period basis up to the amount of donated leave, or the hours necessary to provide the employee with their regular, straight-time pay for such pay period, whichever is greater.

**D. Donating Sick Leave**

An employee may donate accrued and unused sick leave to their credit to any other employee who has been approved to receive donated sick leave if the donating employee:

1. Retains a sick leave balance of at least four hundred eighty (480) hours after deduction of the hours offered for donation; and

2. Voluntarily elects to donate sick leave to the employee approved for donation, understanding that any such leave donated and used shall not be returned.

**E. Terms and Conditions**

The following additional terms and conditions shall apply to the sick leave donation program:

1. All donation of sick leave shall be in eight (8) hour increments, with eight (8) hours being the minimum donation,
2. An employee receiving donated sick leave shall be paid at their regular, straight-time rate of pay, regardless of the rate of pay of the employee donating such leave,
3. Sick leave shall be deducted from donating employees proportionately from all donated hours and credited to the receiving employee's account on pay day up to the amount necessary for the employee to be paid their regular two weeks' pay. No sick leave shall accumulate in the account of a receiving employee or be converted to cash or compensatory time. Any sick leave donated by an employee that is not used shall remain in the account of the donating employee.
4. An employee using donated sick leave shall be in active pay status and shall accrue sick and vacation leave, and be entitled to any benefits they would normally receive. Sick leave accrued by an employee while using donated sick leave shall be used in the following pay period before donated sick leave is used,
5. Employees receiving donated sick leave shall be eligible to receive such leave only until the employee's estimated date of return to duty, or until the first pay period during which the receiving employee fails to receive enough donated leave to receive their full two weeks pay. Persons who have continued to receive full donations and whose physicians extend their estimated date of return will be eligible for notification for the need for further donation,
6. No employee receiving donated sick leave will be permitted to be off work on such leave more than twelve (12) consecutive calendar months. An employee may not apply for donated leave more than once in any twelve (12) month period.
7. Donated sick leave shall not count for purposes of the donating employee's sick leave attendance bonus, and
8. The City Manager shall ensure that no employee is forced or coerced into

donating sick leave for a fellow employee. Donation shall be strictly voluntary. No City employee shall directly solicit donations of sick leave from another employee other than by the posting of an approved form.

## **ARTICLE 23 WAGE CONTINUATION**

### **Section 23.1. Reporting**

Any bargaining unit member injured on the job will file a written accident or injury report with the Chief of Police or the Chief's designee within twenty-four (24) hours of the incident or as soon as the bargaining unit member is physically able to do so. Failure without good cause of a bargaining unit member to comply with this section may be grounds for the City to deny wage continuation or supplemental benefits. Any employee claiming a service-connected illness or injury under this Article shall file a claim with the Ohio Bureau of Worker's Compensation (BWC). In the event the claim is denied by Worker's Compensation, the employee shall be charged with sick leave and/or vacation for all time paid by the City for the wage continuation claim. The parties agree that the employee's pay status will be controlled by the BWC's original decision until all appeals are final.

### **Section 23.2. Wage Continuation**

Any employee who is rendered temporarily totally disabled due to a physical injury suffered in the discharge or performance of official duties as an employee of the City shall be eligible for wage continuation. Wage continuation shall be available for up to seven hundred twenty (720) work hours per claim. These seven hundred twenty (720) work hours are fully paid by the Employer, and are in lieu of Temporary Total Disability (TT) benefits from the BWC. An employee who applies for wage continuation will apply to BWC for medical benefits only, and not lost income (TT) benefits. The employee may apply for lost income benefits toward the end of the wage continuation if it is known that the absence will continue beyond the paid wage continuation. Recurring injuries do not qualify employees to receive wage continuation pay beyond the allowable seven hundred twenty (720) hours provided at the time of the initial work connected injury date.

### **Section 23.3. Medical Evidence**

- A. Any employee making claim for such compensation as provided for in this Article shall, at the request of the City, submit to a physical exam by a licensed physician of the City's choice. This examination will be restricted to areas limited to or affected by the injury. In the event that the physician finds that such employee is able to return to duty, the employee shall do so on the next scheduled work day or at any other time as scheduled by the City. Physical examinations required pursuant to this Article shall be at the City's expense.
- B. An employee utilizing wage continuation shall be available for contact during the

employee's regular shift hours unless otherwise authorized by the Chief in writing.

- C. An employee who has suffered a compensable injury and has been released by their physician to work with restrictions shall be offered a Transitional Duty assignment by the City subject to the limitations set and approved by the employee's physician.

#### **Section 23.4. Protection Insurance**

The City may provide this benefit to the employee through income protection insurance or by any other means available to the City. In the event this benefit is provided through the purchase of income protection insurance, the employee shall meet all the requirements of such insurance policy to receive wage continuation. The cost of such insurance shall be at the City's expense.

### **ARTICLE 24 OTHER LEAVES OF ABSENCE**

#### **Section 24.1. Jury Duty**

The City shall grant the required leave with full pay where a bargaining unit member is summoned for any jury duty. All compensation received from the summoning court for such duty shall be paid to the City unless such duty is performed totally outside of the member's regularly scheduled duty hours. Bargaining unit members released from jury duty prior to the end of their scheduled duty period shall report to work for the remaining hours of such work shift.

#### **Section 24.2. Military Leave**

- A. All bargaining unit members who are members of the Ohio National Guard, the Ohio Organized Militia or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods of time not to exceed twenty-two (22) eight (8) hour work days or one hundred seventy-six (176) hours in any one (1) calendar year from January 1 through December 31.

The member is required to submit to the City an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one (1) continuous period of time. Bargaining unit members who are members of those components listed above will be granted emergency leave for mob control, riot control, flood, civil defense or similar duties when so ordered by the governor to assist civil authorities. Such leave will be paid provided it does not exceed the maximum hours of military leave provided above. The leave will cover the official period of the emergency.

- B. Employees who are called or ordered to the uniformed services for longer than a

month, for each calendar year in which the employee performed service in the uniformed services, because of an executive order issued by the President of the United States or an act of congress is entitled, during the period designated in the order or act, to a leave of absence and to be paid, during each monthly pay period of that leave of absence, the lesser of the following:

1. The difference between the permanent public employee's gross monthly wage or salary as an officer or permanent public employee and the sum of the permanent public employee's gross uniformed pay and allowances received that month;
2. Five hundred dollars.

No permanent public employee shall receive payments under division (B) of this section if the sum of the permanent public employee's gross uniformed pay and allowances received in a pay period exceeds the employee's gross wage or salary as a permanent public employee for that period or if the permanent public employee is receiving pay under (A) of this section.

- C. Employees who are drafted or called for active duty with the Armed Forces of the United States or one of its reserve components shall in accordance with existing laws be entitled to re-employment after separation or discharge under honorable conditions from such service. The employee must be physically and mentally able to do the work required and must report for work within ninety (90) days of discharge.

The employee shall be re-employed in the same position or a similar position to the one held at the time of entry into the Armed Forces. The employee will enjoy seniority and benefits of that seniority that would be due as though he had been actively on the payroll. However, while on extended leave the employee shall not be entitled to benefits of employment, such as, sick, vacation, personal leave days or group health and life insurance and other such coverages.

- D. An employee shall be granted permission to be absent from work in order to receive physical examination for compulsory military service in the Armed Forces in the United States. He shall be entitled to use paid sick leave for that purpose during such absence for a period not to exceed three (3) days.

Employees wishing to enlist shall be permitted to take one (1) enlistment physical and shall receive no more than one (1) day paid sick leave for that physical.

### **Section 24.3. Funeral Leave**

Upon the death of an immediate family member or a dependent in the same household, employees may be granted up to three (3) funeral days plus an additional three (3) consecutive days of sick leave for bereavement purposes.

Immediate family shall be defined as:

Current spouse, child, step-child, child-in-law, parent, step-parent, parent-in-law, sibling, step-sibling, sibling-in-law, grandparent, grandchild, aunt, uncle, person in loco parentis or legal guardian, other family member residing in the employee's household and claimed as a tax exemption by the employee in the most recent tax year, and one significant other residing in the employee's household as approved by the City Manager.

If as a result of the death of an immediate or family member, an employee wishes to supplement the funeral leave as stated above, the Chief of Police shall have the discretion to permit the use of that additional time. The additional time off shall be credited against paid leave time (other than sick leave) of the employee's choosing.

#### **Section 24.4. Family and Medical Leave**

##### **A. Statement of Policy**

In accordance with the Family and Medical Leave Act of 1993, the City will grant job protected unpaid family and medical leave to all eligible employees for up to twelve (12) weeks per twelve (12) month period. The City complies with the federal Family and Medical Leave Act (FMLA) and all applicable state laws related to family and medical leave.

##### **B. Eligibility**

To be eligible for family and medical leave an employee must have been employed by the City for at least twelve (12) months and have worked at least twelve hundred fifty (1250) hours over the previous twelve (12) month period.

##### **C. Coverage**

Unpaid FMLA leave is granted for any one or more of the following reasons

1. The birth of a child and in order to care for such child or the placement of a child with the employee for adoption or foster care (leave for this reason must be taken within the twelve (12) month period following the child's birth or placement with the employee); or
2. In order to care for an immediate family member (spouse, child, parent) of the employee if such immediate family member has a serious health condition as described in the attachment to WH-380; or
3. The employee's own serious health conditions as described in the attachment to WH-380 that make the employee unable to perform the functions of the employee's position.

Under some circumstances, FMLA leave may be taken intermittently, which means taking leaves in block of time, or by reducing the normal weekly or daily work schedule.

FMLA leave may be taken intermittently if medically necessary because of a serious health condition. If FMLA leave is for birth or placement for adoption or foster care, use of intermittent leave is subject to the approval of the City Manager.

For the purpose of FMLA the following definitions shall apply:

1. "Spouse" - does not include unmarried domestic partners.
2. "Child" - means a child either under 18 years of age, or 18 years of age or older who is incapable of self-care because of mental or physical disability. An employee's "child" is one whom the employee has actual day-to-day responsibility for and includes a biological, adopted, foster, or stepchild.

#### **D. Substitution of Paid Leave**

It shall be the City's policy that an employee's paid sick leave or injury leave must be exhausted if the FMLA absence qualifies for sick or injury leave, and that sick or injury leave is included in the twelve (12) week total.

At the request of the employee, other types of paid leave (other than sick) may be substituted for any type of unpaid FMLA leave. An employee who uses paid leave for an FMLA qualifying event will be required to have that paid leave count against the FMLA leave allowance of twelve (12) weeks. The employee is required to notify the City if they are using paid leave for a reason covered under the FMLA.

#### **E. Advance Notice Requirement**

The City requires a thirty (30) day advance leave notice for any FMLA leave. The request for family/medical leave should be submitted on the appropriate form (FMLA-1) to the Chief of Police. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable, usually verbal notice within one or two business days of when the need for leave becomes known, followed up by the written form submitted within a reasonable amount of time. The Chief of Police will advise the City Manager of the request and any pertinent information related to the request.

The City shall provide the employee with the City's response to the request on the appropriate form (WH-381) and copies of both the request and the response shall be kept by the office of the City Manager in the employee's medical file. If an employee fails to give thirty (30) days notice for a foreseeable leave with no reasonable excuse for the delay, the leave will be denied until thirty (30) days after the employee provides notice.

#### **F. Medical Certification**

The City requires that an employee provide a Certification of Health Care Provider form (WH-380) to support the request for leave because of a serious health condition (employees or family members), whenever this leave is expected to extend beyond five

(5) consecutive working days or will involve intermittent or part-time leave. The City may require a second or third opinion at its own expense.

The City requires that the employee provide a Fitness for Duty Certification form (FMLA-2) after a medical leave that extends beyond ten (10) consecutive working days; or that involves a mental disability or substance abuse; or where the medical condition and the employee's position are such that the City believes the employee may present a serious risk of injury to themselves or others if they are not fit to return to work.

The City requires that an employee who has taken FMLA leave for more than two (2) weeks, report to the Chief of Police at least every two (2) weeks on their status and intent to return to work.

All documentation related to the employee's or family member's medical condition will be held in strict confidence and maintained in the office of the City Manager in the employee's medical file.

#### **G. Effect on Benefits**

An employee granted leave under this policy will continue to be covered under the City group health insurance plan & life insurance plan under the same conditions as coverage would have been provided if they had been continuously employed during the leave period. If the employee is normally required to contribute towards any portion of the premium the employee will be required to make those payments to the office of the City Manager by the first (1st) of the month while the employee is out on FMLA. Employees who fail to make these payments or payments that are thirty (30) days overdue may cause the City to terminate the employee's coverage or upon approval by the City Manager the City may choose to pay the employee's contribution. If the City pays the contribution the employee will be required to reimburse the City for the payments made either through a one time payroll deduction (upon the employee's return) or by requesting direct payment, the City Manager shall choose the form of repayment.

An employee is not entitled to seniority, holiday pay, vacation or sick accrual during the period of unpaid leave but will not lose any benefits accrued prior to the leave. Once the employee has returned, their accrual rates for vacation and sick shall be restored. If an employee is off on unpaid FMLA at the beginning of the year (January 1) they will not receive credit for personal days until they return from unpaid FMLA, at which time their personal days shall be pro-rated based on the number of pay periods remaining in the year.

#### **H. Job Protection**

If an employee returns to work within twelve (12) weeks following FMLA, the employee will be reinstated to the employee's former position or an equivalent position with equivalent pay, benefits, status and authority. The employee's restoration rights are the same as they would have been had the employee not been on leave.

If the employee fails to return within twelve (12) weeks following a family/medical leave, the employee will be reinstated to the same or similar position, only if available, in accordance with applicable laws. If the employee's same or similar position is not available, the employee may be terminated.

**I. Couples Employed by the City**

If the City employs a married couple and one or both request leave for a birth, adoption or foster care placement of a child, to care for a new child the total annual FMLA leave available to them as a couple for those purposes is twelve (12) weeks.

**J. Leave Availability**

FMLA is available for up to twelve (12) weeks during the twelve (12) month period. For the purpose of calculating leave availability, the twelve (12) month period is a rolling twelve (12) month period measured backwards from the date the employee uses any FMLA leave.

**Section 24.5. Personal Leave Without Pay**

An employee may be granted a personal leave of absence without pay upon approval of the City Manager. A request for a personal leave of absence shall be in writing, state the reasons for the requested leave, and be signed by the employee. Approval from the City Manager shall be in writing and shall specify the extent, if any, which seniority will accumulate during the period of the leave of absence and the date upon which the leave of absence terminates.

**ARTICLE 25  
UNIFORMS**

**Section 25.1. Uniform Issue and Uniform Allowance**

The City will provide five (5) uniform shirts with logo and one (1) sweater with logo to each member of the bargaining unit at the end of their new-hire training period. Additionally, each member will be provided one (1) sweater. The five (5) uniform shirts that will be provided may be in any combination of long and/or short sleeves as each member chooses. The uniform shirts and sweater shall be replaced by the City as needed under a "quartermaster" system.

The City will, after initial issuance, provide an allowance of three hundred dollars (\$300.00) annually, with the second check of January to cover costs for the employee's footwear, pants, and skirts not provided as part of the uniform issue.

Newly hired employees in the unit shall receive the uniform clothing allowance pro-rated on the basis of the number of days of service from their start date to the second check in January payment of the uniform clothing allowance.

The colors and/or style of the shirts and sweaters will be chosen by mutual agreement

between the City and the bargaining unit members. The permissible colors of pants will be black, navy or khaki and will be in the "Dockers" style.

#### **Section 25.2. Maintenance of Uniforms**

Said uniform clothing shall be maintained in accordance with division policy. No employee is authorized to wear or use uniform clothing that identifies them as an employee of the City except in the official performance of their duty.

#### **Section 25.3. Return of Uniforms to the City**

At the time of separation from employment with the City, for any reason, employees will return to the City all uniform parts and/or clothing that identifies the person as an employee of the City that have been supplied to them by the City.

### **ARTICLE 26 TUITION REIMBURSEMENT**

#### **Section 26.1 Reimbursement Program**

Each full-time non-probationary employee who is subject to the provisions of this Agreement shall be eligible for a reimbursement of tuition only in courses of instruction voluntarily undertaken and subject to the following conditions:

- A. Only courses that are part of a post-secondary degree directly related to the employee's current employment position or for positions of possible promotion of the employee within the City are eligible for reimbursement hereunder. To claim reimbursement the employee must complete an application on a form provide by the City and receive approval from the City Manager for the course of study in advance. Each class taken must also be approved in advance. All courses must be taken during non-work hours.

The Employer shall not reimburse fees for any course for which the employee received a scholarship, grant or subsidy to the extent of such aid.

- B. All courses must be taken at an accredited college or university pursuant to and part of an established program leading to either an Associate's or a Bachelor's degree.
- C. For classes taken in pursuit of an Associate's or Bachelor's degree the Employer shall reimburse the actual credit hour cost incurred by the employee.
- D. Upon completion of an eligible course the employee shall promptly submit to the Employer a copy of the course grade report and a receipt issued by the college or university setting forth the cost of tuition.
- E. Reimbursement shall be one hundred percent (100%) for an A or equivalent, ninety five percent (95%) for a B or equivalent and eighty five percent (85%) for

a C or equivalent.

- F. No reimbursement will be granted for books, papers, supplies, transportation, meals or any other expense connected with any course except the cost of tuition.
- G. Employees will be expected to repay the Employer any tuition reimbursement received in the prior four (4) years on a pro-rated basis if they voluntarily leave employment as follows:

During the first (1st ) year	100%
During the second (2nd ) year	75%
During the third (3rd ) year	50%
During the fourth (4th) year	25%

Time will begin upon date of reimbursement.

- H. In the event of a permanent lay-off, disability retirement or death the employee will not be required to reimburse the Employer for tuition assistance.

## ARTICLE 27 NO STRIKE/NO LOCKOUT

**Section 27.1. No Strike.** During the life of this Agreement, the Labor Council shall not cause, authorize, sanction or condone, nor shall any member of the Labor Council take part in any strike, sit down, stay-in, slow-down, work stoppage, curtailment of work, concerted use of paid leave time, restriction of work, or interference with the operations of the Police Department or City of any kind for any reason, including a labor dispute between the City and any other labor organization. This provision shall not limit the rights of the Union or bargaining unit members to engage in strike activity authorized under Ohio Rev. Code Sec. 4117 as part of the contract negotiation process.

The Labor Council agrees that it (and its officers) will take prompt affirmative action to prevent or stop unauthorized strikes, sit-downs, slow-downs, work stoppages, curtailment of work, concerted use of paid leave time, restrictions of work or interference with the operation of the Police Department or City by notifying the Employees and the public in writing that it disavows these acts. The Labor Council further agrees that the Chief of Police and the City have the right to discipline (including discharge) any or all employees who violate this Article, except that the Grievance Procedure shall be available to such employees only to contend that they had not participated or engaged in such prohibited conduct.

**Section 27.2. No Lockout.** During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout of the bargaining unit employees.

## ARTICLE 28 DURATION

### Section 28.1. Duration

The provisions of this Agreement shall be effective as of June 28, 2014, and shall continue and remain in full force and effect to and including December 31, 2016 unless either party shall, at least sixty (60) days prior to December 31, 2016 serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change, or amend this Agreement. Such notice shall be sent by a method approved by the State Employment Relations Board.

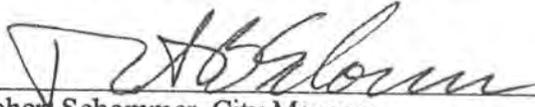
The Agreement shall continue in full force and effect all terms and conditions of any existing collective bargaining agreement, until the expiration date of the collective bargaining agreement or the statutory dispute settlement procedures are exhausted, whichever occurs later.

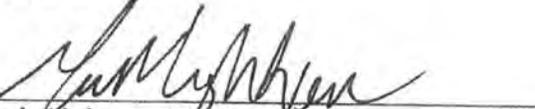
### Section 28.2. Re-opener

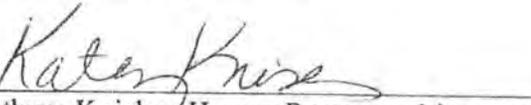
The Fraternal Order of Police, Ohio Labor Council, Records Techs/Secretaries, and the City of Huber Heights agree to reopen Article 17, Compensation (including the inclusion of a performance incentive provision) and the percentage of Deductibles payable by the City and the Employee under Article 20 – Medical and Life Insurance of this contract, no earlier than two hundred seventy (270) calendar days prior to December 31, 2015 nor later than ninety (90) calendar days prior to December 31, 2015, for the purpose of negotiating a wage rate effective January 1, 2016 of this Collective Bargaining Agreement. Such notice shall be sent by a method approved by the State Employment Relations Board. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent. No other Articles of this Agreement will be subject to negotiations or bargaining except for Article 17, Compensation (including the inclusion of a performance incentive provision) and the percentage of Deductibles payable by the City and the Employee under Article 20 – Medical and Life Insurance

In Witness Whereof the parties have hereunto signed by their authorized representatives this 4 day of September, 2014.

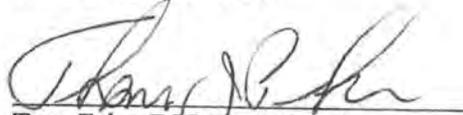
FOR THE CITY OF HUBER HEIGHTS:

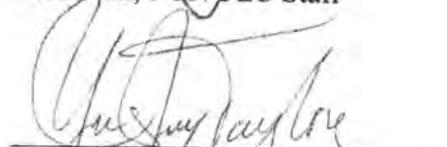
  
Robert Schommer, City Manager  
Representative

  
Mark Lightner, Chief of Police

  
Kathryn Knisley, Human Resources Manager

FOR THE FOP/OLC

  
Tom Fehr, FOP/OLC Staff

  
Yazmin Taylor  
Committee Member

Approved as to Form:

\_\_\_\_\_  
Robert Portune, Labor Law Attorney  
Gottschlich & Portune, LLP

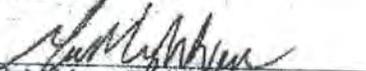
Approved and ratified by the Council of the City of Huber Heights, Ohio on this 25 day of August, 2014.

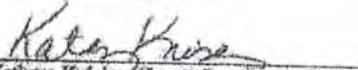
Resolution Number: 2014 - R - 6038

In Witness Whereof the parties have hereunto signed by their authorized representatives  
this 4 day of September, 2014.

FOR THE CITY OF HUBER HEIGHTS:

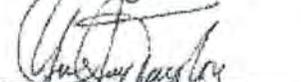
  
Robert Schrammer, City Manager  
Representative

  
Mark Lightner, Chief of Police

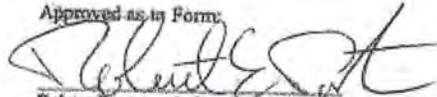
  
Kathryn Knisley, Human Resources Manager

FOR THE FOP/OLC

  
Tom Ehr, FOP/OLC Staff

  
Yusef Taylor  
Committee Member

Approved as to Form:

  
Robert Portune, Labor Law Attorney  
Gotschlich & Portune, LLP

Approved and ratified by the Council of the City of Huber Heights, Ohio on this 25  
day of August, 2014.

Resolution Number: 2014 - R - 6038