09-13-16
14-MED-10-1396
1724-01
K34714

AGREEMENT

BETWEEN

THE CITY OF MIAMISBURG, OHIO

AND

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

(SERGEANTS)

January 1, 2015 – December 31, 2016

Table of Contents

Article No.	Title	Page No.
Agreement		1
ARTICLE 1	Purpose	1
ARTICLE 2	Recognition	1
ARTICLE 3	Non-Discrimination	2
ARTICLE 4	Labor-Management Committee	2
ARTICLE 5	Management Rights	3
ARTICLE 6	Grievance Procedure	4
ARTICLE 7	Dues Deduction	8
ARTICLE 8	Union Activities	9
ARTICLE 9	No Strike-No Lockout	9
ARTICLE 10	Policies And Procedures	10
ARTICLE 11	Overtime Opportunity	10
ARTICLE 12	Wages	13
ARTICLE 13	Holiday Pay	17
ARTICLE 14	Vacations	18
ARTICLE 15	Sick Leave And Injury Leave	20
ARTICLE 16	Insurance	22
ARTICLE 17	Uniform Allowance	24
ARTICLE 18	Call-Back And Call-In Pay	25
ARTICLE 19	Military Leave	26
ARTICLE 20	Other Benefits	27
ARTICLE 21	Seniority	28

ARTICLE 22 Substance Abuse 28

ARTICLE 23 Disciplinary Procedures And Employee Rights 34

ARTICLE 24 Sanctity Of Agreement 38

ARTICLE 25 Legal References 38

ARTICLE 26 Duration 39

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, by and between the **City of Miamisburg**, Ohio, hereinafter referred to as the "Employer", or the "City", and the **Ohio Patrolmen's Benevolent Association,** hereinafter referred to as the "OPBA," or "Union", a labor organization as defined in Chapter 4117 of the Ohio Revised Code, on behalf of the Sergeants of the City of Miamisburg.

ARTICLE 1
PURPOSE

Section 1.01. The parties recognize that the Police Department of the City exists to protect and serve the citizens of Miamisburg. The members of this bargaining unit as supervisors in the Police Department recognize that they have a special responsibility to see that the purpose of the department is carried out.

Section 1.02. The Union and City agree to cooperate to attain and maintain full efficiency.

ARTICLE 2
RECOGNITION

Section 2.01. The Employer recognizes the Union as the exclusive collective bargaining agent for all full time personnel employed by the Miamisburg Police Department who hold the rank of Sergeant and excluding the Chief, any person holding the rank of Captain and all other employees. This is the bargaining unit certified by SERB in Case No. 04-REP-09-0169.

Section 2.02. Individuals promoted or appointed to the rank of Sergeant must serve a one (1) year promotional probationary period from the date of said appointment pursuant to the Civil Service Rules. Such individuals may be demoted during such period without recourse to the grievance and arbitration provisions of this Agreement. Such promotional probationary period may be extended, in writing, by agreement of the employee, OPBA and City.

Section 2.03. There shall be no discrimination by the City or the Union against any Employee on the basis of such Employee's membership in the Union.

ARTICLE 3
NON-DISCRIMINATION

Section 3.01. The Employer and the Union reaffirm their support for the principle of nondiscrimination in employment. The parties believe that existing state and federal agencies adequately protect employees from discrimination and both parties will cooperate with these agencies in their activities.

ARTICLE 4
LABOR-MANAGEMENT COMMITTEE

Section 4.01 In the interest of sound employee relations, a joint committee of six (6) members, half of whom shall be from the OPBA, will convene from time to time for the purpose of discussing subjects of mutual concern. The purpose of this Committee will be to foster harmonious working relationships between the City and the Union so as to best carry out the purpose of this agreement. Meetings shall be held within a reasonable time after a request by either party, having regard for the seriousness of the issues involved.

Section 4.02. The Union will be notified of any change in organizational policy, written work rules, standard operating procedures, standard administrative procedures, and the like, prior to their implementation. This is to ensure that the Union has an opportunity to discuss these changes in a meeting of the Labor Management Committee.

ARTICLE 5
MANAGEMENT RIGHTS

Section 5.01. Except to the extent expressly abridged by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, all of its statutory rights to manage the operation of the Police Department. The sole and exclusive rights of management, which are not abridged by this Agreement, shall include (by way of example and not by way of limitation):

Such rights shall include but are not necessarily limited to the rights:

A. To develop, alter or abolish policies, practices, procedures, and rules to govern the operation of the Police Department and bring about discipline for just cause;

B. To determine work assignments and establish, alter or eliminate work schedules, locations or functions in accordance with municipal or departmental needs;

C. To transfer, promote or lay-off employees, or to terminate, demote, suspend or otherwise relieve employees from duty for just cause;

D. To recruit, select, and determine the number, qualifications and characteristics of officers required;

E. To establish basic and in-service training programs and requirements for upgrading of officers and employees;

F. To take such measures as the City or Police Administration may determine to be necessary for the orderly and efficient operation of the Police Department for the City; and

To the extent that the above rights are specifically limited by the provisions of this Agreement, alleged violations are subject to the grievance and arbitration procedure.

ARTICLE 6
GRIEVANCE PROCEDURE

Section 6.01. There shall be an earnest, honest effort to settle disputes and controversies promptly. The procedures of this Article shall serve as the means of settling all grievances. Nothing contained in this Article shall be deemed to prevent an Employee or Employees, through a single designated spokesperson for such group of Employees, from adjusting a timely filed grievance without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement while it remains in full force and effect and as long as the Union has the opportunity to be present, through its duly designated representative, at the adjustment of such grievance.

Section 6.02. A grievance is defined as a dispute between an Employee or the Union and the City involving the meaning, interpretation or application of a specific article of this Agreement, or the reasonableness of any work rules adopted by the City.

Section 6.03. The aggrieved Employee or Employees shall make an earnest and honest effort to settle the differences and disputes with their immediate supervisor without filing

a written grievance. In the event an agreement cannot be reached, subsequent steps shall be taken with respect to any grievance in accordance with the procedure described in this Article.

Step 1. Any grievance must be reduced to writing setting forth the act or acts complained of and what specific term of or provision of this agreement they violate and be presented by the Associate or Alternate to the Captain or his designee within seven working days after the employee has knowledge of the facts which give rise to the grievance, or with reasonable diligence should have acquired such knowledge. The Captain or designee shall respond in writing to the Associate or Alternate within seven (7) work days after receiving the grievance.

Step 2. If the grievance is not resolved at Step 1, the Associate or Alternate may file a written appeal to the Chief no later than seven (7) work days after the receipt of the Captain's response. The Chief may schedule a hearing in the matter if appropriate. The Chief shall have seven (7) work days from receipt of the grievance to submit a written response to the Associate or Alternate. Any grievance which involves the suspension or discharge of any employee will be initiated into the grievance procedure at the Step 2 level.

Step 3. If the grievance is not resolved at the second step, the Associate or Alternate may submit the grievance within ten (10) days of the receipt of the answer in Step 2 in writing to the City Manager, or his designee, for consideration. Within ten (10) work days of receipt of the grievance, the City Manager or his designee shall meet with the grievant and a representative of the OPBA and issue a written response to the Associate or Alternate no later than ten (10) work days from the date of the grievance meeting.

A copy of this response shall be provided to the grievant and the appropriate supervisors.

If the City fails to respond to a grievance at any step within the time limits set forth, the grievance will be moved automatically to the next step in the grievance or arbitration procedure. The time limits set forth in this Article may be extended by mutual agreement in writing. If no response of any kind is received from the City, forty-two days after the written grievance has been presented to the Captain or his designee plus the time involved in any written extensions, the grievance may be taken to arbitration pursuant to Section 6.04 Arbitration, below.

Section 6.04. Arbitration.

A. A grievance which has not been satisfactorily resolved during the grievance procedure may be submitted to arbitration pursuant to the procedures of the American Arbitration Association, provided the request is filed with the American Arbitration Association ("AAA") and with the office of the City Manager within fifteen (15) work days of receipt of the City Manager's Step 3 determination. The AAA will submit a list of arbitrators who maintain offices within the State of Ohio or within one hundred twenty-five (125) miles of Miamisburg, Ohio from which an arbitrator will be selected by the parties by the strike and ranking method of AAA rules, unless the OPBA and City agree otherwise.

B. A grievance not so appealed from the third step shall be considered resolved and the written determination of the City Manager shall be final and binding upon the aggrieved employee, the Union and the Municipality.

C. The Arbitrator shall take such evidence as in his judgment is appropriate for resolution of the dispute; however, he shall confine himself to the issue for arbitration and shall have no authority to determine any other issue not so

submitted and which is not directly essential to reaching a determination. The arbitrator's sole function shall be to interpret this agreement. The arbitrator shall not have any authority to change, amend, modify, or otherwise alter this Agreement, or any part thereof in any respect.

D. The Arbitrator shall have no power to recommend any right or relief for any period of time prior to the effective date of the current Agreement.

E. In those issues wherein the grievance relief involves back or lost wages covering a period of an employee's payroll separation due to suspension or discharge, the amount so awarded shall be less any unemployment compensation received by the aggrieved employee(s).

F. The fees and expenses of the Arbitrator shall be shared equally by the Union and Municipality.

G. Each party shall pay costs as to its own witness expenses.

H. If both parties request transcription, fees shall be equally shared by the Union and the City.

I. Associate/Alternates may not leave their jobs during working time to process grievances or pursue other duties in connection with their representation of the Union without prior permission from the Captain or the Chief, which permission shall not be withheld unreasonably.

ARTICLE 7
DUES DEDUCTION

Section 7.01. Dues Deduction. The Employer agrees to deduct from the wages of all bargaining unit employees, all OPBA membership dues uniformly required. Employees authorizing dues deduction shall submit an individual written authorization card bearing their signature. The OPBA will notify the Employer from time to time of the dues it charges.

Section 7.02. Bargaining Unit employees shall either become dues paying members of the OPBA or, remit to the OPBA monthly, through payroll deduction, a fair share fee in an amount not to exceed the monthly dues of a dues paying member and in accordance with the provisions of O.R.C. 4117.09c. This amount shall be deducted from the wages of all such nonmembers(s) of the OPBA and shall commence 60 days after initial employment in the bargaining unit.

Section 7.03. The OPBA agrees to indemnify and to save the Employer harmless from any action committed by an employee arising as a result of the deductions made under this Article.

Section 7.04. All dues and fair share fees collected shall be paid over by the Employer once each month and sent to the OPBA.

ARTICLE 8
UNION ACTIVITIES

Section 8.01. Subject to the provisions of this Article set forth below, the Union may select a maximum of one Associate and one Alternate to act in the absence of the Associate. The Associate and the Alternate shall be certified to the City in writing by the Union to represent such employees in connection with Union business.

Section 8.02. Negotiations. A bargaining committee not to exceed two members plus an alternate will be permitted to attend negotiations. The trading of shifts among the committee members and other officers, arranged by the committee, will be freely permitted to accomplish this purpose. The on-duty patrol Sergeant may not attend negotiation meetings without permission of the Chief.

ARTICLE 9
NO STRIKE-NO LOCKOUT

Section 9.01. During the life of this Agreement, the Union will not cause, authorize, permit, participate in, or condone any strike, slowdown, sitdown, or work stoppage.

Section 9.02. Any violation of Section 9.01 hereof by an Employee shall constitute cause for discipline of the Employee or Employees who participate therein.

Section 9.03. In the event of any violations of Section 9.01 hereof, the OPBA and Local Union officers will take whatever steps are necessary to terminate said strike, slowdown, work stoppage or other concerted activities which interrupt operations of the Employer.

Section 9.04. During the term of this Agreement, the City will engage in no lockout of employees covered by this Agreement.

ARTICLE 10
POLICIES AND PROCEDURES

Section 10.01. The City has the right to promulgate reasonable work rules, policies and procedures consistent with its charter authority to regulate employees in the performance of the City's police services and programs.

To the extent any work rules, policies and procedures have been or will become reduced to writing, every employee shall be provided copies of them.

Work rules, policies and procedures are to be interpreted and applied uniformly to all employees covered by this Agreement under similar circumstances.

Nothing herein shall be interpreted as a waiver by any member of his right to challenge the reasonableness, uniformity of application or interpretation of any such work rule, policy or directive, through the grievance procedure and arbitration, the Civil Service Commission, or appropriate legal action.

Section 10.02. Employees shall have the right to review their personnel files at reasonable times upon request, and to have placed in such files non-derogatory factual memoranda authored by the employee. Petitions shall be excluded from this Section.

ARTICLE 11
OVERTIME OPPORTUNITY

Section 11.01. Patrol Supervisor Manpower. A supervisor is defined as any sworn officer from the rank of Sergeant.

Step 1. Whenever a Patrol Supervisor absence occurs, the on-duty supervisor will be responsible for filling the supervisor vacancy. The Patrol Supervisor vacancy can be worked by the Chief of Police, Assistant Chief or by the CIS Sergeant or Staff Services Sergeant under extreme circumstances, if said vacancy occurs between the 0700 hrs and 1500 Monday through Friday and notice of the vacancy is given at least four (4) days in advance. Additionally, an Officer in Charge (OIC) may be offered supervisory overtime under certain conditions as outlined in Section 11.02.

Step 2. Upon learning of the vacancy, the on-duty supervisor will offer the overtime to all Sergeants on a rotating basis as listed in the Supervisor Overtime Offering Book. Overtime may be accepted in either four or eight hour blocks, but no employee may work more than twelve consecutive hours unless in emergency situations.

Step 3. Should the overtime still remain unfilled, then the Sergeant working the shift before and the Sergeant working the shift after will be ordered to work the unfilled overtime.

Step 4. If exigent circumstances exist that prevent one or both of the supervisors from being ordered to work the overtime, then a Sergeant on their day off will be ordered in reverse order of seniority.

Step 5. As a last resort, the C.I.S. Sergeant and/or the staff services Sergeant may be ordered to work any unfilled overtime, so long as it does not conflict with their normal work hours.

Section 11.02. The Chief of Police may designate Officers in Charge (OIC's), with input from the Sergeant's Union. Each Patrol Team Sergeant will designate one (1) Primary

OIC for his team, with the Chief's approval. Only one Primary OIC will be assigned to a patrol team/shift. Any other designated OIC's assigned to a team will be considered Alternates.

On teams that are self-relieving (example: existing 5 and 2 schedule), the Primary OIC may cover the Patrol Sergeant's regularly scheduled days off. If the Primary OIC cannot act in that capacity due to insufficient patrol staffing or, the Primary OIC is not working on the Sergeant's regularly scheduled day off, overtime will be offered to Sergeants. If all Sergeants decline the overtime and there is sufficient manpower to utilize the Primary or Alternate OIC on that team/shift, the Primary or Alternate OIC may act as the team/shift OIC.

In any case, if Sergeants have declined an overtime offering: a) The overtime may be offered to non-OIC Patrol Officers to allow (considering minimum staffing provisions) the Primary or Alternate OIC working on that team/shift to act in that capacity, b) If no Primary or Alternate OIC is working on the team/shift on that particular day, the overtime may be offered to the OIC's on a rotating list.

An OIC or non-OIC Patrol Officer will not be ordered to work overtime to accommodate a Sergeant vacancy unless extreme circumstances exist: no supervisory personnel available to work.

Section 11.03. Qualifications. Where the City determines that it is required, an employee with special qualifications may be assigned the overtime, and that overtime may be outside the employee's group. An employee who has already begun a task may be directed to complete that task during overtime hours. When the City determines that there is an emergency situation, or that there is any other operational necessity, the City may direct an employee to work overtime.

Section 11.04. Mistakes in assignment shall be corrected by offering the employee the next available opportunity after the mistake is discovered.

Section 11.05. Nothing precludes the City from determining whether it shall offer two 4-hour shifts, one 8-hour shift, or any other portion or portions of a shift to replace a missing employee.

ARTICLE 12
WAGES

The following wage schedule shall be in effect during the term of this Agreement:

Sergeant – 2015

No Degree

	Step A	Step B	Step C
Months	0-12	13-24	25+
Hourly	$35.409	$36.576	$37.744
Annually	$73,651.34	$76,078.45	$78,507.69

Associate's Degree*

	Step A	Step B	Step C
Months	0-12	13-24	25+
Hourly	$35.609	$36.776	$37.944
Annually	$74,066.72	$76,494.08	$78,923.52

Bachelor's Degree*

	Step A	Step B	Step C
Months	0-12	13-24	25+
Hourly	$35.709	$36.876	$38.044
Annually	$74,274.72	$76,702.08	$79,131.52

Master's Degree*

	Step A	Step B	Step C
Months	0-12	13-24	25+
Hourly	$35.809	$36.976	$38.144
Annually	$74,482.72	$76,910.08	$79,339.52

*Effective August 31, 2015.

Sergeant – 2016

No Degree

	Step A	Step B	Step C
Months	0-12	13-24	25+
Hourly	$36.294	$37.490	$38.688
Annually	$75,491.52	$77,979.20	$80,471.04

Associate's Degree

	Step A	Step B	Step C
Months	0-12	13-24	25+
Hourly	$36.494	$37.690	$38.888
Annually	$75,907.52	$78,395.20	$80,887.04

Bachelor's Degree

	Step A	Step B	Step C
Months	0-12	13-24	25+
Hourly	$36.594	$37.790	$38.988
Annually	$76,115.52	$78,603.20	$81,095.04

Master's Degree

	Step A	Step B	Step C
Months	0-12	13-24	25+
Hourly	$36.694	$37.890	$39.088
Annually	$76,323.52	$78,811.20	$81,303.04

Section 12.01. Employees will start at the minimum and will progress to the maximum at twelve (12) month intervals.

Section 12.02. Monthly work schedules shall be posted on appropriate bulletin boards at least ten (10) days prior to the effective date. Schedule changes, other than for unforeseen absences or other unforeseen circumstances, shall not be made without a 5-day written notice to the affected employees. A posted modified work schedule will be considered sufficient written notice.

Section 12.03. Upon the prior approval of the appropriate supervisor, employees may be allowed by mutual agreement between involved employees and supervisor to trade days off. Such request will not be denied unreasonably. Should this privilege result in positions not being covered consistent with such agreements, the City may withdraw it. Overtime will not be paid as a result of the trading of time under this Section.

Section 12.04. Employees shall be scheduled to work annually 2,080 hours. One and one-half times the regular rate shall be paid for hours worked in excess of the regularly scheduled work day and work-week. There shall be no pyramiding of overtime. The work week shall start at the beginning of the day shift on Monday of each week, and the work day shall start at the beginning of the assigned shift. The Union and the employees agree that there will be no attendance or scheduling abuse, particularly in view of the provision for daily overtime rates. In computing hours worked, each completed six (6) minute interval will be used for payroll purposes.

Section 12.05. Overtime Pay for Travel – Department Training. The City will continue to provide transportation or pay for mileage for all travel to and from training sites as authorized by the Chief of Police or his designee.

If any employee is assigned to attend training for more than one day, the Chief of Police or his designee shall determine if the employee should remain at the training site. If the City determines that the employee should stay at the training site (or nearby location), the City shall be responsible for room and board at a rate not to exceed guidelines as established by the City Manager for payment of same. When an employee is provided room and board, no overtime payment shall be paid.

An employee may choose to travel to and from the training site at his own expense and with no payment of overtime authorized, if the nature of the training does not require the employee's attendance on site during evening hours. The employee should give the City prior notice as to whether he is going to remain at the training site overnight or whether he will commute.

If the City determines that an employee should travel to and from the training site daily, overtime payment may be authorized for all time in excess of the actual training day, but not to exceed two (2) hours under normal circumstances.

Section 12.06. Wages for employees will be paid on a bi-weekly basis.

Section 12.07.

A. Educational incentive pay shall be paid to eligible employees as set forth below, effective August 31, 2015, provided the Employee provides satisfactory proof of degree status.

B. An employee who has received a degree from an accredited college or university shall be eligible to receive the following effective August 31, 2015:

A. Associate Degree - $0.20 per hour

B.	Baccalaureate Degree	-	$0.30 per hour
C.	Graduate Degree	-	$0.40 per hour

C. An employee who possesses more than one (1) of the eligible degrees set forth above, shall receive payment for only the highest eligible degree.

D. Effective upon the first pay period following the date of signing, eligible employees shall receive a one-time, lump-sum payment for educational incentive pro-rated for the period between January 1, 2015 and August 31, 2015 based on the prior educational incentive payment amounts of $400 for Associate Degree, $600 for Baccalaureate Degree, and $800 for Graduate Degree.

ARTICLE 13
HOLIDAY PAY

Section 13.01. The following shall be recognized holidays:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas

Three (3) personal business days shall be scheduled at the mutual convenience of the employee and the City. Employees shall give as much notice as possible, but no less than 24 hours notice of intent to schedule a personal business day. If 24 hours minimum notice is given, the City will not deny the request for a personal business day because it

would create an overtime situation. No more than one bargaining unit employee per shift will be permitted to take a personal business day.

Section 13.02. In order for an employee to receive his pay for the holiday, he must work his regularly scheduled day before and his regularly scheduled day after the holiday. Employees on vacation, sick leave with pay, injury leave with pay, or on leave of absence with pay shall be considered as working their regularly scheduled day for the purposes of this Section.

Section 13.03. Eligible employees who are not scheduled to work on a designated holiday shall be paid for eight (8) hours at applicable straight time. Eligible employees who work on a designated holiday shall receive time and one-half of his regular rate for all hours worked plus eight (8) hours of holiday pay.

Section 13.04. The City, by December 15 of each year, shall designate the official dates which will be recognized as the holiday dates for the coming year.

ARTICLE 14
VACATIONS

Section 14.01. Crediting of vacation will be done on a bi-weekly basis in accordance with the following schedule:

Completed Years	Total Entitlement in Any One Vacation Year	Credit/Pay
0-1*	72 hours (9 working days)	2.76 hours
After 1	80 hours (10 working days)	3.08 hours
After 4	88 hours (11 working days)	3.38 hours
After 5	136 hours (17 working days)	5.24 hours

After 7	144 hours (18 working days)	5.54 hours
After 10	152 hours (19 working days)	5.85 hours
After 15	160 hours (20 working days)	6.16 hours
After 20	192 hours (24 working days)	7.38 hours

*Probationary employees may not take vacation until 6 months after their appointment date.

Section 14.02. Vacations will be scheduled on a first come/first serve basis. Requests must be made at least 14 days in advance for vacations of more than five (5) days duration and seven (7) days in advance for vacations of five (5) days or less duration. No requests will be considered if made more than six months in advance. (The Chief may still grant any request at his discretion.)

If two or more employees simultaneously request vacation for the same time period, the employee with the most seniority will be granted the vacation request. (For purposes of the preceding sentence, requests are considered submitted simultaneously if submitted to the Captain during the same shift.) Employees working contiguous shifts may not be on vacation at the same time.

No employee may utilize paid leave of any type, other than sick leave, on a recognized Holiday or any day adjacent to that Holiday if ordered overtime will result.

Section 14.03. Accumulation rates change on anniversary date in accordance with the schedule contained in Section 1. If the anniversary falls on a Monday, Tuesday, Wednesday or Thursday, the new earning will be on payday. If it falls on Friday, Saturday or Sunday, it will be on the following paycheck. No prorated credit will occur on the change.

Section 14.04. Vacation credit may be accumulated to a maximum of two times the employee's current annual earning rate. Credit in excess of this maximum is eliminated from the employee's vacation leave balance.

Section 14.05. With the approval of a supervisor, employees may take vacations in a minimum of four (4) hour increments, restricted to the first four (4) or last four (4) hours of a shift.

ARTICLE 15
SICK LEAVE AND INJURY LEAVE

Section 15.01. Sick Leave. All employees shall accrue sick leave credits at the rate of one and one-fourth (1-1/4) work days per completed month of service and sick leave accrued, but not used or converted as hereinafter provided in any year, shall be cumulative without limit in succeeding years. Employees hired by the City after January 1, 1984 may not accumulate more than 1,500 hours of sick leave, provided however all members of the bargaining unit as of January 1, 1993 may continue to accumulate sick leave beyond 1,500 hours. Employees who are granted a leave of absence without pay for sick leave purposes shall continue to accrue sick leave, but not vacation or personal business leave at the regularly prescribed rate during such leave. Sick leave so accrued will not be available to employees until return from the leave. Employees on other types of leave without pay or on suspension will not accrue sick leave, vacation or personal business leave. Sick leave will be charged on the basis of actual time off.

Section 15.02. Injury Leave. Any employee of the bargaining unit who becomes unable to perform duties as assigned by the City due to a physical injury suffered in the discharge or performance of his official duties, as an employee of the City, shall receive his regular rate of pay less the amount of any compensation received by the employee from any other governmental unit or agency due to said disability during such period of

such disability, but in no case for a longer period than 120 calendar days. This 120 calendar day period shall include any/all reoccurrences of an existing condition.

Section 15.03. Types of Absences. An employee eligible for sick leave may be granted such leave with full normal pay when absent for the following reasons:

A. Personal illness or physical incapacity.

B. Illness of a member of employee's immediate family, requiring the employee's personal care and attendance, may be granted in accordance with the guidelines established.

C. Enforced quarantine of the employee in accordance with community health regulation.

D. Injury, on or off the job, resulting in physical incapacity.

If any employee is absent pursuant to the reasons set forth in (a) and (b) above on the day before, or the day after, his regularly scheduled two (2) days off, the employee must furnish a satisfactory, written signed statement to justify the use of sick leave, and if medical attention was required, a certificate from a licensed physician, before sick leave pay shall be paid. Falsification of either the statement or certificate is grounds for disciplinary action including discharge. In all cases, before pay for sick leave may be granted, the employee must fill out a sick leave form.

Section 15.04. Conversion of Credits

A. For Vacation. An employee may convert accrued sick leave over 90 days to vacation leave at the rate of one (1) day of vacation leave for every three (3) days of sick leave credit; provided, however, that no more than five (5) such vacation days thus obtained shall be taken in any one (1) year.

B. Retirement. An employee, retiring voluntarily and in good standing and having reached the years of service requirement specified by the Ohio Police and Fire Pension Fund who has accrued sick leave credits may convert such credits to his regular pay. This conversion shall be at the rate of one (1) day of pay for every two (2) days of sick leave credit. An employee having reached the normal service retirement requirements, defined as a minimum of twenty-five (25) years of service credit regardless of age, shall be eligible for the sick leave conversion upon ending his/her employment with the City.

C. Upon Death. In the event that an active employee should die, the City will pay the following to the deceased employee's beneficiary: (1) any sick leave which the employee has accumulated as of the time of death on the basis of one day's pay for each day's leave, (2) any accrued vacation credit, and (3) any accrued personal business days.

D. For conversion purposes, sick leave accrual shall be limited to 1,000 hours for employees hired after January 1, 1984 under Section B except for employees who are members of the bargaining unit as of January 1, 1993.

ARTICLE 16
INSURANCE

Section 16.01. Health. The City shall provide the same health insurance options enjoyed by the managerial (unclassified) employees of the City. The Employee share of the total premium shall be 10% effective January 1, 2015, which Employees shall pay through payroll deduction. Effective January 1, 2016, the Employee share of the total premium shall be 12%, which Employees shall pay through payroll deduction. For employees who wish to opt out of the insurance program, the City agrees to research and

consider such a program. If such an opt out program is generally available to other employees, such program will be made available to members of the bargaining unit on the same basis.

Section 16.02. The City shall provide for each employee under age 60 term life insurance in the amount of $30,000 and accidental death and dismemberment insurance in the amount of $30,000. Employees over age 60 will receive the life insurance and accidental death and dismemberment benefit if, and to the extent, provided by the insurance policies.

Section 16.03. Health and Hospitalization Insurance. The City will pay the health and hospitalization insurance cost of the employees who retire under the Police and Fire Pension Fund in good standing on the following basis:

A. One (1) year of such insurance premiums for each ten (10) years of full-time City service or part thereof.

B. The type of coverage for which premiums will be paid shall be as established by the Police and Fire Pension Fund at the time of retirement.

C. Retired employees, to be eligible for this benefit, must elect to be covered by the Ohio Police and Fire Pension Fund at the time of retirement.

D. The City will make regulations as to the method and time of making such payments.

E. The retiree benefit will not be available to employees who are promoted or appointed to the rank of Sergeant on or after January 1, 2005.

Section 16.04. The City will make every reasonable effort to provide professional liability insurance under the terms provided by the carrier of such insurance to a maximum of $500,000 per incident and $1,000,000 aggregate.

ARTICLE 17
UNIFORM ALLOWANCE

Section 17.01. The uniform allowance will be $650.00, effective January 1, 2005 and $750.00, effective January 1, 2006.

Section 17.02. The uniform allowance will be paid annually in January of each year.

Section 17.03. Employees who damage issued equipment, time pieces (maximum value $30.00) and flashlights (maximum value $75.00) in the line of duty should apply in writing to their Supervisor for reimbursement or replacement. Prescription eye wear and contact lenses may be replaced at the current cost to replace the same prescription and/or frames. Requests for the replacement of prescription eye wear and contact lenses shall not be unreasonably denied. The Captain will investigate the request and turn in an evaluation to the Chief. The Chief will then decide if a requisition or reimbursement shall be made. Each situation will be judged on a case-by-case basis. If the employee follows this procedure, the Chief will decide the matter and requisition a replacement of comparable value or repair (if the decision is favorable) within 15 days of the application.

Section 17.04. Employees must return all issued equipment and material equivalent in number to the initial issue when they terminate their employment with the City and also any uniforms that have been furnished to them by the City in order to receive their final payroll check.

Section 17.05. The City will furnish each new employee a complete uniform when he begins his duties with the City. If the City substantially changes specifications on uniforms, it will furnish the new uniform piece to each employee.

Section 17.06. In addition to the above clothing allowance, Sergeants serving in a non-patrol assignment will receive an additional $250 clothing allowance annually on the first pay date in January. Sergeants serving in a non-patrol assignment for part of a year will receive this additional allowance on a pro-rata basis.

ARTICLE 18
CALL-BACK AND CALL-IN PAY

Section 18.01. Reporting Pay. Any employee who reports for work at a scheduled starting time on a scheduled day, who has not been told not to report shall receive a minimum of three (3) hours pay.

Section 18.02. Call-Back. Any employee called back for work outside regularly scheduled hours shall either be paid for the actual hours worked if he has received continuous pay from the preceding shift or to a following shift, or shall receive a minimum of three (3) hours pay. Actual time worked in such cases shall be at the applicable hourly rate, and any payment made for time not actually worked shall be at straight time and shall not be counted in computing overtime pay. Employees who work at least three (3) hours are eligible to receive pay for travel time, up to one-half (1/2) hour, in addition to time actually worked.

Section 18.03. Court Appearances. When it is necessary for an employee of the bargaining unit to attend court as a part of his duties outside his regular hours, he shall notify the supervisor as soon as possible. The supervisor shall determine whether the employee is to remain on duty between the last preceding or next shift and the time of the

court appearance, in which case he shall be paid for only the additional hours at the applicable rate, or whether he shall go off duty and return for such court appearance, in which case the employee shall receive a minimum of three (3) hours pay at the rate of one and one-half (1-1/2) times the employee's regular rate of pay. Whenever an employee is required to appear during off-duty time before an official court or before the Prosecutor for pre-trial conferences on matters pertaining to or arising from the employee's official duties, the employee shall receive a minimum of three (3) hours pay at the employee's overtime rate of pay. If an employee appears before a court or Prosecutor for more than three (3) hours, such excess time shall be paid as overtime. Furthermore, if multiple off-duty day appearances on separate cases are required (one in the a.m. and one in the p.m.), two such minimum three (3) hour appearances will be awarded, provided at least one (1) hour and thirty (30) minutes of down-time exists between such appearances on such separate cases.

Section 18.04. Training When an employee is called back for training sessions, including meetings, outside his regular hours, he shall be paid continuous pay from his last shift or to his next shift, or shall be guaranteed a minimum of three (3) hours pay. Any payment for time not actually worked shall be at straight time and shall not be counted in computing overtime pay.

Section 18.05. In all guaranteed time under this Article, actual time worked shall be at the applicable rate, and the remaining hours shall be at straight time.

ARTICLE 19
MILITARY LEAVE

Section 19.01 All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their

respective duties, and to the difference between their regular rate of pay and their military base rates of pay for such time as they are in the military service on field training or active duties for periods not to exceed a total of thirty-one (31) calendar days in one (1) calendar year. Employees are required to submit to the Employer an order or statement from the appropriate military commander of evidence of such duty. There is not a requirement that the service be in one continuous period of time. The maximum number of hours for which payment will be made in any one (1) calendar year under this provision is 176 hours. Employees who are members of those components listed above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized military leave for the year. The leave will cover the official period of the emergency.

ARTICLE 20
OTHER BENEFITS

Section 20.01. Funeral Pay. In the event an employee is required to be absent on a regularly scheduled work day as a result of a death in his immediate family (parent, spouse, parent-in-law, step-parent, child, step-child, brother, sister, grandparent, grandchild, half brother, half sister, brothers-in-law, sisters-in law), he may be granted up to three (3) days leave with pay (not to exceed eight (8) hours per day) at his regular straight time pay for such time lost. Other relatives living in the employee's household shall be considered as immediate family. The City may require proof of death, relationship and necessity for absence. Bereavement pay of up to one (1) day's pay shall be paid for absence necessitated by death of the employee's spouse's grandparent.

Section 20.02. Election Day. Employees working overtime on election day shall be provided sufficient time to vote.

Section 20.03. Meal Allowance. The meal allowance is $6.00. When an employee works 12 consecutive hours of work, the employee will be paid a meal allowance and thereafter at five (5) hour intervals. The City may, at its discretion, fulfill the meal allowance by providing the meal itself at the work site.

ARTICLE 21
SENIORITY

Section 21.01. Shift preferences shall be offered on the basis of seniority. An Employee shall exercise this option no more than once per year.

Section 21.02. "Seniority" shall mean total length of continuous service with the Department of Police. Seniority shall be based upon the date of promotion. If promotion dates are the same, the seniority shall be based upon total length of continuous service with the Miamisburg Police Department.

ARTICLE 22
SUBSTANCE ABUSE

Section 22.01. Definition. The City, the Union, and every employee recognize illegal drug usage as a threat to the public welfare and to the employees of the department and therefore will cooperate fully to prevent and correct any actual or threatened drug substance abuse or alcohol problem. "Drugs" as used in this policy includes alcohol, illegal substances, and any other substance which causes or threatens to cause either an interference with City operations, a threat to the public welfare, or to other employees, or a violation of law.

It is the goal of this provision to prevent drug abuse or impairment on the job and to promote rehabilitation.

Section 22.02. Prohibition. At all times on the job employees are prohibited from using, selling, purchasing and possessing the following: alcohol, illegal drugs, look-alike, act-alikes, or any other substance which could alter motor or sensory functions in a human being, and all related paraphernalia except in the performance of their official duties as Police Officers in accordance with the provisions set forth in the Ohio Revised Code. Employees are prohibited from being impaired or under the influence of any of the above mentioned substances except for authorized police activity.

Possession of prescription drugs is permissible only if the following conditions are met:

A. the prescription drug is kept in the original bottle with the original label and both the employee's name and the prescribing doctor's name on it;
B. the drug was dispensed within 12 months;
C. written permission is submitted from the prescribing doctor which permits the employee to work while taking the indicated dosage of a drug which might affect job performance.

The City reserves the right to have a second physician at the City's expense determine whether the prescription drug might affect job performance.

Section 22.03. Reasonable Suspicion. Any test, except individuals randomly selected as set forth below, must be based on reasonable suspicion or belief of drug impairment or use. The City's reasonable suspicion of drug impairment on the job may be based upon, but is not limited to the following:

A. the employee's involvement in an accident or other incident which results in bodily damage or damage to property provided there is reasonable suspicion to believe that the employee was under the influence of drugs at the time;

B. excessive, unexplained absences;

C. confirmed reports that the employee uses or is under the influence of drugs while on duty;

D. the odor of drugs on the employee's breath;

E. unusual behavior such as slurred speech and/or unusual lack of coordination;

F. possession of drug/alcohol paraphernalia used in connection with drugs of abuse, except in the performance of his duties as a Police Officer.

When a supervisor has reason to believe that the employee has violated Section 22.02 of this Article, he must communicate his observations in writing and submit them to the Police Chief or his designee. The Assistant City Manager or his designee and Police Chief or designee shall jointly determine whether there is sufficient evidence to warrant a drug test. If the decision is made to require an employee to take a drug test, the employee will be relieved of duty upon notification of said test with pay.

Section 22.04. Random Selection. Test by random selection may be conducted by the City on the same basis as is required for CDL purposes under Federal law. The same procedures and protocols will be used as apply for testing City of Miamisburg CDL holders in other bargaining units if they differ from procedures and protocols set forth below. For purposes of random selection, Sergeants will be placed in the same pool as patrol/police officers.

Section 22.05. Testing. Prior to testing, the employee will be provided with the reason for the test request. The test will be conducted solely for administrative purposes only and the test results obtained will not be used in criminal proceedings unless required by judicial order. Under no circumstances may the results of the drug screening or testing be released to a third party for use in a criminal prosecution against the affected employee

unless required by judicial order. The following procedure shall not preclude the employer from other administrative action consistent with this policy.

All drug screening tests shall be conducted by medical laboratories accredited by the College of American Pathologists. The procedure utilized by the City and the testing laboratory will include chain of custody procedure and Mass Spectroscopy Confirmation or any superior test. Testing will be conducted in a manner to ensure that the employee's legal drug use does not affect the test results. The test results will be treated with the same confidentiality as other employee medical records. Information or results related to negative initial or confirmation tests shall not appear in the employee's personnel file.

All drug screening tests shall be given to employees to detect the use of drugs as defined by this provision. If the screening is positive, the employee shall be ordered to undergo a confirmation test, which shall be administered by a medical laboratory and accredited by the College of American Pathologists. A list of three laboratories shall be maintained by the City. Any lab on the list may conduct any testing directed by the City.

Section 22.06. Positive Test Results. A negative confirmation test will result in the entire test being considered negative. The employee will then be permitted to return to work unless other non-test related circumstances prohibit such return. A positive test for the purposes of alcohol shall be a blood-alcohol urine level of .05 or greater. If the confirmation test results are positive and not contradictory, the employee shall be deemed in violation of this Article and will be subject to Section 22.06 of this provision.

Section 22.07. Rehabilitation & Counseling. If all the screening and confirmation tests are positive, the City shall require the employee to participate in a rehabilitation or detoxification program. Any refusal to attend will be grounds for discipline up to and including discharge. An employee who participates in a rehabilitation or detoxification program shall first use sick leave, then vacation leave and finally personal business days

for the period of the program. If no such leave is available, the employee shall be placed on unpaid medical leave of absence for the period of the program. Upon the completion of the program and a re-test that demonstrates that an employee is no longer illegally using drugs, the employee shall return to duty in the position was held at the time of the rehabilitation leave.

The employee may be subject to periodic re-testing upon his return to work for a period of one (1) year from the date of his return to work. Any employee in the above mentioned rehabilitation and detoxification program will not lose any seniority or benefits.

If the employee chooses to seek professional counseling outside the Employee Assistance Program or the City's health insurance program, the rehabilitation expense shall be borne by the employee.

Within 45 days of entering the treatment program, the employee must provide satisfactory medical evidence that he has completed the program and is fit to return to work, and pass a drug test. This time limit may be extended by the Assistant City Manager if medical or scientific evidence indicate that a longer period of time is justified. However, no period longer than six (6) months from the date of the original positive test result will be permitted.

If the employee refuses to undergo rehabilitation, or if he fails to complete the program, or if he tests positive during a periodic testing within one (1) year after his return to work, such employee shall be subject to disciplinary action including discharge from his position. Except where otherwise provided herein, costs of all drug screening tests and confirmation tests shall be borne by the City.

"Periodic testing" as referred to in this Article shall mean not more than three (3) times during the year after completion of the rehabilitation or detoxification program. The City

may conduct periodic testing of an employee during this one (1) year period after completion of the program on a random basis, not to exceed the above three tests, and need not be based on any reasonable suspicion.

For the purposes of implementing the provisions of this Article, each employee shall not refuse to execute a medical release in order for the City to obtain the results of the drug test provided for in this Article. Except as otherwise provided by state or federal law with regard to communicable diseases, or without further authorization of the employee, the releases referred to in this Article shall authorize only the release of examination results and progress reports pertaining to the drug screening test results. No other medical finding may be released without the express written permission of the employee.

Section 22.08. Disciplinary Action. Employees who voluntarily admit to a drug problem or who fail a drug test will not be disciplined provided they follow the procedures outlined in this Article. Discharge may occur, however, if an employee is found to be in violation of the below items:

A. any employee who sells or traffics illegal drugs outside of his official duties;

B. any employee who upon reasonable suspicion by the City pursuant to Section 22.03 refuses to be tested for drugs;

C. any employee who has tested positive for drug use and refuses to seek or fails to complete rehabilitation or counseling that has been requested by the City;

D. any employee who has been found to have used drugs for a second time within a ten (10) year period;

E. any employee who fails to report their conviction for drug-related crimes per the Federal Drug Free Workplace Act for a second time.

ARTICLE 23

DISCIPLINARY PROCEDURES AND EMPLOYEE RIGHTS

Section 23.01. The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. Forms of disciplinary action shall include:

A. Counseling
B. Written Reprimand
C. Suspension without pay
D. Reduction in rank
E. Discharge.

Section 23.02. Before a supervisor conducts a disciplinary meeting with an employee wherein suspension, demotion or dismissal is likely to result, a pre-disciplinary hearing will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. Prior to the hearing, the employee shall be given written specifications of the charges, time and place of the hearing and the identity of the hearing officer. The supervisor shall give notice to the employee of his/her right to have an association representative or OPBA representative present, however, a disciplinary meeting or discipline will not be unreasonably delayed by the unavailability of a representative.

Prior to the pre-disciplinary hearing the employee may choose to:

A. Appear at the hearing to present oral or written statements in his defense.

B. Appear at the hearing and have an employee or non-employee representative of the OPBA present oral or written statements in his defense.

C. Elect in writing to waive the opportunity to have a disciplinary hearing.

At the disciplinary hearing, the hearing officer will ask the employee or his representative to respond to the allegations of misconduct which were outlined to the employee. At the hearing, the employee may present any relevant testimony, witnesses, or documents. The employee will be permitted to confront and cross examine witnesses called by the City on its behalf. The employee shall provide a list of witnesses, and the name and occupation of his/her representative, if any, to the City as far in advance as possible, but not later than eight (8) hours prior to the hearing. It is the employee's responsibility to notify his witnesses that he desires their attendance at the hearing.

A written report will be prepared by the hearing officer and will be made available to the employee within a reasonable period of time.

Section 23.03. Disciplinary action consisting of a suspension, demotion or termination may be appealed through Article 6 of the grievance procedure.

Section 23.04. Rights of Bargaining Unit Members While Under Investigation. When a bargaining unit member is under investigation and has a reasonable belief that answering the questions may result in disciplinary action, the following minimum standards shall apply:

A. The bargaining unit member under investigation shall be informed in writing of the nature of the investigation prior to any questioning.

B. The bargaining unit member under investigation shall be entitled to the presence of a non-employee representative, [or any other one (1) person of

the member's choice], at any questioning of the member, unless the member consents in writing to being questioned outside the presence of the non-employee representative. The non-employee representative may not interfere with the investigation or inhibit the investigation in any way.

C. A bargaining unit member who is brought before a disciplinary hearing shall be provided access to all transcriptions, records, written statements, written reports, audio and video tapes, except privileged statements of counsel, pertinent to the case that:

1. contain exculpatory information,
2. are intended to support any disciplinary action, or
3. are to be introduced in the disciplinary hearing.

Section 23.05. Employees will not be disciplined solely on the basis of a polygraph examination. However, admissions made during the polygraph process may be relied upon and may be admissible at arbitration or other hearings.

Section 23.06. Before a bargaining unit member may be charged with insubordination or like offenses for refusing to answer questions or participate in an investigation, he shall be advised that such conduct could be made the basis for a charge.

Section 23.07. When an anonymous complaint is made against a bargaining unit member on duty and when after investigation there is no corroborative evidence of any kind, then the complaints shall be classified as unfounded and the accused bargaining unit member shall not face disciplinary action of any kind.

Section 23.08. General Order 52.1, 52.2, and 52.3 as is in effect at the signing of this agreement and attached hereto shall be incorporated into this agreement. If any portion of the General Order is in conflict with this Agreement, the Agreement language shall

prevail. The City will give the Union notice of any proposed change in these General Orders and no change will be made until the Union has an opportunity to meet and discuss the changes.

Section 23.09. An employee who has been notified he is under administrative investigation shall be provided with status reports every 14 days. These reports shall contain the status of the investigation (open or closed), the progress of the investigation, any orders that the employee may be required to follow pursuant to the investigation and the results of any testing conducted.

Section 23.10. Contents of Personnel File. The City shall not insert any adverse material into the file of any bargaining unit member unless the member had an opportunity to review and comment in writing on the adverse material.

Section 23.11. Corrective Action Records. An employee who has no discipline of record for two (2) full years may apply for the removal of all written reprimands. An employee who has no discipline of record with respect to like or related offenses for five (5) years may apply for the removal of suspensions of five (5) days or less. This will be granted under normal circumstances. Where the division finds unusual circumstances justifying retention of such records, it will notify the employee of this, and of the reasons for it, in writing. If the employee disagrees with the City's decision, he may then appeal it through the grievance procedure, or avail himself of the rights described in Section 10.02 of this Agreement. Any records removed under this section shall not be counted as an offense in determining the appropriate step of progressive discipline.

Section 23.12. Only one (1) employee file may be maintained by the City or any of its departments. This file shall be referred to as an "Employee Personnel File" and shall be retained and maintained by the City Personnel Department. Any and all references to an employee's disciplinary records or performance records will be retained in this file only.

ARTICLE 24
SANCTITY OF AGREEMENT

Section 24.01. The terms of this Agreement shall be binding upon the City and may not be amended or altered by City ordinance or resolution. To the extent such ordinances or resolutions are in direct conflict with this Agreement, the provisions of this Agreement supersede them. The express provisions of this Agreement may be changed only by mutual agreement between the parties, reduced in writing, dated and signed by the City Manager, on behalf of the City, and, on behalf of the Union, by the Field Representative.

Section 24.02. This Agreement is subject to applicable federal and state laws, Civil Service rules and regulations, and municipal charter provisions, and shall be interpreted whenever possible so as to comply fully with such laws and provisions. A unilateral determination that a provision of this Agreement is invalid under the preceding sentence, shall not constitute a waiver by any other party of any rights to dispute (including by appropriate legal action) the correctness of such determination.

ARTICLE 25
LEGAL REFERENCES

Section 25.01. The terms of this Agreement shall be in conformance with applicable provisions of the Ohio State Law and Federal Statutes governing public sector collective bargaining.

If any provision of this Agreement is determined to be invalid by statute, administrative or judicial decision (provided the time for appeal of such decision has expired with no appeal having been made) such provision will be null and void but the remaining provisions of the contract shall continue in full force and effect.

The parties acknowledge that each had a full opportunity to bargain on any bargainable subject. Accordingly neither party is obligated to bargain on any provision within or without this contract during the life of the agreement.

ARTICLE 26
DURATION

Section 26.01. This Agreement shall be in effect from 12:00 A.M., January 1, 2015 until 11:59 P.M., December 31, 2016, for a period of two (2) years, and shall continue from year to year thereafter, unless either party gives written notice to the other, at least (60) days prior to the expiration date, of its intent to modify or terminate this Agreement.

IN WITNESS WHEREOF, the City and the Union have duly executed this Agreement, this 26th day of October, 2015.

For the City of Miamisburg, Ohio

Keith Johnson
City Manager

Dody Bruck
Assistant City Manager

John Sedlak
Police Chief

Kathy Weisgarber
Human Resources Director

Donald L. Crain
Frost Brown Todd LLC
Special Counsel

For the OPBA

Sgt. Jon Thompson, President
Bargaining Committee Member

Sgt. Bill Kelly
Bargaining Committee Member

Joseph M. Hegedus
OPBA Staff Representative

0057902.0621126 4842-1495-9385v9