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Collective Bargaining Agreement

between

Fraternal Order of Police, Lodge #161
Police Officers

and

City of Riverside
Pride • Progress • Possibilities

The City of Riverside

January 1, 2015 through December 31, 2017

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ARTICLE 1
AGREEMENT

Section 1.1. Agreement This Collective Bargaining Agreement (hereinafter "Agreement") is entered between the City of Riverside (hereafter referred to as the "City" or "Employer"), and the FOP Ohio Labor Council Lodge #161, referred to as the "FOP" or "Union").

Section 1.2. Purpose This Agreement sets forth the agreement between the Employer and the Union which represents certain Officers in the Riverside Police Department as to matters pertaining to their wages, hours, terms and other conditions of employment. This Agreement is intended to increase the general efficiency in the police department, maintain the existing harmonious relationship between the Employer and Officers, promote the morale, rights and well-being of the Employer, its Officers and citizens, and adjust any differences which may exist between the Employer and its Officers.

Section 1.3. Cooperation The parties to this Agreement recognize the important public service here involved. The parties mutually recognize the responsibility of both the Officers and the Employer to the public requires that any disputes arising between the Officers and the Employer be adjusted and settled in an orderly manner without interruption to such service to the public.

To these ends, the Employer and the Union agree to encourage to the fullest degree, friendly and cooperative relations between their respective representatives at all levels among all Officers.

Section 1.4. Saving Clause Should any provisions of this Agreement be held to be unlawful by a court of law, the remaining provisions of this Agreement shall remain in full force and effect. In the event that any provision of this Agreement is held to be unlawful by a court of law, both parties to the Agreement shall meet within twenty (20) days for the purpose of reopening negotiations of the unlawful provisions involved.

Section 1.5. Modification of Agreement Any changes in this Agreement must be reduced to writing and executed by both the Employer and the Union.

Should the Employer intend to implement any change in Departmental operations during the term of this Agreement which materially affects wages, hours, terms and/or working conditions of the Officers covered herein and which is not already permitted the Employer by other provisions of this Agreement, including Management Rights listed in this Agreement, the following procedure must be followed:

(a) Unless a bona-fide emergency exists, (which shall be subject to determination by an arbitrator) the Employer will provide thirty (30) days notice to the Union of the anticipated action and prior to the taking of said action to effect any change. If an emergency exists the Employer shall immediately advise the Union and the parties shall proceed with the arbitration procedure in this agreement.

(b) The Employer shall, at the Union's request which must be given within 14 days of Employer's notice to the Union, commence bargaining over the matter and the parties shall undertake good faith efforts to arrive at a resolution of the matter. Either party may request the assistance of a SERB appointed mediator to assist in the negotiations.

(c) If the parties are at impasse and unable to reach an agreement on the issue the Union shall have five (5) days after the declaration of an impasse in which to initiate the use of the Arbitration procedure for selection of an arbitrator who shall act in the role of a Fact-Finder (i.e., Interest Arbitrator) whose decision shall be final and binding upon the parties.

Section 1.6. Emergency Waiver In cases of emergency declared by the President of The United States, the Governor of the State of Ohio, the Montgomery County Sheriff, the federal or state legislature, where such as acts of God affect the safety and health of the citizens of Riverside, the following conditions of this Agreement shall automatically be suspended:

A. Time limits for management's or the union's replies on grievances;

B. All work rules and/or agreements and practices relating to the assignment of all Officers.

Upon the termination of the emergency, should valid grievances exist, they shall be processed, and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

Section 1.7. Entire Agreement Each party hereto acknowledges that during the negotiations resulting in this Agreement, the Employer and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the State Employment Relations Act allows the parties to bargain.

This Agreement contains the entire understanding, undertaking, and agreement of the Employer and the Union. Where this Agreement and ordinances, work rules, policies, procedures or SOP (Standard Operating Procedures) are in conflict, this Agreement shall prevail. The provisions of this Agreement shall also supersede state law where legally permitted.

ARTICLE 2
RECOGNITION

Section 2.1. Recognition The Employer hereby recognizes the FOP/Ohio Labor Council Lodge#161 as the sole exclusive bargaining representative in all matters pertaining to wages, hours, terms and other conditions of employment for all Officers as set forth herein.

Included: All full-time sworn police officers below the rank of "Sergeant"

Excluded: All full-time sworn police officers above the rank of Police Officer, sworn part-time officers, auxiliary police officers, Lieutenants, and the Chief of Police.

Reference is made herein to the following State Employment Relations Board cases: 92-Rep-03-0042 and 95-Rep-01-0014.

The Employer will not recognize any other person or organization as the collective bargaining representative for any Officers within the bargaining units referenced above.

Section 2.2. Lodge Change In the event the Officers of the Riverside Police Department certified bargaining units should form their own Lodge within the FOP, the Employer shall recognize said successor Lodge as the exclusive representative(s) and the parties shall mutually advise SERB of such change.

Section 2.3. Bargaining Unit Clarification The Union will not seek to include in the bargaining unit any person excepted from the definition of "public Employees" under Chapter 4117 of the Ohio Revised Code nor will it seek to apply this Agreement to other individuals employed by the City of Riverside. Should the Employer create any new classification within the Police Department not otherwise set forth above and the parties cannot agree on whether to include the classification within the bargaining unit, either party may elect to refer the matter to SERB for its determination.

ARTICLE 3
PAYROLL DEDUCTIONS

Section 3.1. Union Membership All Officers covered by this Agreement may become and remain members. All Officers hired after the effective date of this Agreement may become and remain members. Officers shall submit a written authorization for dues deductions.

Members of the bargaining unit agree that they will give written notice of intent to revoke the checking off of their dues. Said written notice shall be by the member of the Union to the Employer. The Employer shall give notice to the Union within five (5) days of receipt of the revocation request. It is understood that fifteen (15) to thirty (30) days will be required to effect any such revocation.

Section 3.2. Deduction of Dues The Employer agrees to deduct from the wages of any Officer, who is a member of the Union, all membership dues required. The Union will notify the Employer annually of the dues it charges and its current membership, and will update this information as needed.

One-half (½) of the required dues shall be deducted from the first (1st) paycheck each month and one-half (½) shall be deducted from the second (2nd) paycheck each month.

Section 3.3. Fair Share Fees As a condition of employment, sixty (60) days following the beginning of employment, or upon the effective date of this Agreement, whichever is later, Officers in the bargaining unit who are not members of the union, including Officers who resign from membership in the Union after the effective date of this Labor Agreement, shall pay the Union, through payroll deduction, a fair share fee. The fair share fee is automatic and does not require the written authorization of the Officer. This provision shall not require any Officer to become or remain a member of the Union, nor shall the fair share fee exceed the dues paid by the members of the Union in the same bargaining unit. The Union is responsible for certifying to the Employer the amount of the fair share fee. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of the cost of collectively bargaining, contract administration, and pursuing matters directly affecting wages, hours, and other terms and conditions of employment of bargaining unit members.

Section 3.4. Other Deductions

A. Upon the written request, the Finance Director will withhold and forward funds specified to a financial or investment institution of the bargaining unit's choice.

B. Upon written authorization of an Officer covered hereunder the Employer will directly deposit the Officer's pay in a banking institution selected by the Officer. All Officers who have selected direct deposit of their pay and all new Officers covered hereunder shall have their pay directly deposited into a banking institution of the Officer's choosing.

C. The Employer agrees to continue its payroll policies of permitting Officers to participate in the Ohio Deferred Compensation Program and related income deferral mechanisms in place at the effective date of this Agreement.

Section 3.5. Indemnity The Union agrees to indemnify and hold harmless the Employer against any liabilities or claims asserted against it by any Officers by reason of the operation of this Article.

Section 3.6. Remitting Deductions All dues collected shall be submitted to the Union person designated in writing by the Union.

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.1. Management Rights Except to the extent modified by a specific provision of this Agreement, it is understood and agreed to by the Union that the Employer retains all its rights and authority to manage, direct, and control the operation of the Police Department to the fullest extent permitted by Ohio Law. The Employer retains the right to promulgate rules and regulations and to otherwise exercise the prerogatives of management, including, but not limited to the following:

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

B. Direct, supervise, evaluate, and hire Officers;

C. Maintain and improve the efficiency and effectiveness of Police Department operations;

D. Determine the overall methods, process, means or personnel by which Police Department operations are to be conducted, including (except as otherwise limited by provisions of this Agreement) the determination of work assignments, and the establishment or alteration of work schedules;

E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain Officers;

F. Determine the adequacy of the work force;

G. Determine the overall mission of the Police Department as a unit of the City of Riverside;

H. Effectively manage the work force;

I. Take actions to carry out the mission of the Police Department.

Section 4.2. Residual This Agreement is subject to all existing, and future, federal and state laws, and this Agreement shall be interpreted wherever legally possible to comply fully with such laws, or any judicial decision interpreting them. The Employer shall not adopt any resolution or ordinance contrary to the terms and conditions of this Agreement. Such adoption, or attempted adoption, shall be subject to the grievance procedure and/or unfair labor practice charges, and any other legal remedies.

This Agreement supersedes and replaces all applicable state and local laws which it has the authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail.

In the event that any provision or provisions of this Contact are found to be invalid, the parties agree that such a finding shall hold only to that specific provision or provisions and that the remaining provisions of the Agreement shall remain full force and effect. The parties agree that when any provision of this Agreement be found to be invalid, they will schedule a meeting within thirty (30) days at a mutually agreeable time to negotiate alternative language on the same subject matter.

Section 4.3. Union Pledge The Union recognizes that in consideration of the commitments herein made by the Employer, there is an obligation upon every Officer to give honest, efficient, and economical service in the performance of the Officer's duties. The Union agrees that it will not directly or indirectly oppose or interfere with the legitimate and reasonable efforts of the Employer to maintain and improve the skill, ability and production of the working force, and to reduce waste and spoilage of materials.

ARTICLE 5
NON-DISCRIMINATION

Section 5.1. Discrimination The Employer and the union agree that there will be no discrimination against any Officer with respect to their wages, hours or terms and other conditions of employment nor will either party hereto interfere with, restrain, or coerce any Officers by reason of said Officer's race, religion, sex, age, national origin, handicap/disability, military service (active duty or reserve) and membership or lack of membership in the Union.

The Employer agrees that fair and equitable treatment will be given to all Officers in regards to overtime, training, work assignments, discipline, promotions, wages, hours of work, positions and terms of this contract, subject to and consistent with the other provisions of this Agreement.

The Union shall share with the Employer the responsibility for applying the provisions of this Article.

Section 5.2. Gender The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. The term "Officer" or "Officers" where used herein, without otherwise being qualified or described, refers to all Officers in the bargaining unit.

Section 5.3. Discrimination Remedy Charges of illegal discrimination shall be taken exclusively through statutory procedures and shall not be the subject of a grievance through the grievance procedure set forth in this agreement.

ARTICLE 6
UNION BUSINESS

Section 6.1. Representatives For the purpose of representation within the police department, the Union shall be entitled to three (3) stewards, one (1) primary and two (2) alternates to handle grievances and other legitimate Union business. Where the primary steward is absent, an alternative from the Union shall process the grievance.

In addition to those representatives outline above as selected by the Union membership, the term "representative" shall also be inclusive of any employee of the Fraternal Order of Police, Ohio Labor Council, Inc; including but not limited to staff representatives and attorneys.

Section 6.2. Release Time A Union steward will be permitted time off with regular pay to be present at grievance or disciplinary hearings, and will be permitted reasonable time during scheduled duty hours without loss of pay or benefits to investigate and process grievances provided such activity does not interfere with the performance of said officer's normal duties. Such duties shall at all times be the primary concern of said officer. In this connection, a Union steward shall be allowed a reasonable amount of time for this purpose. In no event shall a Union steward receive overtime or call-in payment to conduct grievances or Union business. Permission to investigate and/or process a grievance or attend a disciplinary hearing shall not be unreasonably denied. Departmental office equipment may be reasonably used to investigate and process grievances.

Provided it does not cause overtime, one (1) elected member of the union shall be permitted to use paid leave (vacation or compensatory) to attend the monthly local lodge meeting while on duty. Provided it does not cause overtime, one (1) elected member of the Union shall be permitted to use paid leave (vacation or compensatory) to attend quarterly district FOP meetings while on duty. Provided it does not cause overtime, up to two (2) elected members of the union shall be permitted to use up to five days each of paid leave (vacation or compensatory) to attend annual State or National Conferences.

Section 6.3. Union Roster Union officers shall inform the Employer of the names, addresses and phone numbers of the current officers/stewards no more than seven (7) calendar days after any changes.

Section 6.4. Bulletin Boards The Employer shall furnish space for the Union's bulletin board for Union use in the following locations: Officer locker rooms or briefing/road room. The Union shall use this board for posting of notices pertaining to recreational and social activities, Union meeting notices, grievances and legislative enactments and judicial decisions affecting public employee labor relations and any/all other material(s). The Union shall not post any materials which are defamatory, or use profanity or that which otherwise is intended to disparage or hold any member of the Department, City Employee or elected official in disrepute. The bulletin boards shall not be used to publicize, advertise or put forth a position(s) or endorsement(s) for any candidate, political party or issue set for election by the public.

Section 6.5. Ballot Box The Union shall be permitted, upon prior written notification to the Chief, to place a ballot box at the Police Department for the purpose of collecting members' ballots on all Union issues subject to ballot.

Section 6.6. Briefing A Representative of the Union shall be entitled to speak to Officers during briefing periods concerning matters of a critical, time sensitive nature, upon reasonable notice to, and consent by the Chief.

Section 6.7. Negotiations Committee The Union negotiating Committee shall consist of no more than three (3) Road Patrol/Detectives. Their attendance at negotiation sessions, if performed during regular duty hours for a member shall be without loss or gain of pay or benefits to that member. A negotiating member shall return to the member's regular assignment if the session ends before the end of the regularly scheduled shift. Scheduling of meetings can be made to equitably accommodate Officers on different shifts.

ARTICLE 7
GRIEVANCE PROCEDURE

Section 7.1. Definition A grievance is defined as a difference, dispute, or complaint between the Union and/or covered Officers and the Employer over the interpretation or application of the contents of this Agreement.

Section 7.2. Procedure An honest and earnest effort will be made to settle grievances informally before resorting to the following steps and procedures. To be considered, a grievance must be filed within seven (7) calendar days of its occurrence or seven (7) calendar days after the Officer receives knowledge of the event giving rise to the grievance but under no circumstances longer than thirty (30) calendar days after the occurrence. All grievances shall be in writing on the forms provided by the Union, and shall set forth the Article or Section of the Agreement alleged to have been violated.

Step 1. **Immediate Supervisor.** The grievance shall be submitted to the Officers' immediate supervisor. Upon the request of the grievant or the supervisor, a Union representative shall be present. An answer to grievances shall be given, in writing, to the Officer within seven (7) calendar days. Any resolution of a grievance which results in the payment of money to an Officer or creates a binding precedent or past practice for future interpretation of this agreement requires written approval of the Chief of Police and the Union. If it is determined by the Supervisor that a grievance cannot be adjusted or rectified at this Step the Supervisor shall state same in writing on the grievance form and shall automatically move it to Step 2 thus terminating the seven (7) calendar day period for Step 1.

Step 2. **Chief of Police** Grievances not resolved at Step 1 may be appealed by the grievant or Union (when applicable) to a meeting between the Grievant, Union representative(s) and the Chief of Police. Such appeal shall be in writing and submitted within seven (7) calendar days after the answer at Step 1. The meeting shall be held at the parties' earliest convenient date no later than ten (10) calendar days after the appeal is filed, which may be mutually extended in writing if the parties are unavailable. Subject to the above requirements for timely filing, grievances

asserted directly by the Union may commence at this Step 2. If the Chief is unavailable the Asst. Chief or other designee (s) will act in place of the Chief for purposes of resolution of any action at Step 2. The Chief's decision at Step 2 will then be issued in writing, within seven (7) calendar days after the meeting to the grievant and the Union representative.

Step 3. **City Manager** If a grievance is not resolved at Step 2 it may be appealed within seven (7) calendar days after completion of Step 2, to the City Manager. The City Manager's decision at Step 3 will then be issued in writing within fourteen (14) calendar days after the meeting to the grievant and the Union representative.

Step 4. **Arbitration** If the Union is not satisfied with the decision as issued in Step 3, the Union may submit the Grievance to arbitration by giving written notice thereof to the City Manager within fourteen (14) calendar days following the date of the issuance of the decision in Step 3 above.

Any Grievance which the Union timely elects to submit to arbitration shall be submitted to an impartial party mutually selected and agreed upon by both the Union and the City. The parties shall mutually request a panel of nine (9) names from the Federal Mediation and Conciliation Services. Upon receipt of the panel, the parties shall select one (1) individual from the panel to serve as the arbitrator to decide the grievance in accordance with provisions hereof. The selection shall be accomplished by a process of elimination. The parties shall rotate striking first on each list of Arbitrators with the Union striking the first name from the first list. The parties shall alternate striking thereafter until a single arbitrator is selected. Either party may reject one (1) list and request an additional list. The parties may mutually agree to use the American Arbitration Association (AAA) or any other agreed upon Arbitation service.

The arbitrator shall have jurisdiction only to decide the Grievance based on the application and interpretation of the express terms or provisions of this Agreement. The arbitrator shall not have the power to add to, subtract from or otherwise modify this Agreement. All decisions of the arbitrator consistent with the jurisdiction, power and authority as described in this Step 4 and all pre-hearing settlements reached by the aggrieved Officer(s), the Union and the City shall be final, conclusive and binding.

The fees of the arbitrator in connection with any arbitration shall be shared equally between the Union and the City regardless of the decision or outcome of the arbitration. All costs or fees of any kind incurred by each party in presenting their respective cases to the arbitrator shall be born by the party incurring such costs.

Section 7.3. **Self Representation** When an Officer covered by this Agreement chooses to forego union representation in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this agreement. Prior to the adjustment of any such grievance and during the grievance process, the appropriate Union Representative will be notified of the Representative's right to be present at the adjustment and any or all grievance meetings.

Section 7.4. Grievance Time A grievant and the grievant's representative shall be allowed time off from regular duties for attendance at a grievance meeting scheduled during their work hours with prior approval of the respective supervisor. Officers attending grievance meetings in accordance with this Section while on duty or off duty shall be on a no loss or no gain of pay or benefits basis.

Section 7.5. Group Grievance A group grievance is a grievance as defined in Section 7.1 of this Agreement which uniformly affects a group of employees. The group shall be comprised of only those bargaining unit members who sign the grievance when it is first presented in writing. A group grievance as defined in this section shall be submitted at the Step 3 measure as outlined in Section 7.2 of this Agreement by a representative of the Unit as defined in Section 6.1 of this Agreement.

ARTICLE 8
NO STRIKE/NO LOCKOUT

Section 8.1. No Strike/No Lockout Neither the Union nor any Officer shall aid, condone or participate in any picketing, work slow down or strike nor shall the Employer impose any "lockout" of any Officers during the term or extended term of this Agreement.

Section 8.2. Violations Any violation of this Article by an Officer or Officers shall constitute cause for discharge or discipline consistent with Ohio Revised Code Chapter 4117 of the Officer or Officers who participate therein.

Section 8.3. Required Union Action In the event of any violation of this Article, the Union will immediately take whatever steps are necessary to attempt to terminate said strike, slowdown, picketing or other concerted activities which interrupt operations in violation of this Agreement.

ARTICLE 9
INVESTIGATIONS AND DISCIPLINE

Section 9.1. Union Representation When the Employer intends to conduct an interview with an Officer to investigate, or take any other action which may affect the Officer's job security or any other term or condition of employment the Employer shall first advise the Officer of the right to be accompanied and represented by the Union during the interview. Provided a Union representative is reasonably available, no Officer shall be required to attend any interview without Union representation once such representation has been requested. In the event representation is not reasonably available, said interview may be delayed for not more than forty-eight (48) hours, excluding holidays and weekends. The Employer retains the right to temporarily relieve said Officer from duty with pay notwithstanding the rescheduling of said interview.

Section 9.2. Investigations

A. Any investigative questioning regarding charges of Officer employment misconduct shall be made under the following conditions:

1. The questioning shall take place at the Police Department or other mutually agreeable site.

2. The Officer shall be informed of the nature of the investigation before any questioning commences. If the Officer is being questioned as a witness only, the Officer shall be so advised prior to the commencement of the questioning.

3. All questioning shall be undertaken in a proper and businesslike manner.

4. If an Officer is the subject of a criminal and/or administrative investigation the Officer shall be so advised and afforded the same constitutional rights to which other individuals are entitled.

B. The Employer may assign any Riverside Police Officer who possesses special skills, training or knowledge to assist a Sergeant, Officer In Charge (OIC) or higher ranking officer within their field of expertise only. The Officer assigned will not interview the suspect officer in an administrative proceeding. All necessary questions or interviews shall be conducted by a Sergeant or higher ranking officer.

C. The Employer may request to 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.

D. When any anonymous complaint is made against an Officer and if after an investigation there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded and not placed in the Officer's file.

E. Any Officer who has been under investigation shall be informed, in writing, of the results at the conclusion of the investigation.

Section 9.3. Disciplinary Procedure

A. No Officer shall be disciplined, except for just cause. Probationary Officers may not grieve matters related to job performance. Counseling, the use of Performance Improvement Plans, Performance Improvement Logs and Training Memorandums shall not be considered as discipline but an Officer may be required to sign and date any such "improvement document(s)".

B. Discipline shall take into account the nature of the violation, the Officer's record of discipline and the Officer's record of performance and conduct. Discipline shall consist of the following:

1. oral reprimand;
2. written reprimand;
3. short term suspension;
4. long term suspension;
5. demotion;
6. discharge

Generally, discipline will be administered in a progressive manner; however, infractions of a serious or aggravated nature may result in more serious discipline.

C. Suspensions of three (3) work days or less may be imposed by the Chief of Police. Longer suspensions or discharges require action by the City Manager. Sergeants may discipline Officers using oral or written reprimands. The commencement of the taking of disciplinary action shall occur within fourteen (14) calendar days after the completion of an investigation of the matter or within sixty (60) days after the incident at issue first comes to the attention of the Chief of Police, whichever is the earlier. The Chief of Police may extend the above referenced time periods by an additional thirty (30) days upon notice to the Officer and the Union representative.

D. Anytime the Employer or any of the Employer's representatives has reason to discipline an Officer, it shall be done in a proper and businesslike manner that will not unnecessarily embarrass the Officer before other Officers or the public. Likewise the Officer subject to investigation or discipline shall respond in a proper and businesslike manner and take no action that will unnecessarily embarrass the City, the Police Department or other Officers thereof.

E. Whenever the Employer or its designee determines that an Officer's conduct may warrant a suspension, loss of accrued time or termination, a pre-disciplinary conference will be scheduled to give the Officer an opportunity to offer an explanation of the alleged misconduct. The accused Officer may be represented at a pre-disciplinary conference by a Union representative if the Officer so chooses.

Officers shall be given at least twenty-four (24) hours advance notice of the conference date and time. In the event representation is not reasonably available, said conference may be delayed for not more than forty-eight (48) hours, excluding holidays and weekends. At the pre-disciplinary conference the Officer may elect to do any of the following:

1. Appear at the conference and present an oral or written statement;

2. Appear at the conference and have a representative present an oral or written statement;

3. Have a representative appear at the conference and present an oral or written statement in place of an Officer, who is physically unable to appear at the conference; or

4. Elect to waive, in writing, the opportunity to have a pre-disciplinary conference.

F. Any Officer, who is charged with violating Department Rules and Regulations that could result in the loss of time or pay, will be provided access to transcripts, reports, records, lists, written statements, and tapes pertinent to the case.

G. A suspended Officer shall be entitled to limited access to available Conference Room(s) for consultation with Union representative(s) to prepare for disciplinary conferences and/or interviews.

H. Appeal of a disciplinary suspension shall be filed at the City Manager's level of the grievance procedure.

Section 9.4. Confidentiality Both the Union and the City recognize that discussions between any member(s) of the Union subject to disciplinary proceedings or under investigation for conduct or action contrary to the provisions of this Agreement; the Riverside Police Department General Orders; and/or the City of Riverside Personnel Policy Manual and Union Representatives, as recognized under Article 6.1 of this Agreement, or another member selected by the employee are confidential in nature.

Both the Union and the City also recognize that, in the event any member(s) of the Union subject to disciplinary proceedings or under investigation for conduct or action, who discuss said disciplinary proceedings or investigation for conduct or action with members of the Union who are not classified as Union Representatives, as recognized under Article 6.1 of this Agreement, or another member selected by the employee, or subject to the same disciplinary proceedings or under investigation for the same conduct or action, waives the right to said confidentiality.

By waiving such right of confidentiality as outlined above, those members of the Union who are knowledgeable to information pertinent to the disciplinary proceedings or investigation for conduct or action, may be compelled to provide testimony to their knowledge of events or information as may have been shared with them through conversations or discussion in which confidentiality was waived as described herein.

ARTICLE 10
PERSONNEL RECORDS

Section 10.1. Personnel file There shall be only one (1) official personnel file ("folder") per Officer maintained by the City

Said folder shall contain the following documents.

1) Application
2) Letter of appointment
3) Records regarding promotions and pay raises
4) Discipline records as listed in Article 9, Section 9.3(B)
5) Copies of payroll records. Original payroll records are on file with Administration
6) Letter(s) of commendation
7) Reviews
8) Pension Records
9) Copies of any records required to be kept by the Internal Revenue Service, State of Ohio or immigration and Naturalization Services. Originals are on file with the Administration
10) Insurance information
11) Any employee statements as listed in Article 10, Section 10.3
12) Training Records

The Employer will or may keep an additional file containing information necessary for payroll administration purposes including, but not limited to, records relating to the calculation of earnings and deductions. This information will be permanently retained.

Section 10.2. Officer's Examination of File Consistent with applicable state and federal law, the personnel file of an Officer may be examined by the Officer upon reasonable advance request. Upon written request an Officer, or a former Officer, shall receive copies of all materials placed in the Officer's personnel file at no cost. Items received to which confidentiality was guaranteed shall not be subject to examination but shall likewise not affect or be considered for purposes of discipline and/or promotion. No anonymous material shall be placed in a personnel file nor shall it be considered for purposes of discipline and/or promotion.

Section 10.3. Officer's Response to File Information. If an Officer feels that an unfavorable letter, or other item of information, has been placed in the Officer's file, the Officer may place a reply to this information in the file. Said reply would accompany the information to any other persons having legal access to said file.

Section 10.4. Unfound Citizen Complaints. After investigation it is determined that alleged actions of a police officer which are the subject of a citizens complaint did not occur or failed to involve police personnel (i.e. "unfounded") any reference to said complaint will be removed from the officer's personnel file and placed in a sealed file immediately unless said complaint is involved in an independent investigation (e.g.; potential charges for filing false reports).

Section 10.5. Third Party Requests In the event a request by a third party is received to examine an Officer's document(s), the subject officer will first be provided such notice (written or verbal) as is reasonable under the circumstances and given opportunity to object. The parties understand the Employer's obligation to comply with R.C. §149.43 (Ohio Public Records Law) imposes short time deadlines for response to requests for inspection and that the inability of the Employer to contact the Officer or any delay by the Officer in objecting may result in a waiver of any exemption from disclosure that may apply. In any event, the Employer shall provide notice by certified mail to the Officer's home address that said inspection and/or copying has occurred. Any records that the Employer may keep confidential, shall be kept confidential and shall not be released pursuant to the Ohio Public Records Act.

Section 10.6. Discipline Records

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

B. Records of suspension, demotion, or discharge shall cease to have force and effect or be considered in future disciplinary matters thirty (30) months after their effective date, providing there are no intervening disciplinary actions taken during that time period.

C. Disciplinary actions older than provided in Section 10.6 (A) (B) (C) above shall not be admissible in disciplinary actions against bargaining unit members or forwarded to prospective Employers of a bargaining unit member, unless otherwise required or permitted by law, including the Ohio Public Records Act. Outdated discipline shall be kept in a separate file. It shall be the duty of the employee to so designate outdated discipline pursuant to the terms of this Agreement.

ARTICLE 11
PROBATION AND SENIORITY

Section 11.1. Probationary Period New Officers covered hereunder shall serve a probationary period of one (1) year, commencing with the start of Officer's entry into the Field Training program. Any absence of thirty (30) total work days or longer shall automatically extend the probationary period for the same amount of time.

Section 11.2. Seniority Defined Seniority shall be defined as follows:

A. City-wide Seniority shall be defined as the duration of time an Officer has been employed on a full-time status with the City of Riverside.

B. Department Seniority shall be defined as the duration of time an Officer has been employed in a full-time, sworn status with the City of Riverside Police Department.

C. Classification Seniority shall be defined as the duration of time an Officer has been employed in a full-time, sworn status as a Police Officer in the City of Riverside Police Department.

City-wide seniority pertains to rights as it relates to vacation and sick leave accrual. Absent a specific grant in this Agreement, the retention of seniority during layoff or leave of absence does not automatically entitle an Officer to receive benefits provided to Officers on the active payroll.

Section 11.3. Seniority List The Employer will maintain and post an up-to date Seniority List twice a year which list shall also be available for inspection upon request. For purposes of determining seniority, the date of hire is the primary determining factor but the standing on the eligibility list is the determining factor where hire date of two or more Officers is the same.

Section 11.4. Seniority Retention

A. An Officer's seniority shall cease and employment terminated upon any of the following:

1. Resignation or "Quit";

2. Termination which is not modified or reversed through the grievance or arbitration procedure;

3. Retirement (Years of service and/or retirement disability) under the State of Ohio Retirement System;

4. Layoff in excess of 12 months;

5. Absence from work (resulting from City work-related injury or illness compensated by workers compensation) in excess of 12 months and after exhaustion of FMLA leave;

6. Absence from work (resulting from non-City work related injury or illness or FMLA approved reason) in excess of retained sick leave, paid vacation, holidays, compensatory time and exhaustion of FMLA leave which will begin when paid benefits are exhausted.

B. The retention of seniority shall not entitle an Officer to any specific benefits or the continued accrual of additional seniority unless specifically set forth in other provisions of this Agreement.

ARTICLE 12
LAYOFFS AND RECALLS

Section 12.1. Notice Whenever it is determined that a layoff is necessary, except in emergencies, affected Officers shall receive no less than thirty (30) calendar days notice of the layoff.

Section 12.2. Layoffs The Employer shall determine in which classifications layoffs will occur and layoffs will be by classification seniority. All regular part-time Officers, auxiliary Officers assigned to a regular work schedule and full-time Officers in an initial probationary period working in positions affected by the layoff will be assigned to other appropriate positions, if available. If no other positions are available such Officer's shall be laid off prior to displacing any full-time regular Officers. When it is determined by the Employer that regular full-time Officers must be laid off, the affected Officer's will be laid off according to lowest seniority first.

Section 12.3. Displacement Rights Sergeants who are laid off from the Sergeant classification have the right to bump into a classification covered by the Collective Bargaining Agreement covering Police Officers under the rank of Sergeant, if the laid off Sergeant(s) has sufficient Department Seniority, but not vice versa.

Section 12.4. Recall Officers will retain their seniority for a period of twelve (12) months and may be reinstated during this period. Laid-off Officers will be notified by registered mail at their last known address to return to work within seven (7) calendar days of the date of notification. The seven (7) calendar day time limit may be extended to fourteen (14) calendar days if a recalled Officer desires to give two weeks' notice to a then current Employer. Failure to report within the time limit will remove an Officer from the recall list. Officers on layoff are responsible for advising the Employer of their current address. Officers will be recalled in reverse order of their layoff.

No new Patrol Officers/Detectives shall be hired until all Officers who have been laid off with recall rights have been given the opportunity to return to work.

Section 12.5. Accrued Time at Layoff Upon layoff, an Officer shall be paid for accrued but unused vacation and compensatory time earned. Such payment shall be included with the Officer's last regular paycheck. A laid-off Officer's accrued sick leave may not be used during the period of layoff. Sick leave will be "banked" during the lay off period and re-credited to the Officer's account if and when the Officer is recalled within the twelve (12) month recall period. If not recalled, all banked sick leave is forfeited, except as may be awarded in Article 25 "Sick Leave".

ARTICLE 13
LABOR/ MANAGEMENT COMMITTEE

Section 13.1. Meetings The Employer and Union agree that when matters arise affecting the operation of the Department, implementation, or interpretation of this Agreement, representatives from each party will meet to review said matters and attempt to resolve them short of resorting to the grievance procedure. Meetings shall be scheduled at the request of either party. Notice of the request for a meeting shall include an agenda of item(s) to be discussed. Either party may request an outside representative to attend such meetings. Agreed resolutions shall be reduced to writing at the meeting and initialed by each party thereto.

ARTICLE 14
HEALTH AND SAFETY

Section 14.1. Cooperation Between Employer and Union To the extent such matters are within its control, the Employer agrees to maintain adequate provisions for the health and safety of its Officers during the hours of their employment. The Union and all Officers agree to cooperate with the Employer on all matters pertaining to safety, to use appropriate safety equipment when supplied and follow all safety rules and safe working methods. The Employer shall provide such training and instruction as is mandated by law in connection with equipment required and/or provided. Officers are responsible for the proper use and care of the equipment and vehicles provided along with the responsibility of reporting any unsafe working conditions to the appropriate supervisor. Equipment in disrepair or damaged that poses a material danger to the life and safety of an Officer or the general public may be placed out of service by the Officer with notice to and consent by a supervisor pending review by the Chief of Police.

Section 14.2. Contamination The Employer shall provide temporary substitute clothing (e.g., jumpsuits, etc.) for Officers in the event their uniforms become contaminated or damaged during their duty shifts. Clothing or uniforms that are contaminated by bio-hazardous (e.g., blood, bodily fluid, etc.) or toxic material will be cleaned at the Employer's expense in accordance with applicable remediation and decontamination requirements.

Section 14.3. Staffing Unless the City is unable to provide sufficient manpower due to layoffs, adequate personnel shall be assigned so as to have at least a minimum of three (3) personnel, regardless of rank who are members of the department's collective bargaining units, on each shift. Unless the City is unable to provide sufficient manpower due to layoffs, the City will continue to assign a total of at least three (3) detectives to the detective section.

Section 14.4. Workforce Leave In consideration of provisions provided for in Section 4.1, Section 14.3, Section 19.6. Article 21, Article 25, Article 26, and Article 27 of this Agreement; the Union and the City agree that leave benefits shall be extended to the those members of the department covered by this Agreement under the following terms:

1. Such leave shall be provided to not more than two (2) sworn personnel, regardless of rank who are members of the department's collective bargaining units, scheduled on the same shift, provided that the granting of such leave does not create overtime in the City's obligation to maintain minimum staffing.

2. In the event that the approval of leave benefit for two (2) sworn personnel regardless of rank who are members of the department's collective bargaining units, creates overtime in the City's obligation to maintain minimum staffing, then not more than one (1) sworn personnel may be off on leave benefit for a particular shift.

3. Benefit leave as applied to those sworn personnel assigned to who are members of the department's collective bargaining units, administrative support roles including the detectives section, within the department shall be granted at the discretion of the Chief of Police, or his designee.

4. Where extraordinary circumstances (acts of god, terrorism, man made disasters) require the maintenance of minimum staffing requirements or greater, sworn personnel of the department who are members of the department's collective bargaining units shall be granted benefit leave at the discretion of the Chief of Police, or his designee, based on the merits of each specific leave request as submitted.

ARTICLE 15
WORK RULES AND GENERAL ORDERS

Section 15.1. Rules and Orders In accordance with Management Rights the Employer may create or publish and from time to time amend reasonable rules of Officer conduct. Any changes made in these rules and any general orders applicable to the Department relating to standard operating procedures shall be in writing. Except in an emergency or where unforeseen circumstances prevent, said changes and/or general orders shall be in writing and posted seven (7) days prior to their effective date. The Union shall receive copies of all Work Rules and amendments thereto. All such rules and orders shall be applied uniformly to the group of Officers to which they are intended.

Section 15.2. Conflict In the event that the said standard operating procedures shall be in conflict with this Agreement the provisions of this Agreement shall take precedence.

Section 15.3. Appeal The application of the work rules and/or the general orders shall be subject to appeal through the grievance procedure set forth herein.

ARTICLE 16
MISCELLANOUS OPERATIONAL TOPICS

Section 16.1. Job Content The Employer shall have the right to determine the content of jobs and to modify said content or create new jobs consistent with the efficient and productive operation of the Police Department. In the event a new or modified job is created, the Union shall have the right to negotiate the rate of pay applicable thereto.

Section 16.2. Locker Room The Employer shall maintain a locker room for Officers who wear clothing as required or issued by the Employer and every Officer shall be assigned a locker. The Employer will maintain separate locker room facilities for male and female Officers. Locker rooms shall not be used for storage/catch-all of department items or surplus stock unless it can be done in a manner that does not interfere with the room's primary "locker room" purpose. (e.g., storage of items on top of locker, etc.)

Section 16.3. Outside Employment Officers shall be permitted to be employed by any other person, firm, company, or establishment as long as there is not a conflict of interest with the ability to perform the duties as a member of the department. All outside employment shall be brought to the attention of the Chief of Police for consideration. Any determination as to conflict of interest is subject to the grievance procedure.

Section 16.4. Part-Time Officers Consistent with effective operation of the Department, auxiliary and/or part-time officers may be used from time to time by the Employer to augment and supplement Department operations but shall not be used to such an extent that they supplant full-time Officers covered by this Agreement. Part time/Auxiliary officers may not be used in place of a full time officer unless full time Officers are first given the opportunity to fill the need in accordance with the call-in Article of this Agreement. Long term vacancies which are anticipated to exceed two (2) calendar weeks in length may, at Employer's option, be filled with Part-time/Auxiliary officers.

Section 16.5. Subcontracting In the event significant, valid economic reasons exist, the Employer shall have the right to subcontract, transfer or assign out work that might otherwise be performed by Officers covered by this Agreement. The parties agree that where such subcontracting, assignment or transfer would result in layoffs to Officers or a substantial modification to Officer job content the following procedure must be followed:

A. The Employer will provide forty-five (45) days notice to the Union of the anticipated action and prior to the taking of said action to effect any change. If an emergency exists the Employer shall immediately advise the Union and the parties shall proceed to the arbitration step of the Grievance Procedure.

B. The Union shall have ten (10) calendar days from the date of notification provided by the Employer in sub-section A above to request "decisional" and "effects" bargaining over the issue. The parties shall make good faith efforts

to arrive at a resolution on the issue. Either party may request the assistance of a SERB appointed mediator to assist in the negotiations.

C. It the parties are at impasse and unable to reach an agreement on the issue the Union shall have ten (10) calendar days after the declaration of an impasse in which to initiate by written notification to the City Manager the use of the arbitration step of the Grievance Procedure for selection of a arbitrator who shall act in the role of a Fact-Finder and whose decision shall be final and binding upon the parties.

ARTICLE 17
SUBSTANCE TESTING

Section 17.1. Substance Testing Drug/alcohol testing may be conducted on Officers upon reasonable suspicion basis, on a random basis or post accident basis.

A. **Reasonable Suspicion Basis Testing:** Reasonable suspicion that an Officer used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

1. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;

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

3. Arrest or conviction for a drug or alcohol related offense, or the identification of an Officer as the focus of a criminal investigation into illegal drug or alcohol possession, use or trafficking;

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

5. Evidence that an Officer has tampered with a previous drug test; and

6. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practices.

B. **Random Basis Testing:** Random basis/testing is defined as selection of Officers for substance testing on an indiscriminate basis.

C. **Post-Accident Basis Testing** Post-Accident Basis Testing is testing of a driver of a motor vehicle after the driver was engaged in an accident reportable to the State of Ohio.

Section 17.2. Definitions:

A. **Controlled substance** means a controlled substance contained in Schedule I thru V of Section 202 of the Controlled Substance Act (21 USC 812); or as defined in 3719.01 ORC or as otherwise defined under applicable

B. **Harmful Intoxicant** means a substance defined at 2925.01 (J) ORC or as otherwise defined under applicable law.

C. **Conviction** means a finding of guilt, [includes a plea of nolo contendere (no contest) or the imposition of a sentence, or both], by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug or alcohol statutes.

D. **Drug or Alcohol Related Statute** means a criminal statute or ordinance involving the manufacture, distribution, dispensing, use or possession of any controlled substance, alcohol or harmful substance.

Section 17.3. Administrative Purposes Drug/alcohol testing shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. Under no circumstances may the results of drug/alcohol screening be released to a third party for use in a criminal prosecution against the affected Officer. The following procedure shall not preclude the Employer from other administrative action but such action shall not be based solely upon the initial testing results alone. Refusal to submit to the testing provided for under this Agreement shall be grounds for discipline.

Section 17.4. Certified Laboratories The Employer shall maintain a list of two (2) testing laboratories. All drug screening tests shall be conducted by medical laboratories meeting the standards of the National Institute of Drug Abuse and the National Institutes of Health. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article.

Section 17.5. Testing The Officer shall provide a signed release for disclosure of the testing results to the Employer's designated representative only.

A. **Drug Testing** If a drug test screening is positive, a confirmatory test shall be conducted utilizing the samples collected in the manner prescribed above. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test or its equivalent.

In the event the second (2nd) test confirms the results of the first (1st) test, the Employer may proceed with the sanctions as set forth in this Article. If the confirmatory test is negative no discipline shall occur. If the confirmatory test is also positive the Officer may request the second (2nd) split sample be tested.

B. **Alcohol Testing** Alcohol testing shall be done in accordance with the laws of the State of Ohio and in the manner as to detect drivers operating a motor vehicle under the influence. Results above .02 shall be considered positive.

Section 17.6. Testing Results The results of testing shall be delivered to the Employer designated representative and the Officer tested. An Officer 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 Medical Review Officer shall review all confirmed positive results from the laboratory and contact the Officer regarding reasons for the positive results. A representative for the bargaining unit shall have a right of access to the results upon request to the Employer's designated representative, with the Officer's consent.

Section 17.7. Costs of Testing Costs of all drug test screenings and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the Officer shall be at the Officer's expense. However, if the Officer requested testing is negative the Employer shall reimburse such Officer.

Section 17.8. Rehabilitation If after the testing required above has produced a positive result, the Officer shall be permitted to participate in the Employers designated rehabilitation or detoxification program. Any discipline allowed by the positive findings provided for above shall be deferred pending successful rehabilitation of the Officer within a reasonable period. An Officer who participates in a rehabilitation or detoxification program shall be placed on medical leave of absence for the period of the rehabilitation or detoxification program not to exceed ninety (90) calendar days (including time on paid leaves). Prior to being placed on leave without pay, the Officer may use any accrued vacation leave or compensatory time. Upon satisfactory completion of such program, as verified in writing by the treatment facility and upon receiving results from a retest demonstrating that the Officer is no longer abusing a controlled substance, the Officer shall be returned to the Officer's former position. Such Officer may be subject to periodic retesting upon return to work for a period of eighteen (18) months from the date of return to work. An Officer in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the Officer to be placed on medical leave of absence without pay, for a period not to exceed ninety (90) calendar days. If the Officer refuses to undergo rehabilitation or detoxification or if the Officer tests positive during a retesting after returning to work from such a program, the Officer shall be subject to disciplinary action, up to and including termination of employment.

Section 17.9. Rehabilitation Limits The provisions of this Article shall not require the Employer to offer a rehabilitation/detoxification program to any Officer more than once.

Section 17.10. Prescription Drug Use The City does not prohibit Officers from using prescription drugs, provided:

A. the prescription drugs are prescribed for medical reasons by a licensed medical practitioner with dosage frequency prescribed on the label; and

B. the Officer's use of prescription drugs does not affect job performance, threaten the safety, property or reputation of other Officers or the City,

C. or result in a criminal incident while on duty.

The City reserves the right to apply the disciplinary procedures of this Agreement, including requiring a drug and/or alcohol test, to any Officer who uses prescription drugs in a manner which violates this Section.

ARTICLE 18
OFFICER ASSISTANCE PLAN

Section 18.1. The Plan The Employer shall maintain an Officer Assistance Program ("EAP") to provide a counseling and/or referral service for Officers who have continuing personal problems which may adversely affect their work performance. These problems may be financial, emotional, family, legal, drug and or alcohol related.

Section 18.2. Referrals Referrals to treatment or counseling services may be initiated by the Officer and/or supervisor through the EAP Coordinator. All referrals are strictly confidential and unless otherwise prohibited by law, no records of referrals will be kept in the Officer's personnel file to which public access is permitted. Unless referral is mandatory under the Employer's Substance Abuse Policy, EAP services are strictly voluntary, and participants in the program will still be required to meet existing performance standards. Initial costs associated with preliminary interviews, counseling and referral shall be borne by the City. Costs associated with any ongoing counseling or other professional services shall be the responsibility of the Officer unless otherwise covered by applicable health insurance programs. No professional type counseling will be conducted at the workplace nor performed by the Employer or other Officers. Supervisors will be briefed annually on how to properly respond to the Officer who seeks assistance. Additional information may be obtained by contacting the designated EAP Coordinator or the City Manager.

ARTICLE 19
HOURS OF WORK & OVERTIME

Section 19.1. Intent This Article is intended to define the hours of a workday, hours of a work period and to define the basis for the calculation of overtime.

Section 19.2. Work and Pay periods For the purpose of computing wage related benefits such as sick leave, vacation leave, and overtime; a uniform and consistent work period and pay period shall be established for all classifications of employees covered by this Agreement. The current applicable work period and pay period is attached hereto as "Exhibit B" of this Agreement. All overtime and/or compensatory time shall be paid or accumulated during each two (2) week pay cycle.

Section 19.3. Shift Hours Normal work hours for those classifications of employees covered by this Agreement, exclusive of work hours on training days, are attached hereto as "Exhibit B" of this Agreement.

Section 19.4. Overtime For the purposes of computing overtime during a work period, "hours worked" shall include vacation, compensatory time and holiday time. Sick time shall not count as "hours worked" within the work period. Overtime shall be paid for all hours in the excess of the work period and/or in excess of the work day.

Officers shall be eligible to receive one and one-half (1½) times their regular hourly rate for all time worked in excess of an Officer's normal schedule and work period.

Section 19.5. Compensatory Time Officers may elect at their option to receive compensatory time in lieu of overtime pay. Compensatory time shall accrue at the rate of one and one-half (1½) hours of compensatory time for each hour of overtime worked up to a total of three hundred (300) hours. Compensatory time can be used in four (4) hour increments provided that no undue disruption of departmental operations. At least four (4) days notice should be given when requesting use of compensatory time. An Officer may request compensatory time no less than forty-eight (48) hours in advance if such request does not cause overtime (Currently Federal law allows the Chief or Chief's designee to schedule Officers off on compensatory time).

No more than one (1) Road Patrol Officer may be off using vacation leave on any one (1) work shift, unless otherwise approved by the Chief of Police or Chief's designee. Officers scheduled to work as an O.I.C. shall not normally be allowed to schedule time off during sick O.I.C. assignment. However an Officer
assigned as an O.I.C. for a period of thirty (30) consecutive calendar days or more shall be permitted to request leave time.

Officers may cash out up to 100 hours of accrued compensatory time twice annually. The cash-outs of compensatory time shall take place in the first (1st) pay period of May and November of each calendar year for those Officers who request payment no later than April 15 or October15. A total cash-out for the year to all Officers may not exceed twenty thousand dollars ($20,000.00) or the total compensatory time on the books as of December 31st of the previous year, whichever is less. Should the cash-out requests exceed the allowed amount of money available, the cash-out will be prorated among the requesting Officers by the dollar amount of the request(s).

Upon separation of employment for any reason, an Officer shall be paid for all unused compensatory time. In case of death, the Officer's compensatory time shall be paid to the Officer's beneficiary of record under the City's group life insurance plan.

Section 19.6. Distribution of Overtime A seniority list of Patrol Officers based upon each Watch will be established and updated during the length of the watch (or shift) assignment period. Overtime opportunities shall be filled as follows:

A. **Scheduled Overtime** When overtime requirements are reasonably anticipated forty-eight (48) hours or more in advance, a list of the available overtime dates will be posted. Any officer may sign up for the scheduled overtime. If an officer with lower seniority signs up for the scheduled overtime slot, an officer with higher seniority may strike out the lower seniority officer's name and take that scheduled overtime slot. It is the senior officer's responsibility to notify the junior officer of the change. If more than one (1) scheduled overtime slot is available on any given posting, an officer may only sign up for one (1) available slot until the last day of the posting. On the last day of posting if open slots remain, any officer may sign up for additional open slots.

All other officers (e.g., Detectives) shall be required to work such scheduled overtime as is required by their individual job assignment.
If scheduled overtime cannot be filled using the voluntary procedure above the City may use the procedures for filling Unscheduled Overtime.

B. **Unscheduled Overtime** Except in emergency situations where immediate response is necessary, whenever the Chief of Police or designee, determines that off duty Officers are to be called in, call-in of Officers qualified to perform the required duties shall be in accordance with the following procedure:

1. Unanticipated or unscheduled overtime will be offered to the officers working the current shift according to highest seniority first. If no officer wants to work the unscheduled overtime it will be assigned as forced overtime on a rotating basis from the lowest seniority Officer on the shift to the highest.

2. Forced overtime assignments are mandatory unless an Officer is on previously scheduled vacation or excused by the Chief or designee.

3. All other officers (e.g., Detectives) shall be required to work such unscheduled overtime as is required by their individual job assignments.

4. It is understood that an Officer on overtime, will be released from duty when no longer needed. The Chief or designee shall determine when to release the overtime Officer(s) and shall determine which overtime Officer(s) shall be released at any particular time.

C. **Missed Overtime** If overtime is incorrectly assigned, the passed over Officer shall receive the next available overtime opportunity. Under no circumstances shall an Officer receive pay for not working unless it is determined that the

failure to assign overtime or call-in evidences a continued egregious intent to violate the spirit and intent of this Section.

D. **Pyramiding** Notwithstanding that Officers may be eligible for overtime pay under two (2) or more of the above provisions, there shall be no pyramiding of overtime pay.

Section 19.7. Shift Assignments Shift assignments shall be made in March and September of each calendar year.

Section 19.8. Assignment Selection The Employer shall post a shift preference choice schedule forty-five (45) days prior to shift assignment. Said schedule shall be posted for ten (10) days. Officers shall submit shift preferences within the posted period. At the completion of the ten (10) day period the Employer will retain and compile results and post within ten (10) days. Unless otherwise provided herein, the Employer shall grant each Officer their shift assignment preference in order of Department Seniority.

A. **Evidence Technician** Each shift shall be manned by at least one (1) evidence technician ("E. V. Tech") to the extent they are available. Eligible E.V. Techs may express their preference in order of seniority which shall govern. The Employer may assign property room custodian duties to E.V. Techs no matter what shift they are on.

B. **Other** The Employer may assign Officers with less than one year seniority to any shift for training purposes regardless of their seniority or other preferences. Any displaced Officer with more than one (1) year seniority may bump any less senior Officer (except those assigned by the Employer). It is agreed, however, that there will be no stacking of Officers having one (1) or less year of seniority on any one (1) particular shift assignment.

Section 19.9. Switching Shifts Officers desiring to change shifts within the assigned period among themselves may do so only upon written approval by the Chief of Police or designee.

Section 19.10. Special Skills Assignments Officers having special skills (i.e., Range Officer, Property Room Custodian, E.V. Tech., Technical Accident Investigator), may be required to work other then the normal selected shift assignment as circumstances arise. Officers shall not be reassigned from these positions as a means of discipline or retaliation.

Section 19.11. Modification To Shifts or Tours of Duty

A. **Temporary Modification** The Employer shall not arbitrarily or capriciously remove or change any Officers' selected shift preference or shift assignment nor shall shift assignments be used as a form of punishment or disciplinary action. The Employer shall retain the right to temporarily modify shift assignments, days off and hours of work for periods of a least one (1) but

no more than fourteen (14) working days (twenty-eight (28) working days with the Officer's consent) for reasons of emergency or unforeseen circumstances, training assignments and those of the Range Officer when performing range duties. In the unusual event that shift assignments must be modified for greater then 14 (or 28) working days unless the parties work out a mutually acceptable compromise the Employer shall have the option of early implementation of a complete shift re-assignment in accordance with Section 19.9.

B. **Permanent Modification** In the event the Employer anticipates permanently modifying the regular tour of duty, lengths of shifts and/or starting times, reasonable notice (at least thirty (30) days except for emergencies or unforeseen circumstances) shall be given to the Union. Upon request, the Employer shall meet with the Union to discuss reasons for modifications and to examine alternatives. The final decision shall rest with the Chief of Police or designee, however the Union shall have the right to use the Grievance Procedure to challenge the reasonableness for the modification.

Section 19.12. Outside Police Details Some officers desire to work overtime Special Event Details, some officers prefer not to work overtime Special Event Details, and other officers prefer to work only some overtime Special Event Details. The following method of assigning these details shall be used in an effort to meet these differing preferences:

Special Event Details shall be offered to all Officers on a first come first serve basis. Those events that are known in advance shall be posted not less than thirty (30) days prior to the event. Officers shall be given 14 days to volunteer for the assignment before any officer(s) is assigned to work the Special Event. The parties agree that some events are given to the Employer on short notice and therefore the Employer will not be able to meet the 30 day notification; these events should not be common. In these unusual situations, the Employer shall provide notification to the Officers of such event in a timely manner if additional manpower is needed. If there are still not sufficient Officers to provide adequate safety for an event, mandated overtime may be invoked; based on inverse seniority with the least senior employee being assigned first.

ARTICLE 20
COMPENSATION

Section 20.1. Wages Effective for the life of this Agreement Officers shall receive the following hourly wage rates: A two and one quarter percent (2.25%) wage increase effective January 1, 2015, a two and one half percent (2.5%) wage increase effective January 1, 2016 and a two and one half percent (2.5%) wage increase effective January 1, 2017.

Riverside Police Officers 1-1-2015 – 12-31-2017

Officers	Start	1 year	2 year	3 years	4 years
1/1/2015	$24.38	$26.14	$27.90	$29.66	$31.42
1/1/2016	$24.99	$26.79	$28.60	$30.40	$32.21
1/1/2017	$25.61	$27.46	$29.32	$31.16	$33.01

Section 20.2. Longevity In addition to the wages indicated, all bargaining unit members who were employed with the City of Riverside prior to January 1, 2012 shall receive the following longevity pay:

Years of service	Payment
Completion of 5 years – less than 10 years	$.10 per hour
Completion of 10 years – less than 15 years	$.20 per hour
Completion of 15 years – less than 20 years	$.30 per hour
Completion of 20 years – or more	$.40 per hour

Longevity pay shall be added to the Officer's base rate.

Section 20.3. Call-in Officers who are called-in to work at times disconnected from their regular shift shall be guaranteed at least two (2) hours pay. This guarantee shall not apply to Officers who commence their shift prior to its regular starting time or work after the regular ending time, which shall be paid at the appropriate rate. A call-in lasting longer than two (2) hours shall be paid for the actual hours worked.

Section 20.4. Court Time An Officer required to appear off duty before a court, legislative committee, judicial or quasi-judicial body as a witness or in response to a subpoena, concerning work related matters shall be compensated at least one and a half (1 ½) hours pay. Anytime in excess of one and a half (1 ½) hours will be paid in fifteen (15) minutes increments. In addition an Officer shall be paid for one-half (1/2) hour travel time to the appearance and one-half (1/2) hour travel from the appearance for a total of one (1) hour's travel time.

Section 20.5. Other Assignments

A. **Officer in Charge:** An Officer who is assigned by the Employer to temporarily assume the duties of acting Sergeant shall receive a five percent (5%) increase in pay for all shifts, or parts thereof, worked in that position except in the event that holidays fall within those consecutive shifts the increase in pay shall be applicable thereto.

B. **Temporary Assignments:** Whenever the position of acting Sergeant or Detective is filled on a temporary basis for a period of six (6) months or more, said position shall be deemed vacant and posted in accordance with the Job Assignments and Promotions Article in this Agreement.

C. **Field Training Officers:** Officers assigned by the Employer to be Field Training Officers (F.T.O.) shall receive a $1.00 (one dollar) supplement for each hour of such training.

D. **K-9 Officers:** K-9 Officers shall receive twelve (12) hours of compensatory time per month for home care of the canine.

Section 20.6. Retirement Deductions The City will deduct PERS/LE – PFDPF contributions from the bargaining unit Officers pre-tax income as permitted by the IRS.

Section 20.7. Equalized Payroll In the event the Employer implements a work schedule where Officers earn wages on a disproportionate work schedule within a work-period as established in Section 19.2 of this Agreement, the Employer agrees to establish a payroll equalization system so that these Officers shall receive twenty-six (26) equal paychecks computed on the basis of eighty (80) hours per pay period. Since this may result in the temporary payment for more hours than are actually worked these "unearned hours" will be recorded as advanced pay, and applied against each Officer's future pay.

Section 20.8. Successor Negotiations If future negotiations proceed to fact-finding and/or conciliation, the parties agree that notwithstanding any contrary provision in R.C. 4117.14 (G)(11), the fact-finder and/or conciliator shall have the option to determine that rates of compensation and other matters with cost implications are retroactive to January 1, 2018.

Section 20.9. Mandatory Stand-By Status Any Officer placed on mandatory status for call in during time off other than the Officer's regular shift shall be entitled to additional compensation as follows:

Duration of Stand-by Status	Additional Compensation
Seven (7) calendar days, 0800 Monday thru 0759 the following Monday.	An amount of $245 will be paid to the employee for each entire seven (7) day period.

A. Stand-by will be assigned on a rotating basis by assignment areas, i.e., Evidence Technicians will be assigned E.V. Stand-by and Detectives will be assigned Detective Stand-by. The total required number of weeks an Evidence Technician, Detective, or other specialized officers will be required to work within a calendar year shall be equal to 52 weeks divided by the total number of employees qualified to work under that specialized category.

B. Once Stand-by time is assigned, the assigned period becomes the responsibility of the Officer assigned. Failure to call back within thirty (30) minutes of receiving a call from a supervisor may result in disciplinary action. Trades of Stand-by weeks may occur between the involved parties upon approval of the Operations Commander. No compensation will occur for traded assignment periods or parts of traded assignment periods. Stand-by time will be posted each December for the succeeding year.

ARTICLE 21
VACATION

Section 21.1. Schedule Of Earned Vacation Effective January 1, 2012, all Police Officers shall be entitled to vacation leave with full pay in accordance with the following schedule:

Completed years of service	Vacation Hours
0 - 4 years	96 hours
5 - 9 years	144 hours
10 - 14 years	168 hours
15 - 19 years	192 hours
20 - 24 years	216 hours
25 - up years	240 hours

In the event the Officer does not retain employment for a one (1) year period the Officer shall lose all vacation eligibility and reimburse the Employer for any vacation taken prior to termination.

Section 21.2. Accumulation Accumulated vacation shall not exceed two hundred-eighty eight (288) hours, however an Officer shall receive one hundred eighty (180) days written notice and the opportunity to use any excess hours before losing any vacation.

Section 21.3. Request for usage The Employer shall schedule vacation for all eligible Officers each year on a seniority basis subject to manning requirements. Pre-scheduled vacation requests are to be submitted during the thirty (30) day period to each shift change in March and September. For non pre-scheduled vacation requests Officers are required to submit vacations requests at least four (4) days in advanced of the requested vacation time, except that the four (4) day period may be waived at the discretion of the Chief of Police (or designees.) Adequate records of vacation usage and availability shall be made available to the Officers. Vacation time may be used for otherwise unpaid sick leave or bereavement leave in accordance with those Articles. Vacation time may be taken in one (1) hour increments.

Section 21.4. Vacation Leave Conversion Should the City implement a work schedule where hours worked are disproportionate within any two week work period, the City will provide for the mathematical conversion of vacation leave hours to provide the same time-off benefit herein to the employee.

Section 21.5 Vacation Year Vacation time shall normally be credited on 12:01 A.M. on the first (1st) day of January and shall be non-forfeitable except as could occur under Section 21.1 of this Article covering first (1st) year employment or Section 21.2 covering maximum accumulation. Officers whose seniority results in an increase in their vacation shall be credited with the additional vacation on January 1 of the year in which their anniversary date occurs, If the anniversary is in January to June. If it falls

within July to December the credit will occur on January 1of the following year following their anniversary.

Section 21.6. Advance Payment Officers upon proper request may receive vacation pay immediately prior to their vacation period. The request for vacation pay shall be submitted to the immediate supervisor in writing at least one (1) week prior to the next scheduled pay, at which time the Officer expects to receive the advance vacation pay.

Section 21.7. Other Payment In the event of an Officer's death, accrued but unused vacation leave shall be paid to the Officer's beneficiary as designated on the Officer' group life beneficiary form or in the absence thereof to the Officer's estate. Payment to the designated beneficiary shall satisfy all employer liability hereunder.

Section 21.8. Payment at Termination In the event of an Officer's termination of employment, accrued but unused vacation leave shall be paid to the Officer.

ARTICLE 22
HOLIDAYS

Section 22.1. Paid Holidays All Officers shall receive the following paid holidays:

1) New Year's Eve	(31st day of December)
2) New Year's Day	(1st day of January)
3) President's Day	(3rd Monday of February)
4) Memorial Day	(Last Monday in May)
5) Independence Day	(4th day of July)
6) Labor Day	(1st Monday in September)
7) Thanksgiving Day	(4th Thursday of November)
8) Day After Thanksgiving	(Friday after Thanksgiving)
9) Christmas Eve	(24th day of December)
10) Christmas Day	(25th day of December)

All Officers shall receive one (1) day pay, based on their assignment for the above holidays.

Section 22.2. Holidays Worked Officers who work on a specified holiday listed above shall be paid for the hours worked at one and one-half (1 ½) times their regular pay rate in addition to their holiday pay. For purposes of holiday pay, the scheduled tour of duty that includes the majority of scheduled hours on the holiday shall be the holiday for Officers working such schedules.

ARTICLE 23
UNIFORMS & EQUIPMENT

Section 23.1. Uniforms The Employer shall provide and replace as needed uniforms and equipment for Officers as set forth in Appendix A.

Section 23.2. Ballistic Vests The City shall also continue to provide ballistic vests with protection at Threat Level 111-A. As ballistic vest technology results in improved levels of protection, the Employer shall undertake reasonable efforts, consistent with available resources, to provide improved vests to Officers. Such vest shall be replaced no later than five (5) years from the date of its first (1st) issue.

Section 23.3. Detectives Allowances The Employer shall advance a clothing allowance of one thousand dollars ($1,000.00) in January of each year.

In the event an Officer is appointed to a Detective position but does not stay in that position for a least twelve (12) months the Officer will refund a pro-rated amount of the allowance to the City.

Section 23.4. Special Detail Officers The Employer shall continue to provide and replace as needed the following:

A. One (1) jump suit for Technical Accident Investigator and Evidence Technician.

B. Equivalent clothing for new specialty areas added to the Department (e.g., K-9; Technical Service Unit; Bicycle; etc.)

Section 23.5. Personal Property Personal property which is used with the approval of the Chief of Police and which is destroyed or stolen while the Officer is on duty shall be reimbursed as listed below:

One hundred percent (100%) of fair market value

A. Eyeglasses/contacts;

B. Sunglasses (if non-prescription but shatter-resistant not to exceed $60.00 in value)

C. Dentures/braces/retainers/hearing aids

D. Weapons

One hundred percent (100%) of fair market value but with a three hundred dollar ($300.00) cap per incident.

E. Flash light

F. Watch

G. Brief Case

H. Notary Seal

I. Leather (spectra or Kevlar lined) gloves

The above items shall be approved by the Chief. All other items shall be at the Employer's discretion.

Thefts from an Officer's locker shall not be reimbursed. Losses due to negligence shall not be reimbursed. Any disputes between the parties over the application of this Section shall be subject to the grievance procedure

Section 23.6. Property at Retirement Upon retirement in good standing as an officer of the Riverside Police Department the retiree shall be permitted to retain the retirees' police identity credentials, badge and service weapon. The Employer may mark such items with the words "retired" or some similar designations. Such request shall not normally or unreasonably be denied.

ARTICLE 24
INSURANCE

Section 24.1. Insurance The Employer shall to maintain a plan of health and hospitalization insurance. The Employer shall continue to maintain existing liability insurance in the combined single limit of one million dollars ($1,000,000.00) provided, in the judgment of the Employer, the premium cost is not excessive,

Section 24.2. Premium Sharing The Employer and Officer shall continue sharing the medical insurance premiums as described below:

Effective Period	Employer Contribution	Employee Contribution
1/1/2015-12/31/15	Employer pays 84% of total premium	Employee pays 16% of total premium
1/1/2016-12/31/16	Employer pays 83% of total premium	Employee pays 17% of total premium
1/1/2017-12/31/17	Employer pays 82% of total premium	Employee pays 18% of total premium

Section 24.3. Life Insurance The City shall provide for each Officer under the age 60 term life insurance in the amount of fifty thousand dollars ($50,000.00) and accidental death and dismemberment insurance in the amount of fifty thousand dollars ($50,000.00). Officers over age 60 will receive the life insurance and accidental death or dismemberment benefits, if, and to the extent, provided by the insurance polices.

Section 24.4. Administrative Issues

A. When both spouses are employed by the City they will be eligible for either two (2) single plans or one (1) applicable family plan.

B. A committee shall be appointed by the City Manager and the Presidents of the City's four (4) Unions, CWA, FOP (Sergeants), FOP (below the rank of Sergeant) & IAFF (limited to a maximum of two (2) persons per Union). The committee shall be chaired by the Assistant City Manager/Human Resources Administrator and shall convene 90 days prior to plan expiration to study possible revisions to the City's health and hospitalization insurance and

provide recommendations to the City Manager. Subject to the above, the Employer shall have the right to change insurance carriers, coverage and/or benefit levels. In the event the Employer anticipates a change in insurance carriers, it will consult with representatives of the Union to obtain its input and recommendations(s). Final choice, however, will be the Employer's.

Section 24.5. Insurance Opt-out Any Officer may "opt-out" of the city health insurance plan provided they show proof of insurance coverage under a plan not financed by the City. Any Officer who meets the qualifications and "opts-out" shall receive a payment in the amount of two hundred dollars ($200.00) per month or the designated waiver amount in Article 13 of the Personnel Policies Manual, whichever is more. Said payment will be made in the manner described in the Personnel Policies Manual.

Section 24.6. Extended Coverage Officers shall continue to be eligible for health insurance coverage as follows:

A. After resignation or quit – as determined by COBRA;

B. During layoff for a period of one (1) month then as determined by COBRA;

C. During military leave in excess of thirty-one (31) days – as determined by COBRA and USERRA;

D. During absence from work (resulting from City work-related injury or illness compensated by Worker's Compensation) for a maximum of twelve (12) months and after exhaustion of FMLA leave.

E. Absence from work (resulting from non-City work related injury or illness or FMLA approved reason) for a maximum of active pay status plus FMLA leave.

F. Active Pay Status is defined as any hours for which a full-time Officer is being compensated.

ARTICLE 25
SICK LEAVE

Section 25.1. Accrual Sick leave for full-time Officers begins to accrue from the first day of employment and shall accrue at the rate of ten (10) hours per month. Monthly accrual shall occur as of 00:01 hours on the first day of each month for eligible Officers. Officers are entitled to accumulate unused sick leave without limit. Sick leave is not earned during periods of time in which the Officer is in a non-pay status. An Officer who terminates employment during that month shall have the Officers' sick leave already accrued for that month reduced by a pro-rated amount to reflect the days not worked.

Section 25.2. **Approved Uses** Sick leave may be used in increments of one (1) hour or more for:

A. Illness, injury or other physical incapacity of the Officer including maternity;

B. Contagious disease; or

C. Medical or dental appointments not to exceed four (4) hours unless supported by a written statement by the physician or dentist indicating that treatment rendered required the Officer to take off a longer period of time.

D. Such other illness related occurrences e.g., serious illness or injury of immediate family members which require the attendance of the Officer as are approved by the Employer. Immediate family for this Section: Mother, Father, Spouse, Child or any other relative living in the household. Sick leave may not be used to supplement Workers' Compensation or other insurance benefits received by an Officer for an injury or illness suffered on a non-City job worked by an Officer except in such amounts as necessary to supplement the benefits so as to compensate the Officer up to 100% of what the Officer would otherwise have earned had the injury not occurred.

Section 25.3. **Reporting Requirements** Officers are required to notify their immediate supervisor or other designated person within two (2) hours prior to their scheduled reporting time on the first day of absence unless emergency conditions or the absence of any personnel at the Police Department make such reporting impossible. Sick leave absences of three (3) consecutive workdays or more must be supported by a written statement from the Officer's doctor. The Employer may require similar statements for shorter periods of sick leave absence consistent with attendance rules adopted by the Employer.

Section 25.4. **Physical Exams** Should the Employer have reasonable and documented cause to believe that an Officer is mentally or physically unable to perform the required job duties, the Employer may require the Officer to take an examination to determine the Officer's physical or mental capacity to perform the required duties. The exam will be scheduled at the earliest available date and time. The Employer shall bear the cost of such exam. If the examination determines that the Officer is unable to perform the required duties or the Officer's condition jeopardizes the Officer's (or other Officers') health and safety, the employee shall be provided the opportunity to utilize benefited leave. At the option of the Employer, the employee may be assigned other duties as may be provided by the personnel manual.

If the Officer disagrees with the results of a mental or physical examination, the Officer may obtain an examination and opinion from a personal physician at the Officer's own expense. If the results of the examination and/or opinion differ from the City's physician the respective physicians shall select a third physician. The third physician shall examine the Officer and render the final decision which shall be binding on both parties. The expense of the third physician shall be evenly divided between the Officer and the Employer.

Section 25.5. Substitute Leave Officers who remain absent on sick leave beyond the number of accrued hours of sick leave may, at the Officer's request, have their continued absence charged to vacation leave, or unused compensatory time.

Section 25.6. Restrictions On Outside Employment Officers on paid sick leave shall not engage in outside employment without prior written consent of the Employer.

Section 25.7. Bereavement Leave An Officer may use up to three (3) days of bereavement leave with pay to attend the funeral of the Officer's parents, step-parent, guardian, spouse, child, brother, sister, step-siblings, step-child, aunt, uncle, grandparents, grandchildren, mother or father-in-law and brother or sister-n-law. Upon request an additional period of time will be granted from sick leave for purposes of travel if the funeral is out of the state. Upon twenty-four (24) hours, prior request an Officer shall be permitted to use accrued vacation or compensatory time for the funeral of a member to the Officer's immediate household not otherwise described above. Other usage of compensatory or vacation time for funeral leave shall be reasonably considered on a case by case basis.

Section 25.8. Stress Management Leave The Employer shall make available to Officers a program of psychological counseling designed to address coping with stress. In the event the Employer so determines, attendance of an Officer at said program shall be mandatory, and the Employer shall bear the cost thereof. In the event an Officer is directly involved in an incident resulting in death or serious injury, psychological counseling of up to four (4) sessions shall be made available at the Employer's expense.

Section 25.9. Compensation Upon Separation Officers taking retirement who are eligible under the Public Officers Retirement System or Police and Fire Disability Pension Fund and who have at least ten (10) years of credited service with the City of Riverside (or its predecessors) shall receive cash payment for accumulated sick leave in excess of 300 hours as follows:

A. The first two hundred-forty (240) hours over three hundred (300) shall be converted by paying one (1) days pay for every three (3) days accumulated sick leave.

B. The next one hundred-sixty (160) hours over five hundred-forty (540) hours shall be converted by paying one (1) days pay for every two (2) days of accumulated sick leave.

C. All accumulated time in excess of the seven hundred (700) hours but not more than one thousand-twenty (1,020) hours shall be converted by paying one (1) days pay for every one (1) day of accumulated sick leave.

D. The maximum amount of accumulated sick leave days/hours, which is convertible to cash payment is ninety (90) days/720 hours. (Maximum cash amount is not to exceed sixty (60) days/ four hundred-eighty (480) hours) pay.

Payment of the above listed sick time hours shall eliminate all accumulated sick time hours for that Officer.

Section 25.10. Compensation upon Death In case of death in the line of duty, the entire balance of the Officer's sick time bank shall be paid to the Officer's beneficiary of record under the City's group life insurance plan. Payment under this section will be made by way of separate check and not combined with any other payment from the City.

Section 25.11. Pooling: When a bargaining unit member, who has not been disciplined for sick leave abuse in the past twenty-four (24) months, has no accumulated sick leave, personal leave, and vacation leave and faces the prospect of leave of absence without pay, with the permission of the City, fellow bargaining unit members may voluntarily "pool" up to eight (8) hours each of their accumulated vacation or compensatory leave as they select and donate it to a bargaining unit member.

ARTICLE 26
JOB RELATED INJURY LEAVE

Section 26.1. Injury Leave Any full-time Officer who incurs an injury on the job shall be eligible for injury leave of absence. Officers applying for injury leave must submit a request in writing to the Chief of Police for processing unless physically incapable of doing so. The primary payments for work related injuries for all approved medical and surgical treatment, compensation for lost work time and other benefits will be determined by the Bureau of Workers' Compensation.

Section 26.2. Paid Injury Leave In the event an Officer incurs a work connected injury or occupational disease and such Officer is determined to be eligible to receive Workers' Compensation benefits as a result of said injury or occupational disease, the Employer, upon presentation of a certificate of a licensed physician certifying the Officer's inability to perform the duties of the job, will pay such Officer's regular bi-weekly earnings (gross pay less deductions) for the first sixty (60) calendar days the Officer is unable to work due to such injury or occupational disease. Subject to the approval of the City Manager, the disabled Officer may be given a transitional duty assignment in lieu of the Officer receiving Injury Leave. Approved Injury Leave shall not be chargeable to Sick Leave.

Section 26.3. Interim Period While Processing Claim During the period of time a Workers' Compensation application is being processed the Officer's compensation will be maintained by the Officer's use of accrued sick leave. Accrued Sick Leave used for this purpose will be reinstated, up to sixty (60) calendar days, upon the non-appealable allowance of the Workers' Compensation claim. This payment to the City will be deemed to re-credit the Officer's account for 100% of any sick leave used during the period covered by the Workers' Compensation payment so as to coordinate and comply with the City's obligation to provide for Supplemental Injury Leave Pay for up to twelve (12) weeks as provide by law.

Section 26.4. Advance of sick leave In the event an Officer is eligible for benefits and does not have sufficient sick leave accrued to continue being paid while the Workers' Compensation application is still pending and the Employer is not reasonably contesting the Officer's eligibility, the Employer will continue to pay an amount equal to the Officer's Workers' Compensation benefit to which the Officer is eligible for a period not to exceed twelve (12) weeks until receipt by the Officer of payment by the State. The Officer shall execute an assignment and immediately reimburse the Employer for these payments after receipt of the first payment from the State.

Section 26.5. Supplemental Compensation During the period of time an Officer is receiving Workers' Compensation for a Riverside work-related injury or illness the Officer shall be entitled to supplemental compensation as follows:

A. **Supplemental Injury Leave Pay**

1. The purpose of this Section is to supplement Workers' Compensation Benefits received for work related injury so that an injured Officer continues to receive an amount (form Workers' Compensation and the City) substantially similar to the Officer's earlier "Take Home Pay". For purposes of this Section "Take Home Pay" will be equal to the Officer's regular straight time base rate of pay.

2. Supplemental injury leave pay shall be paid to an injured Officer for up to twelve (12) weeks while on Workers' Compensation.

3. Supplemental injury leave pay shall not be charged against accrued sick leave, vacation or other accrued leave.

B. **Supplemental Pay Using Accrued Sick Leave**

1. The purpose of this Section is to supplement Workers' Compensation Benefits received for work related injury so that an injured Officer continues to receive an amount (from Workers' Compensation and the City) substantially similar to the Officer's earlier "Take Home Pay". For purpose of this Section "Take Home Pay" will be equal to the Officer's regular straight time base rate of pay. This Section applies after the expiration of the Supplemental Injury Leave Pay.

2. Supplement pay using accrued sick leave shall be paid to an injured Officer for as long as the Officer has accrued sick leave and remains on Workers' Compensation. After exhaustion of sick leave Officers are limited to Workers' Compensation benefits.

3. Supplemental pay may also be charged against vacation or other accrued leave with the Officer's consent.

Section 26.6. **Seniority While On Leave** While on injury leave of absence, the Officer's seniority will continue to accumulate until the earlier of:

A. eighteen (18) months;
B. such time as the Officer would have retired; or
C. is determined by the State Government, Federal Government, State Pension Fund or private insurance carrier to be "totally and permanently disabled."

Section 26.7. **Continued Insurance Coverage** In addition to the above described payments, the Employer will maintain hospitalization insurance and life insurance coverage for Officers eligible under this Section for a period of one (1) year or until the Officer retires or is declared "totally and permanently disabled" and becomes eligible for insurance under the State Retirement program whichever comes first.

Section 26.8. **Physical Examination** The Employer maintains the right to require the Officer to be examined by a physician of the Employer's choosing to determine the Officer's eligibility for an injury leave of absence or for an Officer's continuation of an approved injury leave of absence. The physician's decision shall be final except as provided under the physical examination section in the sick leave article.

Section 26.9. **Return From Injury Leave** An Officer returning from injury leave of absence must submit a doctor's statement verifying the Officer's ability to return to regular job functions. An Officer returning from injury leave of absence shall be returned to the Officer's former position or a substantially equivalent police service position to which the Officer's seniority, skill, ability and physical fitness make the Officer eligible. A returning Officer shall be paid at the current rate for the position and step to which the Officer is placed. When an Officer is on injury leave in excess of six (6) months the Officer's job may be filled by a permanent replacement Officer. Such Officer may not be displaced if the Officer's seniority is higher than that of the injured Officer returning to work

ARTICLE 27
OTHER LEAVES

Section 27.1 **Family Leave and Medial Leave** FMLA leave may be granted to an Officer who has been employed for at least twelve (12) months by the City and who has provided at least twelve hundred –fifty hours (1,250) hours of service during the twelve (12) months before the leave is requested. Eligible Officers shall be entitled to a total of twelve (12) workweeks of leave during a rolling twelve (12) month period measured backward from the date on which an Officer uses FMLA leave. Such leave may be granted for the following reasons:

A. Because of the birth of a child or placement for adoption or foster care of a child;

B. In order to care for the spouse, son, daughter, parent, or one who stood in place of a parent of the Officer, if such spouse, son, daughter, parent, or "in loco parentis" has a serious health condition.

C. Because of a serious health condition that makes the Officer unable to perform the Officer's employment functions.

D. At the expiration of any paid and unpaid leave, an Officer who is off work due to a bona-fide non job related illness or injury, will continue to accumulate and retain seniority for up to an additional period of ninety (90) days, provided a physical exam demonstrates a reasonable likelihood of returning to work within that period.

E. The maximum combined total of paid leave and unpaid leave that an Officer may use for non job related illness or injury shall not exceed nine (9) months. After that total is exceeded an Officer may be terminated.

The Officer must provide the Employer with thirty (30) days advance notice of the leave, or such notice as is practicable, if thirty (30) days notice is not possible. The Officer must provide the Employer with certification of the condition from a health care provider. The Employer, at Employer expense, may require a second opinion on the validity of the certification.

Section 27.2. **Military Leave** All Officers who are members of the Ohio National Guard, the Ohio Defense Corps, or members of the reserve components of the Armed Forces of the United States are entitled to leave of absence from the Officer's respective duties without loss of pay for such time as the Officer is in the military service on field training or active duty for periods of time not to exceed twenty-two (22) eight (8) hour work days or one hundred seventy-six (176) hours in any one (1) calendar year. The Officer is required to submit to the City an order or statement from the appropriate military commander as evidence of such duty.

An Officer who enters active duty military service and has re-employment rights under applicable State and Federal Law shall be considered on military leave of absence and shall retain and continue to accrue seniority during such leave of absence.

Upon entering active military service, an Officer shall receive all accrued compensatory time, vacation and/or all other monetary benefits to which the Officer is entitled with the last paycheck prior to entering service. At the Officer's request the benefits can be "banked" for future use upon return to employment.

Returning military Officers shall have such re-employment or other rights as are guaranteed to them under an applicable State or Federal Law.

Section 27.3. **Non-medical Leave of Absence** Upon request the Employer may at its sole discretion grant unpaid leave of absence to an Officer with no loss of seniority. Said leaves shall be for periods of up to ninety (90) days and may be extended at the Employer's discretion.

Section 27.4. Jury Duty Any Officer required to serve on a jury before a court empowered by law to require such service shall be released from duty with sufficient time to clean up and appear. The Officer shall be paid regular full pay for hours the Officer would otherwise have worked. The Officer shall remit any compensation received for jury duty service to the City.

ARTICLE 28
JOB ASSIGNMENTS & PROMOTIONS

Section 28.1. Posting of Sergeant Vacancies When it is determined to fill a Sergeant vacancy, the vacancy(ies) will, at a minimum, be posted in the Road Room and the Hallway for a period of thirty (30) days before the vacancy is permanently filled. Any interested applicant will submit to the Chief of Police a memo indicating an interest in filling the position.

Section 28.2. Minimum Service Eligibility To be eligible for promotion to the rank of Sergeant, an eligible Officer shall have a minimum of four (4) years of service with the Riverside Police Department. Said requirement may be waived by the mutual agreement of the City and the FOP.

Section 28.3. Promotion Assessment Procedure

A. All Sergeant openings shall be posted for a period of thirty (30) calendar days to permit members to advise the Employer of their interest in applying for that position. The posted notice shall include the procedure by which an interested applicant will submit a memo to the Human Resources Administrator indicating their interest in being considered and the qualifications required for success in the position.

B. During the thirty (30) day position posting period, the Union President shall be afforded the opportunity, to request of the Chief of Police, to review the proposed Candidate Selection Process procedure, for which candidates will be evaluated and offer suggestions with regard to the selection process. However, the final determination of the method and manner for candidate evaluation will be at the sole discretion of the Employer.

C. The Candidate Selection Process shall include a written test. Applicants must score seventy percent (70%) or higher to be deemed qualified by the written test. The written test shall account for fifty percent (50%) of the applicant's score.

D. Applicants attaining a score of seventy percent (70%) or higher will then be interviewed by the Board. This process shall be conducted in a uniform and equitable manner for all applicants. The oral interview and testing by the Board shall account for fifty percent (50%) of the total score used in determining the applicant's total score.

E. Seniority consideration will be limited to the following:

1. The least senior Officer applicant for the position will receive one (1) percentage point added to the total percentage score of the total testing and review score.

2. The Officer applicant with the next greater seniority, will receive two (2) percentage points added to the total percentage score of the total testing and review score.

3. The succeeding Officer applicants shall receive one (1) additional point for as many Officer applicants that are eligible.

Section 28.4. Promotion Board

A. Whenever a Sergeant's vacancy is to be filled, a Promotion Board, hereinafter call the "Board" shall be established for the purpose of assessing the relative skills and abilities of the applicants seeking appointment to the rank of Sergeant and make recommendations to the City Manager.

B. The Board shall consist of three (3) ranking command officers of Sergeant or higher from three (3) separate area law enforcement agencies, the Chief of Police (of his designee), and the Human Resources Administrator. The Chief of Police or Chief's designee will chair the board.

C. The names of the Board members will be posted in the Road Room and the Hallway as soon as the City receives confirmation of their acceptance of the Board.

D. If a Board member, once selected, gives notice or by lack of attendance or otherwise indicates an inability to fulfill the responsibility of the appointment, the appointee will be replaced by an alternate selected by the party making the original selection. The alternate appointee shall possess the approximate skills of the replaced Board member. The name of the replacement appointee will be given as soon as practicable and in the manner set forth in paragraph D above.

E. The Board will certify an Eligibility List of all passing applicants to the City Manager and an appointment will be made from among the three (3) highest applicants on the Eligibility List. The City Manager may make an appointment from an eligibility list containing less than three (3) names.

F. If a different promotional assessment procedure than the one provided within this Article is desired by either management or the union, management and the union will meet to discuss and agree on a suitable replacement.

Section 28.5. Retention of Eligibility Lists The City will maintain an Eligibility List including scores and the names of the applicants for the Sergeant's classification. Eligibility lists shall be in effect twenty-four (24) months after the eligibility list has been certified to the City Manager. Subsequent appointments to the Sergeant vacancies will be made from among the three (3) highest ranking names remaining on the Eligibility List, provided the eligibility list contains the names of at least three (3) individuals. The City Manager may make an appointment from an eligibility list containing less than three (3) names. If no appointment is made from the eligibility list containing less than three (3) names, a new posting will be made to announce the vacancy(ies) and the promotion process will begin anew.

Section 28.6. Assignments For the purpose of clarification, to be eligible for assignments/special assignments and eligible Officer shall have a minimum of three (3) years of fulltime service with the Riverside Police Department, for the position of Detective and two (2) years of fulltime service for other positions. Such service requirements may be waived by mutual agreement of the City and the F.O.P.

A. Applicants may apply for assignment/special assignments by setting forth the Officer's interest on the posting. Assignments will be made by the Chief of Police.

B. If no applicants apply for an assignment, the Chief of Police shall have the authority to make a "Temporary Assignment"

Section 28.7. Posting of Assignments and Roll Call of Assignments When possible, assignments will be posted in the Hallway and in the Road Room for a period of thirty (30) days before the assignment is made.

ARTICLE 29
EDUCATIONAL ASSISTANCE PROGRAM

Section 29.1. Educational Assistance Program Upon reasonable advance request and consistent with the manpower requirements and funding availability the City commits to provide eight thousand dollars ($8,000.00) a year for educational assistance. An Officer shall have a cap of two thousand dollars ($2,000.00) assistance per calendar year. Officers must have a minimum of three (3) years of full-time service with the Department. Educational assistance will be available to Officers who pursue a degree in a course of studies related to law enforcement, forensic science, criminal justice and/or criminology so long as said studies are determined by the Chief to be beneficial to the Department.

The Employer will arrange an Officer's work shift to permit said Officer to pursue such a degree as follows:

A. The shift change must be to attend a traditional classroom setting.

B. The Officer must provide documentation that shows the class is only offered at a time that would require a shift change.

C. Only one (1) Officer may be placed on any shift as a result of this Article.

Section 29.2. Reimbursement The City will reimburse bargaining unit members for educational expenses under the following terms and conditions:

A. A bargaining unit member must have completed three (3) years of continuous full-time service with the City prior to enrolling in a course.

B. The course must be taken at an accredited college or university pursuant to and part of an established program leading to either an Associates or Bachelor's or Graduate Degree in Law Enforcement or similar program approved by the Chief. With the Chief's consent, an Officer may be permitted to attend non-traditional courses.

C. Courses must involve attendance by the member in a "classroom" situation or involve faculty directed research or other projects of a similar nature which receive a letter grade of A, B, C, D, F. (or % equivalents). No reimbursement will be given for portfolio or non-traditional course work; provided however, that members may enroll in correspondence programs offered by educational institutions as defined in paragraph B above, so long as the course involve a proctored testing procedure and a letter grade of A, B, C, D, F. (or % equivalents).

D. Reimbursement shall only include the cost of tuition and required textbooks up to a maximum of six (6) semester hours or nine (9) quarter hours per quarter or semester. Enrollment fees and other service charges shall be the responsibility of the member.

E. Academic course proposed for reimbursement shall be submitted to the Chief for approval prior to enrollment.

F. Only those core university level courses leading to a degree in law enforcement, forensic science, criminal justice and/or criminology shall be considered for reimbursement or advance.

G. The City shall not reimburse fees for any course for which the bargaining unit member received a scholarship, grant, or subsidy to the extent of such aid.

H. Reimbursement of tuition and text books shall be based upon the members' course performance in accordance with the following schedule:

Resulting Grade	Reimbursement
A	100%
B	85%

C	75%
D or Lower	0%
Pass or Satisfactory (if Pass/Fail) (mandated as part of an approved Degree program)	100%
Fail or Unsatisfactory (if Pass/Fail) (mandated as part of Degree program)	0%

I. Upon completion of an eligible course, the member shall promptly submit to the Chief, (or designee) a copy of the course grade report, a receipt for necessary textbooks, and a billing statement issued by the university or college setting forth the cost of tuition. The annual budget (January 1 through December 31) will be paid out on a first come basis.

J. Any bargaining unit member receiving reimbursement of educational expenses must repay such reimbursement if the member leaves the employment of the City for any reason within twenty-four (24) months of receiving said reimbursement. Repayment shall apply only to such monies that have been received within the twenty-four (24) month period.

K. In the event of a layoff or retirement in good standing, the bargaining unit member will not be required to reimburse the City for tuition assistance and related expenses.

ARTICLE 30
TRAINING AND TRAVEL EXPENSES

Section 30.1. Training If the Employer requires an Officer to pursue special training, tuition and other reasonably related expenses will be advanced or reimbursed to the Officer upon proof of successful completion.

Section 30.2. Payment All City policies relative to Officer per diem for travel, expense reimbursement, use of personal vehicles at the IRS rate and advance for expenses, shall be applicable to Officers who engage in required training under Section 30.1 above.

Section 30.3. Working Hours Time spent by Officers in refresher courses necessary to maintain state required certification shall be deemed "working hours" for purposes of payroll calculation.

ARTICLE 31
LEGAL REPRESENTATION

Section 31.1. Representation In the event that legal action is commenced against an Officer by reason of the Officer's authorized and good faith performance of departmental duties within the scope of employment, the Employer shall provide at City expense all legal representation for the Officer. Representation shall include costs of negotiation, arbitration, mediation, trial, appeals and any other legal representation of any kind resulting form third party legal action.

Section 31.2. Notice Both the Officer involved and the Union shall receive written notice by the Employer as soon as the Employer is advised of the commencement of such legal action against such Officer. Likewise the Officer and the Union shall notify the Employer of the commencement of such legal action against any Officer.

ARTICLE 32
DURATION

Section 32.1. Duration This Agreement shall be effective from January 1, 2015 through 11:59 P.M. December 31, 2017. If a new Agreement has not been entered into prior to that time, this Agreement shall remain in effect until replaced.

Section 32.2. Notice to Negotiate If either party desires to modify or amend this Agreement, if shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date of this Agreement. The parties shall commence negotiations within (2) calendar weeks upon receiving the notice of intent, if possible.

SIGNATURE PAGE

The parties hereto have signed this Agreement by their authorized representatives this 27th day of February, 2015

FOR THE CITY OF RIVERSIDE

Bryan R.H. Chodkowski, City Manager

Frank K. Robinson, Chief of Police

Emily M. Christian, Assistant City Manager

Stephen M. McHugh, Attorney at Law

FOR THE LABOR COUNCIL

Ron Reardon, Committee Member

Angela Jackson, Committee Member

David Schmidt, Committee Member

Thomas J. Fehr, FOP/OLC
Staff Representative

APPENDIX A
BASIC UNIFORM ISSUE

CLASS A SHIRT – LONG SLEEVE	1
CLASS A SHIRT – SHORT SLEEVE	1
CLASS B SHIRT – LONG SLEEVE	4
CLASS B SHIRT – SHORT SLEEVE	4
CLASS A PANT	1
CLASS B PANT	4
BIKE SHORTS	2
MOCK TURTLENECK	4
TIE/TIE CLIP	1
RAINCOAT	1
WINTER JACKET (SPIEWAK) w/ EMBROIDERED BADGE	1
HAT (STRAW)	1
HAT (WINTER STOCKING CAP)	1
DUTY BELT, BELT KEEPERS, HOLSTER MAGAZINES, AND ALL OTHER REQUIRED GUN BELT ACCESSORIES	AS NEEDED
HOLSTER, MAGAZINES, MAGAZINE POUCH FOR DETECTIVES	1 EACH
.40 CALIBER DUTY WEAPON WITH QUALITY SUCH AS GLOCK, SIG SAUER, SMITH & WEASON	1
DUTY AND QUALIFICATION AMMUNITION	AS NEEDED
HANDCUFFS	2 PAIR
BADGE (BREAST)	1
BADGE (HAT)	1
BADGE (WALLET, WALLET BADGE)	1
LAMINATED MIRANDA CARD	1
NAME PLATE	1
TRAFFIC WHISTLE AND CHAIN	1
YEARS OF SERVICE STARS	AS NEEDED
SERVICE RIBBONS	AS NEEDED
BLACK BOOTS – YEAR ROUND WEAR	1

APPENDIX B

Pursuant to the terms and conditions as set forth in Article 19 of this Agreement:

WORK & PAY PERIOD

For the purposes of administering provisions of this Agreement as it relates to the accumulation of wages and employment benefits, the current work and pay period is recorded as follows:

The Work Period shall consist of twenty-seven (27) consecutive days for Road Patrol Officers and seven (7) consecutive days for other covered Officers. The pay period shall consist of fourteen (14) consecutive days.

SHIFT HOURS

Normal work hours, exclusive of work hours on training days, shall be as follows:

A. For those Officers assigned to Road Patrol Functions, normal work hours shall be defined as:

i)	Day Shift:	0600 HRS to 1800 HRS*
ii)	Night Shift	1800 HRS to 0600 HRS*

* During a pay period, an Officer shall work one shift totaling eight (8) hours in duration for the purposes of pay equalization. Such eight hour shifts shall be scheduled at the employer's discretion.

B. Normal working hours for other covered Officers shall be eight (8) hours per shift from 0800-1600 hours. Officers assigned to the Detective Section shall work an adjustable schedule when needed and as determined by the Officer and the supervisor.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
FRATERNAL ORDER OF POLICE (POLICE OFFICERS), LODGE #161
AND
CITY OF RIVERSIDE

Article 24: Insurance

WHEREAS, the City of Riverside (the "City") and the Fraternal Order of Police (Police Officers, Lodge #161 (the "Unit") have reached agreement that for the collective bargaining agreement effective January 1, 2015 through December 31, 2017; the City shall provide each member of the Unit who elects to receive health and hospitalization insurance converge from the City, a contribution towards each member's annual deductible in the amount of 80% of the annual deductible for said insurance; and

WHEREAS, in furtherance of this agreement, the Riverside City Council has enacted Ordinance 14-O-566: An Ordinance Amending the Personnel Policies Manual of the City of Riverside OH (attached hereto); and

WHEREAS, the Unit and the City wish to formally acknowledge their agreement with regard to the City's financial contribution towards an employee's health and hospitalization insurance deductible; and

WHEREAS; the City and the Unit recognize that this memorandum of understanding is only binding on the parties for the term of this three-year collective bargaining agreement and shall not bind either party to these terms in future negotiations and collective bargaining agreements;

NOW THEREFORE, IT IS MUTUALLY AGREED BY THE UNIT AND THE CITY THAT:

A. All employees subject to the HSA benefit will be required to contribute towards the monthly premium of such benefit as required under current collective bargaining agreements or personnel policy manual.

B. In addition to costs associated with the HSA benefit's monthly premium requirements, there is an annual deductible applicable to all employees receiving the HSA benefit prior to full application of the HSA benefit to the employee (or employee's dependents). The City's policy on financial support to employees regarding the HSA benefit's annual deductible shall be as follows.

    1. 2015: the City shall contribute 80% of the plan deductible to the employee
    2. 2016: the City shall contribute 80% of the plan deductible to the employee
    3. 2017: the City shall contribute 80% of the plan deductible to the employee

C. The City's deductible contributions to employees shall be made in full during the first pay period in January annually.

D. Employees eligible for coverage under Medicare can still receive coverage under the High Deductible Health Plan but, per IRS regulations, the City is not able to contribute to an HSA. The City will reimburse said employees for qualified medical expenses up to the level specified in Section 13.4(B) of the City of Riverside Personnel Policy Manual. Medicare-eligible employees cannot make contributions to the HRA.

THE CITY:

Erin M Christiansen

1/5/15
Date Signed

THE UNIT:

1/5/15
Date Signed