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AGREEMENT

BETWEEN

THE CITY OF FAIRBORN

AND

FAIRBORN NEW CITY LODGE NO. 48
FRATERNAL ORDER OF POLICE

(POLICE OFFICERS)

CASE NO. 2014-MED-09-1300

Effective: January 1, 2015
Expires: December 31, 2017

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ARTICLE 1
AGREEMENT

Section 1.01. This Agreement, made and entered into by and between the City of Fairborn, Ohio, hereinafter referred to as the "City" and The Fairborn New City Lodge No. 48 Fraternal Order of Police, hereinafter referred to as the "Lodge," supersedes all prior agreements heretofore made by and between the parties.

Section 1.02. The express provisions of this Agreement may be changed only by mutual agreement between the parties. Negotiated changes shall be reduced to writing, dated and signed by the parties to this Agreement. Neither party shall attempt to achieve the alteration of this Agreement by recommending changes in, additions to, or deletions from Ordinances or Resolutions.

Section 1.03. Should any portion of this Agreement contained herein be declared invalid by operation of law, or by a court of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In addition, within twenty (20) calendar days following the effective date of such declaration of invalidity, the parties shall meet in an attempt to modify such provision to comply with the applicable law.

Section 1.04. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. During the term of this Agreement, each party waives any right to demand negotiations on any subject except as may be provided by R.C. 4117.08(C).

ARTICLE 2
PURPOSE

Section 2.01. The purpose of this Agreement is to comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

Section 2.02. The City and the Lodge shall use their best efforts to serve the citizens of the City of Fairborn, Ohio and the public in general, to achieve better understanding between the City and the employees represented by the Lodge, to assure the proper and uninterrupted functions of the services of the City, and to promote mutual respect and fair dealings between the City and the employees represented by the Lodge.

Section 2.03. The City recognizes its responsibility to act fairly in reference to its employees covered by this Agreement.

ARTICLE 3
RECOGNITION

Section 3.01. The City recognizes the Lodge as the sole and exclusive bargaining agent with respect to wages, benefits, hours, terms and conditions of employment for all full time employees in the following bargaining unit:

All sworn personnel who are classified as Police Officers.

Section 3.02. The term "employee" as used in this Agreement shall refer only to those persons in the bargaining unit who hold the position classification as set forth in Section 3.01 of this Agreement.

ARTICLE 4
MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 4.01. The management and direction of the affairs of the City are retained by the City. This includes, but is not limited to:

A. The selection, transfer, assignment and lay off of police personnel;

B. The termination of probationary police officers;

C. The termination for just cause of other police personnel;

D. The making, amending and enforcement of reasonable work rules and regulations;

E. The securing of the revenues of the City;

F. The determination from time to time as to what services the City shall perform;

G. The establishment or continuation of policies, practices or procedures for the conduct of its affairs and, from time to time, the changing or abolition of such practices or procedures;

H. The determination of the number of hours per day/per week any operation may be carried on;

I. The selection and determination of the number and types of police personnel required;

J. The establishment of training programs and upgrading requirements for employees;

K. The establishment and changing of work schedules and assignments;

L. The contracting for the performance of such measures as the City and/or Management may determine to be necessary for the orderly and efficient operation of the City; and

M. The determination of the size and composition of the work force.

Section 4.02. The exercise of all functions of government granted to the City by the Constitution of the State of Ohio, the statutes of the State of Ohio, and the City Charter of the City, the

determination of what services are to be performed or to be discontinued shall be the exclusive rights and responsibilities of the City, anything in this Agreement to the contrary notwithstanding.

Section 4.03. The City retains all of its inherent rights, as such, except to the extent this Agreement expressly provides to the contrary and then only to the extent specifically limited by this Agreement.

ARTICLE 5
LODGE BUSINESS

Section 5.01. The Lodge may select two (2) representatives and two (2) alternate representatives to act in the absence of the representatives. Only one representative or alternate per watch, certified by the Lodge in writing, will be permitted to conduct business on behalf of the Lodge.

The Lodge shall provide to the City an official roster of its officers and representatives which is to be kept current at all times and shall include the following:

A. Name

B. Address

C. Home Telephone Number

D. Lodge Position Held

Section 5.02. In cases of discharge or suspension, the representative shall be allowed reasonable time without loss of pay to investigate a grievance or consult with the City in processing the grievance if he/she first receives permission from his/her section supervisor. When an employee is to be discharged, given disciplinary lay off, or a written reprimand, a representative shall be present upon the request of said employee or the section supervisor. Other grievances as defined in 10.02 may be investigated by the Lodge representative without loss of pay upon the permission of the Police Chief. Permission to investigate such grievances will not be unreasonably denied.

Section 5.03. The City shall provide the Lodge with the list of new employees within a reasonable time after new police personnel are hired upon request of any representative of the Lodge. The Lodge shall furnish the City with a current copy of its Constitution and Bylaws upon request of the City giving specific reason therefore.

Section 5.04. Every effort shall be made by the City to accommodate the members of the Lodge and provide reasonable schedule changes for the following:

A. Local Meetings of Lodge: One elected member of the Lodge will be paid for hours lost while attending such a meeting during his/her regularly scheduled tour of duty, not to exceed two (2) hours in any one calendar month.

B. FOP District Meetings: One elected officer of the Lodge will be paid for hours lost during his/her regularly scheduled tour of duty while attending such a meeting, not to exceed four (4) hours and for not more than one meeting every three (3) months.

C. State and National FOP Meetings:

1. A bank of one hundred twenty (120) hours *(combined Officers and Sergeants)* shall be provided by the City for members to attend the State and National FOP meetings. Should all one hundred twenty (120) hours not be used for such meetings, the remainder may be used for other Lodge training and educational contract-related functions. In years where there is a National FOP Conference, an additional forty (40) hours will be provided above the one hundred twenty (120) hours specifically for attendance at the National FOP Conference. The forty (40) additional hours will be forfeited if not used for the National Conference. Members shall not attend more than one (1) state meeting a year and a national meeting every two (2) years.

2. The bank of hours shall be assigned by the Executive Board of the Fraternal Order of Police New City Lodge 48 (local lodge).

3. The Executive Board of the local Lodge shall notify the Administration of the members assigned to the state and national meetings and the number of hours requested on the appropriate Police Department form.

4. No more than two (2) sergeants shall be permitted to attend the State and National Conferences in addition to officers attending, unless approved at the discretion of the Chief of Police.

5. The approval of members to attend said meetings shall be obtained in advance with the Police Chief and are conditioned upon the fact that the presence of the Lodge members or officers for duty are not required for the safety of the community under normal working conditions.

D. Contract Negotiations: Reasonable provisions shall be made by the City so that employee representatives scheduled for duty during the period of contract negotiations may, so as to avoid loss of scheduled hours: request change of duty assignments; request flexibility of shift assignment.

In the event the provisions of Sub-section D. above cannot be arranged, a bank of 80 hours will be allocated to the Lodge bargaining team negotiating with the City without loss of pay, as follows: no more than two (2) officers will be released from the same shift; at least one (1) week's notice of bargaining sessions will be given, with two (2) weeks' notice if possible; and the actual hours spent in negotiations and caucuses per officer per bargaining session will be charged against the bank, depending on the actual length of the session. Use of such time shall be on a no loss or gain in pay basis.

All absences from duty under the provisions of this section shall be cleared in advance with the Police Chief and are conditioned upon the fact that the presence of the Lodge members or officers for duty is not required for the safety of the community under normal working conditions.

Section 5.05. During the period of contract negotiations, employee representatives may also, within the limitations of Section 5.04 (D), utilize earned and unused "compensatory time," so as to avoid any loss of pay.

Section 5.06. Except as provided in this Agreement, and unless otherwise authorized by the City, all Lodge meetings shall be conducted by City employees outside of working hours. The Lodge will follow City guidelines in scheduling City facilities for Lodge meetings.

Section 5.07. The City agrees to withhold the regular monthly union dues of any Lodge member from the available wages earned by such Lodge member each month and to transmit the same to the Lodge on or before the tenth (10th) day of the month, following the month in which they were withheld, upon presentation of an "AUTHORIZATION FOR PAYROLL DEDUCTION" form, individually and voluntarily completed by such Lodge member. An employee may withdraw authorization for dues deduction by the City by directing his/her request in writing to the Finance Director and a copy to the Lodge during the period of time between one hundred eighty (180) days before the expiration of this Agreement and the expiration of this Agreement. This revocation, however, will not become effective until the period of time between sixty (60) days before the expiration of this Agreement and thirty (30) days before the expiration of this Agreement.

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

1. Resignation or discharge of the employee;
2. Transfer or promotion of the employee from the bargaining unit;
3. Layoff from work;
4. An unpaid leave of absence;
5. Failure of the employee to receive sufficient wages to make all legally required deductions in addition to the deduction of Lodge dues;
6. Revocation of the dues deduction authorization in accordance with this Agreement.

No employee covered by the provisions of this Agreement shall be required, as a condition of employment, to acquire and/or maintain membership in the Lodge or, as a condition of employment, to pay to the Lodge, its representatives, agents or assignees any sum of money for any purposes including but not limited to dues, assessments or contributions; however, nothing in this section relieves a Lodge Member from his or her obligation to pay Lodge dues.

Section 5.08. The Lodge agrees to indemnify and hold the City harmless against any claims made or causes of action instituted against the City on account of the application of the dues deduction.

Section 5.09. Any change in the present dues rate will be certified to the City Manager by an authorized officer or officers of the Lodge at least one (1) month in advance of the effective date of such change.

Section 5.10. The Lodge agrees to refund to the City any amounts paid to it in error on account of the dues deduction provision upon presentation of evidence in support thereof.

ARTICLE 6
DISCIPLINE

Section 6.01. No employee shall be disciplined except for just cause.

Section 6.02. The principles of progressive disciplinary action will be followed with respect to minor offenses. It shall be corrective in nature and applied in a uniform manner. Normal progressive discipline shall consist of verbal reprimands, written reprimands, short term suspension without pay (10 days or less), and either a long term suspension, reduction in rank or discharge. The City may take disciplinary action deemed necessary by the circumstances on a case-by-case basis.

Section 6.03. An employee may be placed on paid administrative leave (relieved from duty) pending a hearing when the nature of the employee's action requires immediate removal from work. Supervisors shall have the authority to issue reprimands.

Section 6.04. Except for a verbal or written reprimand, Management shall schedule a pre-disciplinary conference and serve on the employee, a designated lodge representative, and the Lodge President, notice of the charges relating to a possible suspension, demotion or termination of the employee not less than five (5) calendar days prior to the scheduled pre-disciplinary conference. The notice shall include a statement that the employee has a right to have a Representative present at the conference. The hearing will be held before a management level employee or designee who shall act as a hearing officer. The hearing officer shall hear and audio record the facts and evidence regarding the allegations in the charges, and shall make a finding and recommendation to the Police Chief. If a transcript of the audio is made by the City, the employee will be provided a copy of such transcript upon written request directly to the Chief. The hearing officer shall issue a report to the Police Chief within fifteen (15) calendar days of the hearing.

Section 6.05 The Police Chief or his/her designee shall act on the findings of fact and recommendations of the hearing officer within seven (7) calendar days and issue a recommendation to the City Manager with respect to the discipline. The City Manager or his/her designee shall act on the Police Chief's recommendation within seven (7) calendar days and issue an order sustaining, modifying or amending the recommendations of the Police Chief.

Section 6.06. In lieu of a suspension without pay of ten (10) days or less, an employee or the City may offer forfeiture of accrued vacation leave on an hour for hour basis. Should the City and the employee agree to a forfeiture of leave, it shall constitute disciplinary action of record. Such forfeiture shall be noted in the employee's personnel file and shall finally resolve the charges. The resolution shall not be grievable.

Section 6.07. Except as stated in 6.06 above and except for discipline of probationary employees, an appeal of the disciplinary order may be made through the procedures set forth under the grievance procedure article of this Agreement.

Section 6.08. Any of the time lines set forth in this Article may be extended by mutual agreement of the parties. If applicable, copies of the hearing officer's finding and recommendation, the Police Chief's recommendation, and the City Manager's decision will be provided to the employee.

Section 6.09.

A. Once an employee is officially notified by the department of an investigation against him/her, the department will have sixty (60) calendar days to serve charges and initiate disciplinary action. A pre-disciplinary conference shall be scheduled within ten (10) calendar days of the date the notice of charges are served. An extension of these timelines shall be granted by mutual agreement.

B. Employees shall be notified as soon as possible of complaints filed against or involving the employee. A copy of the complaint shall be provided as soon as practical to all employees involved and the Lodge President.

Section 6.10. Suspensions shall be equal to an employee's workday (i.e., 8, 12 hours etc.) and shall be expressed in hours when suspensions are issued. For example, a five (5) day suspension for an employee on twelve (12) hour days will be shown as a sixty (60) hour suspension.

ARTICLE 7
PROBATIONARY PERIOD AND LAYOFFS

Section 7.01

A. Newly appointed police officers shall be on probation for a period of one (1) year. All employees who have completed the one (1) year probationary period and are continued in employment shall be known as permanent employees and the probationary period shall be considered part of their seniority time.

B. The one (1) year probationary period set forth herein may be extended up to a period of an additional three (3) months upon the mutual agreement of the affected employee and the Police Chief. Probationary employees who are absent from work for thirty (30) calendar days or more will have their probationary periods extended by a like amount of time.

Section 7.02.

A. When the City determines that a layoff or job abolishment is necessary, they shall notify the affected employees thirty (30) calendar days in advance of the effective date of the layoff or job abolishment. The City, upon request from the Lodge, agrees to discuss with representatives of the Lodge the impact of the layoff on bargaining unit employees.

B. The City shall determine in which classifications layoffs will occur and layoffs of bargaining unit employees will be by classification. Employees shall be laid off within each classification in order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. In the event two (2) or more employees have the same classification seniority date, the employee with the highest overall ranking on the applicant certification list shall be considered more senior. In the event of multiple lists, employees on the earlier list shall be senior to those on subsequent lists. If employees in the classification of Police Sergeant are laid off, they will have the right to bump into the Police Officer classification, if their Department seniority qualifies.

C. All temporary, intermittent, part-time, and seasonal employees of the Department will be laid off before full time employees. Full-time probationary employees will be laid off prior to full-time permanent employees.

D. When employees are laid off, the City shall create a recall list for each classification with layoffs for a period of two (2) years or for his/her length of seniority, whichever is less. The City shall recall employees from layoff within each classification as needed. The City shall recall such employees according to seniority, beginning with the most senior employee in the classification and progressing to the least senior employee up to the number of employees to be recalled.

E. When the City recalls persons off the list, they shall be recalled to their previous classification, but not necessarily to the unit in which they were working when laid off.

F. Notice of recall shall be sent to the employee by certified mail with a copy to the Lodge. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

G. The recalled employee shall have ten (10) calendar days following the date of mailing of the recall notice to notify the City of his/her intention to return to work and shall have five (5) calendar days following his/her notification to the City in which to report for duty, unless a later date for returning to work is otherwise specified in the notice. Full time employees with recall rights shall be given the right to reinstatement before any temporary, part-time, intermittent, seasonal or other employees may be hired or reinstated in their classification.

H. Recalled employees shall not serve a probationary period upon reinstatement; unless the employee was serving a probationary period at the time of the lay off, in which case the reinstated probationary employee will be required to complete the remainder of his or her probationary period.

Section 7.03.

A. A seniority list for the bargaining unit shall be kept by the City and shall be updated yearly. A copy shall be available for inspection in a location designated by the Chief.

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

ARTICLE 8
EDUCATIONAL AND TRAINING EXPENSES

Section 8.01. All employees are eligible to apply for reimbursement of educational expenses in accordance with the City's Tuition Reimbursement policy as provided for in the Personnel Rules and Regulations (Rule IX, Section 9.8).

Section 8.02. Any employee's meal, travel and/or training expenses incurred while attending schools of instruction, institutes or conventions of an educational nature on matters relative to his/her position with the City will be paid for in accordance with the City's Travel, Conference and Training Expenses policy as provided for in the Personnel Rules and Regulations (Rule V, Section 5.10).

ARTICLE 9
GENERAL PROVISIONS

Section 9.01. The City agrees that Rules, Regulations, Policies and Procedures of the Police Department shall be furnished to all bargaining unit members in written, digital and/or electronic form.

To the extent possible the City agrees that amendments to the Rules, Regulations, Policies and Procedures shall be provided to the Lodge in written, digital and/or electronic form fourteen (14) days in advance of their implementation. The Lodge or any non-probationary member of the bargaining unit may request a meeting of the Labor/Management Committee to seek clarification or to present alternative viewpoints with respect to such amendments.

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

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

Section 9.02.

A. The City shall provide at the Police Department, a bulletin board for the use of the Lodge. Lodge officials shall be responsible for posting and/or approving the posting of notices thereon which employees may read when reporting to or leaving their work stations, or during their free time.

B. The Lodge agrees that no notices will be placed on the bulletin boards which contain:

   1. Personal attacks upon any City employee;

   2. Scandalous, scurrilous or derogatory attacks upon the Administration;

   3. Attacks on any other employee organizations;

   4. Any obscene material;

   5. Ethnic material;

   6. Partisan or non-partisan issues.

C. Notices may be reviewed with the Police Chief and/or the City Manager and any bulletins or notices considered inflammatory, political, or devoted to Lodge organizing and grievance matters will not be permitted on any City bulletin board, nor will they be permitted to be displayed in City offices, facilities, equipment, etc.; if such inflammatory,

political or organizing notices appear on said bulletin boards, they shall be removed by management.

ARTICLE 10
GRIEVANCE PROCEDURE

Section 10.01. There shall be an earnest, honest effort to settle disputes and controversies promptly. The procedures of this Article shall serve as a means of settlement of all grievances.

Section 10.02. A grievance is defined as any dispute, controversy or difference between any employee or the Lodge and the City with respect to:

A. The meaning, interpretation or application of any specific term of this Agreement.

B. The discipline, including the discharge, of any non-probationary employee.

Probationary employees may not grieve disciplinary actions. They may grieve other disputes concerning the meaning, interpretation or application of specific terms of this Agreement, but the decision of the City Manager at Step 3 of the grievance procedure shall be final, and no further appeal may be taken.

Grievances may be appealed following the procedure outlined in this Article and the Personnel Appeals Board shall have no jurisdiction over matters covered in this Agreement. Nothing in this Grievance Procedure shall deny bargaining unit members other rights available at law to achieve redress of their legal rights. However, once the bargaining unit member elects as his/her remedy some other official body (and that body takes jurisdiction) he/she is thereafter denied the remedy of the Grievance Procedure provided herein.

Section 10.03. All employees will make an earnest and honest effort to settle differences and disputes with their Section Supervisor without filing a grievance. In the event that an agreement cannot be reached, then the following steps shall be taken with respect to any grievance. Any grievance not initiated or filed at the next step within the time limits specified herein will be considered to be resolved based upon Management's last response. A grievance is considered filed on the date it is received and signed by the appropriate level of management for the step to which it is being appealed. If Management fails to respond within the specified time limit, the Lodge may file the grievance at the next step. Time limits for invoking the next higher step in the grievance procedure shall commence on the date the grievance response is due. All day time periods in the grievance procedure are calendar days. Grievances will be processed in the following manner and within the stated time limits:

A. Informal Procedure An employee having an individual grievance will first attempt to resolve it informally with the supervisor who made the decision which is being grieved, whether Sergeant or Captain, who will respond or give it to the appropriate supervisor for response. Such attempt at informal resolution shall be made by the employee, with or without Lodge Representation, within seven (7) calendar days following the events or circumstances giving rise to the grievance having occurred or within seven (7) calendar days of when the events or circumstances should have become known to the employee. At this step, there is no requirement that the grievance be submitted in writing. If a supervisor verbally grants a grievance at this level, written acknowledgment of granting

such grievance must be furnished. If the employee is not satisfied with the response from the supervisor, which shall be given within seven (7) calendar days of the submission of the grievance at this step, he/she may pursue the formal steps which follow. Before a grievance and proposed solution are placed in writing such grievance shall be screened by the Grievance Chairman, or appropriate alternate, if the employee intends to use Lodge representation in the procedure.

B. Step 1. The aggrieved employee or group of employees shall file the grievance in writing with a Captain within seven (7) calendar days following the response at the informal step. The Captain shall provide his/her written response to the grievant and the Lodge within seven (7) calendar days after receipt of the grievance, not including the day the grievance was received.

Step 2. If the employee is not satisfied with the written response in Step 1, the written grievance shall be filed with the Police Chief within seven (7) calendar days of the Step 1 response. The Police Chief, or designee, shall investigate the matter and hold a grievance meeting within seven (7) calendar days after receipt of the grievance, not including the day the written grievance was received. The Lodge and/or its representative and the City shall have the right to call such witnesses as are necessary to the investigation and explanation of the grievance. The grievant may be represented by the Lodge and/or its representatives. The Police Chief will respond to the grievance in writing within seven (7) calendar days of the date of the grievance meeting, not including the day of the meeting. Such response will be given to the grievant and the Lodge.

Step 3. If the matter is not satisfactorily settled at Step 2, the grievance may be appealed by the Lodge and filed within seven (7) calendar days along with all pertinent correspondence up to that date with the City Manager. The City Manager shall meet with no more than four (4) representatives of the Lodge, one (1) of which must be an aggrieved employee. The City and the Lodge shall have the right to call witnesses in support of their case. The City Manager will respond to the grievance in writing within seven (7) calendar days of the date of the grievance meeting, not including the day of the meeting. Such response will be given to the Lodge Representative either personally or by mail postmarked no later than the last day specified herein for such response with a copy sent to the grievant and the Lodge Representative.

Step 4. If the matter is not satisfactorily settled at Step 3, the grievance may be appealed by the Lodge to arbitration. Notice of the appeal to arbitration must be served on the City Manager in writing within twenty-one (21) calendar days after the written response was given at Step 3. A failure to invoke arbitration as set forth herein shall deem the matter to be satisfactorily resolved based upon Management's last response.

Upon receipt of such notification, the City Manager or his/her designee and the Lodge will jointly request the Federal Mediation and Conciliation Service (FMCS) to provide the parties with a panel of nine (9) (Ohio only) arbitrators. Within ten (10) calendar days of the parties receiving the panel, the parties shall select an arbitrator by alternately striking names from the list until one name remains. The parties shall alternate making the first strike. Prior to beginning the name striking procedure, either party may reject the entire list and request another list of nine (9) arbitrators from FMCS (Ohio only) once each. The party rejecting the list shall pay any costs involved in obtaining another list.

The arbitrator shall be notified of his/her selection by a joint letter from the City and the Lodge requesting that he/she set a time and date, subject to the availability of the City and Lodge representatives. All arbitration hearings shall be held in Fairborn, Ohio (unless the parties mutually agree otherwise).

The City and the Lodge shall equally share the fees and expenses of the arbitrator and any expenses incidental to the arbitration proceeding. Each, however, shall be responsible for the fees and expenses of its representatives and non-employee witnesses.

Unless contrary to law, the decision of the arbitrator shall be final and binding upon the City, the Lodge and any employee involved in the matter.

The arbitrator shall not have the power to add to, subtract from or modify this Agreement and shall only have the authority to interpret the provisions of this Agreement in light of applicable law as the same relate to the specific grievance appealed to arbitration.

Section 10.04. Any grievance which is not filed within seven (7) calendar days of its occurrence, not including the day of occurrence, after the employee has knowledge of the facts which give rise to the grievance, or with reasonable diligence should have acquired such knowledge, shall not be considered a grievance under the Agreement. Any matter which is not timely processed by either the employee or the Lodge, as set forth above, shall not be subject to further processing as a grievance and shall not be subject to Step 4 or Section 10.03 of this Grievance Procedure.

Section 10.05. Grievances concerning a suspension without pay, reduction, or discharge from employment shall be initiated at 10.03, Step 3, within the time limits set forth in 10.03, Step 1. Verbal and written reprimands may be grieved, but are not subject to the arbitration procedure.

Section 10.06. Upon the mutual agreement of the parties expressed in writing, the time limits set forth in this Article may be extended or the steps herein waived.

Section 10.07. The right to discovery shall be afforded to both parties to the same extent that would have been available to the parties had the claims been filed in court, for all matters proceeding to Step 4 of the grievance procedure.

Section 10.08. All written grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by the parties.

A. Grieved employee's name and signature;

B. Grieved employee's classification;

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

D. Date grievance was filed in writing;

E. Date and time grievance occurred;

F. The location where the grievance occurred;

G. A brief description of the incident giving rise to the grievance;

H. Specific articles and/or Sections of the Agreement violated;

I. Desired remedy to resolve the grievance.

Section 10.09. Employees who are on duty during grievance and arbitration hearings shall not lose pay as a result of participation in such proceedings. Employees who are not on duty when such grievance and arbitration hearings take place, will not receive compensation for such proceedings.

ARTICLE 11
NO STRIKE - NO LOCKOUT

Section 11.01. Inasmuch as this Agreement provides for the orderly resolution of grievances, including resolution by an impartial third party, the City and the Lodge recognize their mutual responsibility to provide for uninterrupted services to the citizens of Fairborn. Therefore:

The Lodge agrees that neither it, its officers, agents, representatives, or any employees covered by this Agreement will authorize, instigate, cause, aid, condone, or participate in any strike or work stoppage for the duration of this Agreement. The City agrees to notify the Lodge by telephone of any strike-related activity.

Section 11.02. The City agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Lodge as a result of a labor dispute with the Lodge, provided the Lodge members are not in violation of Section 11.01 of this Article.

ARTICLE 12
CONTRACTING OUT

Section 12.01. The City shall not contract out any bargaining unit work that would result in a reduction in the number of bargaining unit employees. Bargaining unit work shall be defined as:

A. Uniform patrol division and related work.

B. Detective division and related work.

ARTICLE 13
LABOR-MANAGEMENT COMMITTEE

Section 13.01. The City and the Lodge shall jointly assist in establishing a Labor-Management Committee which shall consist of up to five (5) employee members (at least one (1) member from each watch), plus City representatives. The Committee shall establish its own rules of procedure and shall meet from time to time to discuss and to investigate problems of mutual concern. By mutual consent, the parties may have counsel present. At such meetings there shall be full and forthright discussions and complete disclosures relevant to the issues by both parties on mutual subjects that would directly or indirectly affect the morale and command of the department members of the bargaining unit. Meetings shall be held within a reasonable time

after a request by either party, having regard for the seriousness of the issues involved. Employees attending said meetings shall do so on a no gain, no loss basis.

ARTICLE 14
PERSONNEL FILE

Section 14.01. An employee shall have access to his/her personnel folder, upon reasonable notice to the custodian thereof. Such access to personnel records shall be within two (2) working days of said request. An employee shall have access to his/her personnel file during normal office hours of the custodian of the records. The employee may be accompanied by his/her representative in such inspection. An employee may request copies of materials in his/her personnel file; the City may levy a charge for such copies, which shall bear a reasonable relationship to the actual cost.

Section 14.02. An employee shall be permitted to insert written clarifications or explanatory memorandums of material found in his/her personnel file.

Section 14.03.

A. Records of verbal and written reprimands shall cease to have force and effect or be considered in future discipline matters one (1) year after their effective date, providing there are no intervening disciplinary actions taken during that time period.

B. Records of suspension or demotion shall cease to have force and effect or be considered in future discipline matters three (3) years after their effective date, providing there are no intervening disciplinary actions taken during that time period.

C. In the event of intervening discipline, the original discipline shall remain in force and effect until the expiration of the original discipline or the intervening discipline, whichever is longer.

D. Upon request of the employee, outdated disciplinary records shall be placed in an inactive personnel file.

Section 14.04. Public Records Act Requests for Release of Personnel Records. All items defined by Ohio Revised Code or other appropriate governing legislation as public information shall be available upon request to the Employer from an employee's personnel file. All other documents in the personnel file shall be considered confidential and shall not be released other than to representatives of the Employer, unless by court order, subpoena, or written permission of the employee. The employee shall be notified of a request by a member of the public to review the employee's personnel file as soon as practical.

ARTICLE 15
HOLIDAYS

Section 15.01. Each full-time employee who is not on leave of absence without pay or on lay off shall receive the following holidays:

New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, and the employee's birthday.

For purposes of this section, employees whose lay off starts during a pay period in which a holiday occurs shall receive pay for such holiday falling within that pay period.

Section 15.02. Police Department employees who, because of rotation of hours and day of duty are unable to observe holidays as specified in Section 15.01 above may, with the prior approval of the Police Chief, observe these holidays on the other duty days; otherwise, they shall receive pay in the amount of eight (8) hours straight time pay for each of the unused holidays specified above, such pay to be disbursed on or about December 5th of each year for the holidays falling in that calendar year and during the period of employment of such employee.

ARTICLE 16
PERSONAL ABSENCE DAYS

Section 16.01. Full-time employees shall be entitled during each calendar year to twenty-four (24) hours (or 24.6 hours for employees working 12 hour shifts) of personal absence, not chargeable against sick leave, without loss of pay.

Newly hired full-time employees shall receive a prorated amount of personal absence time based upon the employee's date of hire as follows:

Hire Date	Personal Absence Hours
January 1 – April 30	24 hours/24.6
May 1 – August 31	16 hours/16.4
September 1 – December 31	8 hours/8.2

Personal absence time may not be carried over and any remaining balance as of December 31 of each year shall be forfeited without compensation.

Section 16.02. Personal absence time may be taken in minimum two (2) hour increments at any time during the calendar year subject to the prior approval of the Police Chief. All requests for personal leave shall be submitted at least forty-eight (48) hours in advance of the date of the requested leave, except in emergency situations as approved by the on duty supervisor. The City reserves the right to deny a request for personal absence on any day when the taking of such a day of personal absence will substantially interfere with the operation of the Department of Police; however, to the extent possible, the desires of each employee with respect to the day he desires as personal absence will be honored. In the event two (2) or more employees request to take their day(s) of personal absence on the same day and it is the determination of the Police Chief that not all can be accommodated on such day(s), the employee who submits the first request for a personal absence day shall be given preference, unless two employees submit a request on the same day, in which case the employee with the greatest length of City service will be given preference.

ARTICLE 17
VACATION

Section 17.01. Each full-time employee shall accrue vacation at the rate set forth in this Section. Employees on leave of absence without pay, disciplinary suspension, or in layoff status shall not accrue vacation during the period of such absence, nor do employees accrue vacation while in overtime status.

Length of City Service	Hourly Accrual Rate	Average Bi-weekly Rate
Less than five (5) complete years of service	.04615 per hour	3.7 hours
Over five (5) but less than ten (10) complete years of service	.05384 per hour	4.3 hours
Over ten (10) but less than fifteen (15) complete years of service	.06538 per hour	5.2 hours
Over fifteen (15) but less than twenty (20) complete years of service	.07692 per hour	6.2 hours
Over twenty (20) but less than twenty-five (25) complete years of service	.08461 per hour	6.8 hours
Over twenty-five (25) complete years of service	.09231 per hour	7.4 hours

Section 17.02. In the event a holiday occurs during the period when an employee is on paid vacation, such holiday shall not be charged to the employee's vacation leave balance.

Section 17.03. Unused vacation pay shall be paid as terminal pay in the event an employee has completed six (6) months of continuous service and is subsequently separated from employment.

Section 17.04. The Department shall attempt to accommodate each employee's annual vacation leave request. Prior to February 1st of each year, employees shall submit annual vacation requests by seniority to the respective Captains for vacation scheduling. These requests shall be granted as requested, to the extent practicable, unless a conflict in scheduling necessitates that all requests cannot be granted. In such an instance, length of service with the Department as a full-time employee shall be the determining factor in the granting of vacation leave requests. Regularly scheduled annual vacation shall take precedence over casual leave. Vacation must be taken in not less than one (1) hour increments. Vacations will be scheduled in accordance with the work requirements of the employer.

Section 17.05. No employee shall have the right to take any vacation time off until such employee has accrued vacation leave. Employees are credited at the end of each pay period with the appropriate accrued vacation leave earned which may used in the subsequent pay periods.

Section 17.06. Employees may carry up to two (2) years accrual of vacation at their current rate. Any vacation in addition to the two (2) years accrual after December 31 each year will be forfeited unless additional carryover is approved in advance by the City Manager.

Section 17.07. Time worked as a police officer in any other political subdivision in the State of Ohio shall be credited for up to, but not to exceed, ten (10) years of previous service credit to be used for purposes of computing the amount of vacation leave in Section 17.01.

ARTICLE 18
SICK LEAVE

Section 18.01. Each full-time employee of the City shall be entitled to accumulate sick leave at the rate of .05770 of an hour for each hour in active pay status. Overtime hours shall not be used when computing an employee's sick leave accrual. Employees on leave of absence without pay, disciplinary suspension, or in layoff status shall not accrue sick leave during such period of absence.

Section 18.02. Such employee may use sick leave subject to the approval of the Police Chief and the City Manager for absence due to only the following specific reasons and for no other reasons:

A. Illness or injury of such employee;

B. Exposure of such employee to contagious disease;

C. Illness in the employee's immediate family which requires the presence of the employee. "Immediate family" as used herein shall include the employee's spouse, children and other relatives who reside in the employee's household.

Section 18.03. Each such employee shall notify the duty supervisor of such absence and the reason therefore at least thirty (30) minutes before the regular starting time of the work day.

Section 18.04. Each employee shall be allowed an unlimited accumulation of sick leave.

Section 18.05. The City may require the employee to furnish a satisfactory written statement that such absence was caused by illness, injury or exposure. The City may require any employee requesting sick leave to furnish a statement from his/her attending physician following an absence of three (3) or more days.

The City shall also have the right to require the employee to be examined by a physician appointed by the City to determine the nature and extent of the illness and/or the employee's ability to perform the essential functions of the position.

Section 18.06. Each employee hired prior to July 3, 1999, who at the time of his/her retirement from City service has accrued to his/her credit at least four hundred eighty (480) hours of unused sick leave shall be eligible to convert accumulated sick leave as follows: total unused sick leave time, not to exceed a maximum of twelve hundred (1200) hours, may be converted on the basis of one (1) hour of pay for each three (3) hours of accrued sick leave. Employees hired on or after July 3, 1999 shall not be entitled to sick leave conversion. Instead, such employees will be entitled to participate in a sick leave incentive program, as follows:

Effective on anniversary date of hire, if an employee has no sick leave usage in the preceding year, the employee will be given twenty-four (24) hours of incentive time off; if the employee has less than one (1) full shift of sick leave usage in the preceding year, the employee will be given sixteen (16) hours of incentive time off; and if the employee has more than one (1) full

shift but less than two (2) full shifts of sick leave usage in the preceding year, the employee will be given eight (8) hours of incentive time off.

Section 18.07. Unused sick leave in excess of twelve hundred (1200) hours as of December 31st of each year may be converted to vacation leave on the basis of three (3) hours of sick leave for one (1) hour of vacation leave. In the event that an employee converts sick leave as described above, such vacation leave shall not be subsequently reconverted to sick leave. Hours converted from sick leave to vacation shall be charged in each department on the same basis as sick leave hours are charged. A maximum of forty (40) hours of vacation may be so accumulated in any one calendar year.

Section 18.08. Any employee absent from work for one calendar week or more due to illness, absent from work due to accident or injury, or off the active working payroll of the City for any reason for over four (4) calendar weeks may be required to submit a statement from his/her physician prior to his/her return to the active working payroll of the City certifying his/her physical ability to fulfill the regular and normal job tasks of his/her job assignment.

Section 18.09. Employees may transfer up to two hundred forty (240) hours of accumulated sick leave earned while working as a police officer for any other political subdivision in the State of Ohio.

Section 18.10. Excessive use of sick leave or a pattern of sick leave abuse may result in disciplinary action, pursuant to the guidelines in the Sick Leave Usage Policy, attached in Exhibit B. Use of sick leave for absences qualifying for FMLA, OIL, or funeral leave will not count as a separate instance for purposes of the Sick Leave Usage Policy.

ARTICLE 19
INJURY LEAVE

Section 19.01. All employees of the City of Fairborn are covered by State of Ohio Workers' Compensation. Under Workers' Compensation, payment for all approved medical and surgical treatment, compensation for lost work time and other benefits will be provided as determined by Ohio State law.

Section 19.02. In the event any employee incurs a work-connected, occupational injury, which is not the result of the employee's own "horse-play," negligence, or intentional self-infliction, and such injury is determined to be eligible for coverage under Workers' Compensation, upon written request of the employee, the Employer shall grant the employee Occupational Injury Leave (OIL) for up to thirty (30) days per injury as identified by the Ohio Bureau of Workers' Compensation (OBWC) claim number. Upon written request of the employee, the Employer may grant extensions of the OIL in thirty (30) day increments. The authorization of an extension of OIL is a matter of administrative discretion, and the Employer will decide in each individual case if OIL is to be granted. Failure to grant an extension of OIL beyond one hundred twenty (120) calendar days is subject to the grievance procedure up to Step 3, but may not be appealed to Step 4, Arbitration.

Section 19.03. The injured employee shall submit to the City a certificate by a licensed medical doctor (M.D. or D.O.) in order to obtain approval for up to the first thirty (30) calendar days of injury leave. If an employee is still unable to return to work after the initial thirty (30) calendar

days of injury leave, said employee shall submit to the City a certificate by a licensed medical doctor (M.D. or D.O.) for each extension of injury leave requested beyond the initial thirty (30) calendar days. Each certificate submitted by the injured employee from the licensed medical doctor (M.D. or D.O.) must certify that the employee is not available for gainful employment due to an on-the-job injury.

Section 19.04. An employee applying for OIL hereunder, shall authorize the release to the Employer of all medical information pertinent only to the occupational injury possessed by the employee's treating physician(s) and treatment facility(ies), if so requested by the Employer or designee, and/or shall agree to be examined by a licensed medical practitioner selected and paid for by the Employer.

Section 19.05. Any employee claiming an occupational injury under this Article shall file an injury claim with the Ohio Bureau of Workers' Compensation (OBWC) as soon as possible. An employee applying for OIL hereunder, shall execute a salary continuation agreement in lieu of filing for compensatory benefits with the OBWC. The employee shall remit to the Employer all income benefits paid by Workers' Compensation for the period during which the employee received full pay from the Employer while on OIL. In the event the claim is denied by OBWC or the Industrial Commission (IC) following the exhaustion or expiration of the internal appeal process, the employee shall revert to sick leave status and be charged with sick leave and/or vacation leave for all time paid by the Employer for OIL. In the event the employee does not have sufficient sick and/or vacation leave to reimburse the Employer for all OIL benefits received for a rejected claim, the employee shall make full restitution to the Employer through a mutually agreeable arrangement.

Section 19.06. In addition to Section 19.03 and 19.04 above, the City retains the right to require an employee who has been granted injury leave to present, upon request by the City, a certificate by a licensed medical doctor (M.D. or D.O.) certifying that such employee is not available for gainful employment due to such injury. The City also maintains the right to require such employee to be examined by the City physician to determine the employee's eligibility for an injury leave of absence or for an employee's continuation of an approved injury leave of absence.

Section 19.07. The City Manager or designee shall have the right to deny and/or terminate at any time an employee's injury leave if the City contests a Workers' Compensation claim. During any contest period an employee may use his/her accumulated sick leave or vacation allowances if otherwise eligible to do so. The granting of injury leave shall be subject to prior approval of the City Manager.

Section 19.08. The employee returning from injury leave of absence must submit a doctor's statement certifying the employee's ability to return to work.

Section 19.09. The City reserves the right to withhold benefit payments and take disciplinary action, up to and including discharge against any employee, who is guilty of submitting a false claim for benefits covered in this Article or engaged in outside employment while on injury leave.

ARTICLE 20
FUNERAL LEAVE

Section 20.01. Each full-time bargaining unit employee of the City may be given leave of absence with full pay up to five (5) consecutive calendar days in the event of death of the employee's father, mother, father-in-law, mother-in-law, spouse, child, step-child, sister, brother, grandparents of the employee or spouse, son-in-law or daughter-in-law, or other relatives living in the same household as the employee. However, nothing in this section should be construed as to mean that leave of five (5) days will be granted if attendance for all necessary matters pertaining thereto can be completed in a less amount of time. In extreme cases wherein travel distances are such as to require additional time, the Police Chief and City Manager may allow the employee to use additional vacation, personal or sick leave to extend funeral leave up to a maximum of seven (7) consecutive calendar days. If additional time is allowed and the employee elects to use sick leave, such usage will not count as a separate instance for purposes of the City's Sick Leave Usage Policy.

ARTICLE 21
INSURANCE

Section 21.01. The City shall make available to all full-time bargaining unit employees the general insurance and hospitalization plans as provided to all other non-bargaining full-time City employees. All requirements of the plan(s) (e.g., premium contributions, co-payments, deductibles, fees, eligibility, etc.) applicable to non-bargaining unit City employees shall also be applicable to bargaining unit employees. In addition, the City shall contribute twenty-six ($26.00) dollars per month to the AFSCME Care Plan for Dental Level II coverage for each eligible employee in the bargaining unit.

Section 21.02. All health care and hospitalization benefits provided shall be subject to coordination of benefits in accordance with the provisions of the health care contract issued by the health care provider.

Section 21.03. It is understood that if an employee incurs covered hospital or other medical expenses in connection with the treatment of an illness or injury caused by the negligence or wrongful act of a third party, the health care provider shall be subrogated to all of the employee's rights of recovering against said third party to the extent of any and all payments made by said health care provider with respect to such illness or injury, and the employee or his agent shall execute all papers and take all action necessary and proper to secure to such health care provider such rights of subrogation.

Section 21.04. The City will not unilaterally change benefit levels. If a health insurance carrier changes benefit levels or if the City changes health insurance carriers, the parties will confer with the carrier in an effort to maintain approximate benefit levels. If unsuccessful, the City will not be required to self-insure any benefit which a carrier reduces or eliminates. The City retains the right to change carriers and/or plans, subject to the terms of this section. The City also has the right to implement a Health Savings Account Plan, so long as the bargaining unit employee's contribution does not exceed the amount paid by non-bargaining unit City employees. Any participation in the plan as set forth herein shall be in accordance with the enrollment requirements of the Plan.

Section 21.05. In order to be eligible to receive the City's contribution, employees must agree to have their share of the cost, if any, paid via payroll deduction authorization cards. Such payroll deduction authorization cards, if any, shall be completed by the employee in order to effect employee contributions prior to the payroll deduction periods for the monthly premium.

Section 21.06. Each full-time employee who elects to be insured under the City family life insurance plan shall receive fifty thousand dollars ($50,000) coverage on the employee and two thousand five hundred dollars ($2,500) coverage on the employee's spouse and one thousand dollars ($1,000) coverage on the employee's children.

Section 21.07. Employees who choose to waive coverage under the City's medical and hospitalization plan shall receive $1,000 per year if they are Single and are waiving coverage and $2,500 per year if they are married and are waiving family coverage (paid quarterly) upon written confirmation of alternate insurance coverage and a signed waiver. If an employee's spouse also works for the City, both employees must waive coverage in order for either employee to be eligible to receive the above payment. Any employee who elects not to be covered under any of the plans shall not receive such contribution made by the City for health or life coverage as salary, wages, compensation, reimbursement or in any other form or manner.

Section 21.08. The parties agree to establish an Insurance Committee consisting of representatives from the bargaining unit, management and representatives from other City bargaining units. This Committee will investigate alternate plans and benefits and submit its findings to the City Manager. City Council retains the right to make the final decision.

Section 21.09. Either party may reopen Article 21, Insurance, in its entirety no more than ninety (90) days or less than sixty (60) days prior to the start of the new plan year in 2016 or 2017 by filing a Notice to Negotiate for a reopener on Insurance only with the State Employment Relations Board.

ARTICLE 22
CALL-IN

Section 22.01. Employees who have completed their duty assignments and who are called back by the City to work after leaving the City property shall be provided at least three (3) hours of work at time and one-half the regular hourly rate of pay or three (3) hours of pay in lieu thereof at time and one-half the employee's regular hourly rate of pay.

Section 22.02. For each job related appearance in court, while off duty, employees shall be paid at one and one-half (1½) times the regular hourly rate for the actual hours at court but no less than three (3) hours for such appearance. The word "appearance" in this article shall cover all court related appearances in the three (3) hour block of time.

Section 22.03. When an employee is required to appear in court for a job related incident on a scheduled day off, the employee shall be paid at one and one-half (1-1/2) times the regular hourly rate for the actual hours at court but no less than four (4) hours for such appearance. The word "appearance" in this article shall cover all court related appearances in the four (4) hour block of time.

Section 22.04. Attorney Contacts.

A. If an employee is on approved paid leave, and is assigned by a supervisor to make contact with an attorney concerning pending litigation against the City and/or the employee, and the contact takes 15 minutes or more, the employee will be compensated for such contact by a credit to the appropriate leave in the amount of time spent.

B. If an employee is on unpaid leave or day off, and is assigned by a supervisor to make contact with an attorney concerning pending litigation against the City and/or the employee, and the contact takes 15 minutes or more, the employee will be compensated at the employee's appropriate rate of pay for such contact for the amount of time spent.

In the event the employee is required to travel to meet with the attorney, then the call-in provision of Section 22.01 of this Article will apply.

ARTICLE 23
OVERTIME

Section 23.01. Overtime is any authorized time worked in excess of the normal tour of duty (including required training hours) or a normal watch.

Section 23.02. Overtime, when authorized by the supervisor and approved by the City Manager, will be paid or compensated with time off at the rate of time and one-half for the total overtime worked. When overtime is due for a part of a full hour, it will be calculated and paid to the nearest one-tenth (1/10) hour.

Section 23.03. Employees who work overtime may elect to accumulate compensatory time in lieu of receiving overtime pay, at a rate of time and a half. Such election must be made in writing prior to working the overtime, or the employee will receive overtime pay.

Section 23.04. For purposes of this section, a year is defined as June 1 through May 31. Employees may earn compensatory time up to a maximum of one hundred eighty (180) hours per year. Employees may carry over up to forty (40) hours of compensatory time from one year to the next. Employees may request payment in lieu of future use, of any accrued but unused compensatory time prior to May 15th of each year. The employee shall be paid for the hours requested for conversion to pay at the employee's hourly rate of pay. In the absence of a request, employees will be paid, in lieu of future use, for all accrued but unused compensatory time in excess of forty (40) hours, which may be carried over to the next year. Such payments shall be made in the first pay period in June of each year. Upon request, bargaining unit employees may also request payment of accrued compensatory time prior to October 15 each year which payment shall be made in the first pay period of November.

Section 23.05. An employee's accrual of compensatory time cannot exceed one hundred eighty (180) hours per year. Once this accrual is reached, compensation shall be paid for additional overtime hours worked.

Section 23.06. Employees shall be permitted to use accrued compensatory time upon request, provided the requested time off will not substantially interfere with the operation of the Police Department. However, to the extent possible, the desires of each employee with respect to the

day he/she desires as compensatory time will be honored. In the event two (2) or more employees desire to take their compensatory time off on the same day and it is the determination of the Police Chief that not all can be accommodated on such day(s), the employee who submits the first request for compensatory time shall be given preference, unless two employees submit a request on the same day, in which the case the employee(s) with the greatest length of continuous service will be given preference.

Section 23.07. Compensatory time shall be paid at the rate of pay applicable at the time it is used.

Section 23.08. Upon termination, the employee shall be paid for all accrued but unused compensatory time, at the employee's final hourly rate of pay, or the employee's average hourly rate of pay for the last three (3) years of employment, whichever is greater.

Section 23.09. Overtime shall not be compensated twice for the same hour worked. There shall be no pyramiding of pay for the same hours worked.

Section 23.10. There shall be no department-wide change in the scheduling of hours worked unless the City first meets with the Lodge not less than ten (10) days prior to implementing any change.

Section 23.11. The rates listed in Exhibit A will be paid on a bi-weekly salary basis to accommodate any tour of duty system utilized by the Department.

Section 23.12. An employee who is scheduled to work on a holiday, and who works overtime on the holiday, will be paid double time for such overtime worked. If an employee is eligible for and elects compensatory time in lieu of overtime pay pursuant to this section, the compensatory time shall be credited at the double time rate for overtime hours worked on the holiday.

ARTICLE 24
UNIFORMS

Section 24.01. Upon being sworn, three (3) complete uniforms will be ordered for each new officer and paid for by the City. The items of clothing involved have been listed and agreed upon by the parties. Pending receipt of the uniforms, efforts will be made to find used uniforms to be loaned to the new officer without cost. Such uniforms shall be returned to the City upon receipt of the newly ordered uniforms. Upon termination of employment, employees covered hereunder shall be required to return to the City those items on the initial issuance list.

Section 24.02. An annual uniform and equipment purchase and maintenance allowance will be provided in January of each year. It will be payable no later than January 31. For the term of this agreement, the allowance will be one thousand three hundred seventy-five ($1,375) dollars per year for patrol officers and one thousand five hundred seventy-five ($1,575) dollars for detectives.

Section 24.03. The first allowance to a newly employed officer will be prorated from the date the officer was sworn to the following January 15th. Pro rata adjustments will also be made to the officers transferring between the patrol and detective sections.

Section 24.04. Any employee, who during the calendar year ceases to be a sworn officer of the City, shall reimburse the City for any allowance paid hereunder. Such reimbursement shall be on a pro rata basis from the date he/she ceases to be a sworn officer to January 1st. Reimbursement amounts shall be deducted from the employee's paycheck.

ARTICLE 25
LONGEVITY

Section 25.01. Employees will receive an annual longevity payment in addition to regular and other pay for continuous and uninterrupted service with the City. Such payment will be made each pay period immediately following the anniversary date on the basis of the schedule listed below:

YEARS OF SERVICE	PERCENTAGE OF ANNUAL RATE
After 5 years	1/2% of base annual rate
After 10 years	1% of base annual rate
After 15 years	1-1/2% of base annual rate
After 20 years	2% of base annual rate
After 25 years	2-1/2% of base annual rate

Section 25.02. An employee who retires either for reasons of age and/or disability shall be entitled to a pro rata longevity payment based upon the number of calendar months he/she had worked prior to such retirement since his/her last employment anniversary date.

Section 25.03. The longevity scale shall be added to the base rate for the purposes of computing the overtime rate.

Section 25.04. Longevity payments will not be made to employees hired on or after July 3, 1999.

ARTICLE 26
WATCH DIFFERENTIAL

Section 26.01. A watch differential of eighty-five cents ($.85) per hour worked shall be paid to any employee who is scheduled to start work on or after 1:00 p.m. and before 5:30 a.m.

Watch differential pay shall be paid for all overtime hours worked if the employee otherwise qualifies for watch differential.

Section 26.02. Watch differential will not be used to calculate the hourly rate of pay for paid time off. Watch differential shall not be paid for hours on approved leave.

ARTICLE 27
WAGES

Section 27.01. The wage rates as set forth in Exhibit "A" attached hereto shall be in effect during the term of this Agreement.

Section 27.02. Employees required to work and substantially perform the job duties of a higher classification on a temporary basis will be paid at the higher rate for the time they are required to work and substantially perform the job duties in a higher classification for at least two (2) hours during a shift. Payment shall be made at the higher rate for the higher assigned classification that results in no less than a one step increase and no less than the minimum rate for the higher classification. Employees who are assigned to work at a lower rated classification shall retain the rate of pay of the assigned employee's permanent classification. Supervisors will not assign work requiring the performance of other job duties in a higher rated job classification on a regular basis for periods of less than two (2) hours for the purpose of avoiding payment of plus-rating.

Section 27.03. Employees not qualified for plus rating because of lack of experience or qualification may be assigned to the higher classification without plus rating for purposes of training. Such training shall not be for more than eighty (80) hours. Training programs in excess of eighty (80) hours shall be mutually agreed upon. On the job training under this section shall be at a time when an immediate supervisor is on duty.

Section 27.04. Employees, during the hours when they are performing the duties of a Field Training Officer with an officer trainee, will be plus-rated to the next step in pay or if he/she is at the maximum step (G-step), he/she will receive an additional 5% in pay for the time served as Field Training Officer.

Section 27.05. Employees, during any month or partial month they are assigned to perform the duties of a Detective, will receive $100 as additional compensation. In lieu of receiving such additional compensation, employees assigned to perform detective duties may elect to take a car home, provided the employee lives within a twenty (20) mile radius of the Police Station.

Section 27.06. Newly hired employees will be paid the entry level rate until they count toward staffing. However, the Police Chief may hire new employees based on the experience of the employee and place them at any pay step not to exceed Step D. A new employee may be placed at a pay step higher than Step D upon mutual agreement of the parties.

Section 27.07. All employees will receive their paychecks by direct deposit, unless a request for accommodation of religious beliefs is made.

ARTICLE 28
NON-DISCRIMINATION POLICY

Section 28.01. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination in any manner which would violate applicable laws because of age, sex, marital status, race, color, creed, or national origin.

The Lodge and the City shall share the responsibility for implementing this section of the Agreement.

Section 28.02. There shall be no discrimination by the City or the Lodge against any employee on the basis of such employee's membership or non-membership in the Lodge.

ARTICLE 29
EDUCATIONAL INCENTIVE

Section 29.01. Employees shall be eligible for educational incentive pay upon satisfying the following criteria:

A. Attainment of a Degree in Law Enforcement, Police Science, Police Administration, Criminal Justice, or other police-related degree program approved by the City Manager. (The degree must be from an accredited or approved college, university or technical school).

B. Completion of twenty-four (24) months of service with the City of Fairborn.

Employees who satisfy the above criteria shall receive annual education pay in the amount of:

1.	Associate Degree	$250.00
2.	Baccalaureate Degree	$500.00
3.	Masters Degree	$750.00

The incentive pay shall be limited to a maximum of one degree per person. The incentive pay shall be paid annually with the first pay in December. Where an employee becomes eligible for incentive pay after February 1st in a calendar year, the incentive pay to which he/she is entitled for that calendar year shall be calculated on a pro rata basis based upon the number of months that he/she was eligible in that calendar year.

ARTICLE 30
RETIREMENT CREDENTIALS

Section 30.01. All eligible employees, on their last day of service, shall be presented with the badge worn during service to the community, departmental patch, service decorations and name plate suitably encased for presentation. A retirement badge and retirement credentials will also be issued to the employee on behalf of the department. All expenses incurred will be the responsibility of the department.

Section 30.02. The term "eligible employee" is defined as any employee obtaining a regular retirement that meets the Ohio Police & Fire Pension Fund minimum age and years of service requirements.

Section 30.03. An employee obtaining a disability retirement from the Ohio Police & Fire Pension Fund, except on the basis of a mental disability, shall receive their retirement credentials from the department. In order to obtain the credentials, the employee must authorize the Ohio Police & Fire Pension Fund to release the reasons for the disability retirement to the Police Chief.

ARTICLE 31
HEALTH AND SAFETY

Section 31.01. It is agreed that safety must be a prime concern and responsibility of both parties. Therefore, Management accepts its responsibility to provide safe working conditions, tools, equipment and working methods for its employees. The employee(s) accepts the responsibility not

to neglect or abuse his equipment, tools or work area, and accepts the responsibility to follow all safety rules and safe working methods as prescribed by the Employer's standard operating procedures. All unsafe working conditions must be reported to the employee's supervisor in charge as soon as said unsafe working conditions are known.

Section 31.02. Drug/alcohol testing may be conducted on bargaining unit employees prior to employment, upon reasonable suspicion, post-accident, and as required by law. Should the City enroll in the Ohio Bureau of Worker's Compensation (BWC) Drug Free Workplace Program, bargaining unit employees shall be considered safety sensitive/critical employees for purposes of drug and alcohol testing. Drug and alcohol tests shall be conducted in accordance with the Procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR Part 40) or as prescribed by the BWC for the Drug Free Workplace Program. Alcohol testing shall be done in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result shall be a BAC level of .04 or above. Refusal to submit to an examination and/or drug or alcohol test shall result in disciplinary action up to and including dismissal.

ARTICLE 32
WAIVER IN EMERGENCY

In cases of emergency declared by the President of the United States, the Director of Homeland Security, FEMA, local EMA, the Governor of the State of Ohio, the City Manager of Fairborn, or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the City:

A. Time limits for the processing of grievances; and

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

Upon termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency.

ARTICLE 33
DURATION

Section 33.01. This Agreement shall upon Council action become effective January 1, 2015, and shall remain in effect through December 31, 2017 unless either party shall, at least ninety (90) days prior to the expiration of this agreement serve written notice on the other party of a desire to terminate or amend this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 7 day of May, 2015.

FRATERNAL ORDER OF POLICE, FAIRBORN, OHIO, LODGE NO. 48

By: _____
Officer Shaun Pettit
Lodge President

By: _____
Detective Dan Foreman
Committee Member

By: _____
Detective Brian Neiford
Committee Member

By: _____
Officer Adam Minehart
Committee Member

By: _____
Steve Lazarus, Esq.
Hardin, Lazarus, & Lewis, LLC

CITY OF FAIRBORN

By: _____
Deborah McDonnell
City Manager

By: _____
Terry Barlow
Police Chief

By: _____
Terry Bennington
Administrative Captain

By: _____
Dan Arwood
Operations Captain

By: _____
Kelly Babcock
Labor Consultant

EXHIBIT "A"
JOB CLASSIFICATION AND WAGE RATES

ORDINANCE NO. 13-15

Job Classification

The following pay grade for the indicated job classification shall be in effect as of the effective date of this Agreement and shall remain in effect during the term of this Agreement.

JOB CLASSIFICATION	PAY GRADE
Police Officers	**238**

The following wage rates for the indicated pay grade shall be in effect January 10, 2015 and reflect a 2.00% increase:

PAY GRADE		ENTRY	A	B	C	D	E	F	G
	Hourly	23.61	24.85	26.12	27.33	28.59	29.87	31.09	32.39
238	Biweekly	1,888.80	1,988.00	2,089.60	2,186.40	2,287.20	2,389.60	2,487.20	2,591.20
	Annual	49,108.80	51,688.00	54,329.60	56,846.40	59,467.20	62,129.60	64,667.20	67,371.20

The following wage rates for the indicated pay grade shall be in effect January 9, 2016 and reflect a 2.50% increase:

PAY GRADE		ENTRY	A	B	C	D	E	F	G
	Hourly	24.20	25.47	26.77	28.01	29.30	30.62	31.87	33.20
238	Biweekly	1,936.00	2,037.60	2,141.60	2,240.80	2,344.00	2,449.60	2,549.60	2,656.00
	Annual	50,336.00	52,977.60	55,681.60	58,260.80	60,944.00	63,689.60	66,289.60	69,056.00

The following wage rates for the indicated pay grade shall be in effect January 7, 2017 and reflect a 2.750% increase:

PAY GRADE		ENTRY	A	B	C	D	E	F	G
	Hourly	24.86	26.17	27.51	28.78	30.11	31.46	32.75	34.11
238	Biweekly	1,988.80	2,093.60	2,200.80	2,302.40	2,408.80	2,516.80	2,620.00	2,728.80
	Annual	51,708.80	54,433.60	57,220.80	59,862.40	62,628.80	65,436.80	68,120.00	70,948.80

EXHIBIT "B"
SICK LEAVE POLICY
ADMINISTRATIVE MEMORANDUM NO. 175

EXHIBIT "C"
AUTHORIZATION FOR PAYROLL DEDUCTION

NAME_____ DEPARTMENT_____

CLASSIFICATION_____ DIVISION_____

TO CITY OF FAIRBORN, OHIO

I hereby authorize the City of Fairborn, Ohio to deduct, until further notice, the sum of $_____ from my wages each pay period for regular membership dues in the FRATERNAL ORDER OF POLICE, FAIRBORN, OHIO, NEW CITY LODGE NO. 48, effective _____, 20 ____.

It is my understanding, will and desire that this authorization shall be revocable by written notice upon my request according to Article/Section 5.07.

I also hereby authorize the City of Fairborn, Ohio, to accept and honor the written request of the FRATERNAL ORDER OF POLICE, FAIRBORN, OHIO, NEW CITY LODGE NO. 48, signed by an authorized officer or officers of the Lodge, to increase or decrease the amount of the membership dues deducted from my wages.

_____ _____

Date Employee Signature