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AGREEMENT BETWEEN

THE

CITY OF POWELL POLICE DEPARTMENT

AND THE

FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

SERGEANTS

EFFECTIVE UPON SIGNING THROUGH JULY 1, 2014 THROUGH JUNE 2017

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ARTICLE 1
RECOGNITION

Section 1.1 **Recognition** The City recognizes the Fraternal Order of Police, Ohio Labor Council, 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 have been certified by the State Employment Relations Board of March 27, 2009 in Case No. 09-REP-01-0011 in the following unit:

Included: All full-time Sergeants.

Excluded: All other employees.

ARTICLE 2
AGREEMENT

Section 2.1 **Purpose** This Agreement, entered into by the City of Powell, Ohio, hereinafter referred to as the "City" or "Employer" and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "FOP/OLC", has as its purposes the following:

A. To promote cooperation and orderly, constructive and harmonious relations between the City, its employees, and the FOP/OLC;

B. To attract and retain qualified employees;

C. To assure the efficient and uninterrupted operation of the Police Department;

D. To establish a procedure for the expeditious resolution of grievances;

E. 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 governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein; and

F. This Agreement supersedes all previous agreements, whether oral or written, between the City, its employees, and the FOP/OLC.

Section 2.2 **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 2.3 **Savings Clause** The provisions set forth in this Agreement shall be subject to applicable Federal and State Laws, and shall be interpreted wherever possible so as to comply fully with such laws. Should any portion of this Agreement 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. Such negotiations shall be subject to the dispute resolution procedures of Chapter 4117 of the Ohio Revised Code.

Section 2.4 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 Delaware County Sheriff, the City Manager of Powell, 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 2.5 Application of Civil Service Law Except as expressly otherwise provided in this Agreement or specifically excepted from the scope of collective bargaining by the provisions of Revised Code Chapter 4117, Rules and Regulations of the Personnel Board of Review, the City of Powell, City Charter and civil service laws contained in Revised Code Chapter 124, sections 124.01 through 124.56, and any other matter referenced in this Agreement shall not apply to employees in the bargaining unit. It is expressly understood that the Ohio Department of Administration Services and the State of Ohio Personnel Board of Review shall have no authority or jurisdiction as it relates to any issue, topics or express matters addressed in this Agreement or to employees in the bargaining unit. That is, where a topic or issue is addressed in this Agreement, it will prevail over any conflicting statutory language not specifically addressed in this Agreement but related to the topic or issue.

ARTICLE 3
DUES DEDUCTION, FAIR SHARE FEE

Section 3.1 Dues Deduction The Employer agrees to deduct from the wages of any employee, who is a member of the FOP/OLC and has signed a dues deduction card, membership dues and fees. The FOP/OLC will notify the City in writing, of the dues and fees it charges and its current membership. The FOP/OLC will update membership information as needed. A one-month advance notice must be given to the payroll clerk prior to any change in dues deductions. All dues collected shall be submitted once each month to the FOP/OLC person designated in writing by the FOP/OLC.

The Employer shall be relieved from making individual dues deduction payments to the FOP/OLC when a member:

A. Resigns or is separated from Employer employment;

B. Is laid off from Employer employment;

C. Provides written revocation of dues deduction authorization submitted by the employee to the Employer;

D. Is on an unpaid leave of absence when the dues deduction would otherwise be due;

E. At any time when dues are otherwise due, fails to receive sufficient wages to make all legally required deductions in addition to the deduction of FOP/OLC dues, provided that all member's dues shall thereafter be deducted in the first available pay period in which the member has sufficient wages to make the dues deduction in addition to all legally required deductions; and

F. When the employee is no longer in the bargaining unit.

Section 3.2 **Error in Deduction** It is agreed that neither the bargaining unit member nor the FOP/OLC shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within forty five (45) days after the date such an error is claimed to have occurred. If an error is found to have occurred, it will be corrected at the next pay period that dues would normally be deducted.

Section 3.3 **Indemnification** It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article. The FOP/OLC hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made pursuant to this Agreement. Once the funds are remitted to the FOP/OLC, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP/OLC. The parties agree and understand that if an employee(s) files an action(s) against the Employer and/or the City and/or the FOP/OLC regarding the deductions made under this Article, the deductions for those employees shall be deposited in a interest bearing escrow account until disposition is determined.

Section 3.4 **Fair Share Fee** Any employee who is not a member of the FOP/OLC shall pay the FOP/OLC, through payroll deduction, a fair share fee for the duration of this Agreement. This provision shall not require any employee to become or remain a member of the FOP/OLC, nor shall the fee exceed the dues paid by the members of the FOP/OLC in the same bargaining unit. The FOP/OLC is responsible for notifying the Employer of the proportionate amount, if any, of its total dues and fees that was spent on activities that cannot be charged to the fair share fees of non-members during the preceding year. The amount of fair share fees required to be paid by each non-member employee in the unit (during the succeeding year) shall be the amount of the regular dues paid by employees in the unit who are members of the FOP/OLC less each non-member's proportionate share of the amount of the FOP/OLC's dues and fair share spent on activities not chargeable to such fair share during the prior year. If an employee challenges the propriety of the FOP/OLC's use of such fee, deductions shall continue, but the FOP/OLC shall place the funds in an interest bearing escrow account until a resolution of the challenge is reached pursuant to the provisions of ORC 4117.09(C) and other appropriate provisions of federal law, state law and rules of the State Employment Relations Board. The FOP/OLC agrees to provide annually to the Employer, a copy of the fair share fee rebate procedure.

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.1 General Except to the extent modified by the provisions of this Agreement, the FOP/OLC agrees that the Employer reserves and retains solely and exclusively all of its legal rights to manage the operations of the Police Department of the City of Powell. The rights, powers, responsibilities and authority of the Employer shall include, but shall not be limited to the right to establish, change or abolish policies, practices, rules, or procedures for the conduct of the Police Department, its employees and its service to the citizens of the City, consistent with the provisions of this Agreement.

Section 4.2 Management Rights Except as expressly limited by the terms and conditions set forth in this Agreement, the Employer's exclusive rights shall include, but shall not be limited to the following:

A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the office, standards of services, its overall budget, mission, utilization of technology, and organizational structure;

B. To manage and direct its employees, including the right to select, hire, promote, supervise, and evaluate in accordance with requirements determined by the Employer;

C. Maintain and improve the efficiency and effectiveness of governmental operations;

D. Determine the overall methods, process, means or personnel by which operations are to be conducted including the right to manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;

E. Suspend, discipline, demote or discharge for just cause, to transfer, assign, schedule, retain employees and to layoff employees from duty due to the lack of work or lack of funds, reorganization, or abolishment of positions;

F. To determine the size, composition and adequacy of the work force, to establish, alter and change work schedules, to establish, modify, consolidate and to determine staffing patterns, including, but not limited to the assignment of employees, qualifications required and areas worked;

G. The right to determine the necessity for overtime and the amount and assignments required thereof;

H. The right to maintain the security of records and other pertinent information;

I. The right to determine and implement necessary actions in emergency situations; and

J. The right to determine when a job vacancy exists, and the standards of quality and performance to be maintained.

Section 4.3 **Reserved Rights** The FOP/OLC recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the rights and responsibilities of the Employer. The City is not required to bargain with the FOP/OLC on subjects reserved to the management and direction of the police department except as such subjects would affect hours, wages, terms, and conditions of employment of bargaining unit employees covered by this agreement.

ARTICLE 5
FOP/OLC BUSINESS

Section 5.1 **Representatives** For the purpose of representation within the police department, the FOP/OLC shall be entitled to one (1) steward and one (1) alternate to handle grievances and other legitimate FOP/OLC business. Where the primary steward is absent, the alternate from the FOP/OLC shall process the grievance.

Section 5.2 **Release Time** A FOP/OLC steward will be permitted time off with regular pay to be present at grievance or disciplinary hearings, and will be permitted reasonable time during scheduled duty hours without loss of pay or benefits to investigate and process grievances provided such activity does not interfere with the performance of said employee's normal duties. The City work duties shall at all times be the primary concern of said employee. In no event shall a FOP/OLC steward receive overtime or call-in payment to conduct grievances or FOP/OLC business. Permission to investigate and/or process a grievance or attend a disciplinary hearing shall not be unreasonably denied. Departmental office equipment may be reasonably used to investigate and process grievances.

Section 5.3 **FOP/OLC Roster** FOP/OLC Officers shall inform the City of the names, addresses and phone numbers of the current employees/stewards no more than seven (7) calendar days after any changes.

Section 5.4 **Bulletin Boards** The City shall furnish space on a bulletin board for FOP/OLC use in Police Headquarters. The FOP/OLC shall use this board for posting of notices pertaining to recreational and social activities, FOP/OLC meeting notices, grievances and legislative enactments and judicial decisions affecting public employee labor relations and any/all other related material(s). The FOP/OLC shall not post any materials which are defamatory, or use profanity or that which otherwise is intended to disparage or hold any member of the Department, City Employee or elected official in disrepute. The bulletin
boards shall not be used to publicize, advertise or put forth a position(s) or endorsement(s) for any candidate, political party or issue set for election by the public.

Section 5.5 **Ballot Box** The FOP/OLC shall be permitted, upon prior written notification to the Chief, to place a ballot box at the Police Department for the purpose of collecting members' ballots on all FOP/OLC issues subject to ballot.

Section 5.6 **Negotiations Committee** The FOP/OLC negotiating Committee shall consist of no more than two (2) employees. Members of the Committee shall be permitted to attend any negotiation session without loss of pay if such session is held during the committee member's

regular scheduled hours of work. A negotiating committee member shall return to the member's regular assignment if the session ends before the end of the regularly scheduled shift.

ARTICLE 6
GRAMMAR/GENDER

Section 6.1 **Grammar/Gender** Words, whether in the masculine, feminine or neutral genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders it is understood that the use is for convenience purposes only and not to be interpreted to be discriminatory by reason of sex. The term "employee" or "member" where used herein, without otherwise being qualified or described, refers to all employees in the bargaining unit.

ARTICLE 7
INTERNAL REVIEW PROCEDURE

Section 7.1 **Scope** All complaints against the Powell Police Department or its employees shall be investigated.

Section 7.2 **Notification** At any time an inquiry concerning a member occurs when the Employer believes that disciplinary action of record will or may result, the employee will be notified when first questioned, that such result is possible. Prior to any questioning, a member shall be informed of the nature of the investigation (whether disciplinary or criminal) and shall be provided written notice of the allegations made against the member. The member shall be informed of the member's rights and responsibilities relative to the investigation, in advance of any questions.

Section 7.3 **Right to Representation** During all questioning, the member may upon request, be accompanied by a representative of the FOP/OLC. If a member desires, the member shall be given a reasonable opportunity to consult with such representative before being required to answer questions. Employees may waive the right to FOP/OLC representation by signing the appropriate FOP/OLC forms.

Section 7.4 **Interviews** Any questioning, or interviewing, of a member will be conducted at hours reasonably related to their shift, preferably during, or immediately before or after, the member's working hours. Such sessions shall be for reasonable periods of time, and time shall be allowed during such questioning for rest periods and for a member's attendance to other physical necessities.

Section 7.5 **Responsibility to Respond** Before a member may be charged with insubordination or like offense for refusing to answer questions or participate in any investigation, the member shall be advised that such conduct, if continued, may be the basis for such a charge.

Section 7.6 **Notification of Completion** Any member who has been under an internal investigation shall be informed of the outcome within a reasonable period upon completion of the investigation.

Section 7.7 **Access to Tapes and Documents** Once the investigation is completed and reasonably in advance of any pre-disciplinary conference, the member who is subject to questioning will be provided access to one copy of any transcripts, records, written statements and tapes generated by the investigation, including but not limited to transcripts of questions and responses to polygraph examinations or other truth testing device at no cost to the employee. The employee will submit the request in writing.

Section 7.8 **Unfounded Complaints** If a citizen complaint is investigated and found to be unsustained, unfounded, or if the employee was exonerated, the City shall indicate such to the citizen making the complaint. The employee will be given a copy of the written response, naming the employee, provided to the citizen. If the employee disagrees with the communication, the employee will be permitted to note the disagreement on a separate form. If the investigation shows that the complaint involved a written false allegation and that the person making the complaint knew the allegation was false, the matter, if requested by the named employee, shall be referred by the Department to the Prosecutor's Office for processing.

ARTICLE 8
DISCIPLINE PROCEDURES

Section 8.1 **Good Behavior** The tenure of every employee shall be during good behavior and efficient service. No employee shall be disciplined except for just cause pursuant to any of the methods listed in this Article.

Section 8.2 **Methods of Progressive Discipline** Except where more severe discipline is warranted, discipline will normally be applied in a progressive manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, the employee's record of performance and conduct, other relevant considerations, and the nature of the infraction. Discipline may include but is not limited to the following:

A. Verbal reprimand;

B. Written reprimand;

C. Suspension;

D. Working Suspension;

E. Termination; and

F. Other Mutually Agreed Discipline.

The level of discipline shall be commensurate with the infraction and may be advanced discipline on the initial infraction, up to and including removal. The Employer may place an employee on paid administrative leave while investigating a disciplinary matter.

Section 8.3 **Pre-disciplinary Meetings** In the event that an employee is to be given disciplinary action for behavior or conduct which warrants time-off suspension, demotion, removal, or other discipline resulting in loss of pay, a pre-disciplinary personal conference between the employee and the Chief of Police (or designee), shall be arranged. The employee shall be given at least forty-eight (48) hours advanced notice of the hearing date and time unless the parties agree to a lesser time frame to have a hearing. Regarding the pre-disciplinary hearing an employee may elect to do any of the following:

A. Appear at the hearing and present an oral or written statement;

B. Appear at the hearing and have a representative present an oral or written statement;

C. Have a representative appear at the hearing and present an oral or written statement in place of an employee, who is physically unable to appear for the hearing; or

D. Elect to waive, in writing, the opportunity to have a pre-disciplinary hearing.

The employee may have a FOP/OLC official present at the pre-disciplinary conference. The employee shall be responsible to notify the FOP/OLC official. When the nature of the offense is such that immediate disciplinary action is required, the City may, at its discretion, place an employee on paid administrative leave until a determination regarding discipline is made. Any suspension shall be for a specific number of days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as workdays for the purpose of suspension.

Section 8.4 **Manner of Discipline** The Employer agrees that all disciplinary procedures will be carried out in private and in a business-like manner.

Section 8.5 **Appeals of Discipline** Employees may file grievances for suspensions, demotions, and terminations and such grievances must be filed, directly to Step Two of the grievance procedure within seven (7) calendar days of receipt of notice of the disciplinary action. All other discipline is not able to be grieved beyond Step Two. An employee may not pursue any appeal of a disciplinary action to the Personnel Board of Review of the City of Powell, as the grievance-arbitration procedure is the sole remedy.

ARTICLE 9
GRIEVANCE PROCEDURE

Section 9.1 **Grievance Defined, Content, Timeline For Filing** The term "grievance" shall only mean an allegation that there has been a violation, misinterpretation, or improper application of the specific provisions of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement. Written grievances must be submitted in writing no later than fourteen (14) calendar days following the event or

circumstances giving rise to the grievance or within fourteen (14) calendar days of when the grievant knew or reasonably should have known of the events giving rise to the grievance, whichever is longer, but in no event longer than thirty (30) calendar days. All grievances must be filed upon an agreed to form and contain the following information:

A. Aggrieved employee's name, or names of all grievants. Group Grievances should be designated as such and indicate the members of the group;

B. Date grievance was first discussed and the name of the supervisor with whom the grievance was discussed;

C. Date and time grievance occurred;

D. The location where the grievance occurred;

E. A description of the circumstances or incidents giving rise to the grievance;

F. Specific provisions of the Agreement violated; and

G. Desired remedy to resolve the grievance.

Grievances are to be filed at Step One, unless the occurrence that gave rise to the grievance originated at the City Manager's level (Step Two). If the occurrence that gave rise to the grievance originated at Step One or Step Two, the grievant may initiate the grievance at that step. The City Manager may refer the grievant to the lower level if deemed appropriate.

Employees within the bargaining unit covered by this Agreement have the right to present grievances up to Step Two and have them adjusted without the intervention of the bargaining unit representative as long as the adjustment is not inconsistent with the terms of the Agreement then in effect and as long as the bargaining representative has the opportunity to be present at the adjustment of the grievance.

Section 9.2 **Grievance Procedure** The following procedure shall be used in the grievance process:

A. **Informal Step - Immediate Supervisor** An employee having a grievance will first attempt to resolve it with his immediate supervisor. Such attempt at resolution shall be made by the grievant within seven (7) calendar days of the occurrence of the incident or knowledge of the occurrence that gave rise to the grievance.

Within seven (7) calendar days after meeting with the grievant, the supervisor shall submit to the grievant a written response to the grievance. If the grievant is not satisfied with the written response the grievant may pursue the grievance to Step One.

B. **Step One - Chief of Police** Should the grievant not be satisfied with Step One answer from the immediate supervisor, within seven (7) calendar days after receipt of the immediate supervisor's response (or seven (7) calendar days after the immediate

supervisor's response was due) the grievant may appeal the grievance to Step One by delivering a copy of the grievance form, containing the written response at the prior step and any other pertinent documents, to the Chief of Police. The grievant (or steward) shall also make reasonable efforts to submit at this step any documentation believed to support the grievance. The Chief of Police (or designee) shall date the form accurately showing the date the Chief's Office received the form.

The Chief of Police (or designee) shall, within seven (7) calendar days of receipt of the written grievance, schedule and conduct a meeting to discuss the grievance with the grievant and/or FOP/OLC steward.

Within seven (7) calendar days of the meeting at Step One, the Chief of Police (or designee) shall submit to the grievant a written response to the grievance.

C. **Step Two - City Manager** Should the grievant not be satisfied with the answer in Step One, within seven (7) calendar days of receipt of the Step One answer or seven (7) calendar days after the response was due, the grievant may appeal the grievance to Step Two by delivering a copy of the grievance, containing written responses at the prior Steps and any other pertinent documents, to the City Manager (or designee). The City Manager, (or designee), shall date the grievance, accurately showing the date the City Manager's office received the grievance.

Within seven (7) calendar days of receipt of the grievance, the City Manager shall schedule and conduct a meeting to discuss the grievance with the employee. The grievant (or steward) shall also make reasonable efforts to submit at this step any documentation believed to support the grievance. The City Manager and/or Grievant may bring appropriate witnesses.

In the meeting called for at this Step, the City Manager shall hear full explanation of the grievance and the material facts relating thereto.

Within seven (7) calendar days of the meeting at this Step, the City Manager shall submit to the grievant a written response to the grievance.

The employee may have a steward or FOP/OLC representative present at any stage of the grievance process.

Section 9.3 **Timely Processing of Grievances** Any grievance not advanced to the next step by the grievant or the FOP/OLC within the time limits in that step shall be deemed resolved by the Employer's last answer. Any grievance not answered by the Employer within the time limits in that step shall automatically proceed to the next step. Time limits may be extended by the Employer and the grievant or FOP/OLC by mutual agreement in writing.

Section 9.4 **Pre-arbitration Meetings** Either party may request, in writing, a pre-arbitration meeting and a meeting shall be conducted. Such meeting shall be for the purpose of discussing the merits of the grievance, to exchange lists of witnesses (with a description of

testimony expected), and to exchange copies of any documents expected to be used in the arbitration hearing. Requests for such meeting shall be in writing and presented/served on the other party at least thirty (30) calendar days after the Step Two written answer. A meeting shall be scheduled for a date no later than fourteen (14) calendar days after receipt of request for a pre-arbitration meeting, unless the parties agree otherwise.

Section 9.5 **Arbitration** If the grievant is not satisfied with the answer in Step Two, within fourteen (14) calendar days after receipt of the Step Two response, (or fourteen (14) calendar days after the Step Two response is due) the FOP/OLC may appeal to arbitration by serving the Employer a written notice of intent to arbitrate.

Within twenty-one (21) calendar days of the Employer's receipt of the notice of intent to file under the grievance arbitration procedure, the FOP/OLC shall, by letter, request a list of nine (9) arbitrators from the Federal Mediation and Conciliation Services ("FMCS") to hear the arbitration. Upon receipt of such list of arbitrators the parties shall attempt to select one (1) arbitrator from the list. If the parties fail to agree on the selection of one (1) arbitrator, the parties shall then proceed to alternately strike one (1) name each from the list. Determination regarding which party shall have the privilege of striking a name from the list first shall be resolved by the toss of a coin. The individual whose name remains on the list after the other names have been removed shall be the arbitrator. Both parties shall have the option to strike the entire panel of proposed arbitrators. This option to strike an entire panel may be exercised by each party once during any one (1) grievance. The Federal Mediation and Conciliation Services shall be informed of the individual selected and request that such arbitrator be assigned to the grievance. The arbitrator shall arrange with the parties, the date, time and place of the meeting. The parties may mutually agree upon an arbitrator without requesting a list from the Federal Mediation and Conciliation Services. Arbitration proceedings shall be conducted under the voluntary labor arbitration rules of the Federal Mediation and Conciliation Services, except as modified by the provisions of this Agreement. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, and may consider the testimony, evidence and documents received during the hearing. The arbitrator shall hear only one grievance at a time unless both parties agree to consolidate two (2) or more grievances. After a dispute on which the arbitrator is empowered to rule hereunder has been referred to him, such dispute may be withdrawn by either party.

The fees of the arbitrator and the rent, if any, for the hearing room shall be borne by the losing party, unless the Arbitrator renders a "split decision" in which the cost shall be paid equally by the parties. The expense of any non-employee witnesses shall be borne, if at all, by the party calling that witness. The fees of a court reporter shall be paid by the party asking for one, however, such fee shall be split equally if both parties desire a reporter or request a copy of the transcript.

No issue whatsoever may be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place during the effective dates or agreed extensions of this Agreement. No decision by an arbitrator shall infringe upon the rights or obligations of the City as expressed by the provisions of Ohio law, except as specifically modified by the express written provisions of this Agreement. Either party may raise the issue of arbitrability before the

arbitrator. In the event such issue is raised, the first question to be addressed by the arbitrator shall be whether the grievance is arbitrable.

The arbitrator shall not change wage rates already in effect pursuant to this Agreement. No award of any arbitrator shall be retroactive for a period prior to the fourteen (14) calendar day period for filing grievances. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, hearing and recording testimony from both parties and applying the rules of the Federal Mediation and Conciliation Services. The arbitrator shall not have the authority to add to, subtract from, disregard, alter or modify any of the terms or provisions of this Agreement. The arbitrator shall not grant prospective, equitable relief that extends beyond the term of this Agreement. It is expressly understood that the decision of the arbitrator, within his/her function and authority as set forth herein, shall be final and binding upon both parties. The arbitrator's decision and award shall be in writing and will state the rationale for the decision.

Section 9.6 **Exclusivity** This grievance procedure shall be the exclusive method of resolving grievances. The grievance procedure is intended to replace any and all remedies and appeals which were previously available to the Personnel Board of Review of the City of Powell.

ARTICLE 10
PERSONNEL FILES

Section 10.1 **Personnel File** There shall be a designated location for an employee to request and review their personnel file that is maintained by the City.

Section 10.2 **Employee Access to Personnel File** An employee shall have access to their own personnel folder, upon reasonable notice. Inspection shall occur at a time and in a manner acceptable to the employee and Employer. The employee may be accompanied by a FOP/OLC representative at such inspection. The Chief of Police (or designee) may be present during the review.

Section 10.3 **Copies of Records in Personnel Files** A copy of any record or document which has been placed in and or removed from the employee's personnel file shall be provided to the employee upon request, except where the record or document originates from the employee or has otherwise been provided to the employee. Any record, in any file created by the City, except those deemed confidential by the Ohio Public Records Act, shall be accessible to the bargaining unit employee upon request.

Section 10.4 **Inaccurate Documents** Should any employee have reason to believe that there are inaccuracies in documents contained in their file, the employee may write a memorandum to the Chief explaining the alleged inaccuracy. If the Chief concurs with the employee's contention, the Chief shall remove the inaccurate document or attach the employee's memorandum to the document in the file and note thereon concurrence with the memorandum's content. An employee shall have the right to attach a rebuttal or explanation statement to any document in their own personnel file.

Section 10.5 Third Party Request In the event a request by a third party is received to examine an officer's file(s) such records shall be released only if required by law, by a court order or by subpoena.

Section 10.6 Duration of Records All actions of record, including verbal reprimands, written reprimands, demotions, suspensions, or dismissal will be maintained in each employee's personnel file for a specified period of time. The following retention schedule shall apply:

A. Verbal and written reprimands will be removed, upon the employee's request, one (1) year from the date of issuance and will no longer be used for the purpose of progressive discipline provided that no further discipline for the same or similar nature is imposed within one (1) year of the reprimand. However, such records will be maintained by the Department and may be utilized for the purpose of establishing that the employee had knowledge of a standard of conduct, if the employee raises the defense of lack of knowledge.

B. For any suspension or demotion, the action of record shall be removed, upon the employee's request, three (3) years after such was given provided that no further discipline resulting in a suspension or demotion for the same or similar nature has occurred. However, such records will be maintained by the Department and may be utilized for the purpose of establishing that an employee had knowledge of a standard of conduct, if the employee raises the defense of lack of knowledge. In any case, when a suspension, reduction in pay or position, or dismissal is disaffirmed through the Grievance Procedure, or by a court of competent jurisdiction, the personnel record shall indicate such disaffirmance.

C. Copies of commendations, letters of appreciation and like matters concerning an individual member shall also be maintained in an employee's personnel file.

Section 10.7 Performance Evaluations Any performance evaluation will be reviewed by the employee. The employee will be able to make written comments on or attached to the evaluation form, such comments will pertain to the evaluation and those comments will be maintained in any file which the City uses for a performance evaluation. A member's signature on any performance evaluation, if any, shall be viewed by the parties hereto as only a representation that the employee has read it. It shall not be viewed as a representation that the employee concurred in any or all of the contents or comments thereon. The employee shall receive a copy of the evaluation in its final form. The employee may make comments after the initial review with the supervisor and at the conclusion of the process.

ARTICLE 11
NO STRIKE/ NO LOCKOUT

Section 11.1 **General Responsibilities of Parties** Inasmuch as this Agreement provides procedures for the orderly resolution of grievances, the Employer and the FOP/OLC recognize their mutual responsibility to provide for uninterrupted services to the citizens of the City of Powell.

Section 11.2 **No Strike** The FOP/OLC agrees that neither it, its officers, agents, or representatives will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer during the life of this Agreement. In all cases of an unauthorized strike, slowdown, walkout, or any unauthorized cessation of work in violation of this Agreement, the FOP/OLC shall not be liable for damages resulting from such unauthorized acts of its members. The FOP/OLC shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized work stoppage of work mentioned above. It is specifically understood and agreed that the Employer shall have the right to discipline employees for violations of this Article up to and including termination. However, discipline shall be subject to the grievance/arbitration provisions of this agreement.

Section 11.3 **No Lockout** During the term of this Agreement, the Employer shall not cause, permit, or engage in any lockout of its employees unless those employees shall have violated Section 2 of this Article.

ARTICLE 12
WORK RULES

Section 12.1 **Work Rules** While all parties agree and understand that not all standards for conduct are or should be reduced to writing, the Employer agrees that existing written work rules shall be made available to all members. The Employer agrees that new or revised written work rules shall be provided to members and the local FOP/OLC two (2) weeks in advance of their implementation, except in cases of emergency. In the event that the FOP/OLC wishes to present the views of the bargaining unit regarding a new or revised work rule, the FOP/OLC may raise the issue with the Chief (or designee) within two (2) weeks after the members and FOP/OLC are notified of new or revised work rules. All work rules will be reasonable and applied and interpreted uniformly as to all members in similar circumstances. It shall be the FOP/OLC's responsibility to establish that rules are either unreasonable or not uniformly applied.

ARTICLE 13
LABOR – MANAGEMENT COMMITTEE

Section 13.1 **Meetings** In the interest of sound Labor/Management relations, the Employer shall meet with the bargaining unit employees to discuss pending issues and/or problems and to promote a more harmonious labor/management relationship. These meetings will be held upon request of either party, but in no event will meetings be held more than quarterly. One (1) non-

employee representative of the FOP/OLC and/or the City may attend such meetings with prior notification to the other party.

An agenda will be exchanged by the parties at least seven (7) calendar days in advance of the scheduled meeting with a list of matters to be discussed in the meeting and the names of those representatives from each party who will be attending. All matters on the agenda requested by the parties to be discussed will be discussed. The purpose of such meeting shall be to:

A. Discuss the administration of this Agreement;

B. Discuss grievances, when such discussions are mutually agreed to by the parties;

C. Disseminate general information of interest to the parties;

D. Consider and discuss health and safety matters relating to employees; and

E. Discuss any other items affecting the Labor/Management relationship.

ARTICLE 14
SENIORITY

Section 14.1 **Seniority Defined** Seniority shall be defined as follows:

A. City-wide Seniority shall be defined as the duration of time an employee has been employed with the City of Powell.

B. Department Seniority shall be defined as the duration of time an employee has been employed with the City of Powell Police Department.

C. Classification Seniority shall be defined as the duration of time an employee has been employed as a Sergeant with the City of Powell Police Department.

City-wide seniority pertains to rights as it relates to vacation and sick leave accrual.

Section 14.2 **Continuous Service** Continuous service shall reflect the uninterrupted service of a member as calculated by years/days of service. Continuous service shall be interrupted only when a "break in service" occurs. A "break in service" only occurs in the following instances:

A. Separation because of resignation, except where a member is rehired within ninety (90) calendar days of resignation;

B. Promotion or transfer to a position outside the bargaining unit covered by the Agreement, except where a member returns to the bargaining unit within three hundred sixty-five (365) days of the promotion or transfer;

C. Removal which has not been overturned by the appropriate authority;
D. Failure to return from an unauthorized leave of absence; and

E. Failure to respond to a notification of recall from layoff.

Section 14.3 **Seniority Tie-Breakers** As established above, seniority shall commence on the date an individual becomes employed or promoted as a regular full-time sworn Sergeant. Should more than one (1) individual be hired or promoted on the same day, seniority preference will be determined by the individual's total Department seniority. An individual with greater Department seniority shall receive seniority preference over an individual with a lower Department seniority.

Section 14.4 **Break in Service** A member who has a "break in service" and who is subsequently rehired or reinstated, or returned to the bargaining unit, shall not receive a continuous service credit for the time spent during the "break in service"; however, the member shall receive continuous service credit except for the period of time in which the "break in service" occurred.

Section 14.5 **Seniority List** The seniority list shall be posted once a year. Complaints concerning an employee's placement on the seniority list must be raised within fifteen (15) days of the posting of the list.

ARTICLE 15
LAYOFF AND RECALL

Section 15.1 **Reasons For Layoff And Notification Of Layoff** Neither the provisions of Revised Code Sections 124.321 through 124.328 nor the Ohio Administrative Code nor the Rules and Regulations of the Personnel Board of Review of the City of Powell shall apply to layoffs by the Employer. The Employer may lay off employees for lack of funds or work, abolishment of positions, reorganization, or other justified business reason. The Employer shall notify the FOP/OLC and affected employees at least thirty (30) calendar days in advance of the effective date of the layoff or job abolishment. The FOP/OLC agrees to meet with the Employer to discuss layoffs. Either the FOP/OLC or the Employer may request a meeting to discuss the layoffs.

Section 15.2 **Layoff and Period of Recall** The Employer shall determine in which classifications layoffs will occur. Layoffs of bargaining unit employees will be by classification. Employees shall be laid off within each classification in the inverse order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. Employees of the Police Department formerly in classifications in the bargaining unit may displace into positions in other classifications according to their time in service in positions in the other unit, provided they worked in the classification. Laid off employees shall have the right to recall to a position in their former classification for a period up to eighteen (18) months from date of layoff.

Section 15.3 **Recall Notification** The Employer shall provide written notice of recall to the affected employees via personal service or via certified mail to the employee's last known address. It shall be the responsibility of each employee to keep the Employer informed of their current residence or mailing address. Laid off employees shall notify the Employer of any

temporary absence from their regular address. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff by classification.

Section 15.4 Time Limits for Recall and Return From Layoff The laid off employee shall have fourteen (14) calendar days after receipt or attempted delivery of recall notice to exercise their rights to recall. After the expiration of this time, the next employee in line on the recall roster shall be notified and be given their right to recall.

The employee who has been properly notified by the Employer must report to work within fourteen (14) calendar days from the date of receipt of the notification or from the expiration of the fourteen (14) calendar day notification period, unless a longer period is provided by the Chief of Police. Employees who fail to report for work as specified above shall forfeit their recall rights and the next employee in line on the eligibility roster shall be notified.

Section 15.5 Probationary Period Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at the time of layoff shall be required to repeat such probationary period.

Section 15.6 Appeal Any appeal regarding a layoff, reasons for a layoff, or displacements shall only be through the grievance and arbitration procedure of this Agreement beginning at Step Two. Grievances regarding layoffs must be filed within seven (7) days of notice of the layoff.

ARTICLE 16
PROBATIONARY PERIOD

Section 16.1 Requirement To Serve Probationary Period Every newly hired employee, or employee appointed to a position in the bargaining unit covered by this Agreement shall be required to successfully complete a probationary period. This probationary period requirement shall apply to all individuals hired or employed as a full-time bargaining unit employee regardless of prior service with the City of Powell Police Department and regardless of time spent as a part-time employee. However, if a full-time bargaining unit employee leaves the employment of the Employer, and is rehired into a bargaining unit position within ninety (90) calendar days of the termination of employment, the employee will only serve a one hundred eighty three (183) day probationary period. Time spent in any other capacity than full-time shall not count toward or be credited for probation unless expressly granted, in writing, by the Employer at its discretion.

Section 16.2 Length of Probationary Periods The probationary period shall begin on the first day as a full-time bargaining unit employee for which the employee receives compensation from the Employer as a full-time Sergeant and shall continue for a period of three hundred and sixty-five (365) days.

A probationary employee who has lost work time due to illness or injury for more than five (5) work days (cumulative) shall have the probation period extended by the length of the illness or injury.

Section 16.3 **Appeals by Probationary Period Employees** A new hire probationary employee may be terminated any time during his probationary period and shall have no right to appeal of the termination under the grievance procedure of this Agreement or to any other forum including, but not limited to, the Personnel Board of Review of the City of Powell. A promoted probationary employee may be demoted to the police officer rank at anytime during the probationary period and shall have no right to appeal the demotion through the grievance procedure or any other forum.

ARTICLE 17
HOURS OF WORK AND OVERTIME

Section 17.1 **Definition** The workweek shall typically consist of forty (40) hours. The salary and wage ranges prescribed in the pay plan for the respective positions are based upon a workweek of forty (40) hours and a work year of two thousand eighty (2080) hours.

Section 17.2 **Overtime** Employees shall be compensated at straight-time hourly rates for all hours in paid status, except that employees shall be compensated at a rate of one and one-half (1 ½) times their regular hourly rate for all hours in paid status in excess of forty (40) hours in a seven (7) day period. For purposes of calculating an employee's overtime, paid status shall include hours actually worked by the employee and time spent while on vacation leave, sick leave and bereavement leave.

An employee's regular rate of pay for purposes of computing overtime pay shall be calculated to include, as applicable, the following:

A. Straight time hourly rate of pay;

B. Shift differential hourly rate of pay; and

C. Any other FLSA wage augment allocations.

Prior to an employee being mandated to work overtime the employer shall seek volunteers to work from the bargaining unit or police officer rank to work as an acting sergeant.

Section 17.3 **Pyramiding** There shall be no pyramiding of pay for the same hours worked or paid.

Section 17.4 **Call In Pay/Court Pay** Any employee not on duty, who must appear in court as an arresting officer or witness in a criminal or civil case related to the employees' employment with the Employer shall receive a minimum of three (3) hours pay at the appropriate rate of pay, for the minimum or actual hours in attendance, whichever is greater. Appearances which abut an employee's work hours shall be compensated, but shall not be subject to the minimum hours set forth above. All court fees received by the employee shall be remitted to the City.

Any employee called-in to work after leaving work or in a day when the employee is not scheduled to work shall receive a minimum of three (3) hours pay at the appropriate rate of pay for the minimum or actual hours in attendance whichever is greater. Call-in time which abuts an employee's work hours shall be compensated, but not be subject to the minimum hours set forth above.

Section 17.5 Compensatory Time At the election of the employee, overtime may be compensated with compensatory time off. Such compensatory time off shall be earned in a manner consistent with the overtime provisions outlined above. Employees shall be permitted to accrue no more than eighty (80) hours of compensatory time. An employee's compensatory time balance is refillable provided that at no time may an employee's compensatory time balance exceed eighty (80) hours. On May 1 of each year, bargaining unit employees shall be permitted to convert up to forty (40) hours of their accrued, but unused compensatory time to cash at the employee's appropriate rate of pay by submitting a request in writing prior to May 1. On December 1 of each year, an employee shall be permitted to convert their accrued, but unused compensatory time to cash at the employee's appropriate rate of pay by submitting a request in writing prior to December 1.

Section 17.6 Payment of Accrued Compensatory Time at Separation Upon separation from employment, employees shall be paid for their accrued, but unused compensatory time. In the event of any employee's death, such accrued, but unused, compensatory time shall be paid to the employee's surviving spouse or estate.

ARTICLE 18
SHIFT PREFERENCE

Section 18.1 Shift Assignment Each employee shall be assigned to a regular shift. The regular shift shall be defined as the assigned schedule. Annually employees may submit their preference for shift assignments ("shift bid"). The Chief will provide a two (2) week notice for the submission of preferences for shift assignments.

However, in the event the Chief anticipates a reason justifying the need to conduct a new shift bid, the Chief shall notify the FOP/OLC of the anticipated reason for conducting a new shift bid and meet with the FOP/OLC to discuss the shift bid, as well as, alternative options prior to conducting any new shift bid. The Chief shall not conduct new shift bids for arbitrary, capricious or unreasonable reasons. Similarly, if the FOP/OLC believes that a new shift bid would be beneficial, it shall contact the Chief in order to discuss its rationale as to why a new shift bid is beneficial. Following the meeting, if it is demonstrated that a new shift bid is beneficial, a new shift bid will be made consistent with this Section.

Section 18.2 Daily Schedule The City recognizes the benefit to be achieved from advanced notice of scheduling and, accordingly, agrees that, unless unusual circumstances prohibit, the daily schedule for the employees will be determined by the Employer and posted at least four (4) weeks prior to the implementation of the work schedule. If a change in the posted daily schedule becomes necessary, the effected Employee will be notified of such change with as much advance

notification as possible through a written memorandum, telephone call, or personally speaking to the effected Employee.

Section 18.3 **Exchange of Shifts/Days Off** Employees may request in writing, to temporarily exchange days off or shift assignments for a period not to exceed one (1) pay period. Temporary exchanges of work days or shift assignments require the approval of the Chief, or other supervisor.

Section 18.4 **Change in Shift Assignment or Daily Schedule** Employees may request to alter their daily schedule, with the approval of their immediate supervisors.

ARTICLE 19
COMPENSATION

Section 19.1 **Pay Rates** Effective the first full pay period including the dates below, all bargaining unit employees shall be paid as follows. Sergeants shall be compensated pursuant to the wage schedule below. Newly promoted, or hired, Sergeants shall also be compensated pursuant to the wage schedule below.

	0-1 Year	After 1 Year
July 1, 2014	$81,265.60 Annually* $39.07 Hourly	$84,593.60 Annually* $40.67 Hourly
July 1, 2015	$84,115.20Annually* $40.44 Hourly	$87,547.20 Annually* $42.09 Hourly
July 1, 2016	$86,216.00 Annually* $41.45 Hourly	$89,752.00 Annually* $43.15 Hourly
January 1, 2017	$88,379.20 Annually* $42.49 Hourly	$91,977.60 Annually* $44.22 Hourly
Last pay period not including July 1, 2017	$88,379.20 Annually* $42.49 Hourly	$92,393.60 Annually* $44.42 Hourly

*It is understood that the annual rate is listed for illustrative purposes only as bargaining unit employees are hourly employees.

Section 19.2 **Shift Differential** Sergeants assigned to a shift in which at least one-half (½) or more of their scheduled working hours occur between the hours of 2:00 p.m. and 6:00 a.m. shall receive a shift differential of $0.90/hr.

Section 19.3 **Work Above Rank** Sergeants assigned in writing by the Chief of Police or City Manager to serve in the full capacity of Chief of Police, or Deputy Chief, including all duties of the position(s), for a period of greater than forty (40) work hours in a week shall receive a one

hundred fifty dollars ($150) supplement for each week that they are assigned in writing to serve in that capacity.

Section 19.7 Longevity Effective January 1, 2016, after seven (7) full years of completed service with the City of Powell Police Department as a Patrol Officer or Sergeant, bargaining unit employees shall be eligible for an hourly longevity supplement as follows:

After 7 full years of completed service (beginning the employee's 8th year) through 14 years of completed service: $0.10/hr.

After 14 years of completed service (beginning the employee's 15th year) through 19 years of completed service: $0.15/hr.

After 19 years of completed service (beginning the employee's 20th year) through 24 years of completed service: $0.20/hr.

After 24 years of completed service (beginning the employee's 25th year): $0.25/hr.

ARTICLE 20
HOLIDAYS

Section 20.1 Paid Holidays The following are designated as paid holidays for all Employees:
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve (4 hrs.)
Christmas Day
New Years Eve (4hrs.)

Section 20.2 Holidays Observed/Paid Employees assigned to work a holiday shall be paid at a rate of one and one-half (1½) times their regular hourly rate for all hours worked on the holiday, in addition to receiving their eight (8) hours or four (4) hours of holiday pay, whichever is applicable.

Employees not assigned to work a holiday shall receive eight (8) hours or four (4) hours holiday pay, whichever is applicable, at the employee's appropriate straight pay rate.

Effective upon signing of this Agreement, in lieu of cash payment, Bargaining unit employees may elect in writing to place the holiday pay (four (4) or eight (8) hours whichever is applicable) for the above holidays in a holiday pay compensatory time bank. The use of the "holiday pay compensatory time" shall be subject to the same restrictions and request requirements as all other

paid leaves. Any hours placed in the holiday pay compensatory time bank must be used or converted to cash prior to June 30 of each year. Any cash payment for time in the holiday pay compensatory time bank shall be paid at the hourly rate which it was earned.

Section 20.3 **Personal Day** Employees employed on January 1 of each calendar year shall receive two (2) personal days. The two (2) personal days must be used by December 31 of each calendar year or the employee will lose them. Employees hired between January 1 and June 30 will receive one (1) personal day for that calendar year. Employees hired after June 30 will not receive any personal days for that calendar year. Promoted employees may carry-over any unused personal days to their credit. Employees shall not be permitted to carry-over any unused personal days to the following calendar year.

Employees leaving in good-standing during the course of the year shall receive payment for any unused personal days that have been accrued but not used. For purposes of this section, "calendar year" shall be defined as January 1 through December 31.

The use of such personal days shall be submitted in writing to the Employer and subject to the Employer's approval which shall not be unreasonably denied. A personal day shall be taken in a minimum of eight (8) hours increments.

ARTICLE 21
VACATION LEAVE

Section 21.1 **Vacation Year** The vacation year for Employees shall end at midnight on December 31 of each year.

Section 21.2 **Accrual** Employees shall accrue vacation leave by pay period at the annual rate set forth in Section 21.3, based upon years of service of continuous service with the City. A new employee shall accrue, but not use, vacation until completion of six (6) months of service with the City. An employee shall not earn full vacation accrual in a given pay period unless the employee is in full pay status (i.e. on duty or on approved leave with pay, including sick leave, vacation, injury leave, bereavement leave, compensatory time leave, and holidays) in the entire pay period. In the event an employee is not in full pay status during the entire pay period, the employee shall accrue vacation leave on a pro-rated basis for the part of the pay period for which an employee is on duty or on approved leave with pay.

Section 21.3 **Schedule of Accrual** Each employee shall be entitled to vacation leave based upon the following vacation accrual schedule:

Completed Years of Service	Accrued Vacation (Hours Per Year)	Accrual Level (Max.) Per Pay Period
0-4 Years of Service	80 Hours (10 days)	3.1 Hours
5-9 Years of Service	120 Hours (15 days)	4.6 Hours
10-15 Years of Service	140 Hours (17.5 days)	5.4 Hours
16-25 Years of Service	160 Hours (20 days)	6.2 Hours
26+ Years of Service	200 Hours (25 days)	7.7 Hours

Section 21.4 **Maximum Accumulation** Eligible full-time employees may accumulate unused vacation leave days as calculated below:

CONINUOUS LENGTH OF SERVICE	MAXIMUM ACCUMULATION
0-4 years of service	120 hours (15 days)
5-9 years of service	180 hours (22.5 days)
10-15 years of service	210 hours (26.25 days)
16-25 years of service	240 hours (30 days)
26+ years of service	300 hours (37.5 days)

Hours in excess of the maximum amount at the end of the year (Dec. 31) will not be permitted to be carried over and will be forfeited. Employees hired before January 1, 2009 shall be eligible to keep a maximum of 160 hours (20 days) if they fall into the 0-4 years of service category.

Section 21.5 **Scheduling**

A. Vacation leave may be taken in one (1) hour increments.

B. All vacation hours shall be paid at full pay at the applicable straight time rates.

C. Employees who are laid off, who resign, or who are otherwise separated from City service shall be paid all accrued but unused vacation to which they are entitled at the rate of pay in effect at the time of separation. In the event of an employee's death, such compensation shall be paid to the Employee's surviving spouse, or secondarily the estate.

Section 21.6 **Pay in Lieu of Vacation** Employees who have completed one (1) year of service may request pay in lieu of vacation. Employees must first take or have scheduled two (2) week vacation in a calendar year, prior to submitting such a request. Employees may receive payment for up to two (2) weeks of their accumulated balances.

ARTICLE 22
UNIFORMS AND EQUIPMENT

Section 22.1 **Uniforms and Equipment** The Employer shall determine and provide employees any required uniform and equipment items. It is the responsibility of all employees to maintain their uniforms and, to be presentable and dress within the standards established by the Employer. Should it be determined that it is necessary to change or replace an employee's uniform and/or equipment items, the employee is required to turn in any such uniform and/or equipment item when the Employer provides the employee the new or replacement item.

Section 22.2 **Personal Property** Where an employee supplies evidence that the employee sustained damage to personal property including clothing while performing assigned duties of work with due caution and without negligence on the part of the employee, the Employer shall reimburse the employee for the cost of necessary repairs or replacements (no more than two hundred dollars ($200) for any item). The employee shall present the personal property for the Employer's inspection prior to the repair or replacement of said property. (Repair or replacement of said property shall be at the Employer's option).

Section 22.3 **Damaged Uniforms** The Employer shall replace, at no cost to the employee, any uniform or piece thereof which is damaged or destroyed in the line of duty or scope of employment, unless the negligence of or intentional abuse by the employee causes the loss. Any such incident shall be reported to the Employer (or designee) who shall make the appropriate allowance to replace the uniform or piece.

Section 22.4 **Uniform/Equipment Return** All uniforms, accessories, other items of clothing and equipment purchased by the Employer shall remain the property of the Employer. Upon termination of employment, the employee shall return such uniform or clothing items to the Employer.

Section 22.5 **Detective Clothing Allowance** Employees permanently assigned to serve in a "plain clothes" capacity shall receive a credit in the amount of eight hundred dollars ($800.00), to be utilized for the purpose of purchasing clothing to wear while serving in such capacity. The credit is to be utilized prior to December 31 of each year. Unused money shall not be carried over to the following year. In order to receive reimbursement for purchases, employees so assigned to "plain clothes" shall obtain the prior approval of the Chief, or designee. Reimbursement requires the submission of receipts documenting the purchase amounts.

Section 22.6 **IRS Requirements** It is understood that employees are responsible for complying with the IRS tax requirements, if any, related to any uniforms(s), uniform item(s), equipment or clothing allowance provided by the Employer.

ARTICLE 23
HEALTH INSURANCE

Section 23.1 The Employer shall make available and offer to bargaining unit employees group medical and dental insurance coverage for each employee. The medical and dental insurance coverage shall be provided through an insurance plan offered and administered by a reputable company, organization, agency, carrier or other entity that satisfies and complies with all regulatory requirements of the Ohio Department of Insurance. The level of insurance benefits provided to bargaining unit employees shall be the same as the level of insurance benefits provided to other general non-bargaining employees of the City of Powell. Bargaining unit employees shall be responsible for paying the same amount as the general non-bargaining employees for their monthly insurance costs not to exceed thirteen percent (13%). For purposes of the employee contribution, the monthly insurance costs shall include any premium paid for medical coverage, dental coverage and any applicable taxes associated with the medical and/or dental insurance.

In the event the City of Powell utilizes (or continues to utilize) a high deductible health insurance plan, or other similar health insurance plan, bargaining unit employees shall continue to make the same contribution to any Health Savings Account, or similar account in the same amount and manner as all other City employees. Similarly, the City shall make the same contribution to any Health Savings Account, or similar account, in the same amount and manner as all other City employees.

It is further agreed and understood that that the City will permit one (1) member to serve on a City Employee Insurance Committee to review and advise the City as to its choice in Health Care Plans.

Section 23.2 The Employer shall make available a premium flexible benefit plan to bargaining unit employees so their share of insurance premiums shall be before tax. The Employer shall also make available a medical and dependent care flexible benefit plan to bargaining unit employees.

Section 23.3 The Employer shall provide life insurance coverage to bargaining unit employees at the same coverage levels and pursuant to the same terms and conditions as all City of Powell non-bargaining unit employees.

Section 23.4 An employee who provides satisfactory proof of coverage under another insurance plan may waive insurance coverage through the City of Powell insurance plan (medical and dental). Employees who have both spouses employed by the City of Powell will not be eligible to opt out of the plan. Employees waiving coverage under the City of Powell's plane shall receive a waiver payment based upon the following:

A. Employees waiving all City insurance coverage (medical and dental) shall receive an annual waiver payment in the amount of fifteen hundred and sixty dollars ($1,560) paid in quarterly payments of three hundred and ninety dollars ($390);

B. Employees waiving only City health coverage (continuing City dental coverage) shall receive an annual waiver payment in the amount of eight hundred dollars ($800) paid in quarterly payments of two hundred dollars;

C. Employees waiving only City dental coverage (continuing City medical insurance) shall receive an annual waiver payment in the amount of two hundred and forty dollars ($240) paid in quarterly payments of sixty dollars ($60).

In order to be eligible to receive the waiver payment, employees must waive insurance coverage through the City of Powell plan (either medical or dental or both) for the three (3) months prior to the quarterly payment. Employees opting out of insurance coverage through the City of Powell insurance plan will only be permitted to rejoin the plan during the period of open enrollment or pursuant to some other qualifying event giving rise to the need and eligibility to rejoin the plan. Employees rejoining the plan will no longer be eligible for the waiver payment unless the employee has been off the City's plan for three (3) consecutive months prior to the date of the quarterly payment (October 1, January 1, April 1, and July 1).

ARTICLE 24
SICK LEAVE

Section 24.1 **Paid Sick Leave Days** Employees are eligible for paid sick leave days. Sick leave days will accrue at the following rate:

Full-Time Employee Designation	Sick Leave Accrual Rate	Maximum Annual Sick Leave Accrual
Hourly/Salary Paid Hour pay period	4.6 hrs/per 80	119.6 hours=15 days

Section 24.2 **Active Pay Status** For purposes of accumulating sick leave hours, "active pay status" is defined as hours actually worked and any paid time off hours (vacation, sick leave, bereavement leave and holidays). It shall not include non-paid time off.

Section 24.3 **Compensation** Approved paid sick leave will be paid at the employee's regular rate of compensation. Sick leave may be taken in one-half (½) hour increments.

Section 24.4 **Accumulation** Eligible full-time employees may accumulate unused sick leave days up to a maximum of 1040 hours (130) days. Employees who have reached the maximum "cap" amount will receive a cash benefit, at the end of the year, for any accrued paid sick leave hours over the maximum amount as follows: the cash benefit shall equal one hour of the employee's regular rate of pay for every two hours of unused sick leave credit.

Unused, accumulated sick leave cannot be converted to personal holidays, vacation, or transferred to other staff. Unused, accumulated sick leave days shall be forfeited upon separation of employment with two narrow exceptions: (1) upon the voluntary retirement of any full-time employee with ten (10) years of public service under the State Retirement System, the employee will be entitled to a payout for twenty-five percent (25%) of the value of the full-time employee's unused and accumulated sick leave credit up to the maximum 130 day limit; or (b) the same pay out arrangement shall be made to the full-time employee's spouse or estate upon the death of an employee who was actively employed by the City. An employee may use sick leave only up to the amount that has been accumulated at the time of need. If sick leave is exhausted, an employee may opt to use any accrued vacation that may be necessary, upon the approval of the City Manager, or may apply for any applicable leave of absence. Otherwise, any medically-related absence in excess of the number of paid sick leave days accumulated to the employee's credit will be without pay.

Section 24.5 **Use of Sick Leave Days** Sick leave may be utilized for a maximum of up to three (3) consecutive working days off with the approval from the eligible employee's immediate supervisor. After the third day, sick leave may be utilized only upon the approval of the City Manager or designee. In any event, sick leave may be utilized for the following reasons:

A. Employee is unable to work due to a medically diagnosable condition or disability;

B. Unexpected medical immediate family emergency where the employee's presence is unavoidably necessary;

C. Medical, dental or optical examinations or treatments for the employee or a member of the immediate family upon prior approval of the employee's immediate supervisor; or

D. Bereavement leave due to the death of the employee's spouse, children, mother (in-law), father (in law), sister (in law), brother (in law), grandparent (in law), grandchild, legal guardian. Bereavement leave may be taken up to three (3) consecutive working days. Additional bereavement leave, not to exceed two (2) additional days, may be requested of the chief, or designee, in order to accommodate an employee's travel arrangements to attend a funeral.

For purposes of this article, immediate family shall be defined to include an employee's spouse, children or other resident dependents.

Section 24.6 **Notification** Employees must notify the Employer not less than two (2) hours prior to their scheduled starting time. The employee also must notify the immediate supervisor on each succeeding day of the absence, unless it previously has been reported to the immediate supervisor and the employee has been authorized to report less frequently than daily. The mere fact that an employee has reported an absence does not excuse an absence.

When requesting and/or taking less than one full sick leave day (in minimal increments of one-half (½) hour), the employee must notify the immediate supervisor of the employee's arrival and/or departure times so that this time off accurately can be deducted from the employee's remaining sick leave time.

Section 24.7 **Documentation** Medical documentation, including a medical examination required by the City, may be required for any amount of sick leave time off taken. Time to attend and any expenses for required medical examinations shall be at the City's cost.

Section 24.8 **Sick Leave While on Vacation** If an employee becomes injured or ill while on scheduled vacation, that injury or illness confines the employee to a hospital or a residence, the employee may opt to charge vacation time to any unused, accumulated sick leave days. Proper documentation confirming the injury or illness must be submitted to the employee's immediate supervisor before such a change can be made.

ARTICLE 25
SPECIAL LEAVES

Section 25.1 **Leaves Without Pay** Leave without pay may be granted, upon the approval of the Chief (or designee), if requested in writing by the Employee. Leave without pay may be granted for:

A. Personal Leave: A leave without pay may be granted at the discretion of the Chief of Police (or designee), for personal reasons, not to exceed thirty (30) days without loss of seniority.

This may be extended only with the written approval of the Chief of Police (or designee), and must be submitted in writing a minimum of two (2) weeks prior to the requested date of the extension.

B. Medical Leave Of Absence: Upon written application to the City, leaves of absence or renewals thereof without pay including those of thirty (30) days or more, shall be granted to each fulltime employee who is absent from work and unable to work because of a medically diagnosable, not duty related sickness, injury, or disability, provided, however, that the employee submits to the City such medical evidence of the cause and duration of the absence, the employee's inability to work, and the employee's ability to resume employment as the City may request. The City reserves the right to refer an employee to a doctor of its choice to obtain information concerning a period of absence. The initial leave of absence, which under certain extenuating circumstances, may be requested orally but then must be reduced to writing, shall be for an initial period of five (5) days and shall not exceed thirty (30) calendar days and any renewal must be requested in writing prior to the expiration of the leave then in effect. The duration of each leave of absence and any renewals thereof shall be specifically stated in the request and in the granting of the leave. No leaves will be granted for a total or continuous period or periods which exceed twenty-six (26) weeks, in any one continuous twelve (12) month period. Failure of an employee to report for work at the time at which the employee is regularly scheduled to report at the conclusion of the approved leave period will result in termination of employment.

The employee may elect to apply any earned but unused vacation or paid sick leave time toward a leave of absence for medical purposes. Moreover, a leave of absence without pay for medical purposes means that time previously worked for the City is not lost in computation of length of service and the benefits dependent thereon. However, time spent while on such a leave will not be credited toward any calculation of any applicable paid vacation or sick leave time. An employee on said medical leave also will not be eligible for any holiday falling within this medical leave without pay period.

Section 25.2 **Leave with Pay** Leave with pay may be granted for good and sufficient reasons which are considered to be in the best interest of the City, by the Chief of Police (or designee).

Section 25.3 **Jury Duty Leave** Employees called for jury duty during their scheduled work hours shall receive their regular pay for such hours as they are required to be absent from work due to jury service. The employee shall remit any juror's fee earned to the City.

Section 25.4 **Military Leave** Employees will be granted to military leave by the Employer consistent with Ohio and Federal Law.

Section 25.5 **Family and Medical Leave** Employees will be granted Family Medical Leave consistent with the City policy and the provisions of the Family Medical Leave Act ("FMLA") of 1993 as amended.

ARTICLE 26
EXAMINATIONS

Section 26.1 **Health and Safety** Examinations are intended to guard the health and safety of employees and will be ordered as a precautionary measure, periodically to ensure the health of employees or when, in individual situations, the Employer has concern for an employee's ability to perform the material and substantial duties of the employee's position.

Section 26.2 **Examinations - General** Examination of employees to determine their ability to perform the material and substantial duties of their position and assignment may be required of employees. Examinations shall be required for employees when ordered by the Employer. Examinations may be either periodic or as the Employer requires. Employees required to attend a medical examination by the Employer during their non-scheduled hours shall be compensated for the time spent at the examination. Employees attending an examination ordered by the Chief shall not be eligible for call-in pay.

Section 26.3 **Examinations - Appeals** If an employee who is ordered to an examination is found not qualified, the employee may request available sick leave, vacation or disability leave with the right to return within three (3) years. The cost of such examination required by the City shall be paid by the City. If the employee disagrees with said determination, the employee may be examined by a licensed practitioner of the employee's choice at the employee's expense. If the two reports conflict, a third opinion shall be rendered by a neutral licensed practitioner chosen by the first two licensed practitioners whose decision shall not be appealable to the grievance procedure. The neutral's cost shall be borne equally by both parties.

Employees shall be compensated for a predetermined travel time, as determined by the Chief (or designee), from police headquarters to the assigned examination location and back. Additionally, the employee will be eligible to receive mileage reimbursement for the use of their own vehicle, if necessary, and will be eligible for reimbursement of travel expenses pursuant to Departmental Policy and subject to the approval of the Chief (or designee).

ARTICLE 27
TRAINING

Section 27.1 **Mandatory Training** When attendance is required by the Employer, an employee may be allowed time off without loss of pay for the purpose of taking work-related educational courses or training at an Employer approved educational institution. Any class or training session required by the Employer will be paid by the Employer. Employees will be paid their applicable rate of pay for the time spent in mandatory training when scheduled by the Department to attend the training session during the employee's normal work hours. Any class or training session required by statute or regulation or necessary for a member to retain or secure certification shall be considered time worked. Employees who utilize a Department vehicle shall be compensated for the predetermined travel time, as determined by the Chief (or designee), from police headquarters to the assigned training location and back. If no police vehicles are available, employees may drive their own vehicles and be compensated as stated above. Additionally, the employee will be eligible to receive mileage reimbursement for use of their

personal vehicle, and will be eligible for reimbursement of travel expenses pursuant to Departmental Policy and subject to the approval of the Chief (or designee).

Section 27.2 **Voluntary Training** At least annually, the Chief (or designee) shall post a list of approved work-related educational courses or training. Employees shall advise the Chief, in writing, of those course(s) the employee desires to take. The employee may also request a course not on the approved list. The Chief will have the discretion to determine whether to approve the training and/or if the training will be during the employee's work hours. Except for specialized training, the City will make reasonable efforts to distribute voluntary training among bargaining unit employees who have submitted a statement of interest. However, the Chief (or designee), shall ultimately determine training opportunities and requirements for its employees.

ARTICLE 28
EDUCATIONAL INCENTIVE

SECTION 28.1 **Educational Incentive** After three (3) years of employment with the City of Powell Police Department, an employee who has an Associate's, Bachelor's or Master's degree from an accredited college/university, shall be entitled to a yearly educational incentive as follows:

Associate's Degree	$125
Bachelor's Degree	$350
Master's Degree	$500

Upon prior written request on or around November 1 by the employee, payment of the educational incentive shall be made during the pay period including December 1. Payment for the highest degree earned shall be considered compensation for all preceding degrees.

ARTICLE 29
MISCELLANEOUS

Section 29.1 **Agreement Copies** As soon as possible, following the signing of this Agreement, the Employer shall have copies of this Agreement printed for the Union and filing at the State Employment Relations Board (SERB). The actual cost of printing the initial copies of the Agreement shall be paid by the Employer. New employees (hired/promoted) during the life of this Agreement will be provided a copy of the Agreement by the Employer.

Section 29.2 **Safety** The responsibility for maintaining City-owned equipment is a responsibility shared by both the Employer and the employees. Employees are required to operate City-owned equipment in a safe and reasonable manner and to report to management any safety or maintenance problems. The Employer shall use reasonable care in curing any reported safety defects and maintaining such equipment in safe and efficient working order.

Section 29.3 **Communicable Disease Testing** If testing for communicable diseases is required by the Employer, then the Employer shall pay for the test.

Section 29.4 **Hazardous Conditions Exposure Testing** In the event that an employee has a reasonable belief that the employee has been exposed to a biological or chemical hazard that is

verified by the employee's supervisor, the employee with the Chief's approval shall be tested for any condition resulting from such exposure. The cost of the examination shall be paid by the City.

Section 29.5 **Injury Leave with Pay** Injury leave shall be granted by the Chief until Workers' Compensation benefits are received or thirty (30) calendar days after the date of the injury giving rise to the need for such leave, whichever occurs first. Injury is defined as a service-connected injury occurring within the course and scope of the employee's duties which interferes with an employee's ability to perform normal work duties. Simultaneous with a request for injury leave, the employee shall also make application and actively pursue a claim for benefits under the Workers' Compensation law. The employee shall provide the City notice of the employee's salary leave application if requesting the use of more than 7 days of injury leave.

Section 29.6 **Purchase Of Service Weapon** Any member who is not under an investigation that could lead to lost time, discharge and/or criminal charges and who is eligible for and honorably retires (with the Ohio Police and Firefighters Pension System or PERS) from active duty with the City may purchase their city issued service weapon from the City at a cost of one dollar ($1.00). The Chief of Police shall have the final review to determine whether a retiring Sergeant qualifies to purchase their weapon.

ARTICLE 30
DURATION, SUBSEQUENT NEGOTIATIONS, AND ENTIRE AGREEMENT

Section 30.1 **Duration** The provisions of this Agreement unless otherwise provided for herein, shall become effective July 1, 2014 and shall remain in full force and effect until 11:59 p.m. on June 30, 2017.

Section 30.2 **Subsequent Negotiations** If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, and no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be consistent with a method approved by the State Employment Relations Board. At the conclusion of the parties' Agreement, in the event Ohio law requires a timeline to serve the other party a notice to negotiate different than outlined above, the parties shall adhere to those timelines.

Section 30.3 **Entire Agreement** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and Agreements arrived at by the parties hereto after the exercise of those rights and opportunities set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union, and all prior Agreements, practices, and policies concerning the subject matter provided for herein, either oral or written, are hereby canceled.

SIGNATURE

In witness whereof, the parties have executed this Agreement between City of Powell and Fraternal Order of Police, Ohio Labor Council, Inc., as of the __ day of _____, 2014__ in Powell, Ohio.

Sergeant Sallows

Gary Vest, Chief of Police

Sergeant Lucas

Steve Lutz, City Manager

Ross Rader, Staff Representative
Fraternal Order of Police, Ohio
Labor Council, Inc.

Benjamin Albrecht, Labor Counsel for
City of Powell