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AGREEMENT BY AND BETWEEN

THE CITY OF MARION POLICE DEPARTMENT

AND

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

PATROL OFFICERS

JANUARY 1, 2015 through DECEMBER 31, 2017

AS PREPARED BY:

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ARTICLE 1
AGREEMENT

Section 1.1 Purpose
This Agreement entered into by the City of Marion, Ohio, hereinafter referred to as the "City" and the Fraternal Order of Police, Ohio Labor Council, Inc. hereinafter referred to as the "O.L.C." has as its purpose the following:

A. To promote cooperation, and orderly, constructive and harmonious relations between the City, its Employees and the O.L.C.

B. To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understanding and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining units as defined herein; and,

C. To establish a procedure for the peaceful resolution of grievances.

This Agreement supersedes all previous Agreements (either written or oral) between the City, its employees and the O.L.C.

Section 1.2 Modification of Agreement
The express provisions of this agreement may be changed only by mutual agreement between the parties. Negotiated changes shall be reduced to writing, dated and signed by the parties to this agreement. Neither party shall attempt to achieve the alteration of this Agreement by recommending changes in, additions to, or deletions from Ordinances or Resolutions.

Section 1.3 Savings Clause
Should any portion of this Agreement contained herein be declared invalid by operation of law, or by a court of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In addition, within twenty (20) calendar days following the effective date of such declaration of invalidity, the parties shall meet in an attempt to modify such provision to comply with the applicable law.

ARTICLE 2
RECOGNITION

Section 2.1 Recognition
The City hereby recognizes the Fraternal Order of Police, Ohio Labor Council as the sole and exclusive bargaining agent for the purpose of collective bargaining of all wages, hours and other terms and conditions of employment for all full-time employees that have been certified by the State Employment Relations Board in the following case number 85-VR-09-4164 on October 28, 1985.

UNIT B: PATROL OFFICERS

Section 2.2 Exclusions
All positions and classifications not specifically established therein as being included in the bargaining unit shall be excluded from this bargaining unit.

Section 2.3 New Positions
In the event that a new position is created within the Police Department, the City shall determine whether the new position will be included in or excluded from the bargaining units and shall so advise the O.L.C. If there is any dispute as to the City's determination of bargaining unit status, the parties will meet to attempt to resolve their disagreement. If the parties agree on the determination, it shall be implemented as agreed by the City. If the parties still do not agree, the City shall implement its determination, subject to challenge by the O.L.C. through the State Employment Relations Board.

ARTICLE 3
SECURITY

Section 3.1 Dues Deduction

A. The City agrees to deduct O.L.C. membership dues in the amount certified to be correct by the O.L.C. to the City from the pay of those O.L.C. members who individually request in writing that such deductions be made. The City agrees also to deduct O.L.C. initiation fees and assessments in an amount certified to be correct by the O.L.C. to the City from the pay of appropriate O.L.C. members.

All such deductions shall be made from the first pay period of each month and the City agrees to furnish to the O.L.C.'s office in Columbus, Ohio, once each calendar month, a check in the aggregate amount of the deductions made for that calendar month together with a list of members from whom deductions were made.

Nothing herein shall prohibit any O.L.C. member from submitting dues payments directly to the O.L.C.

B. The City agrees to deduct from the wages of any employee, who is a member of the F.O.P. Lodge #24, all Lodge dues, fees and assessments as required. The F.O.P. Lodge #24 will notify the Employer of the dues it charges and its current membership and will update this information as needed.

All such deductions shall be made from the second (2nd) pay period of each month. The City agrees to furnish to the officers of Lodge #24 once each month a check in the aggregate amount of the deductions for that month along with a list of members from whom such deductions were made. Nothing herein shall prohibit any F.O.P. member from submitting dues directly to the Lodge.

Section 3.2 Fair Share Fee

Any employee, both present and future, who is not a member of the O.L.C., shall as a condition of employment, pay a monthly service charge equivalent to the dues paid by a member of the O.L.C. to be deducted by the City from the pay of the employee and forwarded to the O.L.C., pursuant to Section 3.1 hereof. Any such deduction shall be subject to the provisions set forth in the Ohio Revised Code Section 4117.09.

Section 3.3 Additional Provisions

It is further agreed that the O.L.C. shall defend and save the City harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or be by reason of action taken or not taken by the City in fulfilling the obligations imposed on the City under Sections 3.1 and 3.2 hereof, except for failure to forward deducted dues per Section 3.1.

No other employee organization's dues shall be deducted from the pay of any bargaining unit member during the duration of this Agreement.

Fees and/or Dues deductions shall cease upon the happening of any of the following events:

A. Resignation or discharge of the employee;

B. Transfer of the employee from the bargaining unit;

C. Revocation by the employee of the written request for dues deduction;

D. Expiration of this Agreement.

Section 3.4 Bulletin Boards

The O.L.C. shall provide at the Marion Police Department a bulletin board for the exclusive use of the O.L.C.. O.L.C. officials shall be responsible for posting and/or approving the posting of notices thereon which employees may read when reporting to or leaving their work stations, or during their free time. All notices or literature posted does not first have to be approved by the City or the Chief of Police.

The O.L.C. agrees that no notices will be placed on the bulletin board which contain:

A. Personal attacks upon any City employee;

B. Scandalous, scurrilous or derogatory attacks upon the Administration.

C. Attacks on any other employee organizations;

D. Any obscene material;

E. Any ethnic material.

F. Partisan political material regarding elections, issues and/or candidates.

Section 3.5 Ballot Box

The O.L.C. and the F.O.P. shall be permitted, upon prior written notification to the Chief of Police to place a ballot box at Department headquarters for the purpose of collecting member's ballots on all O.L.C. or F.O.P. issues subject to ballot. Such box shall be the property of the O.L.C. or F.O.P. and neither the ballot box nor its contents shall be subject to the City's review. Such balloting shall be limited to no more than eight (8) times per year. Such balloting shall not interfere with work activities and the ballot box shall be removed as soon as practicable after the issue has been determined.

Section 3.6 Use of Departmental Mail Box

The O.L.C. and the F.O.P. shall be permitted to utilize, at no cost or loss of time to the City, the Departmental Mail Boxes for the purpose of providing information pertaining to business of bargaining unit employees. The O.L.C. and the F.O.P. agrees that the use of the mail system will be reasonable and limited to providing information that is necessary for the normal conduct of business or bargaining unit representation. All mail placed into the mail system by the O.L.C. or F.O.P. shall be the property of the bargaining unit member to whom it is addressed and such mail shall not be subject to review by the City.

Section 3.7 Place for Meeting

Meetings of the Committees of the O.L.C. will be permitted on City property when and where work is not interrupted by such meetings and when such meetings are not held during the regularly scheduled duty hours of the participants on the day in question. Committees shall not consist of more than five (5) members and shall meet as necessary to administer this Agreement.

Section 3.8 Contracting Out Bargaining Unit Work

The Employer (City of Marion) shall not contract out bargaining unit work.

A. Uniform patrol division and related work.
B. Detective division and related work.
C. Special positions within the bargaining unit, School Resource Officer.

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.1 Management Rights

The O.L.C. recognizes and accepts the right and authority of the City to determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy, such as:

A. To determine the functions and programs of the Department;
B. To determine the standards of services to be delivered;
C. To determine the overall budget;
D. To determine the hours of work and the number of hours to be worked;
E. To determine how technology may be utilized to improve the Department's operations;
F. To determine the Department's organizational structure;
G. To make any and all rules and regulations not inconsistent with this Agreement;
H. To direct, supervise, evaluate or hire employees;
I. To maintain and improve the efficiency and effectiveness of the Department's operation;
J. To determine the overall methods, processes, means or personnel by which the Department's operations are to be conducted;
K. To suspend, discipline, demote or discharge for just cause, lay off, transfer, assign, schedule, promote or retain employees;
L. To determine the adequacy of the work force;
M. To establish, expand, transfer and/or consolidate work processes and facilities;
N. To determine the overall mission of the Department as a unit of government;
O. To effectively manage the work force; and
P. To take actions necessary to carry out the mission of the Department as a governmental unit.

The O.L.C. recognizes and accepts that all rights and responsibilities of the City not modified by this Agreement shall remain the exclusive function of the City.

ARTICLE 5
NON-DISCRIMINATION

Section 5.1 Discrimination
Neither party will discriminate for or against any bargaining unit employee on the basis of age, sex, race, color, creed, marital status, national origin, disability, political affiliation, affiliation with or non-affiliation with the O.L.C.. The O.L.C. shall share equally with the City the responsibility for applying this provision of the Agreement.

Section 5.2 Gender and Plurals
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
REPRESENTATION RELEASE TIME

Section 6.1 F.O.P. Lodge President
The F.O.P. Lodge President is the highest ranking Lodge official. The President will be permitted sufficient time off during the work week to attend to Lodge matters within the Presidents capacity. During such service in this post, the Lodge official shall continue to have entitlement to wages, fringe benefits, seniority accrual and all other benefits allowed a bargaining unit member as though job related duties were being performed at all times.

During the term in office, the Lodge official shall continue to be required to report daily to the Lodge official's supervisor at the lodge official's assigned shift starting time, and shall be required to apprise said supervisor of the lodge official's whereabouts at all working times while performing the duties allowed by this Section. The Lodge President and/or representatives shall be granted time off not to exceed fifteen (15) days per calendar year to perform duties or to attend conventions.

The Lodge official will be required to drop or forego any of the activities allowed by this section, upon the direction of a supervisor, for the purpose of assisting in emergency police work. But for an emergency situation, sufficient time to perform Lodge functions will not be unreasonably limited by the Administration or department supervisors nor will the Lodge official devote unnecessary city-paid time to these functions. None of the duties of the Lodge official herein described may be conducted on city-paid overtime hours, nor shall they be conducted if city-paid overtime hours are required to fill the Lodge officials position.

Section 6.2 Other Officers
Upon election to a State FOP or National FOP, a bargaining unit member in the Police Department of the City of Marion holding that position will be permitted sufficient time off during the work week to attend to FOP matters within that official's capacity. During such service, the member shall continue to have entitlement to wages, fringe benefits, seniority accrual and all other benefits allowed a bargaining unit member as though job related duties were being performed at all times. This leave may not exceed fifty-two (52) days of usage in one calendar year except as permitted at the sole discretion of the Chief of Police.

The City of Marion agrees that the following administrative policy is to be effective as long as the contract between the OLC and the City of Marion is in effect. Notwithstanding the provisions of Chapter 124 of the Ohio Revised Code and as a matter of administrative policy, any member of the Marion Police Department who achieves the position of President of the FOP is permitted to engage in political activity, except for political races within the City of Marion and Marion County, Ohio without threat of discipline by the City. (This exception does not allow the member of the Marion Police Department to run for partisan political office.) The member shall only engage in campaign-style partisan political activity while using his accumulated time and not while using contractual leave time allowed by this section.

Section 6.3 Bargaining Unit Associate

The Bargaining Unit Associate will be permitted sufficient time off during the work week to attend to O.L.C. matters within the Associate's capacity. During such service in this position, the Associate shall continue entitlement to wages, fringe benefits, seniority accrual and all other benefits allowed a bargaining unit member as though at all times performing job-related duties.

The Associate and/or the Associate's representatives shall be granted time off not to exceed fifteen (15) days per calendar year, (except in the year of negotiations five (5) additional days will be added) to perform duties or to attend conventions. The conditions for such release time shall comply with the same conditions established in Paragraph #2 and #3 of Section 6.1 of this Article.

Section 6.4 Official Roster

The O.L.C. and the F.O.P. shall provide to the City an official roster of its officers and representatives within thirty (30) days of the effective date of this Agreement. This roster will be updated within thirty (30) days of any change, and will include the following:

(A) NAME
(B) IMMEDIATE SUPERVISOR
(C) POSITION HELD

ARTICLE 7
NO STRIKE-NO LOCKOUT

Section 7.1 No Strike
Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, including resolution by an impartial third party, the City and the O.L.C. recognize their mutual responsibility to provide for uninterrupted services to the citizens of Marion. Therefore:

The O.L.C. agrees that neither it, its officers, agents, representatives, or any employees covered by this Agreement will authorize, instigate, cause, aid, condone or participate in any strike or work stoppage for the duration of this Agreement. When the City notifies the O.L.C. by telephone, verified by certified mail, that any employee covered by this Agreement is engaged in any strike activity, the O.L.C. notifies striking employees that they are required to return to work and they refuse, then they become subject to the provisions of Chapter 4117, of the Ohio Revised Code.

Section 7.2 No Lockout
The City agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the O.L.C. as a result of a labor dispute with the O.L.C. provided that O.L.C. members are not in violation of Section 7.1 of this Article.

ARTICLE 8
GRIEVANCE PROCEDURE

Section 8.1 Grievance Defined
A grievance is any unresolved question or dispute regarding the wages, hours, terms and conditions of employment of non-probationary bargaining unit members, including but not limited to unresolved questions or disputes concerning the interpretation and application of this Agreement.

Section 8.2 Qualification
A grievance can be initiated by the O.L.C. or any aggrieved bargaining unit member.

Section 8.3 Jurisdiction
Nothing in this Grievance Procedure shall deny bargaining unit members any rights available at law to achieve redress of their legal rights. However, once the bargaining unit member elects as the member's remedy some other official body (and that body takes jurisdiction) the member is thereafter denied the remedy of the Grievance Procedure provided herein.

Section 8.4 Grievance Representatives
The O.L.C. may designate not more than five (5) Grievance Representatives to administer this Article. Representatives shall not receive overtime pay to engage in the grievance process.

One (1) of the five (5) representatives may be selected to serve as Chairman. The O.L.C. shall notify the Chief within thirty (30) days of their selection.

Section 8.5 Duties of Grievance Chairman
The authorized functions of the Grievance Chairman, and a named alternate who shall serve as Grievance Chairman in the absence or unavailability of the Grievance Chairman, shall include the following:

A. Representing the member in investigating and processing grievances beginning at Step 2 of this Procedure.

B. Replacing a Grievance Representative who is absent or unavailable.

C. General supervision and coordination of grievances in process and of Grievance Representatives.

D. Act as liaison between the City and the O.L.C. on matters concerning grievances and this Agreement.

A Chairman shall be released from normal duty hours, upon approval of the Chairman's supervisor, to participate in the aforementioned duties without loss of pay or benefits. Such approval will not be unreasonably withheld. A Grievance Chairman shall be allowed reasonable necessary time during scheduled working hours to perform the aforementioned duties and shall notify the Chairman's supervisor in advance of such duties.

Section 8.6 Grievance Procedure:
STEP 1

A. A member having an individual grievance will first attempt to resolve it informally with the member's immediate supervisor. This first attempt shall be made by the member-grievant within ten (10) calendar days following the events or circumstances giving rise to the grievance having occurred or is first known by the member-grievant. Grievances brought to the attention of the supervisor (except for automatic time extensions as hereinafter described in Section 8.7) beyond the ten (10) calendar day time limit shall not be considered. At this Step, there is no requirement that the grievance be submitted, or responded to, in writing. However, a Grievance Representative may accompany the grievant should the latter request such attendance. If a supervisor grants a grievance at verbal levels, written acknowledgement of granting such grievance shall be furnished. If the member is not satisfied with the oral response from the immediate supervisor, which shall be given within ten (10) days of the informal request at this Step, the member may pursue the formal steps which follow. Before a grievance and proposed solution is placed in writing by a member pursuant to Step 1, the Grievance Chairman or designee shall be advised of the grievance.

STEP 2

A. Should the member-grievant not be satisfied with the answer in Step 1, within ten (10) calendar days thereafter the member may appeal the grievance to Step 2 by delivering a copy of the Grievance Form, and any other pertinent documents, to the office of the Chief of Police or the Chief's designee if the Chief is absent from duty. The Chief or designee shall date the Form, accurately showing the date the office received the Form.

B. Within ten (10) calendar days of receipt of the Grievance Form, the Chief or designee shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the Grievance Chairman. The Grievance Chairman will bring the member-grievant to the meeting.

C. In the meeting called for at this Step, the Chief or designee shall hear a full explanation of the grievance and the material facts relating thereto.

D. Within ten (10) calendar days of the meeting in this Step, the Chief shall submit to the Grievance Chairman the written response to the grievance.

STEP 3

A. Should the member-grievant not be satisfied with the answer in Step 2, within ten (10) calendar days thereafter, the member may appeal the grievance to Step 3 by delivering a copy of the Grievance Form, containing the written response at the prior Step and any other pertinent documents, to the office of the Safety/Service Director or the Safety Service Director's designee. The Safety/Service Director or designee shall date the Form, accurately showing the date the office received the Form.

B. Within ten (10) calendar days of the receipt of the grievance Form, the Safety/Service Director or designee shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the Grievance Chairman. The Grievance Chairman may bring the member-grievant and the appropriate Grievance Representative to the meeting.

C. In the meeting called for at this Step, the Safety/Service Director or designee shall hear a full explanation of the grievance and the material facts relating thereto.

D. Within ten (10) calendar days of the meeting in this Step, the Safety/Service Director or designee shall submit to the Grievance Chairman the written response to the grievance.

STEP 4

If the member-grievant is not satisfied with the answer in Step 3, the O.L.C. may:

A. Within ten (10) calendar days, by mutual agreement, request the matter to be mediated through the S.E.R.B. grievance mediation process.

B. Within twenty-one (21) calendar days appeal to arbitration as shown in Step 4 paragraph C. below. When applicable, time in both paragraphs A and B will run concurrent.

C. Within ten (10) calendar days of receipt of intent to file under the grievance arbitration procedure, the City and the O.L.C. shall by joint letter solicit a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The parties may mutually agree to request a list of seven (7) arbitrators. The parties shall alternately strike names of the arbitrators until only one name remains. A date for arbitration shall be set as soon as possible in accordance with the wishes of the City, the O.L.C. and the availability of the arbitrator. The arbitrator shall reduce the award to writing and state the reasons for reaching the decision. Said award shall be responded to the parties as soon as possible after the date of hearing. All decisions of the arbitrator shall be final and binding upon all parties participating. Both the City and the O.L.C. shall share equally in the cost of the arbitrator.

Section 8.7 Time Off For Presenting Grievances
A member and the member's Grievance Representative shall be allowed time off from regular duties for attendance at scheduled meetings under the Grievance Procedure with prior approval of their respective supervisors without loss of pay or benefits. Grievance Representatives shall be allowed adequate time, as approved by the supervisor, off the job with pay to conduct a proper investigation of each grievance. Such approval will not be unreasonably withheld, and the withholding of such approval shall result in an automatic equivalent extension of time limits within which a grievant must appeal the grievance or have it heard.

Section 8.8 Time Limits
It is the City's and the O.L.C.'s intention that all time limits in the above Grievance Procedure shall be met, to the end of encouraging thoughtful responses at each Step, however, the grievant and the Administration's designated representative may mutually agree, at any Step, to short time extensions for the Administration's answer, but any such agreement must be in writing and signed by both the parties. Similarly, any Step in the Grievance Procedure may be skipped on any grievance by mutual written consent. In the absence of such mutual extensions, at any Step where a response is not forthcoming within the specified time limits, the grievance shall be resolved against the party which fails to meet the time deadlines imposed herein.

Section 8.9 Representatives in Meetings
In each Step of the Grievance Procedure outlined in Section 8.6, certain specific representatives are given approval to attend the meeting therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible Step of the Grievance Procedure it may be beneficial that other representatives not specifically designated, be in attendance. Therefore, it is intended that either party may bring in additional representatives to any meeting in the Grievance Procedure, providing such additional representative or representatives has input which may be beneficial in attempting to bring resolution to the grievance.

Section 8.10 Grievance Form
The O.L.C. shall develop and supply a Grievance Form. The Grievance Form will be made available to the Grievance Representatives. Copies of the completed Form, including the action taken, will be distributed as provided in Section 8.6.

Section 8.11 Access to Documents/Materials
All documents and other materials upon which the City relies as the basis for action taken that gave rise to the grievance shall, upon request, be furnished to the O.L.C.. The O.L.C. will, upon request, furnish to the City all documents and other materials upon which it relies as the basis for its position on the grievance.

ARTICLE 9
LAYOFF AND RECALL/PROBATIONARY PERIOD

Section 9.1 Seniority List
A seniority list for the bargaining units shall be kept by the City and shall be updated yearly. A copy shall be available for inspection in a location designated by the Chief.

Section 9.2 Layoff Notification
When the City determines that a layoff or job abolishment is necessary, they shall notify the affected employees fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. The City, upon request from the O.L.C. agrees to discuss, with representatives of the O.L.C. the impact of the layoff on bargaining unit employees.

Section 9.3 Layoff
The City shall determine in which classifications layoffs will occur and layoffs of bargaining unit employees will be by classification. Employees shall be laid off within each classification in order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. In the event two (2) or more employees began work on the same day, their respective appointment times shall determine seniority listing. Bargaining unit members in Unit A will have the right to bump into the lower ranking Unit B, if their seniority qualifies.

Section 9.4 Recall Notification
Notice of recall shall be sent to the employee, by certified mail with a copy to the O.L.C. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last address provided by the employee.

If a bargaining unit member has bumped back from Unit A into Unit B, such member shall be reinstated to a vacancy in the member's prior rank before any laid off member is reinstated to a position in that rank.

Section 9.5 Time Limits
The recalled employee shall have fourteen (14) calendar days following the date of mailing of the recall notice to notify the City of the intention to return to work and shall have twenty-one (21) calendar days following the mailing date of the recall notice in which to report for duty, unless a later date for returning to work is otherwise specified in the notice.

Section 9.6 Probationary Period

Each newly appointed officer shall serve a probationary period of one (1) year, upon completion of required training. Probationary employees may be terminated at anytime during the probationary period and such termination shall not be subject to the grievance procedure. Days used for sick leave and injury leave will not count towards the one year and must be made up to total the one years probationary time.

Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at lay-off shall be required to finish such probationary period. Pay step increases will start at the end of the probationary time

ARTICLE 10
ORDINANCES, RULES AND REGULATIONS

Section 10.1 Ordinances
The City agrees, upon request, to furnish the O.L.C. with a copy of any ordinance pertaining to the Police Department, which is pending before the Marion City Council.

Section 10.2 Rules and Regulations
The City agrees that Rules and Regulations, Policies and Procedures of the Police Department shall be furnished to all members of the bargaining unit by email once each year. A written form of the rules and regulations, policies and procedures will be available in the Lieutenants officer's work area and the briefing room. The rules and regulations, policies and procedures shall be maintained on the server at the Marion Police Department.

To the extent possible the City agrees that amendments to the Rules and Regulations, Policies and Procedures shall be provided to the O.L.C. in written form fourteen (14) days in advance of their implementation. The O.L.C. representative, associate or their designee, may request a meeting of the Labor-Management Committee to seek clarification or to present alternative viewpoints with respect to such amendments.

The Rules and Regulations, Policies and Procedures shall be applied and interpreted consistently by the City and may not violate any provision of this Agreement.

Nothing herein shall be construed in any manner as a limitation on the City's right to initiate or alter its work rules, policies or directives.

ARTICLE 11
INVESTIGATIONS AND DISCIPLINE

Section 11.1 Internal Investigations

A. Employees shall be informed of the basic facts of an incident prior to any questioning and shall be informed to the extent known at that time, whether the investigation is focused on the member for potential charges.

B. Before an employee may be charged with insubordination, for failure to answer questions or for failure to participate in an investigation, the employee shall be advised that such conduct, if continued, may be the basis for such a charge. During interviews where an action of record may occur, if an employee desires, the employee shall be given a reasonable opportunity to consult with an appropriate O.L.C. representative and/or attorney before being required to answer questions.

C. Any interrogation, questioning, or interviewing of an employee will be conducted at hours reasonably related to the employee's shift, preferably during the employee's working hours. Interrogation sessions shall be for reasonable periods of time and time shall be allowed during such questioning for rest periods and attendance to other physical necessities.

D. All interrogations and/or interviews of members conducted in conjunction with an investigation, shall be tape-recorded by the City at the request of either party. The member may also tape the meeting at the member's expense. If the employee's statement is reduced to writing, the employee or representative authorized by the employee, shall be given a copy of said statement.

E. When any anonymous complaint is made against an employee and if after an investigation there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded.

F. Any employee, who is charged with violating Department Rules and Regulations, will be provided access to transcripts, reports, records, lists, written statements and tapes pertinent to the case.

G. The employee shall be informed of the nature of the investigation prior to questioning. At any time an investigation concerning an employee occurs wherein disciplinary action of record, suspension, reduction or removal will or may result, the employee will be notified when first questioned, that such result is possible.

H. The City shall not use a polygraph machine or any other mechanical, or electrical means to investigate the truth of statements made by members. No member shall be required to submit to such tests and no disciplinary

action shall be taken against members who refuse to permit any such tests.

I. The City shall not utilize any tape or surveillance device to record or transcribe any conversation or action of employees unless disclosure of such device is made prior to such recording, except upon the authority of the courts.

J. The City shall not in the course of an investigation obtain evidence through the use of threats, coercion, promises, or administrative pressures.

K. Any employee who has been under investigation shall be informed, in writing, of the outcome of the case at the conclusion of the investigation. All investigations, except those concerning criminal charges, shall be completed within thirty-five (35) days from the filing of the complaint. If both parties agree, the total time may be extended to forty-five (45) days. If the investigation concerns criminal charges, the investigation shall be completed thirty-five (35) days from the disposition of the criminal case or investigation. If both parties agree, the total time may be extended to forty-five (45) days.

Section 11.2 Disciplinary Procedure

A. No employee shall be disciplined except for just cause.

B. The principles of progressive disciplinary action will be followed with respect to minor offenses. It should be corrective in nature and applied in a uniform manner. Normal progressive discipline shall consist of an oral warning, written reprimand, short term suspension, and either a long term suspension, demotion or discharge.

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

D. The City agrees not to suspend, demote or discharge an employee without first conducting a hearing. This hearing is to be held between the City, the employee, and a O.L.C. representative if the employee so desires. Hearings, where practical, shall be conducted at hours reasonably related to the employee's shift, preferably during his work hours.

E. The City agrees that all disciplinary procedures shall be carried out in private and in a business like manner.

F. In motor vehicle accidents, the City of Marion will not base the decision for discipline solely on the amount of combined monetary damage to all vehicles involved.

No public disclosure shall be initiated by the City of any disciplinary action taken or proposed against any employee shall be made unless and until criminal charges have also been filed.

ARTICLE 12
PERSONNEL FILE

Section 12.1 Personnel File
There shall be only one official personnel file maintained by the City.

A. Every member shall be allowed to review that member's personnel file at any reasonable time upon request. A member may also authorize an attorney to review the personnel file. Such request shall be made to the Chief and review of the file shall be made in the presence of the Chief or the Chief's designated representative.

Public review of personnel records shall be according to current state law and case law. When a request for disclosure of a personnel record is made by a member of the public, notice of such request and the identity of the requestor, will be given to the affected employee(s). The employee may request a meeting with the keeper of the records to discuss any appropriate reason some records should not be released.

B. Any member may copy documents in the member's file. The City may levy a charge for such copying. Such charge shall bear a reasonable relationship to actual costs.

C. If upon examining the member's personnel file, any member has reason to believe that there are inaccuracies in documents contained therein, the member may write a memorandum to the Chief explaining the alleged inaccuracy. If the Chief concurs with the member's contentions, the Chief shall remove the faulty document. If the Chief disagrees with the member's contention; the Chief shall attach the member's memorandum to the document in the file and shall note thereon the Chief's disagreement with the memorandum's content. To the extent applicable, the provisions of this section shall serve as a substitute for the provisions of Chapter 1347 O.R.C.

D. Except for routine hiring material and workers compensation claims material, no document which does not include as part of its normal distribution a copy to the member, or which does not originate with the member, shall be placed in the personnel file unless the member is simultaneously provided a copy. Anonymous material shall never be placed in a member's personnel file. Any employee's signature on a document shall mean the employee seen the document and not agreement with its content unless it is so stated on the document. The member shall be the last person to sign a document and no comments may be made on recorded copies thereafter.

E. Records of oral and written reprimands shall cease to have force and effect or be considered in future discipline matters, providing there are no intervening disciplinary actions taken during the listed time periods according to the following schedule:

1.	Records of Counseling	Six (6) months
2.	Records of Written Reprimands	One (1) year
3.	Records of Suspension	Two (2) years

All other records of discipline shall be permanent. At the request of the employee, all outdated records shall be removed from the employee's file according to the City's retention schedule.

F. In any case in which an action of record is disaffirmed through the Grievance Procedure, by the Director, by the Civil Service Commission, and/or by a court of competent jurisdiction, the member's personnel file shall clearly reflect such disaffirmance and the material removed.

ARTICLE 13
LABOR/MANAGEMENT MEETINGS

Section 13.1 Meetings
In the interest of sound Labor/Management relations, the O.L.C. and the City will meet at agreeable dates and times for the purpose of discussing those matters outlined in Section 2 below. Normally, meetings held within this Article will be once every three (3) months unless matters of urgent nature require additional meetings. No more than three (3) employee representatives of the O.L.C., three (3) representatives of the City and one (1) non-employee representative of the O.L.C. shall be permitted to attend such meetings.

Section 13.2 Agenda
The party requesting the meeting shall furnish an agenda with the request. The O.L.C. shall furnish the names of the 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 O.L.C. 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 to by the parties;

D. Disseminate general information of interest to the parties;

E. Give the O.L.C. 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 13.3 Reports
O.L.C. 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.
Written responses requested by either party shall be submitted to the requesting party within five "5" calendar days unless both parties agree to extend the time limit.

ARTICLE 14
EQUIPMENT, TRAINING AND WORKING CONDITIONS

Section 14.1 Safety Policy
The City agrees to maintain in safe working condition all facilities, vehicles and equipment furnished by the City to carry out the duties of each bargaining unit position, but reserves the right to determine what those facilities, vehicles and equipment shall be. The O.L.C. agrees to work cooperatively in maintaining safety for the Marion Police Department.

Section 14.2 Safe Equipment
The City agrees to discuss safety conditions and practices with the employees and the O.L.C.. Employees are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for facilities, vehicles, supplies and equipment provided by the City.

Section 14.3 Training
The City agrees to supply training, equipment and materials for such training as is required by the State or City as a condition of employment. The employee must meet all State mandated requirements as a condition of employment.

Section 14.4. Firing Range
Police officers shall qualify on the firing range at least once each year. The places and dates for qualifications shall be set by the Chief. Each officer shall qualify with the weapons to be carried on duty. Officers failing to qualify on the first attempt shall be given at least two (2) additional times through the course to qualify. Failure to qualify at this point shall result in the employee being assigned to a non-sensitive position for a period of no more than ten (10) working days. The City shall assume the cost of range expenses for police officers covered by this agreement for qualifying as required in this section. During this ten (10) day period, the City shall provide training to help the employee qualify. No City paid overtime shall be required for additional training during this ten (10) day period.

Section 14.5 Meal Periods
Each employee of the bargaining unit shall be granted a meal period during each regular work shift. Those employees required to remain on duty and on call during their meal period, shall have the meal period considered as part of their standard work day schedule. Except for a call requiring immediate action, the employee's meal break shall not be interrupted.

ARTICLE 15
SENIORITY

Section 15.1 Definition
Seniority shall be defined as the length of total accumulated service with the Marion Police Department as a sworn police officer. Approved leaves of absence shall not be considered a break in service.

Section 15.2 Seniority Rights
Once each year eligible members assigned to the uniform patrol division will have an option to exercise seniority rights to determine the shift and days off they will be assigned for the following year.

On November 1 of each year, the Chief of Police will circulate a sign up roster for the next year. This sign up roster will have a list of the available number of slots and days off for each of the uniform shifts. Only officers that have completed two years of service with the Marion Police Department as of the November 1 date are eligible to sign up and exercise seniority rights. Two (2) years of service shall mean two (2) years from the Employee's hire date or two (2) years from the Employee's certification as a peace officer whichever is later. The number of officers not having two (2) years service shall be divided as equal as possible among the three (3) shifts, and will bid by seniority on the shifts not filled in by officers exercising their seniority rights. The sign up roster shall continue through the patrol officers by seniority and shall be completed by December 1.

Section 15.3 Deviation
Deviation from the above completed sign-up list must be through the Labor/Management Committee, except that officers with less than two (2) years service could be changed during the year to make up for shortages on a particular shift due to illness or injury. For deviations, the committee will hear any proposed changes and make a recommendation to the Safety/Service Director. The Safety/Service Director will have the authority to affirm or reject the Committee's recommendation. The results of the Safety/Service Director's decision may be subject to the Grievance Procedure.

ARTICLE 16
HOURS OF WORK AND OVERTIME

Section 16.1 Intent

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

Section 16.2 Workday and Workweek

A. For members so assigned a workday shall consist of eight (8) consecutive work hours during a scheduled work shift. Except to accommodate changes of shifts, a workweek shall consist of five (5) consecutive workdays followed by two (2) consecutive days off.

B. The Patrol Division workday shall consist of ten (10) consecutive work hours during a scheduled work shift. Except to accommodate changes of shifts, a workweek shall consist of four (4) consecutive workdays followed by three (3) or four (4) days off, depending on the ten (10) hour schedule.

If the department falls below twenty-one (21) Patrol Division Officers, the Chief reserves the right to mandate eight (8) hour days to account for adequate coverage for the City.

Patrol Division Officers on extended injury leave, FMLA, in the Field Training Program, in the academy, or any other circumstance where the number of Patrol Division Officers will be under twenty-one (21) patrol officers for any extended period of time, will count as part of the twenty-one (21) patrol officers.

C. A workday for members of the Canine Unit shall consist of nine (9) consecutive work hours during a scheduled work shift. Except to accommodate changes in shifts, a workweek shall consist of four (4) consecutive workdays followed by three (3) consecutive days off.

D. Shift hours for the ten (10) hour shifts shall be the following; 1st Platoon 0730 to 1730, 2nd A Platoon 1500 to 0100, 2nd B Platoon 1700 to 0300, 3rd Platoon 2130 to 0730.

E. City assigned training or schools outside Marion County of four (4) hours or more duration shall count as a day worked, regardless of total hours worked for the day.

Section 16.3 Overtime

If the employee's supervisor mandates overtime past the four (4) hours already worked that day, the time will be paid at double time, provided the hours worked are twelve (12) consecutive hours. Consecutive hours are defined as: the employee does not have more than a 30 minute break between the end of their assignment and the beginning of the next assignment. This excludes Court Time.

If the employee's supervisor mandates overtime past the five (5) hours already worked that day, the time will be paid at double time, provided the hours worked are fifteen (15) consecutive hours. Consecutive hours are defined as: the employee does not have more than a 30 minute break between the end of their assignment and the beginning of the next assignment. This excludes Court Time.

The workweek shall be computed between 12:01 A.M. on Sunday of each calendar week and 12 o'clock midnight the following Saturday. Employees may not be rescheduled after the start of the workweek for the purpose of avoidance of overtime.

Time worked on the first or second consecutive regular days off due to work schedules being changed at the request of the member or trading days off by mutual consent of members, or time worked as a result of changing shifts where there is a continuous twenty-four (24) hours per day operation and/or a continuous seven (7) day per week operation, is not subject to premium rates.

The words "hours worked" as used in this Section shall include all hours during which the member is on paid status.

Section 16.4 Call-In Pay

"CALL-IN" occurs when a supervisor specifically requests an employee return to work after completion of the employee's regular schedule but before the employee is scheduled to return to work.

When an employee is called in, the employee shall be paid at one and one-half (1 1/2) times the member's regular rate for the time worked but no less than four (4) hours for such call-in.

When the call-in hours are within four (4) hours of the normal starting time, the call will be for the actual hours worked (at one and one-half (1 1/2) times the regular rate) but no less than one (1) hour.

Section 16.5 Stand-By Pay

"STAND-BY" occurs whenever an employee's off-duty time is interfered with by requiring some level of availability for duty as authorized by the OIC.

When an employee is on stand-by, the employee shall be paid the appropriate rate of pay, but for no less than two (2) hours.

Section 16.6 Court Time
For each court related appearance, while off duty, employees shall be paid at one and one-half (1 1/2) times the regular hourly rate for the actual hours at such appearance but no less than three (3) hours for such appearance. Court appearance time shall start one-half (1/2) hour prior to the actual listed court time. Cancellation of court related appearances, with less than twenty-four (24) hour notice, shall result in one (1) hour pay at one and one-half (1 1/2) times the employee's regular rate, unless the cancelled court was scheduled to occur during hours that the member would already be working.

Employees who complete their court assignments will not be held over to meet normal shift staffing requirements.

Section 16.7 Work Schedule
An employee's work schedule is defined as the employee's regular shift assignment, days off, and unit assignment. Except for permanent changes approved in advance by the Chief, any required deviation from a member's work schedule as found on the Department's assignment roster shall require the Department to pay for all such hours of deviation at one and one-half (1-1/2) times the member's regular hourly rate. This excludes changes in shift and/or hours to attend training or schooling. A temporary change in the employee's regular shift may be made to accommodate the training or schooling.

Section 16.8 Overtime Opportunities

A. The Administration shall rotate overtime opportunities among qualified full-time employees who normally perform the work that is being assigned. The Administration shall post and maintain an overtime roster. This roster shall include a list of employees eligible for such overtime and an updated total of hours worked and hours refused by each employee. Employees who show up for scheduled overtime shall receive one and one-half (1-1/2) times their regular rate of pay for actual hours worked but no less than four (4) hours for each show up. Errors in the distribution of overtime opportunities shall be corrected at the next opportunity for overtime. Patrol Officers shall have first right of refusal in filling overtime opportunities in communications which are not filled by the appropriate civilian personnel. If within fifteen (15) minutes the employee has not responded to a call from the Employer for overtime, the Employer may move on to the next person on the list but the employee will not be charged with the overtime.

B. An employee who refuses an overtime assignment shall be credited with the amount of overtime refused but will be charged with no less than four (4) hours. Refusal of such overtime opportunities must be by the affected employee or the employee's spouse.

C. If after the list has been totally exhausted and the proper manpower has not been obtained to fill the scheduled overtime detail, then the

Administration may fill the remaining manpower requirement for the overtime detail by mandatory assignment of any officer available, excluding all those officers who are on days off and holiday.

D. If for any reason paragraphs A through C has been followed and the overtime assignment has failed to be filled with the required manpower then the Administration may fill the assignment of the scheduled overtime by the officers available who are on days off and then holiday, in that order.

E. Holidays, for the purposes of paragraphs C through D, are defined as all days off prior to, included in, and succeeding the officers holiday days. Days off for the purpose of paragraphs A through C are defined as those days that precede an officers normal work week.

F. Paragraphs C and D shall apply only to City paid overtime scheduling.

G. Overtime that is created less than 24 hours away may be filled with the first available person on the overtime list that the Administration is able to make contact with. This person will not be charged with the overtime.

Section 16.9 Pyramiding
There shall be no pyramiding of pay for the same hours worked.

Section 16.10 Compensatory Time Bank
Employees, at their option, may accumulate up to four hundred and eighty (480) hours of compensatory time. Time will accumulate at the rate of one and one-half (1 1/2) hours for each hour worked. Upon separation from service for any reason, members shall be paid at their current rate of pay (per Article 17 Section 17.1) for all accumulated hours of time. An employee may roll over up to 40 hours per year into their vacation or holiday banks. (Same time as S.L.S.B.) When a member dies while in paid status in the City Service, any unused compensatory time to the member's credit shall be paid in a lump sum to the surviving spouse or the estate of the deceased.

Section 16.11 Field Training Officer Compensation
Field Training Officer's will be compensated one (1) hour of overtime pay or compensatory time for completing a majority of a shift of training with a probationary officer.

ARTICLE 17
WAGES

Section 17.1 Wages

A. Retroactive to January 1, 2015, all Bargaining Unit Members shall receive a 2.5% wage increase.

B. Effective on January 1, 2016, all Bargaining Unit Members shall receive a 2.0% wage increase.

C. Effective on January 1, 2017, all Bargaining Unit Members shall receive a 2.0% wage increase.

Pursuant to this section above, the Bargaining unit members shall be paid according to the wage schedule in Appendix A.

Section 17.2 Member's Contribution to Pension Fund

A. That portion of the member contribution to the Police and Firemen's Disability Fund of Ohio (herein referred to as the "Fund") equal to eight and one-half percent (8½%) of the member's earned compensation shall be paid by the member. The remaining portion of the member contribution shall be continued to be paid by the member, using the determined method of contribution.

B. The provisions of this Section shall apply uniformly to all members and no member shall have the option to elect a wage increase or other benefit in lieu of the payment provided for herein. The City shall, in reporting and making remittances to the Fund, report that each member's contribution has been made as provided by statute.

C. Both parties hereby declare that the sum paid hereunder by the City on behalf of the member is not to be considered additional salary or wages and shall not be treated as increased compensation. For purposes of computing the member's earnings, or basis of contributions to Fund, the amount paid by the City on behalf of the member as a portion of the member's statutory obligation, is intended to be and shall be considered as having been paid by the member in fulfillment of the member's statutory obligation.

D. For purposes of this Section 2, the term "earned compensation" shall mean any and all monies paid on or after December 1985, to a member by the City for which there is a pension contribution under or pursuant to any provision of this Agreement and without regard to the date, time, or pay period in which the original obligation for such payment may have occurred.

However, it shall not include monies paid as and for uniform allowance as provided in this Agreement or monies paid to a member who has been terminated prior to December 31, 1985.

Section 17.3 Pay Rate Due to Personnel Actions

A. RE-APPOINTMENT - Whenever an officer is re-appointed (within one (1) calendar year of separation) to a position in a class where the officer previously held permanent status the rate of pay shall be in the step in the range at which the officer was paid at the time of separation.

B. RE-EMPLOYMENT: Whenever an officer is re-employed (more than one (1) calendar year from separation), the rate of pay shall be the probationary step unless the Employer places the officer in a higher step based on prior experience not to exceed step C.

C. RETURN FROM MILITARY LEAVE: Whenever an officer returns from military leave, the officer shall be reinstated in the officer's former position at the step which corresponds to the step received at the time of departure and in addition, shall be granted any increase to which the officer would have been entitled had the officer not entered military service.

Article 17.4 Special Details

Scheduling of Special Duty

A. There will be a list of qualified employees for special duty assignments. The list will rotate by seniority. The administration will give ample opportunities to each member to fill the special detail assignment.

B. For long term special detail assignments, there may be a separate list for each detail. Each employee will be placed on the list but can be removed from the list if the employee wishes not to be called for that type of assignment.

Bargaining Unit employees will observe the following off Duty Special Details:

$30.00 per hour for school functions with a two (2) hour minimum. Any school function that includes alcohol will be charged at the $35.00 per hour rate.

$35.00 per hour for all businesses or "for profit" agencies, etc; with a two (2) hour minimum. Any function that includes alcohol will be charged at the $40.00 per hour rate.

$30.00 per hour for Silverline Windows with a two hour minimum.

This hourly rate will not include any benefits, pension or Workers Compensation through the City. The above rates will be paid by the special details employer at the time of services rendered unless other arrangements have been made. If other arrangements have been made, the employee shall be paid within ten (10) calendar days of completion of work.

Section 17.5 Shift Differentials

Officers of the division of police shall receive a differential in pay when assigned for the current year to second or third platoon. For the purpose of this article the following applies:

A. For officers assigned to the patrol division or detective bureau, second shift shall be any shift that begins on or after 1500 hours, and third shift is any shift which begins after 2130 hours. These officers receive shift differential for all paid hours worked on that assigned shift.

B. Shift differential will be paid at fifty-five (.55) cents per hour for second shift and sixty-five (.65) cents per hour for 3rd shift.

C. Shift differentials are exempt from the following:

a) Annual sick leave sellback.

b) Separation from service payouts; i.e. accumulated vacation, holiday and compensatory time.

c) Sick leave or FMLA that extends beyond thirty (30) days.

ARTICLE 18
LONGEVITY PAY

Effective January 1, 2009 the longevity scale shall be revised as follows:

Longevity	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
	$0.20	$0.35	$0.45	$0.60	$0.75	$0.90

ARTICLE 19
HOLIDAYS, VACATION AND PERSONAL DAYS

Section 19.1 Designated Days
The following holidays shall be granted to each employee, in Holiday time of ten (10) hours for each listed holiday.

New Year's Day	January 1st
Easter Sunday	
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th

Each employee shall be credited with forty (40) hours of personal time each year. Holiday time and personal time in this Section shall accrue at the rate of 4.23 hours per bi-weekly pay period.

Section 19.2 Holidays Worked
Should any employee be required to work on a holiday, in addition to the holiday time in Section 19.1, the employee shall be paid at a rate of one and one-half (1 1/2) their normal hourly rate if the holiday is normally a scheduled work day. Overtime worked on a holiday shall be two times the employee's regular rate.

Article 19.2A Holidays Worked

The following is a list of additional holidays each bargaining unit member shall receive time and one-half (1 ½) compensatory for hours worked on that holiday:

Martin Luther King Day, Presidents Day, Good Friday, Veteran's Day and the Day after Thanksgiving

Section 19.3 Accrual Schedule for Vacation
The following vacation accrual schedules are hereby established:

Years of Service	Annual Accumulation
0 through 5	80 hours
6 through 11	120 hours
12 through 18	160 hours
19 through 24	200 hours
25 and over	240 hours

Section 19.4 Holiday & Vacation Scheduling
Holiday & vacation scheduling shall be arranged with the prior approval of the Chief of Police or the Chief's designee. Insofar as practicable, the holiday & vacation time off shall be granted at the times most desired by each employee, with the order of preference being determined on the basis of seniority by classification with the understanding of the following days being blocked out for vacation; days of the Popcorn Festival.

Time off requests made after annual signup will be as follows. If no one has requested the day off on their designated shift, the time off will be granted. Two (2) officers may be off on the same day and shift if: 1) the time off does not create overtime at the time of approval; 2) time off request will be approved no less than fourteen (14) days prior to the date requested. If a request is made within fourteen (14) days or less than the date requested, the day should be approved or denied at the time the request is submitted by a supervisor that is assigned the same shift.

Special requests for time off outside policy can be granted by the Chief of Police or his or her designee when circumstances merit the time off.

Section 19.5 Accumulated Time
Holiday time may be banked up to a limit of three (3) years accumulation. Vacation may be accumulated UNLIMITED. Should a Bargaining Unit Member hired as a police officer after January 1, 2010, voluntarily accept a promotion covered by the FOP/Gold CBA, only the maximum vacation hours permitted in the then applicable FOP/Gold CBA may be transferred. Those vacation hours above the FOP/Gold CBA sealing will be forfeited. Upon separation from service for any reason, members shall be entitled to compensation at their current rate of pay (per Article 17 Section 17.1) for all accrued but unused holiday and vacation leave to their credit at the time of separation. However, if a member retires with 25 years of service with the City of Marion and is 48 years of age or older, that member will receive 4 (four) times the annual accumulated total. A member who retires without 25 years at age 48 will receive 3 (three) times the annual accumulated rate. When a member dies while in paid status in the City Service, any unused holiday and vacation leave to the member's credit shall be paid in a lump sum to the surviving spouse or the estate of the deceased.

ARTICLE 20
EQUIPMENT AND CLOTHING ALLOWANCE

Section 20.1 Initial Issue

The City shall furnish uniforms and equipment for all new employees required to wear uniforms according to the schedule in Section 20.5. All uniforms remain the property of the City and must be turned in when an employee is separated from City service. Failure to do so shall result in the value of the missing items being withheld from the employee's separation pay. The City shall have the right to determine the supplier of uniforms and parts.

Section 20.2 Maintenance and Allowance

A. Each covered em6ployee shall receive, through the Quartermaster System, uniforms, equipment and maintenance, including dry cleaning.

B. Employees assigned to non-uniform duties by the Chief, shall receive, in addition to the benefits in Paragraph A above, a twenty-two (22) cents ($.22) per hour stipend while so assigned and in paid status.

Section 20.3 Personal Property

The City shall repair or replace prescription eyewear and watches damaged in the line of duty so long as the damage is not due to the employee's negligence, with the following limits: Eyewear as necessary to restore to their original condition with a two hundred dollar ($200.00) maximum. Watches up to a limit of one hundred dollars ($100.00).

Section 20.4 Responsibility

All employees may be subject to a full uniform inspection once each year as required by the Chief.

Section 20.5 Schedule Uniformed Officers

Trousers	4
Shirts, Winter	4
Shirts, Summer	4
Ties	2
Footwear	1 pr per yr (if needed)
Coat (all-in-one)	1
Hat Class "A"	1
Belt	1
Rain Coat (Reversible)	1
Name Plate	2
Hat Badge	1
Breast Badge	2
Collar Brass	1 set
Whistle w/Chain	1
Gunbelt	1
Duty Weapon	1
Magazines w/Case	1 set
Holster	1
Handcuffs	1pr
Handcuff Case	1
Beltkeepers	1 set
Key ring holder	1
Baton	1
Baton Holder	1
Flashlight	1
Clipboard	1
Gloves	1pr

Soft Body Armor (Issued on request at the option of each covered employee)

Briefcase/Blackjacks	1 ea. (as determined by the Chief.)

ARTICLE 21
HEALTH, LIFE, DENTAL, DRUG INSURANCE

Section 21.1 Insurance
The City shall continue to offer similar levels of coverage for health, prescription and dental insurance providing employees contribute to the premium cost of such coverage by payroll deduction each pay period as follows:

The Employer shall pay eighty-five percent (85%) of the insurance premiums and the employee shall pay fifteen percent (15%).

HSA payments will be made by the City quarterly. However, if the member's medical expenses are such that additional payments into the HSA fund are needed, the Auditor will be provided an explanation of the benefits and the additional funds will be placed into the member's HSA account.

Upon the execution of this Agreement, the Employer shall pay fifty percent (50%) of the cost of HSA contribution, and the Bargaining Unit Member shall pay fifty percent (50%) of the cost of the HSA contribution.

Section 21.2 Insurance Opt-out
Effective July 1, 2002, an employee who "opts-out" of the City provided health insurance plan shall receive one hundred dollars ($100.00) per month. Such employee must provide proof of insurance coverage from an insurance plan not funded by the City of Marion.

Section 21.3 Insurance Committee
During the life of this Agreement, the City shall continue to use of the function of the "insurance committee." The "Insurance Committee" will be responsible for fulfilling its mission to "determine the insurance benefits provided by the City to all employees, subject to the approval of City Council, and to maintain reasonable control over health care costs.

Section 21.4 Life Insurance
The City shall provide coverage at a minimum of twenty thousand ($20,000) with a forty thousand dollar ($40,000) Accidental Death and Dismemberment limit.

ARTICLE 22
REIMBURSEMENT

Section 22.1 Tuition Reimbursement Program

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

A. All courses must be job related or required to earn a law enforcement related degree as approved by the Safety/Service Director. All courses must be taken during non-scheduled working hours. All scheduled hours for courses of instruction must be filed with the officer's immediate supervisor and with the Safety/Service Director's office. All scheduled times of courses must be approved by the Safety/Service Director. Any situation, which in the discretion of the Safety/Service Director, would require a members presence on the job shall take complete and final precedence over any times scheduled for courses.

B. Any financial assistance from any governmental or private agency available to an officer, whether or not applied for and regardless of when such assistance may have been received shall be deducted in the entire amount from the full tuition reimbursement the officer is eligible for under this Section.

C. Applicants for reimbursement of courses must be made to the Safety/Service Director's office not more than thirty (30) days or less than ten (10) days prior to enrollment.

D. No reimbursement will be granted for books, papers, supplies of whatever nature, transportation, meals or any other expense connected with any course except the cost of tuition.

E. Reimbursement for tuition will be made when the officer presents an official certificate or its equivalent and a receipt of payment from the institution confirming satisfactory completion of the approved course.

F. The City will pay one hundred and fifty dollars ($150.00) per credit hour up to a maximum of twenty five hundred dollars ($2500.00) per year, per officer, if the officer has:

1. A grade of "C" or better;
2. A passing grade in a pass/fail course;
3. In a "Test Out" course either number 1 or number 2 shall apply.

G. After receiving tuition reimbursement, Employees will be expected to repay the City in the following manner if they voluntarily leave the employment of the City.

Persons working on a Post Graduate/Masters Degree will reimburse the City if they leave within three (3) years after receiving reimbursement. Persons working on a Bachelors Degree will reimburse the City if they leave within two (2) years after receiving reimbursement.

Persons working on an Associates Degree will reimburse the City if they leave within one (1) year after receiving reimbursement.

H. These regulations do not apply to training which is taken at the specific direction of management and for which the City pays the full cost of tuition and other expenses.

Section 22.2. Advanced Training Reimbursement

Any police officer who attends advanced training such as the F.B.I. Academy, Northwestern Institute, Southern Police Academy and then voluntarily leaves employment with the City of Marion shall be required to reimburse to the City, the employee's wages on a prorated basis as follows:

Any employee, who voluntarily leaves employment with the Marion Police Department, that attends the police academy where the City pays in full or shares in the cost of training the employee, shall reimburse the City along the same percentage basis as outlined below for the cost of training.

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

For the purposes of reimbursement, time will begin upon graduation from such learning institution.

ARTICLE 23
LEAVES

Section 23.1 Injury Leave

A. Any employee in the bargaining unit who is disabled as a result of physical injury suffered in the discharge or performance of the employee duties shall be entitled to receive full salary during such period of disability, for a period as follows:

1. Up to sixty (60) days from date of injury.

B. The following conditions will apply to injury leave:

1. The employee must file a Worker's Compensation claim to qualify for injury leave.

2. The employee must submit a statement by a physician which shall include a diagnosis and an estimate of recovery time to justify use of injury leave.

3. If the City disputes the injury leave request, the employee shall submit himself to a physical examination conducted by a doctor chosen and paid for by the City.

4. If the doctor chosen by the City disagrees with the employee's doctor, the parties will wait until the Industrial Commission decides the Worker's Compensation claim. If the claim is allowed, the employee will be paid injury leave. On the issue of injury leave, the decision of the Industrial Commission on the employee's Worker's Compensation claim will be determinative.

5. Any payment from Worker's Compensation for a covered claim during the above sixty (60) day period shall be turned over to the City.

6. Physical injury for purposes of this Article shall be defined as any injury compensable under the Worker's Compensation laws of the State of Ohio, but does not include any disease.

C. After sixty (60) calendar days, should the employee still be unable to return to work, the employer, at its discretion, may require the employee to submit to a fitness for duty medical exam to ascertain whether or not a light duty position may be available. The employee may also apply for lost wages and benefits through the Bureau of Workers Compensation following exhaustion of the sixty calendar days of injury leave. The Safety Service Director may grant up to an additional six (6) months of paid injury

leave following the injury under terms of this article on a case by case basis.

D. Should the fitness for duty exam determine that the employee is capable of performing in a light duty capacity, and the Employer determines that it wishes to offer a light duty position, an offer of light duty will be made to the employee. The light duty will be compensated at one hundred percent (100%) of the employee's regular hourly rate. It is within the employee's sole discretion to accept or decline the employer's offer of light duty. Nothing in this article shall obligate the Employer to offer or create a light duty position for an employee who is unable to return to work after the sixty (60) day period.

E. While on injury leave an employee must provide an update of their condition every two (2) weeks.

Section 23.2 Sick Leave

A. For each completed eighty (80) hours in active pay status, an employee earns 4.6 hours of sick leave. (Active pay status may be defined as hours worked, hours on approved paid leave, and hours on paid sick leave.) The amount of sick leave time any one (1) employee may acquire is unlimited. Sick leave shall be charged in a minimum unit of one (1) hour, then in one-half (1/2) hour multiples. Employees absent on sick leave shall be paid at the regular rate.

Employees who transfer between departments, or agencies, or from other public employment, or who are reappointed or reinstated within ten (10) years of prior public service employment will be credited with any unused balance of sick leave. All employees will be eligible for payment of sick leave upon retirement according to the following formula: One-half of all accumulated hours up to a limit of eight hundred fifty (850) paid hours. When an employee(s) passes away while in active employment, the surviving spouse or others, as spelled out in Section 2113.04 O.R.C., will be eligible to receive sick leave payment for which the decedent would otherwise have qualified. Such payments shall be based on the rate of pay (per Article 17 Section 17.1) of the employee at that time.

All members of the bargaining unit may elect to sell back unused sick leave, on an annual basis, according to the schedule below, provided four hundred eighty (480) hours remain after the sell back. At the employee's option, all or any part of hours eligible to be sold back may be converted to compensatory time.

Zero (0) hours used, one hundred forty-four (144) maximum sell back. Every hour used reduces eligible hours of sell back by one and one-half (1½) hours (i.e., twenty-four (24) hours used reduces sell back by thirty-six (36) hours from one hundred forty-four (144) to one hundred eight (108).

Payment will be at the employee's regular rate of pay. A request must be made in writing to the Police Chief prior to December 1 in order to receive payment for any hours. Sick leave usage from the preceding year will be used to determine the number of hours an employee is eligible to sell back.

B. Sick leave may be requested for the following reasons:

1. Illness of the employee or injury/illness/death in the employee's immediate family where the employee's presence is reasonably necessary.

2. Exposure of employee or a member of the employee's immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.

3. Medical, dental, or optical examinations or treatment of employee or such examinations or treatments to a member of the employee's immediate family, where the employee's presence is reasonably necessary.

4. Childbirth, and/or related medical conditions.

5. Injury of the employee after "Injury Leave" has expired.

C. An employee requesting sick leave shall cause notification to the employee's immediate supervisor or other designated person, of the fact and the reason no later than one-half (1/2) hour prior to the time the employee is scheduled to report to work unless other arrangements have been made with the supervisor. The employee will submit to such medical examination, nursing visit or other inquiry the City deems necessary at the City's expense.

Upon the employee's request, vacation leave may be used as sick leave after sick leave is exhausted. Employees who have exhausted sick leave and vacation leave may, at the discretion of the Director, be granted an unpaid personal leave of absence.

D. Immediate family for purposes of this section is defined as spouse, child, mother, father, foster parent or guardian, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law,

sister-in-law, stepfather, stepmother, stepsister, stepbrother, stepson, stepdaughter, half-brother, half-sister, or any person living with the employee on a continuous basis.

E. An affidavit provided by the City or a medical certificate from a licensed physician certifying or affirming as to the nature of the illness and the employee's capability to return to work must be presented to the supervisor by an employee who has been ill for three (3) consecutive days or the employee will not be permitted to return to work. A certificate or affidavit may be required for less than (3) days absence. The failure to present such a certificate or affidavit may result in loss of pay or other disciplinary action for the time absent.

F. Each employee shall be responsible to see that they accumulate less than nine (9) points in a rolling twelve (12) month period to assure their continued employment with the City. If an employee accumulates nine (9) points in a twelve (12) month period the employee shall be subject to the disciplinary procedure. Points are accumulated by the following standards:

TYPE OF ABSENCE	POINTS ACCUMULATED
1. Reporting late for work	1/2 Point
2. Off sick less than five (5) hours without a doctor's certificate	1/2 Point
3. Off sick less than five (5) hours with a doctor's certificate	0 Points
4. Off sick five (5) to ten (10) hours	1 Point each day (*)

* If an employee is absent for less than three (3) consecutive days and returns to work with out a doctor's certificate stating the reason for absence the employee shall be credited one point for the entire period of sick leave use. Absences that exceed this period of time shall require a doctor's certificate and may qualify for Family Medical Leave.

The employee's supervisor shall keep track of accumulated points and should counsel employees at least quarterly or when an employee has reached four (4) points in less than a six (6) month period or six (6) points in less than a nine (9) month period.

G. Light duty may be offered at the complete and sole discretion of the City.

Section 23.3 Bereavement Leave

Bereavement leave may be used for death in the immediate family (as listed in Section 23.2 - D) and shall consist of no more than three (3) days per death. However,

Bereavement Leave may be used for the death of a step grandparent and shall consist of no more than one (1) day.

Section 23.4 Military Leave

A. PAID LEAVE - Sworn officers of the Division of Police who are members of the Ohio National Guard, U.S. Air Force Reserves, U.S. Army Reserves, U.S. Marine Corps Reserves, U.S. Coast Guard Reserves, or the U.S. Naval Reserves, shall be granted military Leave of Absence with pay in addition to vacation leave when ordered to temporary active duty or when ordered to military training exercises conducted in the field for a period not to exceed twenty-two (22) eight (8) hour days (176 hours) during each calendar year. Excepting and providing that when the Chief Executive Officer of the United States declares that a state of emergency exists, then, in that event the member, if ordered to active duty for purposes of that emergency, shall be paid pursuant to this Section for a period, or periods, whether or not consecutive, not to exceed twenty-two (22) eight (8) hour days (176 hours) during each calendar year. A member shall receive regular salary for the period of time so served. Where it is to the advantage of the City and on the approval of the Chief, military leave of up to fifteen (15) additional calendar days may be granted.

B. MILITARY LEAVE WITHOUT PAY - A member shall be granted a Leave of Absence without pay to serve in the Armed Forces of the United States of America. Members in a probationary period shall not be granted such leave. Such Leave of Absence shall be governed by the following principles:

1. No eligible member shall lose rank, grade, or seniority enjoyed at the time of enlistment, induction, or call into the active service, (other than for military training leave) of the Armed Forces of the United States of America, except that a provisional member at the time of entering active military service shall not be entitled to restoration to the member's position if an eligible list from which appointments to such positions may be made has been established prior to the member's application for restoration to such position.

2. Any member who has entered the service as stated above, upon an Honorable Discharge from the service and establishment of the fact that the member's physical and mental condition has not been impaired to the extent of rendering the member incompetent to perform duties of the position, shall be returned to the position held immediately prior to enlistment or induction into the service or to a position of equal rank and grade. Such member must request restoration to the former position within ninety (90) days of receiving an Honorable Discharge from the Armed Forces or the

position will be declared vacant. Nothing contained in this Section shall obligate the City to pay a member who is on Military Leave of Absence.

3. Any member serving in a position vacated temporarily due to the previous incumbent being in the military service shall be determined to have been given a permanent appointment, if the returnee fails to exercise restoration rights within the prescribed time.
4. The term "Armed Forces of the United States" as used in this Section shall be deemed to include such services as designated by the Congress of the United States.

5. Any member transferred or advanced to a position by reason of a vacancy caused by a member serving in the Armed Forces shall be returned to the position held before said transfer or advancement, or to a position of equal rank or grade upon the return of the member from service.

6. A member who achieves permanent status while filling a vacancy resulting from the enlistment or induction of a member into military service, upon the return of that member from the service, shall be placed on an eligible list in the order of the member's original position.

7. In any case where two (2) or more members who are entitled to be restored to a position left the same position in order to enter the Armed Forces, the member with the greatest seniority in that classification shall have prior restoration right without prejudice to the reemployment rights of the other member or members to be restored.

8. Where service in the Armed Forces results from induction or call to active duty, leave shall be granted for the duration of such call.

9. Where service in the Armed Forces results from enlistment, leave shall not be granted for more than one (1) voluntary enlistment.

Section 23.5 Special Leave

A. JURY DUTY LEAVE - A Bargaining Unit member, while serving upon a jury in any court of record will be paid the member's regular salary for each of the member's workdays during the period of time so served. Time so served shall be deemed active and continuous service for all purposes.

B. EXAMINATION LEAVE - Time off with pay shall be allowed Bargaining Unit members to participate in Civil Service Tests or to take a required examination, pertinent to their City position, before a State or Federal Licensing Board.

Section 23.6 Leave of Absence

Upon the written request of a permanent employee, the Safety/Service Director may grant the employee a leave of absence without pay in accordance with the following:

A. The maximum leave without pay shall not exceed six (6) months.

B. The maximum duration of a leave for purposes of education, training, or specialized experience, which would benefit the Police Department by improved performance, or for other related reasons shall not exceed two (2) years.

C. An employee shall submit to the Chief pertinent information relating to the training for which the leave is requested.

D. The authorization of a leave is solely a matter of administrative discretion. No leave of absence shall be granted for the purpose of working another job.

E. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied or another position at a similar level should the original position be abolished.

F. If an employee fails to return to work upon the expiration of an authorized leave, that employee shall be considered as having resigned.

G. An employee on leave does not earn sick or vacation leave credit, however time spent on leave shall be considered in determining length of service for purposes where tenure is a factor.

H. If it is determined that an employee is not actually using the leave for the purpose specified, the City may cancel the leave and provide the employee with written notice directing the employee to return to work, and take such disciplinary action the City deems appropriate.

Section 23.7 Release From Employment

The City shall release employees from the workforce no later than one (1) year after going on non-paid status.

ARTICLE 24
MISCELLANEOUS – ECONOMIC

Section 24.1 Expense Reimbursement
The City shall reimburse employees for all job related expenses, including meals, while working on special assignments which includes schooling and training. Meals shall be reimbursed up to a maximum of thirty five dollars ($35.00) per day in state and up to a maximum of fifty dollars ($50.00) per day out of state. However, special assignments of one (1) day in state without overnight stay shall not be reimbursable. The Chief, at the Chief's discretion, may grant up to fifteen dollars ($15.00) under unusual circumstances. Personal vehicle mileage shall be reimbursed at the I.R.S. rate. If the City vehicle is made available and the employee chooses not to drive the vehicle, there will be no mileage paid. The employee must submit necessary receipts along with the request for payment.

Section 24.2 Staffing
The City agrees to make every reasonable effort to keep the Department up to full strength to help ensure the safety of the officers on duty and to provide proper service to the City residents. Any questions regarding minimum staffing in the Police Department, shall be referred by either party, to the Labor-Management Committee.

Section 24.3. Purchase of Weapon
Upon retirement, after twenty (20) years of service with the Marion Police Department, a bargaining unit member will be allowed to purchase the member's service weapon for ten percent (10%) of the weapon's initial cost.

Section 24.4 Copies of Agreement
The Labor Council will provide each covered employee, at no cost to the employee, a copy of this Agreement within forty (40) days from the date this Agreement is ratified by both parties.

Section 24.5. Wellness
By removing the wellness language from this contract the city agrees to place into the employees holiday bank, 8 hours the first year of this contract and 4 hours the 2nd year of this contract. Wellness and all its inclusions shall be eliminated completely on the 3rd year of this contract.

ARTICLE 25
SUBSTANCE TESTING

Alcoholism and drug abuse or addiction are recognized by the parties as interfering with the Employer's services and as posing a danger to the public's health and safety as well as that of the employees. It is recognized that the Employer and the employees have the right to insist on an alcohol and drug-free environment and to be free from direction by any individual where reasonable suspicion exists to believe that an individual to be under the influence of alcohol or drugs. Therefore the following shall apply:

Section 25.1 Testing: Drug and alcohol testing may be conducted on employees, probable cause, reasonable suspicion, or randomly. Random testing may test up to four (4) bargaining unit employees once each quarter unless there is already reasonable suspicion, randomly or following a work related accident that results in the filing of a workers compensation claim.

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:

A. 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;

B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;

C. 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;

D. Information provided either by reliable and credible sources or independently corroborated;

E. Evidence that an employee has tampered with a previous drug test; and

F. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

A bargaining unit employee may of their own volition, 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 25.2. Screening: All drug screening tests shall be conducted by medical laboratories certified by the Department of Health and Human Services or certified by a

DHHS recognized certification program. 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 City and testing laboratory shall include an evidentiary chain of custody control. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article. The split sample method of collection shall be used and shall follow prescribed testing procedures. Collection of samples for all random testing shall take place in the police department or some other location that affords officers' privacy.

Section 25.3. **Alcohol Testing:** Alcohol testing shall be done in the same manner as is used to detect drivers operating a motor vehicle under the influence. A positive result from an alcohol test means a level of impairment, as evidenced by test results meeting or exceeding those specified in ORC. 4511.19(B)(1)(2), (3) or (4)-.020 BAC.

Section 25.4. **Test Results:**

A. The results of the testing shall be delivered to the City and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided for under this Article may be grounds for discipline.

B. The City 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 City 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 25.5. **Retesting Procedure:**

A. If a drug screening test is positive, the employee may, upon written request have the split sample tested by a DHHS certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result.

B. In the event the tested split sample confirms the results of the first test, the City may proceed with the sanctions as set forth in this Article.

C. In the event that the tested split sample contradicts the result of the first test, the tested split sample result is determined to be the final result. The results of this test, if positive, shall allow the City to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.

Section 25.6. **Laboratory:** The name of the testing laboratory shall be maintained by the City. This laboratory shall conduct any testing directed by the City.

Section 25.7. **Employee Sanctions:** If the testing required above has produced a positive result, the City 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 vacation leave, compensatory leave, personal leave and sick leave for a period of the rehabilitation or detoxification program. Any time used shall be in the order listed above. 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 their former position. Such employee may be subject to periodic retesting upon return to the employee's position 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.

Section 25.8. **Failure to Comply:** If the employee refuses to undergo rehabilitation or detoxification, or if the employee tests positive during a retesting within one (1) year after return to work from such a program, the employee shall be subject to disciplinary action up to and including termination of employment.

Section 25.9. **Cost of Tests:** Costs of all drug screening tests and confirmatory tests shall be borne by the City as well as for costs of a rehabilitation or detoxification program which exceeds the amounts paid by insurance, up to an amount equal to that paid by the insurance.

Section 25.10. **Records of Results:** All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with and subject to state and federal law and may not be used for criminal prosecution.

Section 25.11. **Good Faith.** The City shall use the drug testing procedure in good faith. It shall not be used as a method to harass the employees.

ARTICLE 26
FAMILY MEDICAL LEAVE

Section 26.1 Eligibility
Employees who have worked for the City for at least twelve (12) months, and who have worked for at least 1,250 hours over the twelve (12) month period preceding the leave, shall be eligible for up to twelve (12) weeks of paid or unpaid FMLA leave during any twelve (12) month period for one or more of the following reasons:

A. For birth of a child, and to care for the newborn child;

B. For the placement of a child for purposes of adoption or foster care with the member;

C. The care of a spouse, child or parent with a serious health condition.

D. A serious health condition affecting the member to the extent that the member is unable to perform the essential functions of the employee's position.

Section 26.2 Employee Notice Requirements
The employee must give the Employer thirty (30) days notice of the need for FMLA leave, along with the anticipated time for and duration of the leave, when such need is foreseeable. When the leave is not foreseeable, or thirty (30) days notice is not practicable, the employee will provide notice within one or two days of the employee's becoming aware of the need for the leave. The notice does not have to reference the FMLA, but a valid reason under the FMLA and defined in this contract must be given in writing to the direct supervisor unless it is a medical emergency. If an employee fails to provide 30 days notice when the need for the leave was clearly foreseeable, the City has the right to deny said leave until 30 days after the employee provided notice.

Section 26.3 City Notice Requirements
When an employee notifies the City of the need for FMLA leave, the City will provide the employee with the following information:

A. That the leave will count against the annual FMLA entitlement

B. Certification requirements will apply (i.e. serious health conditions (as defined in the contract), fitness for duty) with documentation as defined in this contract.

C. The requirement to first use vacation leave until exhausted then personal leave until exhausted, then sick leave until exhausted as defined in this contract. The Employee may use compensatory time after other leave time has been exhausted.

D. Premium payments for continuation of health benefits and liability for premiums paid by the City in the event the employee fails to return to work.

E. Reinstatement rights as defined in this contract.

Section 26.4 Medical Certification

The City will require medical certification from a health care provider to support the request for FMLA leave based upon the serious health condition of the employee or employee's family member. The employee requesting leave must provide said certification within 15 days. If the employee does not provide medical certification within 20 days, the City may deny the employee's request for leave (or continued leave). A certification must include a statement that the employee is needed to care for a seriously ill family member or that the employee is unable to perform the functions of the employee's position (as appropriate). The certification will also state the date the condition started, the expected duration of the condition and appropriate medical information regarding the condition.

The City may require the employee to obtain a certification from a second health care provider to support the request for leave at the City's expense. If the first and second opinions differ, the City may require a third opinion, also at the City's expense. The third opinion will be binding. The City may require the employee to obtain subsequent recertification more often than every thirty days to support continued leave. The City will require recertification more often than every thirty days if the employee requests an extension of leave, if circumstances have changed since the original certification, or the City has information raising a question regarding the validity of the original certification, the City will require periodic reports to the supervisor of the employee regarding the employee's status and intention to return to work.

Section 26.5 Use of Paid Leave and Unpaid Leave

A. The City will require the employee to use accrued paid leave. Accrued paid vacation and or personal leave may be substituted for any FMLA qualifying purpose. An employee may not require the City of Marion to provide such paid (sick) leave in a situation in which the City would not normally provide such paid (sick) leave. The employee requesting accrued paid leave, even for an FMLA qualifying purpose, need not assert FMLA rights. However, if such leave is denied, the employee will need to articulate a qualifying reason so that the City will be aware that leave must be granted. In the above circumstances, when an FMLA qualifying reason has been articulated, the City will designate the paid leave as a substitute for FMLA leave and count that leave against the employee's 12 week entitlement. It is the City's responsibility to designate leave, whether paid or unpaid, as FMLA qualifying, based upon information provided by the employee. It is the City's further responsibility to notify the employee that leave is being designated and counted as FMLA leave.

B. Husband and Wife Employed by Same Employer: If leave is taken for the birth or placement of a child, a husband and wife employed by the same employer are entitled to only 12 weeks of FMLA leave total between them. If both parents use the 12 weeks (i.e. husband and wife each use 6 weeks of leave), each spouse remains eligible for the remainder of that employee's or 12 weeks for other qualifying reasons.

C. Intermittent Leave: FMLA leave need not be taken in a continuous period of time. Rather, leave may be taken intermittently, in separate blocks of time ranging from an hour or more to several weeks. Similarly, FMLA leave may be used by an employee to create a "reduced leave schedule" (i.e. to a part time schedule). Intermittent leave is available in case of birth or placement of a child only with the Chief or the Chief's designee's agreement. Intermittent leave to care for a seriously ill family member or because of the employees own condition is available when it is medically necessary.

Under an intermittent or reduced leave schedule only the amount of leave actually taken may be counted against the 12 week entitlement. Thus, for example, in an employee normally works a five-day week, and takes one day of FMLA leave per week, the employee used 1/5 of a workweek of FMLA leave per week.

D. Calculating the Leave Period: The City will use a rolling 12 month period measured backward from the date the leave is used.

Section 26.6 Maintenance of Benefits

A. The City will maintain health benefits for an employee on FMLA leave to the extent such benefits are provided to employees continuously employed. Changes to benefit plans apply to employees on FMLA leave as they do to other employees. The City's obligation to maintain health benefits ceases, except as provided under the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), when it becomes known that the employee is not returning to work.

B. The City will maintain other benefits (i.e. life insurance, accidental death and dismemberment insurance).

C. In the case of paid FMLA leave, the employee paid shares of health benefit premiums will be paid in the customary manner, through payroll deduction. In the case of unpaid FMLA leave, the City will expect the employee's regular co-payment when the payroll deduction would normally occur, however, it is the employee's option to pay in advance. This will serve as advance written notice that the arrangements must be made in the City Auditor's office at the beginning of the FMLA leave.

The City may discontinue the health benefits of an employee who is more than 30 days late in paying the employee's share of health benefit premiums. An employee may elect not to have health benefits coverage during FMLA leave. In the case of non-payment the City will pay the employee's share of the premium and will recover the cost from the employee. In addition to recovering the cost of an employee's share of premiums, the City will, except in certain circumstances, recover the cost of its share of premiums paid during unpaid FMLA leave if the employee fails to return to work after the FMLA leave entitlement ends. The City will not attempt to recover its share (but will recover the employees co-pay) of the premiums paid during unpaid FMLA leave if the employee fails to return to work after the FMLA entitlement ends, if the employee's failure to return to work is due to continuing (or recurring) serious health condition of the employee or employee's family member, the employee is laid off while on leave or other circumstances beyond the employee's control, such as involuntary transfer of the employee's spouse to a different area of the country.

Section 26.7 Return to Work

A. The City will require a certification that the employee is able to return to work (fitness for duty certification), from the condition for which leave was taken. The employee not providing the required fitness-for-duty documentation will be denied reinstatement until such time as the certification is provided.

B. With one limited exception, an employee is entitled to be reinstated to the same job or an equivalent position with equivalent pay, benefits and other terms and conditions of employment upon return from FMLA leave. In addition to having the same pay, benefits and other terms and conditions, an equivalent position will involve the same or substantially similar duties and responsibilities which must entail substantially equivalent skill, effort, responsibility and authority. An employee requiring special qualifications that have lapsed during the leave will be provided a reasonable opportunity to regain such qualifications (i.e. renew license).

ARTICLE 27
PROMOTIONS

Section 27.1. Promotions:

A). No position above the rank of patrolman in the police department shall be filled by original appointment. Vacancies in positions above the rank of patrolman shall be filled by promotion from among persons holding positions in a rank lower than the position to be filled. Promotion shall be by successive ranks so far as practicable, and no member shall be promoted to a position in a higher rank who has not served at least five (5) years in the next lower rank (for lieutenant promotions). No competitive promotional examination shall be held unless there are at least two persons eligible to compete. Whenever the Civil Service Commission determines that there are less than two persons holding positions in the rank next lower than the position to be filled, who are eligible and willing to compete, such Commission shall allow the persons holding positions in the then next lower rank who are eligible, to compete with the persons holding positions in the rank lower than the position to be filled.

B). Whenever a vacancy occurs in the position above the rank of patrolman, and there is no eligible list for such rank, the Civil Service Commission shall, within ninety (90) days of such vacancy, hold a competitive promotional examination. After such examination has been held and an eligible list established, the commission shall forthwith certify to the appointing officer the name of the person receiving the highest rating. Upon such certification, the appointing officer shall appoint the person so certified within thirty days from the date of such certification. If there is a list, the commission shall, where there is a vacancy, immediately certify the name of the person having the highest rating, and the appointing authority shall appoint such person within thirty days from the date of such certification.

Section 27.2. Testing Process: Every qualified applicant for the vacant position will be considered based upon the following criteria:

A. **Written Examination.** All promotional examinations shall be supplied by an independent outside agency. Study or source materials for This written portion will require no more than two (2) first line supervision text books, all written documents that control police department operations such as policies, rules, orders, etc., and the Blue and Gold Agreements. Material for this portion of the test shall be identified no later than sixty (60) days prior to the examination date. All promotional examinations must be job-related and the administration of the written examination will be through a bona fide and reputable testing service. Disputes concerning the appropriateness of a particular examination shall first be referred to the Civil Service Committee and, if not resolved in that forum, may be the subject of a grievance initiated at Step 2 of the grievance procedure.

B. **Assessment Center Process.** There shall be an assessment center process that includes at least an in-basket-out-basket exercise; an action planning exercise; leaderless group or other oral presentation exercise. During the term of this agreement, the Employer will utilize the testing services of The Ohio Association of Chiefs of Police for the assessment center process.

C. **Seniority Points:** Credit for seniority shall equal each of the fifth (5th) through fourteenth (14th) years of service, six-tenths of one percent (0.6%) of the total grade attainable.

The Civil Service Commission will set the cutoff score on the written examination for candidates, based on establishing the validity of the test for the position being tested for, in order to proceed to the assessment center.

The written portion of the promotional process shall count for seventy percent (70%) of an employee's final grade. The assessment process shall count for thirty percent (30%) of an employees' final grade.

Seniority points shall be added to the score of the written examination; however, no credit for seniority shall be added to an examination grade unless the applicant achieves at least the minimum passing score on the examination without counting such extra credit. For the purposes of this article the word "attainable" shall mean one hundred (100).

ARTICLE 28
MID-TERM BARGAINING

Section 28.1 Mid-Term Bargaining. If the Employer is contemplating any changes that would effect wages, hours, and/or conditions of employment for bargaining unit members and such change is a mandatory subject of bargaining in accordance with O.R.C. 4117, that:

a. is not otherwise provided for in this contract; or
b. cannot be implemented under the law without bargaining,

then the Employer, prior to making such change, shall inform the Union of said proposed change and negotiate to impasse with the Union concerning such change. The Employer may unilaterally implement such change after impasse is reached and the union may request that the matter be heard before a conciliator under the procedures of R.C. 4117. Except as provided for in Section 2, the parties agree to utilize the established guidelines for conciliation as provided for in the Ohio Revised Code and Ohio Administrative Code.

Section 28.2 Award/Decision. Within thirty (30) calendar days of receipt of the conciliator's decision, the City shall either implement the modifications in the conditions of employment in accordance with the conciliator's decision, or abandon the proposed changes in the conditions of employment and maintain or revert to the status quo.

Section 28.3 Costs. The cost of the conciliation proceedings shall be shared equally between the parties; however, each party is responsible for its own attorney and/or consultant's fees.

ARTICLE 29
DURATION OF AGREEMENT

Section 29.1 Duration

A. This agreement shall be effective as of the January 1, 2015 and shall remain in full force and effect until December 31, 2017, and thereafter for successive periods of one (1) year.

B. 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 of this agreement or any one (1) year extension. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations and shall meet to establish bargaining guidelines within two (2) calendar weeks upon receiving notice of intent. The negotiations shall be conducted in accordance with the dispute resolution procedures contained in Chapter 4117 of the Ohio Revised Code on the effective date of this agreement.

C. The parties agree that the sections of this agreement may be amended at any time during the life of the Agreement by mutual written consent

SIGNATURE PAGE

Signed this 2nd day of Oct., 2015.

FOR CITY OF MARION:

Mayor
Scott Schertzer

Chief of Police
Bill Collins

Law Director
Mark Russell

Safety Service Director
Tom Robbins

Human Resources
Amy O'Connor

Service Director
Jay Shoup

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

Chairman
Dave Dunaway

Committee Member
David Troutman

Committee Member
Nick Esterline

Committee Member
Matt Baldridge

Committee Member
Rob Musser

O.L.C. Staff Representative
Chuck Choate

LETTER OF UNDERSTANDING BETWEEN
THE OHIO LABOR COUNCIL
AND THE CITY OF MARION

Special Details

Scheduling of Special Duty

A. There will be a list of qualified employees for special duty assignments. The list will rotate by seniority. The administration will give ample opportunities to each member to fill the special detail assignment.

B. For long term special detail assignments, there may be a separate list for each detail. Each employee will be placed on the list but can be removed from the list if the employee wishes not to be called for that type of assignment.

Bargaining unit employees will observe the following for Off Duty Special Details:

$30.00 per hour for school functions with a two (2) hour minimum. (Any school function that includes alcohol will be charged at the $35.00 per hour rate.)

$35.00 per hour for all business, or "for profit" agencies, etc. with a two (2) hour minimum. (Any function that includes alcohol will be charged at the $40.00 per hour rate.)

$30 per hour for Silverline Windows with a (2) hour minimum

This hourly rate will not include any benefits, pension or Workers Compensation through the City. The above rates will be paid by the special details employer at time of services rendered unless other arrangements have been made. If other arrangements have been made, the employee shall be paid within ten (10) calendar days of completion of the work.

For the City of Marion	For the FOP/OLC
_____	_____
_____	_____
Date Signed: _____	Date Signed: _____

APPENDIX "A"

Blue Unit	Entry A	Entry B	1 Year	2 Years	3 Years	5 Years
For 2014	$16.57	$21.09	$22.86	$24.93	$26.08	$26.95
8.5% Pension Pickup	$17.98	$22.88	$24.80	$27.05	$28.30	$29.24
1-1-15 2.5%	$18.43	$23.45	$25.42	$27.73	$29.01	$29.97
1-1-16 2.0%	$18.80	$23.92	$25.93	$28.28	$29.59	$30.57
1-1-17 2.0%	$19.18	$24.40	$26.45	$28.85	$30.18	$31.18

Longevity	Amount
5 Years	$0.20
10 Years	$0.30
15 Years	$0.45
20 Years	$0.60
25 Years	$0.75
30 Years	$0.90