



# LABOR AGREEMENT

BY AND BETWEEN

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08/06/2014

## THE CITY OF XENIA



AND THE



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

### CAPTAINS

September 28, 2014 through September 23, 2017

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## ARTICLE 1 AGREEMENT

Section 1.1. Agreement. This Agreement is made and entered into at Xenia, Ohio, by and between the CITY OF XENIA, OHIO, pursuant to its authority under Chapter 4117 of the Ohio Revised Code, hereinafter referred to as the "City", and the Fraternal Order of Police, Ohio Labor Council hereinafter referred to as the "Lodge".

The Lodge represents Employees of the Police Division as specified herein. Specifically the Agreement addresses matters pertaining to wages, hours, terms or other conditions of employment.

Section 1.2. Lodge Recognition. The City recognizes the Lodge as the sole and exclusive bargaining representative for all sworn police personnel in the rank of Captain and excluding the Chief, Sergeants, Patrol and all other employees as specified in the SERB Directive Certifying Exclusive Representation in CASE NO. 95-REP-04-0081 and as amended in Case No 04-REP-12-0220.

ARTICLE 2  
CONFLICT OF CONTRACT AND LAW

Section 2.1. Legal References. In the event any Federal Law or State Law conflicts with any of the provisions of the Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. In such an event and upon written request by either party, the parties to this Agreement shall meet at a mutually agreeable time in an attempt to modify the invalid provisions of this Agreement by good faith negotiations which shall be subject to the dispute resolution procedures of Chapter 4117 of the Ohio Revised Code.

ARTICLE 3  
LODGE DEDUCTIONS

Section 3.1. Lodge Deductions. The City shall deduct from the wages of an employee and turn over to proper officers of the Lodge a sum equal to the amount certified by the Lodge as the annual dues divided by the number twenty-four (24). The officer shall individually and voluntarily provide the City with written notification consistent with the provisions herein and with Section 4117.09(B)(2) of the Ohio Revised Code. An officer desiring to revoke payroll deductions authorization shall notify the City's Director of Finance in writing, but such revocation notice may only be given during the last thirty (30) days of this Agreement.

If the revocation notice is received by the Director of Finance less than fifteen (15) calendar days prior to the first of the month, the employee's payroll deduction shall cease not later than fourteen (14) calendar days thereafter.

Section 3.2. Indemnification. The Lodge shall hold the City harmless for any payroll deductions and payments made by the City to the Lodge in reliance on certification from the Lodge during the term of the payroll deduction authorization and for costs of defense of any litigation arising therefrom.

ARTICLE 4  
MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 4.1. Management Rights and Responsibilities. Except to the extent expressly modified or provided by a specific provision of this Agreement, the City reserves and retains solely and exclusively all of its statutory and common law rights to manage the operation of the Safety Department of the City of Xenia, Ohio.

The sole and exclusive rights of the City which are not abridged by this Agreement shall include but are not limited to its rights to establish or continue policies, practices or procedures for the conduct of the Safety Department and its services to the citizens of Xenia, and from time to time, to change or abolish such practices or procedures if the change or abolishment is not in conflict with this Agreement. The City retains the right:

- A. To determine the number of hours per day or week any operation of the Safety Department may be carried on;
- B. To recruit, select and determine the number of qualifications and characteristics of employees;
- C. To assign such work in accordance with the requirements determined by the City;
- D. To establish training programs and requirements for upgrading employees;
- E. To establish and change work schedules and assignments;
- F. To transfer, promote, demote, lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons;
- G. To continue, alter, make and enforce reasonable rules for the maintenance of discipline;
- H. To suspend, discharge or otherwise discipline employees for just cause and to take such measures as the City may determine to be necessary for the orderly and efficient operation of the Safety Department. Nothing herein shall prevent an employee from presenting a grievance for the alleged violation of any article or specific term of this Agreement. None of the Management rights contained herein shall be exercised in a capricious or discriminatory manner against any member of the bargaining unit.

ARTICLE 5  
NON-DISCRIMINATION

Section 5.1. Non-Discrimination. The parties hereto agree that neither shall discriminate against any bargaining unit member because of membership or non-membership in the Lodge, or the participation in the actives herein prescribed, nor discriminate against any member of the Lodge for any action involving the employee's assigned duties on behalf of the Department of Safety, City of Xenia, Ohio.

Section 5.2. Compliance. The City, the Lodge and each member will fully comply with all applicable laws, constitutional provisions or ordinances forbidding discrimination on account or race, color, religion, sex, disability, national origin, ancestry, age, marital status or political affiliation.

Section 5.3. Plurals and Gender. Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular. Words, whether in the masculine, feminine or neuter 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 is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 6  
STRIKES AND LOCKOUTS

Section 6.1. Lockouts, Strikes, Work Stoppages. The City agrees that so long as this Agreement is in effect there shall be no lockouts. The Lodge, its members, officers, agents and employees covered by this agreement agree that there shall be no strikes, sit-downs, boycotts, interruption of work or interference with public services for any cause whatsoever.

## ARTICLE 7 SENIORITY

Section 7.1. Seniority Defined. Seniority, for the purpose of this Agreement, shall be defined as the "time in grade" as determined by the date of appointment to the classification, except as may be identified in Section 7.2 below.

Section 7.2. Layoff. The City shall determine in which classifications layoffs will occur. Probationary employees will be laid off prior to permanent employees. Permanent employees will be laid off based on classification retention points. Employees who are to be laid off may elect to displace employees with fewer classification retention points in lower classifications of the same classification series. This displacement will occur in the next lower classification whenever possible starting with the employee in that classification having the fewest *classification* retention points.

Employees in the Police classification series shall retain their classification seniority points from the affected classification when calculating classification retention points in the next lower classification and so on.

Section 7.3. Assignments. In determining who will be placed in an open assignment and/or new assignments within the division, the Chief of Police may give consideration to the seniority of the applicants in making the assignment. Nothing contained in this Article shall interfere with the authority of the Chief of Police to make or change assignments when necessary for the proper and efficient operation of the Police Division.

**Note! *Where this article is silent on Layoff and Recall procedures, Civil Service Rules and Regulations will be followed.***

## ARTICLE 8 LODGE BUSINESS

Section 8.1. Representation. The Lodge may designate representatives. These representatives shall be certified to the City in writing. Only those representatives certified by the Lodge in writing will be permitted to conduct business on behalf of the Lodge.

Section 8.2. Grievance Representative. The Grievance Representative shall be identified, and the City kept informed as to the representative's identity at all times. The representative shall act as liaison between the City and the Lodge in grievance matters.

The Grievance Representative may be released at reasonable times upon request to participate in meetings and discussions with regard to grievances or afore-mentioned problem areas without loss of pay or benefits.

Section 8.3. Negotiations. If the employee(s) is/are on duty while 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 8.4. Delegates/Lodge Officers.

- A. The City will make provisions for up to three (3) days' authorized leave annually for the Lodge Representative or designee (s) to attend the Lodge convention or other major Lodge business meetings. The above days off for the Lodge Representative or designee(s) shall be days off with full pay at no expense to the officer's vacation/sick leave credit.
- B. The Representative of the Lodge shall, at least ten (10) days prior to the date of the function, submit notice to the Chief of Police identifying the function, certify the members attending and indicate the starting and ending date and applicable scheduled hours for each employee. The Chief will approve the request within three (3) working days after receipt, provided division operations will not be unduly affected on the scheduled days in question.
- C. The City shall make reasonable provisions for authorizing use of vacation leave, holiday time, or compensatory time for employees to attend or conduct Lodge functions or for State Lodge officers or delegates to attend State Lodge meetings. Such release from duty is subject to scheduling requirements in the interest of efficient operation of the division but shall not be arbitrarily refused by the City.

## ARTICLE 9 DISCIPLINE AND SELF-INCRIMINATION

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 officers of the Division. The specific procedures and rights of the City and the officers are outlined so that a clear understanding by both parties may be realized.

Section 9.2. Police Investigation Procedures. The City will use either the existing chain of command structure, the Criminal Investigations Section or other law enforcement related means (Greene County Sheriff, B.C.I., F.B.I., etc.) as designated by the Chief to clarify complaints or allegations regarding members of the Police Division. Any internal affairs investigation will first be prefaced by a review of the complaint or allegation by the City except in instances involving shootings. Disciplinary functions will be handled through the existing chain of command structure. Any complaints which are frivolous upon their face will be classified unfounded immediately after a completed investigation.

Section 9.3. Investigation by the City. The City shall conduct an investigation of alleged misconduct by an employee and require the employee of the Police Division to submit written reports, either by written order or memorandum. If any report shows or tends to show that the employee submitting the report has committed a crime, the use of such report shall be subject to the following:

- A. An employee shall be informed of the nature of the investigation prior to any questioning.
- B. The report may not be used at any state (Grand Jury or Trial) in any criminal proceedings against the employee.
- C. The report may be used by the City in taking action and in defending such action with respect to discharge or discipline of the employee.
- D. Failure by an employee to complete the report may result in disciplinary action.
- E. Before an employee may be charged with any violation of the Division Rules and Regulations for a refusal to answer questions or participate in an investigation, the employee shall be advised that refusal to answer such questions or participate in such investigation may be the basis of such a charge, in itself.
- F. An on-the-spot interview during or practically contemporaneous to the event in question may not require the presence of the grievance representative.

Section 9.4. Minor Violations.

- A. In the interest of fair and expeditious corrective action, an employee who has allegedly committed a violation of a minor nature relating to duty performance may be interviewed by a immediate supervisor prior to orally correcting and counseling said employee.
- B. Oral and written reprimands are official actions of record and shall be noted as such by a supervisor. Such reprimands may be used in subsequent progression of discipline in accordance with the next paragraph.

- C. An oral reprimand or written reprimand for a minor violation will stay active in the employee's file for a period of one year for the purpose of progressive discipline. If the employee does not incur any further discipline during that one-year period, the disciplinary action will be sealed. If discipline of some nature is incurred by the employee, the file will remain intact until one (1) year from the final disciplinary action.
- D. At reasonable times upon request, any employee has the right to view that employee's file, and may add memorandum clarifying any documents in the file. The Employee may request copies of items in the file which will be honored. The employees may, at their option, have representation present when reviewing their files.

Section 9.5. Serious Violations. A formal charge of misconduct shall be in a form stating the alleged violations against the employee. When an employee is charged with misconduct which may result in suspension, reduction or dismissal prior to any hearing, the employee shall be given a copy of written and signed charges stating the charges and specifications in no less than five (5) working days prior to the date of the hearing. Findings will be issued to the employee after any hearing for which formal charges and specifications have been prepared.

Section 9.6. Discovery. Discovery shall be available prior to any disciplinary hearing of evidence to be presented at said hearing. Should any new evidence develop during the hearing, a continuance will be granted to the employee upon receipt so that the new evidence may be reviewed by the employee and the employee's representative and/or attorney.

Section 9.7. Right to Representation. When the Chief of Police schedules an employee for a hearing for the purposes of determining whether or not the employee has committed an infraction which could result in a disciplinary action of record, the employee will be notified of the right to be represented by a representative of the employee's choosing.

A hearing is a meeting between an employee and the Chief of Police at the prescribed time and place after the alleged occurrence of the work-related offense. No such hearing shall be held until the employee has had the opportunity to obtain representation or has waived such right. A copy of the charges and notices of any disciplinary action of record shall be sent to the Associate of the Lodge, or designee.

Section 9.8. Other Records. Unsubstantiated or unproved allegations of misconduct made against an employee shall not appear in any files of the City and shall not be used in any disciplinary action, and shall not be voluntarily shared outside the Division of Police.

Section 9.9. Filing of Charges. Internal investigations which result in the filing of criminal charges will be processed in accordance with the procedures of this order regarding notification of allegations being investigated, except in cases where the interest of the investigations is best served through a confidential investigation.

Section 9.10. Performance Evaluations. All performance evaluations shall be reviewed with the employee by the employee's supervisor.

Section 9.11. Progressive Discipline. It is the intent of the City to use the principle of progressive discipline whenever possible.

## ARTICLE 10 GRIEVANCE PROCEDURE

Section 10.1. Purpose. There shall be an earnest, honest and prompt effort to settle grievances, if any controversy or differences arise between an employee and the City or the Lodge and the City.

Section 10.2. Definitions.

- A. A grievance is defined as a claimed violation of this Agreement.
- B. Any disciplinary action may be subject to the Grievance Procedure.
- C. Days referred to herein shall be working or duty days of the grievant or the respective management representative.
- D. A class grievance or group grievance is defined as a claimed violation which affects uniformly a group of employees and which can be resolved as to the members of such group by processing a single grievance.

Section 10.3. Procedures.

Step 1. The employee (or group of employees) will verbally present the complaint to the immediate supervisor for a disposition. The grievant(s) may be accompanied by a Lodge representative.

If the matter is not resolved to the employee(s)' satisfaction, the grievance must be reduced to writing, setting forth the provision of the negotiated Agreement claimed to have been violated, the nature of the grievance, the facts upon which the grievance is based, the relief sought by the grievance(s), the date of the verbal discussion, said date being prima facie valid and the supervisor with whom the discussion was held. This will be done within ten (10) days of the time the incident giving rise to the grievance occurred or within ten (10) days of the time the grievant(s) could reasonably have learned of the claimed grievance. The supervisor will reply in writing to the grievant(s) within ten (10) days after receiving the grievance. If the grievant(s) is not satisfied with the reply of the immediate supervisor, the grievant(s) shall proceed to Step 2 of this procedure.

Step 2. If the grievance has not been satisfactorily resolved at Step 1, the grievance shall be submitted in writing by the Lodge to the City Manager or the Manager's designee. The City Manager or designee shall investigate the matter and hold a grievance hearing at a mutually agreeable location within ten (10) days. The City Manager or designee shall respond to the Lodge and the grievant(s) in writing within ten (10) days after the hearing. Both the Lodge and the City shall have the right to call such witnesses as are necessary to the investigation of the grievance. The grievant(s) may be represented by a Lodge representative and/or counsel, and the City may also be represented by counsel. If a written notice of intent to file under the arbitration procedure (Step 3) is not received by the City Manager's Office within fourteen (14) days after

receipt by the Lodge of the written reply from the City Manager the matter shall be considered satisfactorily resolved.

Step 3. Within ten (10) days of receipt of intent to file the arbitration proceedings under the grievance procedure, the City Manager and the Lodge shall by letter jointly request a panel list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The parties shall then choose an arbitrator by alternately striking names from a list until such time as one (1) name remains as the arbitrator chosen by the parties. The parties shall alternate striking the first name. A date for such arbitration shall be set as soon as possible in accordance with the wishes of the parties and the availability of the arbitrator. Any city employee called by either party shall not suffer loss of pay. The arbitrator shall reduce the award to writing and state the reasons for reaching the decision. The arbitrator shall have no power to add to, subtract from, or modify any provisions of the negotiated Agreement. The decision of the arbitrator shall be final and binding on the parties.

Both the Lodge and the City shall share equally in the costs for the arbitrator including the arbitrator's fees and expenses, and other necessary expenses of the arbitration procedure.

Section 10.4. Time Limits. In the event a management representative fails to reply to a grievance as set forth herein in the appropriate time, the grievant(s) may proceed to the next step. A grievant(s) who does not proceed to the next step within the appropriate time limit shall be considered to have the grievance satisfactorily resolved unless the City management shall have caused the delay by failure to respond.

It is understood that the time limits imposed in this Article may be extended at any step by mutual written consent of the parties in that step. Likewise, any step in the grievance procedure may be eliminated by mutual written consent of the City Manager and the Lodge.

Section 10.5. Selection of Procedures. An employee who wishes to appeal disciplinary action taken by management which allegedly violates this Agreement shall proceed under the Grievance Procedure contained in this Agreement. An employee will not be entitled to process an appeal with the Civil Service Commission regarding such matters.

Section 10.6. Lodge Participation. While an employee may discuss differences, controversies, or a claimed violation of the contract with the employee's immediate supervisor in an attempt to resolve the matter, no formal or written grievance may be filed or processed unless such action is approved by the Lodge or the Grievance representative as provided for heretofore and no grievance shall proceed to Arbitration without the consent of the Lodge and the assumption of the Lodge of the costs of arbitration.

Section 10.7. Informal Discussions. The Grievance Procedure shall in no way prevent the employee from approaching a command officer for information and/or discussion about any matter which might otherwise be initiated as a grievance.

ARTICLE 11  
LABOR-MANAGEMENT COMMITTEE

Section 11.1. Meetings: In the interest of sound Labor/Management relations, the Lodge and the City will meet no less than once each quarter at agreeable dates and times for the purpose of discussing those matters outlined in Section 2 below. Meetings in the first and third quarters shall be called by Management and meetings in the second and fourth quarters shall be called by the Lodge. The quarterly meetings may be cancelled by the calling party if they do not have an agenda. Meetings shall be held within a reasonable time (not to exceed fourteen (14) calendar days unless mutually extended by both parties) after a request by either party, having regard for the seriousness of the issues involved. Normally, no more than two (2) employee representatives of the Lodge, three (3) representatives of the City, and one (1) non-employee representative of the Lodge shall be permitted to attend such meetings.

Section 11.2. Agenda: The party requesting the meeting shall furnish an agenda with the request for the meeting. The Labor Council will furnish names of the Labor Council employees who will be attending. Subjects that may be discussed at these meetings shall include (but not limited to) the items listed below.

- A. Discuss the administration of this Agreement;
- B. Notify the Lodge of changes made by the City which may affect bargaining unit members;
- C. Discuss grievances, which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed by the parties;
- D. Disseminate general information of interest to the parties;
- E. Give the Lodge representatives the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;
- F. Discuss ways to improve efficiency and work performance; and
- G. Consider and discuss health, safety, and training matters.

Section 11.3. Attendance: Lodge 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.

Section 11.4. Reports: Written responses promised by each party's representatives during meetings to items raised at meetings will be submitted to the other party's representatives who attended the meeting within fifteen (15) calendar days after a meeting, unless the parties mutually agree to a time extension. The Labor Council may submit a written report as a result of such meetings.

## ARTICLE 12 TRAINING

Section 12.1. Training Required. All employees will attend training sessions necessary to maintain and improve skills as required by the Chief of Police unless otherwise excused by the Chief of Police or designee.

Section 12.2. Payments. Off-duty time spent in required training or instruction connected to the employee's regularly scheduled hours shall be paid at the employee's time and one-half (1 ½) rate of pay, for actual hours the employee is involved in the training or instruction. Employees who are required to spend time in training or instruction disconnected from their normal work schedule will be credited with a minimum of three (3) hours of work at a rate of one and one-half (1-1/2) times their normal hourly rate of pay. Employees who are required to spend more than three (3) hours in training or instruction disconnected from their normal work schedule will be paid for actual hours in training or instruction at a rate of one and one-half (1-1/2) times their normal hourly rate of pay. Such training or instruction may be accrued as compensatory time in accordance with Article 15.

ARTICLE 13  
SUBSTANCE TESTING

Section 13.1. Employees Tested.

- A. Drug/alcohol testing may be conducted on employees post-incident or upon reasonable suspicion. (Random testing may take place when the inclusion of these bargaining unit members would make sixty percent (60%) or more of the City employees subject to random 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;
  4. Information provided either by reliable and credible sources and independently corroborated;
  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.
- B. A bargaining unit employee may voluntary, even if not ordered to do so, undergo a drug and/or alcohol screening test if the employee is involved in an on duty incident or accident involving bodily injury, extensive property damage or death. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

Section 13.2. Testing.

- A. All drug screening tests shall be conducted by medical laboratories meeting the standards of the National Institute of Drug Abuse and the National Institutes of Health. No test shall be considered positive until it has been confirmed by a gas Chromatography/Mass Spectrometry full scan test or its equivalent. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this article.

- B. Alcohol testing may be done in the same manner as to detect drivers operating a motor vehicle under the influence. A positive result of blood alcohol concentration of .02% or above shall entitle the Employer to proceed with sanctions as set forth in this Article.

Section 13.3 Confirmatory Tests.

- A. If a drug screening test is positive, a confirmatory test shall be conducted utilizing a second sample of fluid from the same container collected in the manner prescribed above.
- B. In the event the second test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this Article.
- C. In the event that the second test contradicts the result of the first test, the employee shall be given the benefits of the doubt and no sanctions shall be imposed.
- D. In the event that both results are positive, the employee is entitled to have the sample in the second container tested in the manner as prescribed above. The results of these tests, whether positive or negative, shall be determinative.

Section 13.4. Results.

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

Section 13.5. Laboratories. A list of two (2) testing laboratories shall be maintained by the Employer. Those laboratories shall conduct any testing directed by the Employer.

Section 13.6. Rehabilitation/Discipline.

- A. If the testing required above has produced a positive result, the Employer may take disciplinary action and/or require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave and personal leave days for a period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to the employee's position. Such employee may be subject to periodic retesting upon return to work for a period of one (1) year from the date of return to work. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay for a period not to exceed ninety (90) days.
  
- B. If the employee refuses to undergo rehabilitation or detoxification, or if the employee tests positive during a retesting within one {1} year after returning to work from such a program, the employee shall be subject to disciplinary action up to and including termination of employment.

Section 13.7. Testing Costs. Cost of all drug screening tests and confirmatory tests shall be borne by the Employer.

Section 13.8. Confidentiality. All tests results and actions taken under or pursuant to this Article shall be kept confidential in accordance with and subject to state and federal law.

ARTICLE 14  
BULLETIN BOARDS

Section 14.1. Bulletin Boards. Bulletin boards as presently provided, and as may be installed in the future by the City, may be used by the Lodge for posting notices of the following types:

- A. Recreational and social events.
- B. Elections and election results.
- C. General membership meetings and other related business.
- D. General Lodge business of interest to the members.

Section 14.2. Notices. Any bulletins or notices considered inflammatory, political or devoted to union organizing and grievance matters will not 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 immediately by the Lodge, and the Lodge and the City shall take proper steps to prevent recurrence of such violations.

## ARTICLE 15 HOURS OF EMPLOYMENT

Section 15.1. Hours of Work. Hours of work for full-time employees shall be eighty (80) hours in the fourteen (14) day period as defined in Section 15.3. Hours of work may include Saturday and Sunday working hours in the interest of public health, safety and welfare.

Section 15.2. Bi-Weekly Work Period and Compensation. The bi-weekly work period for scheduling and compensatory purposes shall be fourteen (14) days as defined in Section 15.3. Each employee shall be paid for all regularly hours at the conclusion of the bi-weekly period in accordance with a schedule developed by the Director of Finance.

Section 15.3. Period Definitions. The bi-weekly period mentioned above is defined as a fourteen (14) day period of time commencing on a Sunday (0001 hours) and ending on a Saturday (2400 hours). A day is defined as a twenty (24) hour period commencing at 0001 hours and ending at 2400 hours. An employee's normal work day is: an 8-hour shift of 8 consecutive hours, or a twelve (12) hour shift or twelve (12) consecutive hours, or a shift of consecutive hours as may be otherwise established by the Chief of Police in the interest of public health, safety and welfare.

Section 15.4. Overtime. Employees shall be compensated at a rate of one and one-half (1 ½) times their hourly rate for all hours worked (excluding sick leave hours and injury leave hours) in excess of eighty (80) in the bi-weekly period except as specified in other Articles and Sections of this Agreement. There will be no rescheduling of regularly scheduled hours within a pay period to avoid the payment of overtime. However, this will not prohibit temporary reassignments to a different shift for special circumstances or for scheduled training.

Vacation leave hours, holiday hours or other authorized leave hours (excluding sick leave and injury leave hours) shall be included in the total of hours worked to determine overtime hours, but in no event shall an employee pyramid overtime.

Section 15.5. Compensatory Time (COMP-TIME). If an employee elects to take time off regularly scheduled hours in lieu of payment for any time compensable as overtime as defined in Section 15.4, such time off shall be granted by the Chief at a rate of one and one-half (1-1/2) hours off for every hour worked.

When an employee elects to take compensatory time off, such time off shall be granted by the Chief at a time mutually convenient to the employee and the Chief or the Chiefs' designee.

Each employee shall be allowed to accumulate up to a total of one hundred eighty (180) hours compensable time (including regular compensatory time and fitness compensatory time). Hours shall be accrued at a rate of one and one-half (1-1/2) hours for every hour worked.

Accumulated but unused compensable time shall be reimbursed between November 1 and Thanksgiving, as determined by the Finance Director, at the employee's regular hourly rate of pay. Overtime hours converted shall be limited to eighty (80) hours of overtime (one hundred twenty (120) compensatory time) in a calendar year. Once the eighty (80) hour limit is reached all overtime in a calendar year will be paid as overtime. The employee may carry over forty (40) hours of compensable time from one year to the next.

Employees who have a "comp-time" bank of sixty (60) hours or less may choose to convert the overtime portion of holiday pay to compensatory time for holidays actually worked. Such conversion shall be the employee's choice and said employee shall be responsible for timely completion of required paperwork.

ARTICLE 16  
PAY PLAN

Section 16.1 Pay Plan.

**Beginning September 28, 2014 through September 26, 2015 (1.5%):**

	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>
<b>HOURLY</b>	\$39.00	\$40.60	\$42.15
<b>YEARLY</b>	\$81,120.00	\$84,448.00	\$87,672.00

**Beginning September 27, 2015 through September 24, 2016 (1.5%):**

	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>
<b>HOURLY</b>	\$39.59	\$41.21	\$42.78
<b>YEARLY</b>	\$82,347.20	\$85,716.80	\$88,982.40

**Beginning September 25, 2016 through September 23, 2017 (1.5%):**

	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>
<b>HOURLY</b>	\$40.18	\$41.83	\$43.42
<b>YEARLY</b>	\$83,574.40	\$87,006.40	\$90,313.60

Section 16.2. Pay Steps.

- A. The "A" Step shall be starting rate for Captains.
- B. A Captain shall be advanced to the "B" Step on the first day following completion of one (1) year in Step "A".
- C. A Captain shall be advanced to the "C" Step on the first day following completing of one (1) year in Step "B".

Section 16.3. Officer-in-Charge. Any Employee who has been assigned to serve as acting Chief of Police for a period in excess of one (1) week shall be paid an additional one dollar and fifty cents (\$1.50) per hour for all hours so worked. Such assignments shall not be split for the purpose of avoiding payment under this Section.

Section 16.4. Professional Development and Performance Incentives In order to promote the Xenia Police Divisions desire to have command staff that has a well rounded education, specialized command training in the Law Enforcement field, and is goal oriented, the following incentives are offered to Captains within the police division. Captains appointed after September 1, 2009, are eligible to receive this incentive after completing their one (1) year probationary period.

Tier I Requirements: Two (2) years of College and the completion of one (1) of the following command staff programs; The FBI Academy, Northwestern Univeristy's Staff and Command School, or Southern Policing Institutes Command School and make satisfactory progress towards performance goals as set by the Chief of Police.

The incentive for meeting Tier I requirements is a three percent (3%) plus rating added to the base salary.

Tier II Requirements: A Bachelor's degree and one (1) of the command schools listed above or two (2) years of college and two (2) of the command schools listed above.

Plus make satisfactory progress towards performance goals as set by the Chief of Police.

The incentive for meeting Tier II requirements is a five percent (5%) plus rating added to the base salary.

For the remainder of the contract Captains may qualify for either Tier but not both based on their eligibility. Failure to meet performance goals in any six (6) month period will result in the loss of this benefit for the following quarter and any ensuing quarters until performance again meets satisfactory progress towards goals.

ARTICLE 17  
CALL-IN TIME AND PAY

Section 17.1. Call-in Time. Call-in time is defined as time for work assigned and /or approved by the Chief of Police or the Chief's designated representative, and performed by an employee at a time disconnected from the employee's prescheduled hours of work. Call-in time is not extra time at the beginning or end of the normal or prescribed hours of work.

Section 17.2. Call-in Pay.

- a. An employee may accommodate call-in time by flexing their schedule. An employee who is called in will be credited with a minimum of three (3) hours of work. An employee who is called in and works more than three (3) hours will be paid for actual hours worked.
- b. An employee required to handle a work-related matter where their physical presence is not needed will be credited with a minimum of one (1) hour of work or actual hours, whichever is greater.

Captains will be compensated for call-in time at their regular hourly rate until their total number of hours worked exceeds eighty (80) in a pay period. Captains will be paid at a rate of one and one-half (1 ½) times their regular hourly rate for hours worked in excess of eighty (80) hours in a pay period.

The total of hours worked will be calculated in accordance with Article 15, Hours of Employment and Overtime. All call-in time is subject to review by the Chief of Police.

Section 17.3. Eligibility. An employee will be compensated for call-in pay provided the employee has worked or is in a paid leave status for all regularly scheduled hours by the end of the work period. An employee called in who has not worked all regularly scheduled hours by the end of the work period will be compensated for call-in time at the employee's regular pay rate for actual hours worked until the sum of hours equal the regularly scheduled hours. When an employee achieves the sum of hours worked equal to the regular hours normally worked, all call-in time will be compensated for in accordance with Section 17.2 of this article.

## ARTICLE 18 COURT TIME

Section 18.1. Required Appearance. All employees who are required to appear in court for criminal proceedings or administrative hearings such as Liquor Violations for License Suspensions, when off duty, shall be credited with compensatory time for the actual time that they are required to be in court. In no event will an employee receive less than three (3) hours at time and one-half. Employees may elect to flex their schedules in lieu of accruing compensatory time.

Section 18.2. Civil Matters. Employees will not ordinarily be paid for court appearances in civil matters. However, when the appearance of an employee in a civil action is at the request of the City or on behalf of the City in a matter in which the City is directly interested, or the testimony arises out of and is directly related to the performance of the employee's official duties, the employee, if on duty, shall be released from duty without loss of pay. If the employee, in such a case, is not on duty, the employee shall be credited for the time actually required to be at court, according to Section 18.1 above.

Section 18.3. Witness Fees. Employees given compensatory time for attendance at court hearings or administrative hearings will be expected to collect witness fees for such appearances and shall remit such witness fees to the City. The employee, to retain the witness fee and waive the compensatory time payment may exercise the option.

## ARTICLE 19 HOLIDAYS

Section 19.1. Designated Holidays. The following days are designated as paid holidays for all employees:

- A. The first day of January, known as NEW YEAR'S DAY.
- B. The third Monday in January, known as MARTIN LUTHER KING DAY.
- C. The last Monday in May, known as DECORATION OR MEMORIAL DAY.
- D. The fourth day of July, known as INDEPENDENCE DAY.
- E. The first Monday in September, known as LABOR DAY.
- F. The eleventh day of November known as VETERAN' S DAY.
- G. The fourth Thursday in November, known as THANKSGIVING DAY.
- H. The fourth Friday in November, known as the DAY AFTER THANKSGIVING DAY.
- I. The twenty-fifth day of December, known as CHRISTMAS DAY.

Section 19.2. Holiday Pay. An employee will receive compensation for the holiday at the employee's normal rate of pay times the normally scheduled hours. When an employee is scheduled to be off on the holiday, the employee will receive an additional days pay at the normal rate of pay.

Section 19.3. Payment for Working Holidays. Employees who work on the holiday will accrue compensatory time for actual hours worked in addition to compensation for the holiday as specified in Section 19.2 above unless the employee eligible for holiday pay. An employee deemed not eligible for holiday pay will be compensated for actual hours worked times the employee's normal rate of pay for work done on the holiday.

Section 19.4. Eligibility. In order for an employee to be eligible to receive holiday pay, the employee must work the regularly scheduled day before and the regularly scheduled day after the holiday, unless otherwise excused on either of those days. An unexcused absence occurring on the regularly scheduled work day prior to or after the holiday will result in the employee receiving no holiday pay.

Section 19.5. Use of Approved Leave on the Holiday. If an employee is scheduled to work on a holiday and is unable to work due to illness, the employee shall be compensated for the holiday at the employee's normal rate of pay times the normal scheduled hours and not be charged with or compensated for sick leave hours. An employee who uses vacation leave or compensatory time on a holiday shall be paid for vacation leave or compensatory time in addition to holiday pay. An employee who is injured in the line of duty will be compensated for the holiday at the employees normal rate of pay times the normally scheduled hours and not be charged with or compensated for injury leave hours.

Section 19.6. Management Determination. The Chief of Police shall determine which employees shall work on the holidays, consistent with other portions of this Agreement.

Section 19.7. Personal Days. On January 1<sup>st</sup> of each year employees shall be credited with two (2) personal days. Personal days must be used the calendar year they

are earned. Time off as personal days are subject to the approval of the Chief and may be taken in the same manner as compensatory time or casual vacation days.

ARTICLE 20  
VACATION

Section 20.1. Rates of Accrual. Each full time employee shall accrue vacation at the hourly accrual rate set forth below for actual regular hours worked or while on a paid leave status. Employees on leave of absence without pay, other unpaid status or on lay-off from the City shall not accrue vacation hours during the period of such absence.

<u>Length of Service</u>	<u>Hours Annual Rate</u>	<u>Average Annual Days Vacation</u>
Less than 10 complete years of service	0.04616	12 days
Over 10 but less than 20 complete years of service	0.06924	18 days
Over 20 complete years of service	0.09231	24 days

The Average Annual Days Vacation employees accrue are based on the hourly rate times 2,080 (average hours employees are scheduled to work) and are listed for information only.

Section 20.2. Effect of Holidays. In the event a holiday occurs during an employee's vacation, the employee has the option to:

- A. Be compensated for the holiday and vacation time and charged vacation hours, or
- B. Be compensated for the holiday only and not be charged with or compensated for vacation hours.

If the holiday occurs on a day that the employee is regularly scheduled to work and the employee receives the day off, as determined by the City, vacation hours may not be used on that day, nor will additional compensation be granted.

Section 20.3. Call-in During Vacation. If an employee is called in to work while on vacation, the employee shall have the choice, in writing, of the following options.

- A. The employee shall be paid at straight time and not be charged a day of vacation, or
- B. The employee shall be credited with compensatory time and be charged with a day of vacation.

Employees shall not be called from vacation unless an emergency exists or available manpower falls below a safe level for the Police Division to properly function.

Section 20.4. Compensation upon Separation. Upon separation from the City's service an employee shall be entitled to compensation for earned but unused vacation leave to the employee's credit at the time of separation. Computation of pay for unused vacation shall be based on the hourly rate (as shown in the pay plan) times accrued but unused vacation hours.

Death, either on duty or off duty, is considered as a separation from service, and compensation for accrued and unused vacation hours as identified in this Article will be paid according to law.

Section 20.5. Vacation Scheduling. Vacation leave shall be used in accordance with the work schedule in effect in the Division and upon approval of the Chief of Police.

Vacation leave must be scheduled sufficiently ahead of time in order to provide management sufficient time to arrange the work scheduled.

Whenever two or more employees wish to take vacations and the work schedule of the Division is such that not all can take it at the same time, seniority shall be the determining factor in deciding who shall take vacation.

Length of advance notice required and limitation of numbers of individuals on simultaneous leave shall be at the discretion of Management in line with scheduling difficulties. Once vacation time has been scheduled, no bumping of said vacation time shall take place on the basis of seniority from the date of schedule.

Section 20.6. Maximum Accumulation. The intention of vacation is to permit the employee time to rejuvenate from the work schedule. Therefore, substantial accumulation of vacation is strongly discouraged. Accumulation of vacation shall not exceed a maximum of two hundredforty (240) hours for employees with less than twenty-two (22) years of service, and shall not exceed a maximum of three hundred-sixty (360) hours for employees with more than twenty-two (22) years of service.

Section 20.7. Advance Payment. Employees, upon proper request, may receive vacation pay in advance of the vacation period. The request for vacation pay shall be submitted to the Finance Director, in writing, at least one week ahead of the next scheduled pay, at which time the employee expects to receive the advanced vacation pay.

Section 20.8. Prior Public Service Employment Credit. Employees are entitled to receive prior public service employment service credits as follows:

- A. A full-time employee, hired before January 1, 1985, who was formerly employed by the State of Ohio or a political subdivision thereof, is entitled to additional vacation credits based upon such prior public service.
- B. A full-time employee, hired after January 1, 1985, shall accumulate vacation time using prior public service with the State of Ohio or a political subdivision thereof for the six-year period preceding employment with the City. Each employee shall, within sixty (60) days of employment, furnish the Director of Finance with certification of such public service to receive prior public service employment credit.

Section 20.9. Effect of City Lay-Off. An employee who is laid off and returns to work in accordance with the lay-off policy as adopted and as amended by the Civil Service Commission, shall be credited with years and months of full-time service employed by the City prior to the lay-off, as a credit toward length of service in Section 1 of this Article.

## ARTICLE 21 UNIFORM ALLOWANCE

Section 21.1. Initial Uniform Allowance. Employees shall be issued a full allotment of uniforms and equipment at their initial appointment. Such full allotment shall be as recommended by the Police Chief and approved by the City Manager.

Section 21.2. Uniform Allowance. After the initial allotment of uniforms and equipment, each employee who has one (1) year's continuous service shall be allotted the following amounts for uniforms or equipment that may be for newly authorized, worn, damaged, or otherwise unusable in the respective years:

All captains will be provided with an annual stipend totaling \$900. The annual stipend will be provided as a taxable payment to each employee on or before January 31 each year. It is expected that this compensation will be used at the discretion of the employee for the purpose of acquiring necessary uniform, clothing and equipment; consequently, it is each employee's responsibility to have the necessary gear for the work environment at the beginning of his/her shift, and there will be no exceptions.

Section 21.3. Authorized Use of Uniforms. Uniforms provided by the City shall not be worn at any time other than actual employment or employment approved by the Chief of Police for traveling to and from such work.

Section 21.4. Maintenance. Each uniform provided for employees shall be kept clean and in good repair by the employee. Rented uniforms shall be kept clean by the renting agency; however, the employee shall make sure that it is available to the agency for cleaning.

Section 21.5. Purchase or Rental. Uniforms shall be purchased or may be rented where the best price advantages can be obtained consistent with the quality and uniformity required within the Division.

Section 21.6. Damages - Advance Payment. If, an employee damages an item (or items) of the employees uniform while performing work related duties and does not have enough allotment to cover the replacement, the employee may have an advance in the allotment, upon approval of the City Manager.

Section 21.7. Transfer Promotion - Advance Pay. Upon transfer to a position where uniforms are not worn, the employee shall be allotted three hundred dollars (\$300.00) for clothing in addition to the employee's regular clothing allotment at the time of the transfer. In instances of promotion to a higher rank or to uniform patrol, the City will, upon request, advance one hundred-twenty five dollars (\$125.00) of the employee's allotment. In instances when an employee is put in a temporary assignment to a different section in the Police Division, which results in a change from the normal uniform, the employee may request, and the City will, advance up to one hundred-twenty five dollars (\$125.00) of the employee's uniform allowance. For the purpose of this Section, temporary assignment will not exceed one-hundred twenty (120) calendar days.

Section 21.8. Theft or Loss of Uniforms. Items or uniforms stolen or lost shall be replaced by the employee, except items stolen at no fault of the employee, as determined by the City, shall be replaced by the City.

Section 21.9. Return of Uniforms upon Separation. Upon separation from City service, all uniforms and equipment furnished by the City shall be returned to the Police Chief before terminal pay is issued.

Section 21.10. New Items. The City will pay for the addition for any new (not style change) uniform requirement above fifty dollars (\$50.00) for each item.

Section 21.11. Retirement Purchase of Weapon. Upon retirement, under the State Pension System, an employee will be permitted to purchase that employee's service weapon for one dollar (\$1.00).

ARTICLE 22  
GROUP INSURANCE BENEFITS

Section 22.1. Life Insurance. The City will provide and pay the necessary premium for all full-time employees for life insurance in the amount of fifty thousand dollars (\$50,000.00) per employee as part of a group term life insurance plan and fifty thousand dollars (\$50,000.00) per employee of accidental death and dismemberment insurance.

Section 22.2. Liability Insurance. The City shall provide and pay the necessary premium for all full-time employees for police professional liability insurance with limits of coverage as determined by the City.

Section 22.3. Medical and Hospitalization Insurance. All full-time employees shall be entitled to participate in the City's Group Hospitalization (Health) Insurance Program.

An eligible employee may waive rights to participate in either single or family coverage. If an employee waives this benefit, such employee may not revoke the waiver until the next open enrollment period and may be accepted only after medical review by the insurance provider.

Section 22.4. Payment of Premiums. The City shall pay eighty-five percent (85%) of the cost of the monthly premium. The participating employee shall pay fifteen percent (15%) of the monthly premium by payroll deduction. However, employees hired after September 15, 2003 shall pay twenty percent (20%) of the monthly premium. For employees hired after December 31, 2014, the City will pay 70% of the cost of the monthly health insurance premium and employees will pay 30% of the monthly health insurance premium cost by payroll deduction as long as all eligible, participating, non-union and public safety employees hired after December 31, 2014 fall under the 70%-30% rate plan. The City shall make available an I.R.S. 125 Plan to allow employee insurance premiums to be deducted pre-tax.

In addition, when the City offers a Health Savings Account (HSA) plan, the City shall contribute \$3500.00 total in a calendar year for employees enrolled in the HSA family plan or the City shall contribute \$1500.00 total in a calendar year for employees enrolled in the HSA single plan. The City shall determine the contribution dates.

Section 22.5. Payroll Deductions. The City agrees to deduct the employee's payment for health insurance by payroll deduction twice a month in equal amounts. In the event the monthly excess stated above is not an even amount (i.e., Divisible by 2), the employee shall pay two equal amounts not to exceed the monthly excess, and the City will pay the monthly amount listed above plus the balance owed one cent (\$.01).

Section 22.6. Substitution of Coverage. The parties commit to participate in a City-wide Insurance Committee consisting of representatives from the bargaining unit, management, representatives from other City bargaining units and representatives from non-union staff. This committee will participate in the insurance renewal process. The scope of the committee's charge shall be to review the current plan and cost, and to investigate alternate plans, benefits, and brokers. The goal of the committee will be to maintain an acceptable level of coverage and cost for both the employees and the City. The recommendation approved by the committee members will be presented to the

appointed officials. City Council retains the right to accept or reject the committee's recommendation.

Section 22.7. Compensation in Lieu of Benefits as Prohibited. When the City, at the recommendation of the Insurance Committee, offers an opt-out program (compensation in lieu of benefits) eligible employees who waive participation in the City's group health insurance plan will be eligible for an opt-out benefit based on the terms and conditions of the program.

In the event both spouses or a parent and adult child are employed by the City and one waives coverage, the spouse, parent or child waiving the City's coverage is not eligible to receive compensation in-lieu of benefits offered under the opt-out program.

## ARTICLE 23 SICK LEAVE

Section 23.1. Rates of Accrual and Maximum Accumulation. Each full-time employee shall be entitled to accumulate sick leave at the rate of 0.05770 credits per hour for each regularly scheduled work hour with a two thousand eighty (2,080) hour limit of accumulation. The normal average monthly sick leave accrual shall be ten work hours. The normal average yearly sick leave accrual shall average one hundred twenty (120) work hours (0.05770 times two thousand eighty (2,080) (the average scheduled hours an employee works during a give year). Overtime hours shall not be used when computing sick leave accrual.

Section 23.2. Permissible Uses. Employees may use sick leave for absence due to the employee's illness, injury, doctor's or dentist's appointments, exposure to contagious disease which could be communicated to other employees and absence due to serious illness, injury, or death in the employee's immediate family.

Interpretation of immediate family in terms of serious illness, injury or death is generally determined to be the spouse, parents, (either natural, step, foster or in-law), children, and other relatives living in the employee's household. However, the Police Chief is authorized to evaluate the individual employee's family relationship in determining what shall be the immediate family. In some instances, an aunt, uncle, grandparent, etc. might be considered to be immediate family because of the closeness of their relationship.

Section 23.3. Sick Leave on Holidays. In the event a holiday occurs when an employee is normally scheduled to work and the employee is eligible for compensation under this Article, the employee will receive compensation for the holiday at the employee's regular pay rate times the normally scheduled hours and not be charged with or compensated for sick leave.

Section 23.4. Notification. Each employee shall notify, or cause the supervisor to be notified, of the employee's absence not later than one hour prior to the regular starting time of the employee's working day.

Section 23.5. Doctor's Certificate. A Doctor's certificate to substantiate periods of three consecutive days or more may be required by the City, and may also be required for a period of one day in the following cases:

- A. For probationary employees.
- B. Repeated one or two day absences (beginning with the fourth such occurrences in one twelve-month period), or
- C. Multiple absences on a single day (two or more employees).

The City has the right and may if it so chooses, investigate all sick leave before compensation is paid, and if paid, require repayment of sick pay where abuse has been proven.

Section 23.6. Unusual Cases. A deficit of not more than five days may be granted in unusual cases on request of the employee, recommendation of the Police Chief, and approval of the City Manager.

Section 23.7. Compensation upon Separation. Accumulated (unused) sick leave at termination of employment up to an accumulation of one thousand four hundred (1,400) hours or one hundred seventy-five (175) working days will be reimbursed as follows:

$$\% \text{CREDIT} = 5 + \frac{h}{32}$$

In the above formula "H" is the accumulated (unused) sick leave hours at termination of employment.

The number of hours of sick leave that will be reimbursed will be the credit times the number of hours of accumulated sick leave, not to exceed one thousand four hundred (1,400) hours.

$$\text{PAY} = \text{RX} \left( \frac{\text{H}}{100} \right) \times \left[ 5 + \left( \frac{\text{H}}{32} \right) \right]$$

In the above formula "R" is the hourly rate of pay of the officer at date of termination, and "h" is the accumulated sick leave hour balance at date of termination, but not to exceed one thousand four hundred (1,400) hours.

The above provisions shall apply only to full-time employees who have completed one full year of service with the City of Xenia.

Death, either on duty or off duty, is considered as a separation from service, and compensation for accrued but unused sick leave (as identified in this Section) will be paid according to law.

Section 23.8. Reinstatement. Any employee who receives payment for unused sick leave and is later reinstated may not have sick leave reinstated. This Section does not apply to employees whose employment is terminated as a product of the City's lay-off procedures. Employees laid off and rehired under those procedures shall have the option of, upon reimbursement of the amount previously received for said hours, having that earned sick leave reinstated.

Employees with less than one (1) year's service, who were laid off and received no compensation for said hours, may, upon written request, have these accumulated (unused) sick hours reinstated.

Section 23.9. Transfer of Sick Leave. Any employee with prior service with another public agency of the State of Ohio shall be credited with the balance of accumulated but unused sick leave upon proper certification of the accumulated but unused sick leave from the previous public employer.

Section 23.10. False Claim. The City reserves the right to withhold benefit payments or take disciplinary action up to and including discharge against an employee who is guilty of submitting a false claim for benefits covered in this Article or for working for another employer while on sick leave and is physically capable of performing the assigned classification duties.

Section 23.11. Other Provisions. Compensation for sick leave upon separation will not be made if an employee with less than ten (10) years of service in the City of Xenia is dismissed from employment, or resigned in anticipation of being dismissed from employment for an act or acts which would result in criminal prosecution. The City will determine whether or not this Section applies in each individual case and agrees not to exercise its rights in a capricious or discriminatory manner against any employee.

Section 23.12. Sick Leave Donation Program. This program has been established to help those employees who are in need because of an accident or illness (not job related) and have exhausted all other paid leave including sick and vacation leave. This program does not supersede or replace other retirement or disability programs. Employees shall be entitled to participate in the City's Sick Leave Donation Program as available to all City Employees.

Section 23.13. Converting Sick Leave to Vacation Leave. Captains with sick leave accumulation in excess of 1400 hours may convert the excess time into vacation. If the Captain elects to convert sick leave time, the conversion rate will be four (4) days (32 hours) sick leave time for one (1) day (8 hours) vacation. The maximum conversion of sick leave time will be two (2) days of vacation time (16 hours). This conversion may occur one time each calendar year during the duration of this agreement. The Captain must maintain a sick leave balance of no less than 1400 hours after the conversion is complete. This article will not change the maximum vacation accrual levels.

## ARTICLE 24 WORK HARDENING

Section 24.1. Definition. The work hardening program is designed to allow an injured member to return to work on a controlled schedule of gradually increasing physical job tasks which will result in an earlier return to full duty.

Section 24.2. Eligibility. To be eligible for this program, an injured employee shall request this program from the Chief in writing. The employee's physician must certify that such a program is beneficial and agree to document the limitations.

Section 24.3. Program Assignment. Upon joint consensus between the Chief, the member and the member's physician; a schedule of work will be written outlining the entire progression. The job task will be divided into three stages of increasing physical demands. A time period not to exceed three (3) weeks each (total of nine (9) weeks) will be designated. There must be a reasonable expectation that the employee will be able to return to full duty at the end of the designated period. If at any time the Chief feels a member is not progressing satisfactorily, the Chief may cancel the assignment and return the member to sick/injury leave status.

Section 24.4. Program Limits. The program shall be limited to only one (1) member at any given time. The Chief will judge the best candidate in case of duplicate requests. The member may only use this program once for each given injury.

## ARTICLE 25 INJURY LEAVE

Section 25.1. Extent of Benefits. In the event an employee suffers an injury and is unable to work as a result of an on-duty accident or incident other than for reason of misbehavior or carelessness (which goes beyond negligence) on the part of the employee, and such injury is determined to be allowable by the Bureau of Workers' Compensation (BWC) or Industrial Commission (IC), the employee may receive up to seven hundred twenty (720) hours of leave for each new and separate injury.

An employee who contracts a communicable disease, which is the result of an on-duty exposure incident with the City of Xenia, will be eligible for injury leave.

When injury leave is exhausted, the employee may elect to use accumulated sick leave and/or other accrued leave.

In extreme cases where the employee has exhausted all sick leave and other accrued leave, additional injury leave may be granted at the discretion of the City Manager, considering the facts of the particular case.

Where disability caused by an in-the-line-of-duty injury continues for a period of twelve (12) months, and all leave is exhausted, the employee shall apply for disability retirement within thirty (30) days; and upon receipt of a decision from the pension board granting disability retirement, retire at the time specified in the order.

Section 25.2. Reporting. All on-duty injuries must be reported to the Chief of Police immediately (within forty-eight (48) hours.) A written injury report will be prepared, signed by the employee, if able, and the Chief of Police and forwarded to the office of the City Manager. This statement shall show conclusively that the injury was sustained in the line of duty and did not result from misbehavior or carelessness (which goes beyond negligence) on the part of the employee. If the injury is a line-of-duty injury and is not reported within the forty-eight (48) hour period, the City reserves the option as to whether or not injury leave will be allowed.

Section 25.3. Workers' Compensation. When the employee is unable to work for three or more days as a result of an in-the-line-of-duty injury, the employee will cause to be filed a claim for Workers' Compensation benefits.

To the extent that an employee is charged with sick leave for a period in which the employee is entitled to injury leave, the sick leave will be reinstated to the employee's accrual.

In the event the Bureau of Workers' Compensation (BWC) or the Industrial Commission (IC) determines that the injury is not the result of an on-duty accident or incident with the City of Xenia, any injury leave hours the employee received will be reverted to sick leave and/or other available paid leave hours. If the employee does not have sufficient paid leave hours available to reimburse the City for all injury leave hours received for a denied claim, the employee shall make full restitution to the City through a mutually agreeable arrangement.

Section 25.4. Payments. The employee will receive regular salary paid by the City. All payments for wages while an employee is on injury, sick or other accrued leave, received by the employee from Workers' Compensation will be immediately turned over to the City of Xenia. If the payments for wages are not turned over to the City by the employee, the Director of Finance is authorized to collect the amount due the City from the employee. The Director of Finance may use whatever means legally necessary to collect the amount due the City, including deductions from wages due the employee, and from terminal pay.

Section 25.5. Evidence. The City may require, at any time, the employee to furnish medical evidence and/or submit to a medical examination by a City designated physician at the City's expense, to determine whether the alleged injury is a new and separate injury or an aggravation of a former in-the-line-of-duty injury received while in City service.

Section 25.6. Effect of Holidays. If an employee is scheduled to work on a holiday and is eligible for compensation under this Article, the employee shall be compensated for the holiday at the employee's normal rate of pay times the normally scheduled hours and not be charged or compensated for injury leave.

Section 25.7. False Claim. The City has the right to, and may if it so chooses, investigate any and all injury leave claims before compensation is paid. Management reserves the right to withhold benefits payments or take disciplinary action up to and including discharge against an employee who is guilty of submitting a false claim for benefits covered in this Article or for working for another employer while on injury leave and is physically capable of performing the assigned classification duties.

ARTICLE 26  
TRAVEL, CONFERENCE AND TRAINING EXPENSES

Section 26.1. Travel. Employees must be authorized to use their personal vehicles on City business before such use. The mileage shall be itemized and properly justified before approval of payment.

Section 26.2. Conferences, Training Sessions. The Chief of Police or other authority shall approve the participation of the employee(s) in conferences and training sessions. Checks for expenses may be drawn in advance of the actual attendance at a conference, training session or other official authorized City business. The rate of expenses in advance shall be no less than the current amount contained in the employee handbook.

Section 26.3. Administration. Either reimbursement or advance payment shall be reviewed by the Division and Department Head and a positive recommendation is necessary before the City Manager can approve the voucher. An employee is entitled to be reimbursed for reasonable actual expenses whether or not an advance payment is made. Receipts for expenditures shall be presented with the voucher so as to accurately determine the actual amount of expenditures.

Section 26.4. Other Provisions. This Article does not apply to Lodge business. Expenses related to Lodge business are not chargeable to or reimbursable by the City.

ARTICLE 27  
EMERGENCY MEAL ALLOWANCE

Section 27.1. Emergency Meal Allowance. The City will either furnish meals or reimburse employment for meals provided the employees work in excess of twelve (12) consecutive hours. Reimbursement will not be paid for an employee's regular lunch period. Maximum reimbursement for meals under this Section shall be eight dollars (\$8.00) per meal. Whenever practicable and while on City time, employees shall be given a period of fifteen (15) minutes in accordance with scheduling requirements for the purpose of eating during each of the above periods. This Section is intended to apply to situations where employees are unexpectedly called for duty because of emergencies such as riots and disasters, and shall not apply to double shifts within any days as the result of shift rotation or trading of days.

ARTICLE 28  
TUITION REIMBURSEMENT

Section 28.1. Purpose. The purpose of this Article is to provide an incentive for employees to continue their education and training in job-related programs which will improve their skills and abilities in performing their job responsibilities.

Section 28.2. Reimbursement Amount. The City shall reimburse employees (according to the below schedule) the cost of tuition and/or proficiency examinations incurred in pursuing a job-related educational programs or one leading to an Associate, Bachelor's or Post-Graduate's degree from any institution of higher education, provided that such reimbursement shall not exceed fifteen hundred dollars (\$1,500.00) for any calendar year.

The following reimbursement shall apply:

GRADE	PERCENT
C or above	100%

Section 28.3. Request Period. On or before August 15 of each year, each employee shall complete an education request from indicating the intention to enroll in continuing education for the following calendar year. The employee shall supply the following: name, the degree sought, the courses to be taken in the following calendar year, and an explanation as to how any such course of study relates to the employee's job responsibilities.

Section 28.4. Eligibility. To be eligible for reimbursement, the employee must have successfully completed the course with a grade of "C" or better. Reimbursement will be made within thirty (30) days following receipt of the following information:

- A. A transcript or grade report.
- B. A receipt indicating the amount of tuition paid by the employee.
- C. An authorization form permitting the City to deduct the amount of the reimbursement from the employee's final pay check should the employee terminate City employment within one (1) year of completing the course(s), for whatever reason. In the event the final check(s) do not cover the tuition reimbursed by the City, the employee will be required to make payment to the City to the extent the tuition reimbursed exceeds the final check(s).
- D. In order to be eligible for tuition reimbursement, the employee must have one (1) year of continuous service with the City and must have obtained each of the various certifications required in the employee's job description.

## ARTICLE 29 EMPLOYEE FITNESS TESTING

Section 29.1 Member Physical Fitness: The members are required to maintain physical fitness levels that allow safe and efficient discharge of their duties. As the workload permits, On-Duty Captains will be allowed to use the bicycle paths or other areas as designated by the Chief of Police inside the City limits for physical exercise. The exercise can consist of running, jogging, biking, roller blading, power walking or resistance training etc. On-Duty time shall be limited to forty-five (45) minutes, three (3) times per week through September 26, 2015. Beginning September 27, 2015 on-duty time shall be limited to either forty-five (45) minutes two (2) times per week or thirty (30) minutes three times per week. Captains shall wear "work-out" attire with readily visible Xenia Police Division markings.

Off-Duty Captains may earn forty-five (45) minutes of "comp" time, three (3) times per week, for using the bicycle paths for physical exercise as described above (maximum of two point two five (2.25) hours "comp" time per week) through September 26, 2015. Beginning September 27, 2015 off-duty Captains may earn either forty-five (45) minutes of "comp" time, two (2) times per week or thirty (30) minutes of "comp" time, three (3) times per week, for physical exercise as described above (maximum of one point five (1.5) hours "comp" time per week).

*Parties* will work through the labor management process to implement goals and benchmarks to ensure continuing progress toward improved physical fitness.

Section 29.2. Testing Program. The members shall be encouraged to participate in a fitness evaluation program by the City. A series of physical agility tests will be administered no more than two (2) times each calendar year. The test components will be designed to simulate actual police division, job related tasks.

Section 29.3. Use of Results. The results of these evaluations shall be used to develop fitness training requirements, entry level standards, and gather data on fitness level changes in career police professionals. The results will not be used specifically to discipline employees.

Section 29.4. Confidentiality. The confidentiality of all records and information will be established jointly with the labor-management committee with Ohio public records regulations.

## ARTICLE 30 SPECIAL LEAVES

Section 30.1. Military Leave. This City shall grant Military Leave as governed by the applicable provisions of the Xenia City Ordinances, Ohio Revised Code and Federal Law.

Section 30.2. Family and Medical Leave. For the purposes of implementing the provisions of the Family Medical Leave Act (FMLA), the time period for calculating the benefit year will be a rolling twelve (12) month period measured backward from the date leave is taken and continuous with each additional leave day taken.

Family or Medical Leave approved in accordance with the Act will be used concurrently with available paid leave before any leave becomes unpaid.

An employee must follow the usual and customary call-in procedures for reporting an absence, absent unusual circumstances.

It is intended that this Article comply with the Family and Medical Leave Act of 1993 (as amended) and the Employer may promulgate policies in furtherance of the Family and Medical Leave Act that are not inconsistent with this Agreement.

Employees are required to submit all necessary paperwork in compliance with the Act and any incidental costs associated with completion of the paperwork is the responsibility of the employee.

Section 30.3. Maternity/Paternity Leave: An employee shall use sick leave (if available) for maternity purposes from the time the employee's doctor certifies the employee can no longer perform the essential functions of their position until the doctor certifies the employee can return to duty.

An employee may use up to ten (10) days of sick (paternity) leave due to the birth of a child. An employee may use up to ten (10) days of sick leave for the adoption or new placement of a foster child. An extension of such leave may be granted under sick leave if the condition of the baby and/or the mother qualifies.

ARTICLE 31  
ENTIRE AGREEMENT, WAIVER OF BARGAINING

Section 31.1. Entire Agreement Clause. This Agreement supersedes and cancels all prior agreements between the parties, whether such agreements were written or based on past practice, and constitutes the entire agreement between the parties.

Unless otherwise specifically provided in this Agreement, no changes in this Agreement shall be made unless there is written accord by and between the parties hereto to do so. Any negotiated changes, to be effective and incorporated in this Agreement, must be in writing and signed by the parties.

Section 31.2. Waiver of Bargaining. The parties acknowledge that during 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. 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 except as provided in Article 2. With respect to any subject or matter not referred to or covered in this agreement the provisions of applicable law shall prevail.

ARTICLE 32  
DURATION

Section 32.1. Duration.

- A. The effective date of this Agreement shall be September 28, 2014. This Agreement shall remain in effect through September 23, 2017, and shall continue thereafter in effect for successive periods of twelve (12) months, unless either party to this Agreement, on or before ninety (90) calendar days prior to the expiration of such period, notifies the other party in writing of its intention to terminate this Agreement or to amend any terms thereof.
- B. Upon the delivery of such notice, the parties shall meet with respect to a new agreement, sufficiently in advance of the expiration date so as to enable the parties in their attempts to reach an agreement prior to expiration.

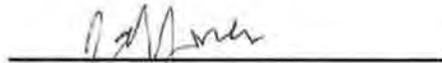
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have set their hands, this 5<sup>th</sup> day of August, 2014.

CITY OF XENIA, OHIO



Brent Merriman,  
City Manager



Josh Jones,  
Assistant City Manager



Ryan Duke,  
Assistant Finance Director



Jacqueline Potter,  
Human Resources Director



Donald R. Person,  
Police Chief

Approved as to Form:

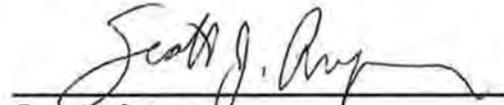


Ronald C. Lewis, Law Director

FRATERNAL ORDER OF  
POLICE, OHIO LABOR  
COUNCIL, INC.



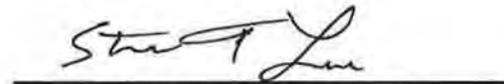
Ross Rader,  
Staff Representative



Scott Anger,  
Committee Member



Dave Pazynski,  
Committee Member



Steve Lane,  
Committee Member