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BY AND BETWEEN

THE CITY OF MT. HEALTHY

AND

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

Representing The Mt. Healthy Police Association

Police Officers

EXPIRES: December 31, 2017

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ARTICLE 1
AGREEMENT PURPOSE

Section 1.1. This Agreement, entered into by the City of Mt. Healthy, Ohio, hereinafter referred to as the "Employer", or the "City", and the Mt. Healthy Police Association representing the patrolmen, has as its purpose the following:

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

Section 1.2. 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 matter or subject not removed by law or regulation from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in the Agreement. The provisions of this Agreement constitute the entire Agreement between the parties, and all prior agreements, either oral or written, individual or collective, are hereby cancelled.

ARTICLE 2
SEVERABILITY

Section 2.1. The parties intend this Agreement to supersede and replace any state and local laws on the subjects covered by this Agreement. Where this Agreement makes no specification about a matter, the provisions of applicable law shall prevail. If by operation of law or by a court of competent jurisdiction it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

ARTICLE 3
RECOGNITION

Section 3.1. The Employer recognizes the Mt. Healthy Police Association as the sole and exclusive representative for all full-time employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board in case number 97-REP-03-0062, on October 3, 1997, as follows:

Included:	Patrol Officers
Excluded:	Chief, Sergeants and above, all other employees.

Section 3.2. The Employer will not recognize any other organization as the representative for any bargaining unit employee.

ARTICLE 4
MT. HEALTHY POLICE ASSOCIATION SECURITY

Section 4.1. The Employer agrees to deduct Mt. Healthy Police Association membership dues twice each month from the pay of any eligible employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee or his designee. Upon receipt of the authorization, the Employer will deduct Mt. Healthy Police Association dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer. The Employer will forward a check, for the aggregate of the dues deducted, to the Mt. Healthy Police Association's designated financial officer.

Section 4.2. The Employer shall be relieved from making such individual "check-off' deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check-off authorization; or (6) resignation by the employee from the Mt. Healthy Police Association.

Section 4.3. Any employee who voluntarily submits a dues check off authorization and who thereafter revokes such authorization, shall pay to the Mt. Healthy Police Association, through payroll deduction, a fair share fee for the duration of this Agreement. This fair share fee is automatic and does not require the employee to remain a member of the Mt. Healthy Police Association, nor shall the fair share fee exceed the dues paid by the members of the Mt. Healthy Police Association in the same bargaining unit. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of the cost of collective bargaining, contract administration, and pursuing matters directly affecting wages, hours, and other terms and conditions of employment of bargaining unit members. The Mt. Healthy Police Association shall certify the amount of fair share fee to the Employer in writing upon execution of the Agreement and during January of each calendar year. The Mt. Healthy Police Association shall prescribe a rebate and challenge procedure which complies with applicable state law.

Section 4.4. The Employer shall not be obligated to make dues deductions from any employee who, during any pay periods involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Mt. Healthy Police Association dues.

Section 4.5. The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Mt. Healthy Police Association dues. The Mt. Healthy Police Association hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deduction made by the Employer pursuant to this Article. Once the funds are remitted to the Mt. Healthy Police Association, their disposition thereafter shall be

the sole and exclusive obligation and responsibility of the Mt. Healthy Police Association.

ARTICLE 5
MT. HEALTHY POLICE ASSOCIATION REPRESENTATION

Section 5.1. Non-employee representatives of the Mt. Healthy Police Association shall be admitted to the Employer's facility for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the Mt. Healthy Police Association representative shall identify himself to the Employer or his designee and state the purpose of the visit.

The Employer or his designee shall facilitate (schedule) any necessary contact between the representative and an on duty bargaining unit member employee, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities.

Section 5.2. One (1) employee selected by the Association to act as Mt. Healthy Police Association representative for the purpose of processing and investigating grievances under the Grievance Procedure shall be known as the Associate. The Associate may have an alternate who shall act in his absence.

Section 5.3. No Association meetings or other Association activities shall take place during working hours without prior approval of the Chief of Police or his designee, provided that an Associate may discuss a grievance with an employee and/or his supervisor, for a reasonable period of time.

Section 5.4. The Mt. Healthy Police Association shall have reasonable access to meeting areas of the Employer at reasonable times and only so far as any Mt. Healthy Police Association meetings do not interfere with the Employer's business.

Section 5.5. Mt. Healthy Police Association Associate shall attend to the administration of this Agreement on a no loss/no gain basis.

Section 5.6. The Mt. Healthy Police Association Associate shall be granted release time of up to two (2) days annually to attend the State Convention/Seminar by being allowed to change his days off for that week to coincide with the appropriate dates or to take vacation or personal leave time.

Such release time must be requested in writing at least fourteen (14) days in advance. The Employer will not deny the release time except in the event of an emergency.

ARTICLE 6
BULLETIN BOARDS

Section 6.1. The Employer shall permit the Association to erect a bulletin board, provided that:

1. Such bulletin board shall be used for the posting of notices bearing the written approval of the Association Associate or an official representative of the Mt. Healthy Police Association, and shall be solely for Association business; and

2. No notice or other writing may contain anything political, controversial or critical of the Employer or any other institution or of any employee or other person; and

3. Upon request from an appropriate official of the Employer, the Mt. Healthy Police Association will immediately remove any notice or other writing that violates sub-paragraphs (1) and (2).

ARTICLE 7
NON-DISCRIMINATION

Section 7.1. Neither the Employer, it's agents, agencies, or officials, nor the Mt. Healthy Police Association or it's agents or officers shall discriminate against any employee on the basis of age, sex, race, color, religion, national origin, disability or ancestry of any person.

Section 7.2. The Employer and the Mt. Healthy Police Association agree not to interfere with the desire of any person to become or refrain from becoming a member of the Mt. Healthy Police Association.

Section 7.3. All references in this Agreement to the male gender shall be construed to be equally applicable to females.

ARTICLE 8
MANAGEMENT RIGHTS

Section 8.1. The Employer's exclusive rights include, but shall not be limited to the following, except as expressly limited by the terms set forth in this Agreement:

A. Determine matters of inherent managerial policy, which include, but are not limited to areas of discretion or policy such as functions and programs, standards of service, overall budget, use of technology and organization structure;

B. Direct, supervise, evaluate, or hire employees;

C. Maintain and improve efficiency and effectiveness of operations, and programs;

D. Determine the overall methods, process, means, or personnel by which operations are to be conducted;

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

F. Determine the adequacy of the work force;

G. Determine the overall mission of the Department as a unit of government;

H. Effectively manage the work force;

I. Take actions to carry out the mission of the Department as a governmental unit; and

Section 8.2. The Mt. Healthy Police Association recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the function of the Employer.

ARTICLE 9
PERSONNEL FILES

Section 9.1. Each employee may request to inspect his official personnel file maintained by the Employer. Inspection of the individual's personnel file shall be by scheduled appointment requested in writing or by phone call to the Employer. Appointments shall be during the regular scheduled work hours of the administrative staff of the Employer. An employee shall be entitled to have a representative of his choice accompany him during such review. Any employee may copy documents in his official personnel file.

Section 9.2. If an unfavorable statement or notation is in the official personnel file, the employee shall be given the right to place a statement of rebuttal or explanation in the file. No anonymous material of any type shall be included in the employee's official personnel file.

Section 9.3. To the extent permitted by law, the Employer shall not disclose any information contained within the personnel files.

1. If the Employer receives a public records request for the inspection of any information about an employee covered by this agreement contained within the files kept by the Employer, the Employer shall ascertain the identity of the person making such a request.

2. No information may be released until the Employer has provided the employee with a summary of the information about the employee that will be released and to whom it will be released. If the employee in question is satisfied the information being released does not place the officer or their family at risk of irreparable harm and the information being released is in compliance with current case law, the employee will agree with its immediate release.

Should the employee feel the information being released places the employee or their immediate family at risk of irreparable harm or does not comply with current case law, the following steps will apply:

a. The employee will have five (5) days after being notified in (2) above to file an objection to the release of information and/or to request an opportunity to be heard regarding such release.

b. If the employee requests a hearing on the release of his or her information, the Employer shall hold such hearing within a reasonable amount of time, and shall allow the employee the opportunity to be heard.

c. If, after the hearing, the Employer determines that disclosure of the requested information would not threaten the officer's and/or the officer's families' personal security, or said information is not otherwise protected from disclosure, the Employer will release the information requested.

Section 9.4. Records of suspensions shall cease to have force and shall be removed from the file thirty (30) months from the date of issuance, provided no intervening discipline has occurred. Records of written reprimands shall cease to have effect and shall be removed from the file eighteen (18) months from the date of issuance, provided no intervening discipline has occurred. A Letter of Counseling (verbal reprimand, date and time recorded) shall cease to have effect and shall be removed from the file six (6) months from the date of issuance, provided no intervening discipline has occurred.

ARTICLE 10
PROBATIONARY PERIOD

Section 10.1. Every newly hired employee shall be required to successfully complete a probationary period. The probationary period shall begin in the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) calendar year. A new hire probationary employee may be terminated at any time during his probationary period and shall have no right to appeal of the termination under this Agreement. In all non-disciplinary matters, the probationary employee is entitled to Association representation including the Grievance and Arbitration procedure.

Section 10.2. A promoted employee who fails to satisfactorily complete the promotional probationary period shall be returned to his original position with no loss of seniority.

ARTICLE 11
SENIORITY

Section 11.1. "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the City, as a regular full-time sworn officer. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

Section 11.2. Employees laid off shall retain their seniority for a period of twenty-four (24) months from the date of layoff.

Section 11.3. Employees shall have no seniority during their probationary period, but shall be granted seniority upon successful completion of the probationary period, calculated from the date of hire with the city.

ARTICLE 12
LAYOFF AND RECALL

Section 12.1. When the Employer determines that a long-term layoff or job abolishment is necessary, he shall notify the affected employees fourteen (14) days in advance of the effective date of layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible.

Section 12.2. In the event of any layoff all part-time personnel shall be laid off first in the inverse order seniority, with the least senior employee being laid off first. The full-time personnel shall then be laid off in the same inverse order.

Section 12.3. Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of recall. Any training required in this Section shall be at the Employer's expense and time.

Section 12.4. Notice of recall shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

Section 12.5. The laid off employee shall have five (5) calendar days following the date of receipt of the certified mail recall notice to notify the Employer of his intention to return to work, and shall have fourteen (14) calendar days following the date of receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice. An employee failing to notify the Employer of his intention to return within five (5)

days, or failing to report for duty within fourteen (14) days of notice shall be removed from the recall list and be deemed to have resigned.

Section 12.6. Laid off full-time employees shall have the right of first refusal to any part-time hours available before they are offered to part-time employees. However, laid off full-time employees shall not be required to accept part-time work.

Section 12.7. During the period of layoff of any full-time employee, part-time hours shall not exceed seventy five percent (75%) of the average monthly part-time hours worked in the twenty-four (24) months preceding the layoff. If the part-time hours exceed that figure, the laid off full-time employee must be recalled for a period of not less than sixty (60) calendar days.

ARTICLE 13
LABOR/MANAGEMENT MEETINGS

Section 13.1. In the interest of sound labor/management relations, once each quarter or as mutually agreed, the Employer and/or designee(s) shall meet with not more than two members of the bargaining unit, upon written request, for the purpose of:

1. To disseminate general information of interest to the parties;

2. To give the Mt. Healthy Police Association Representatives the opportunity to share the views of their members and/or suggestions on the subjects of interest to their members;

3. To discuss ways to improve efficiency and increase productivity within the Department;

4. To promote harmonious relations between the Employer and the Mt. Healthy Police Association in the best interest of the community; and

5. To discuss safety and health issues of the Department.

ARTICLE 14
GRIEVANCE PROCEDURE

Section 14.1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement.

Section 14.2. A grievance may be filed by any member of the bargaining unit. Where a group of bargaining unit members desires to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such a group shall process the grievance. Such a grievance shall be defined as a group grievance. The names of each

member, if practical on behalf of which the grievance is filed, shall be made available at the first hearing. Group grievances shall be presented in the first instance to the supervisor common to all employees in the group. The grievance procedure outlined in Section 14.6 shall be used throughout.

Section 14.3. All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step.

Time limits set forth herein may only be extended by a mutual agreement of the parties. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that affect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer or his designee within the stipulated time limits shall be considered to have been appealed to the next step in the grievance procedure.

Section 14.4. Written grievances must be filed on the form provided by the Mt. Healthy Police Association and shall contain, but not be limited to, the following information.

1. Date and time grievance occurred;

2. Description of incident giving rise to the grievance;

3. Articles and sections of the Agreement involved;

4. Relief requested; and

5. Signature of the employee.

Section 14.5. Disciplinary grievances involving suspension or discharge are to be appealed directly to Step 3 of the grievance procedure as specified in Section 14.6. All other grievances related to disciplinary action are to be filed at Step 1.

Section 14.6. The following steps shall be followed in the processing of a grievance.

Step 1 - Within seven (7) calendar days of the incident or knowledge of the incident, but in no case later than forty-five (45) from the actual fact, which gave rise to the grievance, the aggrieved employee shall notify in writing his grievance with his Sergeant, who shall investigate the matter and respond to the grievant within five (5) calendar days of the initial notification.

Step 2 - A grievance unresolved at Step 1 may be submitted by the grievant in writing to the Chief of Police within five (5) calendar days from receipt of the Step 1 answer. It shall be the responsibility of the Chief of Police to investigate the

matter, hold such hearings as necessary, and to provide a written response to the grievant within seven (7) calendar days of receipt of the grievance. The grievant may, at his option, be represented by a representative of the Mt. Healthy Police Association at any hearing or hearings held at this level.

Step 3 - A grievance unresolved at Step 2 may be submitted by the grievant to the Safety Director within seven (7) calendar days from receipt of the Step 2 answer. The Safety Director, within seven (7) calendar days of receipt of the grievance, shall schedule and hold a meeting with the grievant and his Mt. Healthy Police Association representative. The Safety Director shall issue his written response to the grievance within seven (7) calendar days of the meeting.

Grievances unresolved at Step 3 may be submitted to arbitration upon request of the Mt. Healthy Police Association in accordance with Section 14.7 of this Article.

Section 14.7. The Mt. Healthy Police Association, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the final answer on a grievance from Step 3, the Mt. Healthy Police Association shall notify the Employer, in writing of its intent to seek arbitration of an unresolved grievance.

The parties shall attempt to draft an agreed upon submission statement. If the parties are unable to agree upon a submission statement, the arbitrator shall frame the issue or issues to be decided.

The Employer's representative shall notify the Mt. Healthy Police Association of any question of arbitrability, and of its intent to raise the question at the arbitration hearing.

After receipt of a request to arbitrate, a representative of each party (Mt. Healthy Police Association and Employer) shall select an arbitrator in the following manner:

The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of seven (7) arbitrators from FMCS area # 15 (OHIO). The parties shall alternately strike the names of the arbitrators, with the Mt. Healthy Police Association striking first, until only one name remains. Either party may once reject the list and request from the FMCS another list of seven (7) names until a mutually agreed arbitrator is selected.

The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement, and shall be without power or authority to make any decision:

1. Contrary to, or inconsistent with, or modifying or varying in any way the terms of this Agreement or applicable laws;

2. Contrary to, or inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules or regulations, established by the Employer so long as such practice, policy, or regulations do not conflict with this Agreement.

The Arbitrator shall be without authority to recommend any right of relief on an alleged grievance occurring at any time other than the contract period in which such right originated or make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

The decision of the arbitrator shall be final and binding on the grievant, the Mt. Healthy Police Association, and the Employer. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.

The cost and fees of the arbitrator shall be borne equally by the parties. The expense of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one: such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during scheduled working hours on the day of the hearing. Any cancellation fee charged by the arbitrator shall be borne by the party (or parties) canceling the hearing.

Section 14.8. Disciplinary actions of Letter of Counseling and Written Reprimand may be appealed through the grievance procedure, but are not subject to the arbitration procedure.

ARTICLE 15
DISCIPLINE

Section 15.1. 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. The Employer may take disciplinary action for actions which occur while an employee is on duty, or which occur while an employee is working under the colors of the Employer, or in the instances where the employee's conduct reflects adversely upon the Employer. Forms of disciplinary action, but not necessarily the order of discipline, are:

1. Letter of Counseling (verbal reprimand, date and time recorded);

2. Written reprimand;

3. Suspension without pay; and

4. Discharge.

Section 15.2. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave or any other failure of good behavior or any other acts of misfeasance, malfeasance, or nonfeasance in office shall be cause for disciplinary action. Anonymous complaints with no corroborative evidence shall not be cause for disciplinary action.

Section 15.3. Except in instances wherein the employee is charged with serious misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct. Disciplinary penalties shall be appropriate to the severity of the offense, and as such the forms of discipline listed in Section 15.1 do not necessarily represent a systematic order to be followed in all instances.

Section 15.4. Anytime the Employer or any of his representatives has reason to discipline any employee, it shall be done in a manner that will not intentionally embarrass the employee before the other employees or the public.

Section 15.5. Whenever the Chief of Police or designee determines that an employee may be disciplined for cause (including all suspensions, reductions or termination), a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct. This provision does not apply to Letters of Counseling or Written Reprimands.

Section 15.6. No less than forty-eight (48) hours prior to the scheduled starting time of the conference, the Chief will provide to the employee and the Safety Director a written outline of the charges which may be the basis for disciplinary action. The employee must choose to: (1) appear at the conference to present an oral or written statement in his/her defense; (2) appear at the conference and have a chosen representative present an oral or written statement in defense of the employee; or (3) elect in writing to waive the opportunity to have a pre-disciplinary conference. The Safety Director, or his designee, shall conduct the pre-disciplinary conference.

Section 15.7. At the conference the employee may present any testimony, witnesses, or documents which explain whether or not the alleged conduct occurred. The employee may be represented by any person he or she chooses. The employee shall provide a list of witnesses to the Safety Director not later than twenty-four (24) hours prior to the pre-disciplinary conference.

Section 15.8. The employee or his representative will be permitted to confront and cross examine witnesses. A written report will be prepared by the Safety Director concluding as to whether or not the alleged conduct occurred, and

deciding what discipline, if any, is appropriate. A copy of this report will be provided to the employee within fifteen (15) days following the conference. Any disciplinary action ordered by the Safety Director shall commence not later than forty-five (45) days after issuance of the report.

Section 15.9. Any employee charged with or under indictment for a felony who is not disciplined or discharged by the Employer, may be placed on a leave of absence without pay until resolution of the court proceedings. An employee may use accrued but unused vacation time or holiday leave during the leave. An employee found guilty by the trial court of a felony shall be summarily discharged. Where the employee is found innocent of the charges the employee may be subject to discipline pursuant to the terms of this Article, but he shall be paid for all lost straight time hours and shall have any vacation time, compensation time or holiday leave used restored to his credit. The Employer shall continue to pay its share of the employee's insurance premiums during the unpaid leave of absence.

Section 15.10. Whenever the Employer or any of his representatives questions bargaining unit employees in reference to alleged or suspected misconduct, either in preliminary investigations or in pre-disciplinary conferences, the following conditions shall apply:

A. Employees being questioned as witnesses shall be so informed.

B. When an employee who is suspected of misconduct is questioned regarding such misconduct, he shall be apprised of the nature of the suspected misconduct as it is known at that time and his right to have the opportunity to have a Mt. Healthy Police Association representative or a representative of his choice present during the questioning.

C. Prior to questioning, the employees will be given their Miranda and/or Garrity Rights (including witnesses) and shall be informed that failure to respond truthfully may result in disciplinary action for insubordination or dishonesty.

D. With the consent of the parties involved, preliminary investigations may be tape recorded. Formal disciplinary conferences may be tape recorded by the Safety Director. The employee may also record the conference at his own expense.

E. Preliminary investigations and pre-disciplinary conferences shall be held either during an employee's scheduled working hours or at a time in reasonable proximity to his shift.

F. Questioning sessions shall be for reasonable periods and shall allow for personal necessities and rest periods, it being understood that there

shall be no period of continuous questioning exceeding one (1) hour without provision for a ten (10) minute rest break.

G. No employee shall be subjected to abusive language during questioning. No promise of reward shall be made as an inducement to answer questions.

Section 15.11. No employee shall be subject to disciplinary actions solely on the basis of results of a polygraph examination.

ARTICLE 16
DRUG/ALCOHOL TESTING

Section 16.1. Drug/alcohol testing may be conducted on employees upon reasonable suspicion. Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

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

2. A pattern of abnormal conduct or erratic behavior;

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

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

5. Evidence that an employee had tampered with a previous drug test; and

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

7. Post-accident testing will be conducted whenever an automobile accident occurs, regardless of whether there is an injury. An automobile accident is defined as an unplanned, unexpected or unintended motor vehicle crash that occurs during working hours that involves a City owned motor vehicle used in conducting City business, or is within the scope of employment that results in any of the following:

    a. A fatality of anyone involved in the accident;

b. Bodily injury to the employee and/or another person that requires off-site medical attention away from the City's place of employment;

c. Vehicular damage in apparent excess of one thousand dollars ($1,000.00); or

d. Non-vehicular damage in apparent excess of one thousand dollars ($1,000.00).

When such accident results in one of the situations listed above, any employee who operated the vehicle that contributed to the accident will be tested for drugs or alcohol use or both. Motor vehicle accidents that involve a City owned vehicle and an animal (deer, dog etc.) will not require testing regardless of monetary damage to the vehicle.

Section 16.2. Drug/alcohol testing shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. Under no circumstances may the results of drug/alcohol screening or testing be released to a third party for use in a criminal prosecution against the affected employee. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the initial testing results alone.

Section 16.3. All drug screening tests shall be conducted by medical laboratories meeting the standards of the National Institute of Drug Abuse and the National Institutes of Health. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article. The Employer's Medical Review Officer shall review all confirmed positive results from the laboratory.

Section 16.4. 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.

Section 16.5. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results to the Employer only. A representative for the bargaining unit shall have a right of access to the results upon request to the Employer, with the

employee's consent. Refusal to submit to the testing provided for under this Agreement shall be grounds for discipline.

Section 16.6. If a drug screening test is positive, a confirmatory test shall be conducted utilizing the samples collected in the manner prescribed above.

In the event the second test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this Article.

Section 16.7. If after the testing required above has produced a positive result the employee shall be permitted to participate in any rehabilitation or detoxification program covered by his insurance, or of his choice. Any discipline allowed by the positive findings provided for above shall be deferred pending successful rehabilitation of the employee within a reasonable period. An employee who participates in a rehabilitation or detoxification program shall be placed on medical leave of absence for the period of the rehabilitation or detoxification program. Prior to being placed on leave without pay, the employee may use any accrued vacation leave. Upon satisfactory completion of such program, as verified in writing by the treatment facility and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee shall be returned to his former position. Such employee may be subject to periodic retesting upon his return to his position for a period of eighteen (18) months from the date of his return to work. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay, for a period not to exceed ninety (90) days.

Section 16.8. If the employee refuses to undergo rehabilitation or detoxification or if he tests positive during a retesting after his return to work from such a program, the employee shall be subject to disciplinary action, including removal from his position and termination of his employment.

Section 16.9. Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense. The employee may request a third sample be taken at the time the initial sample is taken. This sample shall be tested in accordance with Section 16.3.

Section 16.10. The provisions of this Article shall not require the Employer to offer a rehabilitation/detoxification program to any employee more than once.

Section 16.11. An officer assigned to a drug unit who works specifically with scheduled drugs may be subject to random testing.

ARTICLE 17
PERFORMANCE EVALUATION

Section 17.1. All performance evaluation policies and procedures as established by the Employer shall be applied to bargaining unit employees in a consistent and equitable manner.

Section 17.2. When an employee has worked under the direction of more than one (1) primary supervisor during any evaluation period, the input of each primary supervisor shall be considered in the preparation of the performance evaluation.

Section 17.3. The results of any performance evaluation shall not be subject to the grievance procedure provided for in this Agreement. An employee may, however, utilize the internal review procedure.

ARTICLE 18
HOURS OF WORK AND OVERTIME

Section 18.1. The standard work period shall consist of eighty (80) hours per pay period. The standard work day shall consist of 8.00 hours. A 5 and 2 schedule shall be worked by Patrol Officers with a calendar period in which an employee shall work five (5) consecutive 8.00 hour days and shall be off two (2) consecutive days. The Parties recognize and agree two consecutive off days may not occur during the week of a shift change. Employees hired prior to September 1, 2013 off days for first shift shall be Sunday and Monday, the off days for second shift shall be Saturday and Sunday, and the off days for third shift shall be Friday and Saturday. The parties agree that this cannot be changed without a majority vote of the membership of the Mt. Healthy Police Association hired prior to September 1, 2013 and will not be taken for consideration of a fact finder or conciliator. Employees hired on or after September 1, 2013 off days shall be determined by the department in accordance with the requirements contained herein. Both parties agree that a minimum of 2080 hours per year shall be worked by the bargaining unit. Payroll shall be issued within one week after the conclusion of each pay period.

Shifts will be bid on and assigned by seniority every six months for those assigned to patrol duties. Shifts bids will occur by November 15 for January-June, and May15 for July-December in each year of the agreement. Members will be permitted to work a maximum of two shift bid cycles on any one shift.

Section 18.2. All hours worked in excess of an employee's work day, and all hours in active pay status (e.g., paid vacation, sick and funeral leave, comp time) in excess of an employee's standard work period shall be considered overtime and shall be compensated at one and one-half (1-1/2) times his regular straight time hourly rate of pay. There shall be no pyramiding of overtime for the same hours worked or for premium hours paid (i.e., court time, call-out, etc.). Overtime will be calculated in one-tenth hour (6 minute) increments.

Section 18.3. There shall normally be a sixteen (16) hour layover between scheduled shifts, except when shift rotation occurs. Overtime and court time are not considered part of the scheduled shift.

Section 18.4. Upon request of the employee, and with the prior approval of the Employer, an employee may work a scheduled day off in exchange for another day off to be scheduled within the same work period.

Section 18.5. With the prior approval of the Employer, an employee may exchange days off or work assignments with another employee. Such exchanges shall not effect the active pay status of either employee, except that an employee who works an exchange and is required to work overtime shall receive the overtime compensation.

Section 18.6. Work schedules shall be posted thirty (30) calendar days prior to their effective date. The Employer shall provide prior notice to employees of any schedule change. When shift rotation occurs, employees shall select their off-day groups from the off-day groups designated as available, based upon their seniority relative to the other employees on that shift assignment.

Section 18.7. Any employee who is required to attend court or pre-trial conferences on matters pertaining to his official duties shall receive a minimum of three (3) hours pay at the overtime rate for each such appearance unless the appearance abuts his regularly scheduled shift. If he is required to stay in attendance beyond three (3) hours, all such excess time shall be paid at the overtime rate. Employees required, or authorized by the Chief, to use his personal vehicle for such appearances shall be reimbursed for actual miles driven at the existing I.R.S. authorized rate. Any employee who calls in sick on a day they have attended court will be required to produce a Dr.'s note of a household member in order to receive the benefit contained in this section. If no Dr.'s note is produced, the employee will be paid for the appearance at the straight time rate of pay and counted as part of their normal work day and counted toward their normal shift.

Section 18.8. Any employee called out to work at a time outside his regularly scheduled shift, which call out does not abut his shift, shall receive a minimum of three (3) hours pay at the overtime rate, or overtime for the hours actually worked, whichever is greater.

Section 18.9. Employees may elect, in lieu of overtime pay, to accept compensatory time. Compensatory time shall be credited at the rate of one and one-half (1-1/2) hours off for each one (1) hour of overtime worked. Compensatory time may be accumulated by an employee, but only to a maximum of one hundred twenty (120) hours at any given time. In the event an employee accumulates one hundred twenty (120) hours of compensatory time, then any future overtime hours of work shall be compensated with overtime pay. The following rights and conditions shall exist as they pertain to compensatory time:

A. The election of overtime pay or compensatory time is solely the right of the employee, and he shall indicate his election when reporting the overtime worked;

B. Compensatory time shall be on an equitable basis consistent with the operational needs of the Department and subject to the approval of the Chief of Police. Compensatory time shall not be unreasonably denied;

C. The employees may offer to sell to the City their compensatory time balances (or any part of their balance). If the City chooses to buy the time, it will be purchased at the employees current rate of pay, and be capped at a maximum of eighty (80) hours per year. If the city denies an employee the option to buy back any or all of their compensatory time it will guarantee the employee the buyback will occur within 90 days of original request. The City will offer to buy back the compensatory time 2 times a year the 1st being in June and the 2nd being the end of the fiscal year. Any unused portion of the compensatory time will be carried over each year for a maximum of 120 hours;

D. Upon termination of employment, an employee will be paid for all accrued but unused compensatory time at this current rate of pay.

Section 18.10. Effective July 1, 2015, all officers will receive fifteen (15) minutes of compensation at the appropriate rate of pay for calls or text messages received during off duty hours.

1. Officers will be required to log calls/text messages received while off duty in accordance with the policy established by the Chief of Police.

2. Every call/texts or call/text series (e.g. series of calls required to fill a shift) will count for a minimum of fifteen (15) minutes or the actual amount of time to handle the situation, whichever is greater.

3. Employees may, at their discretion, take compensatory time for time earned under this section.

ARTICLE 19
WAGES

Section 19.1. Each step on the wage scale represents a completed year of service as a Police Officer with the City of Mt. Healthy. Employees will advance to the next succeeding step on their anniversary dates of hire.

1. Group A (employees hired before September 1, 2013) shall be paid the following:

A. Effective January 1, 2015, rates of pay for bargaining unit employees shall increase by 2.5% and shall be as follows.

	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	$20.8027	$23.9833	$26.1566	$28.2996	$30.2111
Annual	$43,269.61	$49,885.26	$54,405.72	$58,863.16	$62,839.08

B. Effective January 1, 2016, rates of pay for bargaining unit employees shall increase by 2.5% and shall be as follows.

	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	$21.3228	$24.5828	$26.8105	$29.0071	$30.9663
Annual	$44,351.42	$51,132.22	$55,765.84	$60,334.76	$64,409.90

C. Effective January 1, 2017, rates of pay for bargaining unit employees shall increase by 3% and shall be as follows.

	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	$21.9624	$25.3202	$27.6148	$29.8773	$31.8953
Annual	$45,681.79	$52,666.01	$57,438.78	$62,144.78	$66,342.22

2. Group B (employees hired on or after September 1, 2013) shall be paid the following:

A. Effective September 1, 2015, rates of pay for bargaining unit employees shall increase by 2.5% plus a 5% wage adjustment and shall be as follows.

	Step 1	Step 2
Hourly	$21.8174	$24.5996
Annual	$45,380.19	$51,167.16

B. Effective January 1, 2016, rates of pay for bargaining unit employees shall increase by 2.5% plus a 5% wage adjustment and shall be as follows.

	Step 1	Step 2
Hourly	$23.4538	$26.4445
Annual	$48,783.90	$55,005.60

C. Effective January 1, 2017, rates of pay for bargaining unit employees shall increase by 3% plus a 5% wage adjustment and shall be as follows:

	Step 1	Step 2
Hourly	$25.3301	$28.5600
Annual	$52,686.60	$59,404.80

Section 19.2. The Employer at its discretion reserves the right to place a new hire employee at Step 2 of the wage scale.

Section 19.3. Employees shall be paid bi-weekly. Longevity compensation shall be calculated at $50.00 a year starting after ten (10) years and shall be capped at $500.00 per year. Longevity shall be paid to employee upon anniversary date after notifying the Auditor in writing as to request.

Section 19.4. Double-Back Pay: Whenever there is less than sixteen (16) hours between an employee's regularly scheduled shifts, they shall be compensated, at their overtime rate, for all hours worked in the succeeding shift. Such compensation, or "Double-Back Pay", will be in the form of regular salary for the actual hours worked plus four and one-quarter (4-1/4) hours of overtime pay. Excluded from this provision are shift changes which result in details to training sessions, special details, court appearances, unscheduled overtime work and/ or voluntary shift changes made by the employee.

ARTICLE 20
INSURANCES

Section 20.1. The Employer shall make available to bargaining unit employees the same medical and hospitalization plans as are provided to non-bargaining unit employees of the City. Prior to any substantive changes in the existing benefit plan, the Employer shall form a Health Insurance Plan Committee, consisting of employees from all City work units. The FOP associate or his designee from this bargaining unit shall be a member of the committee. The purpose of the Committee is to study available options and make a recommendation to the Safety-Service Director. If substantive changes in the plan are recommended or become necessary, the Employer shall notify the FOP in advance of any changes and will meet with representatives of the FOP to negotiate the effect of those changes on the bargaining unit.

Section 20.2. The Employer will pay 100% of the cost of health care premiums for all employees' single policy. Employees electing to take an employee/spouse, employee/child(ren), or family plan shall pay 30% of the difference of the cost in premiums between a single plan and the plan that is chosen. In no event will bargaining unit members pay more for insurance than any other City employee.

Section 20.3. The City shall provide dental insurance for employees, paid in full by the City of Mt. Healthy.

Section 20.4. The Employer shall provide a group life insurance policy in the amount of $40,000 and AD&D at $40,000 for each bargaining unit employee.

Section 20.5. The Employer agrees to indemnify and defend any bargaining unit employee from actions arising out of the lawful performance of his official and/or assigned duties.

Section 20.6. In the event that an officer is killed in the line of duty, all the costs for the funeral are to be paid in full by the City of Mt. Healthy or through donations arranged for by the City for standard arraignments up to $10,000.00 with the City being able to raise that amount at their discretion, so all insurances may go directly to the aide of the officer's family.

Section 20.7. Employees who waive City provided insurance shall be eligible for $3,600.00 annually paid at a rate of $300.00 per month, paid and taxed in accordance with IRS rules. In order to receive this benefit, employees must submit proof of coverage through another source.

ARTICLE 21
HOLIDAYS

Section 21.1. Employees who have completed six (6) months of continuous service with the Employer shall be entitled to the following holidays at regular pay:

New Year's Day	Columbus Day
Martin Luther King, Jr. Day	Thanksgiving Day
Presidents Day	Thanksgiving Friday
Good Friday (2 day)	Christmas Eve (2 day)
Memorial Day	Christmas Day
Independence Day	New Years Eve (2 day)
Labor Day	

Section 21.2. The holidays listed in Section 1 are regular work days for bargaining unit employees. In lieu of actual observance of the holidays, each bargaining unit employee shall be credited, on January 1 of each agreement year, with ninety-two (92) hours of holiday compensatory time. Requests for holiday compensatory time off must be submitted in advance of the time requested, and shall be honored subject to the operational needs of the Police Department. Employees will also have the option to allow a maximum of five days of holiday time to carry over to the next year. Only a maximum of five (5) days will be allowed. Employees who quit or retire before the end of the year shall have a pro-rata adjustment of excess holiday time taken to the date of departure, and there shall be no pyramiding of holiday time. Employees may cash out up to ninety (90) hours of holiday compensatory time in a calendar year at their current rate of pay in lieu of taking the time off. Up to 30 hours may be cashed out during the pay cycle including April 1, August 1, and December 1 in each year of the contract.

Section 21.3. Bargaining unit employees required to work on Thanksgiving Day and/or Christmas Day shall be paid at the overtime rate for all hours worked on those days.

ARTICLE 22
VACATIONS

Section 22.1. Full-time bargaining unit employees shall be entitled to paid vacation leave according to their number of years of completed service with the Employer either in full-time or part-time status, as follows:

A. Twelve (12) months of service but less than eighty-four (84) months completed: 80 hours

B. Eighty-four (84) months of service but less than one hundred eighty (180) months completed: 120 hours

C. One hundred eighty (180) months of service but less than two hundred forty (240) months completed: 160 hours

D. Two hundred forty (240) months or more of service completed: 200 hours

Employees hired from other Ohio political subdivisions shall maintain their prior service time credit in accordance with state law.

Section 22.2. Vacation scheduling shall be on an equitable basis consistent with the operational needs of the Department and subject to the approval of the Chief of Police. Vacation requests shall not be unreasonably denied.

Section 22.3. Vacation leave must be taken within the year following its crediting, except that an employee may carry over up to forty (40) hours of vacation from vacation year to vacation year.

Section 22.4. Employees who separate from service with the Employer for any reason other than discharge shall be paid for any earned but unused vacation leave, prorated to the date of separation.

Section 22.5. If an employee is hospitalized while on vacation, the days of inpatient hospitalization will be charged to sick leave rather than vacation on request of the employee and submission of documentation of the hospitalization.

ARTICLE 23
SICK LEAVE

Section 23.1. Employees shall accrue sick leave credit at the rate of four and six-tenths (4.616) hours (.0577 hours per each hour in active pay status) for each eighty (80) hours of service exclusive of overtime, or while in active pay status

(e.g., during paid vacation, hours on holiday leave, hours on compensatory time, and sick leave). Sick leave credit shall not accrue during any unpaid leave or layoff, or while on paid occupational injury leave. Sick leave is accumulative without limit.

Section 23.2. An employee may request sick leave for the following reasons:

A. Illness or injury of the employee or a member of his immediate family, (in the case of a member of the family not living in the same household, the Employer may permit sick leave when he believes it is justified, but such cases will be carefully investigated);

B. Exposure of the employee to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others;

C. Death of a member of the employee's immediate family;

D. Medical, dental, or optical examinations or treatment of the employee or a member of his immediate family which cannot be scheduled during non-work hours;

E. Pregnancy related, childbirth and/or related medical conditions.

Section 23.3. For the use of sick leave under Section 23.2, paragraphs A, D and E above, "immediate family" is defined as mother, father, spouse, child (including step-children), or a legal guardian or other person who stands in the place of a parent (loco parentis). For use under paragraph C, the definition shall include brother, sister, grandparent, grandchild, and in-laws.

Section 23.4. Sick leave will be granted to attend to the needs of an ill or injured member of an employee's immediate family only when the attendance of the member is essential and there are no other family members available, or attendance is during serious medical procedures of grave illness.

Section 23.5. Employees absent on sick leave shall be paid at the same basic hourly rate as when they are working.

Section 23.6. An employee requesting sick leave shall inform his immediate supervisor or designee of the fact and reason, a minimum of one (1) hour prior to his scheduled starting time on each day of such absence, unless other arrangements with the employee's supervisor are made. When an employee returns to work following an absence, his supervisor may require such employee to furnish a satisfactory written statement to justify the use of sick leave. If absence due to illness exceeds three (3) consecutive working days, the Employer may require the employee to obtain a certificate from a physician stating the nature of the illness or injury to justify the use of sick leave.

Section 23.7. An employee with more than one (1) year of full-time service who exhausts his sick leave may use his accrued vacation for sick leave purposes. If the leave is for the employee to care for his own serious health condition, to care for his spouse, child or parent who has a serious health condition, or because of the birth, adoption or foster placement of a child, the employee shall be entitled to a Family and Medical Leave of up to twelve (12) weeks per year. The employee's available paid leave (sick and vacation) must be exhausted and is included in the twelve (12) week total. It is intended that this Section comply with the Family and Medical Leave Act of 1993 and that the parties shall take such actions as to ensure compliance.

Section 23.8. An employee who retires from active service with the Employer under the Police and Fire Disability Pension Fund with ten (10) or more years of service with the Employer shall be paid twenty-five percent (25%) of the value of the accrued but unused sick leave. Mental/Psychological disability retirements are excluded from this benefit. Payment shall be made based upon the employee's rate of pay at the time of retirement, and shall be made in three (3) equal annual installments, except that if the first payment would be for less than thirty (30) days, the employee will be paid for up to thirty (30) days in the first installment, with the balance in two (2) equal annual installments. Death of an eligible employee shall result in payment of the entitlement to the employee's spouse, designated beneficiary, or to his estate, upon application by the executor of the estate. Sick leave conversion is available only for sick leave earned with the City of Mt. Healthy.

ARTICLE 24
OCCUPATIONAL INJURY LEAVE

Section 24.1. An employee who suffers a service-connected injury or illness incurred in the course of and arising out of employment with the Employer shall be eligible for injury leave. Injury leave shall be available for three hundred sixty-five (365) calendar days from the date of injury. After three hundred sixty-five (365) calendar days the employee may utilize sick time or other approved leave of absence to supplement Workers' Compensation benefits.

Section 24.2. When an employee applies for injury leave with pay, he must execute an agreement assigning to the Employer any such pay from Workers' Compensation during the period of the paid leave, and all necessary forms to process the appropriate claims with the Ohio Bureau of Workers' Compensation. After approval of the injury leave by the Employer, the Employer will issue a check to the employee each pay period equivalent to the employee's base wage for a pay period.

Section 24.3. The Chief of Police has the right to review the employee's physical and mental status each thirty (30) days of absence in order to determine the member's ability to return to work. In the event of a difference of opinion as to the employee's mental or physical status between the employee's physician and the Employer's physician, the issue shall be submitted to a third physician

specializing in occupational medicine, whose decision regarding the ability of the employee to perform his regular duties, shall be final and binding on both parties. The services of the third physician shall be paid by the Employer. If the employee and the Employer are unable to agree upon such third physician, both the Employer's physician and the employee's physician shall together select such third physician.

Section 24.4. The three hundred sixty-five (365) calendar day injury leave is available for each distinct, separate injury or illness. Reoccurrence of the same injury/illness and/or follow-up medical treatment related to the original injury/illness shall be charged to the original three hundred sixty-five (365) calendar days.

Section 24.5. Employees on approved injury leave do not earn sick leave or vacation leave time during the leave.

Section 24.6. An employee who has been certified for return to work from injury leave or sick, but on a restricted activity basis, may be assigned to "light duty" (property room, paper work, etc.) at the discretion of the Police Chief for up to thirty (30) calendar days.

ARTICLE 25
COMMUNICABLE DISEASES

Section 25.1. Exposure to Blood Borne Pathogens (BBP) and Other Potentially Infectious Material (OPIM) is an inherent health hazard for all bargaining unit positions. The Employer shall provide Hepatitis B vaccinations to all employees at the Employer's expense. Employees shall have the opportunity to accept or not accept the vaccinations, and shall so indicate on forms provided by the Employer.

Employees exposed to tuberculosis (TB) shall be provided with TB tests at the Employer's expense. Employees who test positive for TB shall be provided with necessary medication at the Employer's expense to the extent such medication is not paid for under the health insurance plan.

ARTICLE 26
LEAVES OF ABSENCE

Section 26.1. Leaves without Pay - Employees may be granted the following types of unpaid leaves of absence:

A. Disability Leave

A physically or mentally incapacitated employee who has completed his probationary period may request a disability leave. A disability leave for a period not to exceed one (1) year may be granted when the disability continues

beyond accumulated sick leave rights provided the employee furnishes satisfactory medical proof of such disability along with his written request; and is:

1. Hospitalized or institutionalized;

2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or

3. Declared incapacitated for the performance of the duties of his position by a licensed physician designated by the Employer and the employee selected from a list of three (3) licensed physicians prepared by the Employer. It is the employee's responsibility to request a disability leave since such leave is not granted automatically when the employee's sick leave has expired.

When an employee is ready to return to work, he shall furnish a statement by a physician releasing the employee as able to return to work.

B. Employer Required Disability-Leave

The Employer may require an employee to be examined by a licensed physician designated by the Employer and the employee per paragraph (A) above, at the Employer's expense. An employee found to be unable to physically or mentally perform the essential functions of his position by such physician shall be placed on Disability Leave as described in paragraph (A) above.

C. Leave of Absence, Personal/Professional

The Employer may grant a leave of absence to any employee for a duration of up to one (1) year.

1. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.

2. The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, employees will advise the Employer sixty (60) days prior to commencement of the desired leave so that the various agency functions may proceed properly.

3. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any new hire replacement in the position while an employee in on leave will be terminated upon the reinstatement of the employee from leave. The terminated employee may be considered for other vacancies.

4. An employee may return to work before the scheduled expiration of leave as requested by the employee and agreed to by the Employer. If an employee fails to return to work at the expiration of an approved leave of absence he shall be removed from his position.

Such leaves of absence shall be approved at the discretion of the Employer and based on the needs of the agency. Such requests shall be administered in a non-discriminatory fashion and shall not be unreasonably denied.

Section 26.2. Leaves with Pay - Employees may be granted the following types of paid leave of absence:

A. Court Leave

The Employer shall grant full pay where an employee is summoned for any jury duty, or subpoenaed as a witness in a proceeding in which he has no personal interest and is outside the scope of his employment, by a court or other adjudicatory body as listed in this Article. All compensation for such duty must be reimbursed to the department unless such duty is performed totally outside of normal working hours. An employee released form jury or witness duty prior to the end of his scheduled work day shall report to work for the remaining hours. Employees will honor any subpoena issued to them, including those from Workers' Compensation, Unemployment compensation and State Employment Relations Board hearings. The Employer is not required to pay employees when appearing in court for criminal or civil, or administrative proceedings, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with a juvenile, or other personal interest, etc. There, absences would be leave without pay, or vacation at the discretion of the employee. An employee shall request prior approval for court leave, in order for such leave to be granted.

B. Military Leave

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 no 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 calendar year under this provision is one hundred seventy-six (176) hours. Employees who are members of those components listed in paragraph one 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 27
FUNERAL LEAVE

Section 27.1. An employee shall be entitled to a maximum of three (3) paid funeral leave days for death in the employee's family. For purposes of this policy, the family is defined as only: mother, father, sister, brother, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, stepfather, stepmother, stepbrother, stepsister, stepchild, or other person who stands in place of the employee's parents. Funeral leave days are not deducted from the employee's sick leave.

Section 27.2. An employee may use sick leave in addition to the paid funeral leave for the death of a family member where necessary to care for the needs of the family.

ARTICLE 28
UNIFORMS AND EQUIPMENT

Section 28.1. Each full-time employee who has completed one (1) year of service, including plainclothes officers, shall be provided a $700.00 annual uniform and equipment allowance to cover the costs of purchase, repair and/or maintenance of approved uniform and equipment articles and items. In January of each year the Chief of Police and the Mt. Healthy police association will agree on two (2) uniform suppliers. The Employer shall either pay uniform and equipment purchase orders directly or reimburse the employee for the cost of the approved items, up to the amount of the annual allowance. Any new, changed or additional uniform or equipment items required by the Employer shall be initially purchased by the Employer. The parties agree to prepare and keep current a list of approved items. Items not on the list may be purchased with the prior approval of the Safety Service Director. The Employer may from time to time freeze or limit spending; this may include the uniform allowance line item. If this occurs, any employee with a balance remaining in the uniform allowance will be permitted to rollover up to $200.00 of the remaining balance and have this added to the following year's annual allowance.

Section 28.2. All uniforms and equipment issued by the Employer are the property of the Employer and shall, upon termination of the employment, be returned to the Employer in condition issued, allowing for reasonable wear and tear, prior to the issuance of any final compensation to the employee. Any issued item which is lost by an employee shall either be replaced or paid for at current market value by the employee, at the option of the employee. The parties shall prepare and keep current a list of items exempt from this provision. Body armor will be replaced in accordance with manufacturers' recommendations and will be NIJ compliant. The City agrees to pay 100 percent of the replacement cost of each employee's body armor, not to exceed an actual cost to the City of

$700.00. All patrol officers are required to wear a bulletproof vest while working on duty for the Mt. Healthy Police Department.

Section 28.3. Upon retirement, the Employer shall offer to sell the retiring employee the duty weapon issued to him for the sum of $1.00. However, the employee's final annual earnings statement (Form W-2) shall include the fair market value of the weapon as untaxed income. Those who retire by way of a mental/psychological disability through the Police and Fire Pension Fund will be excluded from this offer.

Section 28.4. Shotguns: All officers assigned to patrol or investigative duties shall have a shotgun mounted in and readily available in their City provided vehicle while on duty with the City of Mt. Healthy.

ARTICLE 29
EXTRA-DUTY DETAILS/OUTSIDE EMPLOYMENT

Section 29.1. Employees must recognize that the Mt. Healthy Police Department is their primary Employer. No employee may accept employment with any other employer which is in conflict with his role as an employee of the Mt. Healthy Police Department as determined by the Chief of Police or his designee. The Chief of Police retains the right to approve law enforcement related extra-duty outside employment, including the right to regulate law enforcement related extra-duty employment by promulgating and enforcing rules as approved by the Chief of Police.

As far as practicable, all employees will be given an equal opportunity to work extra-duty details. Compensation for the detail will be determined by the Chief on a per detail basis. Compensation will generally be paid to the City, and included in the employee's paycheck following receipt by the City.

Section 29.2. Any employee accepting non-law enforcement related off-duty employment must notify the Employer or his designee of the nature of the work, and the hours he will be working, prior to beginning the work. The Employer or his designee will either approve the work or notify the employee of the reasons for denial. Such determination shall be made within a reasonable period of time. Approval for non-law enforcement related off-duty employment will be at the discretion of the Chief of Police but such approval shall not be unreasonably withheld.

Section 29.3. In addition to the rights set forth in Section 1 and 2 above, the Employer reserves the right to demand an employee reduce his non-law enforcement related off-duty employment work when his performance is diminished, or his attendance adversely affected.

Section 29.4. All extra-duty details within the City of Mt. Healthy shall be posted in a conspicuous location for a reasonable period of time. Members of the bargaining units shall have the first opportunity to fill all extra-duty details. If a

detail can not be filled within a reasonable time, it can be offered to other officers within, then outside the City of Mt. Healthy.

Section 29.5. Assignments & Specialized Positions. When the City determines a Specialized Position or Assignment is available to Mt. Healthy Officers (such as School Resource Officer), it shall be first offered to members of the Bargaining Unit.

ARTICLE 30
NO STRIKE/NO LOCKOUT

Section 30.1. The Employer and the Mt. Healthy Police Association recognize that a work stoppage of any kind would create a clear and present danger to the health and safety of the public, and that this Agreement provides machinery for the orderly resolution of grievances. Therefore the parties agree that:

A. During the term of this Agreement, the Mt. Healthy Police Association shall not, for any reason, authorize, cause, engage in, sanction, or assist in any strike, or any other concerted activity which would interrupt the operation or services of the Employer during the life of this Agreement.

B. During the life of this Agreement, the Employer shall not cause, permit or engage in any lockout of the bargaining unit employees.

Section 30.2. In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violated Section 30.1 (A) of this Article is/are subject to disciplinary action.

Section 30.3. In the event of any violation of Section 30.1(A) of this Article, the Mt. Healthy Police Association shall promptly do whatever it can to prevent or stop such unauthorized acts.

Section 30.4. Nothing in the Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 31
DETECTIVE POSITION

Section 31.1. Detective Position: The employer will establish one (1) position for a Detective. The employee assigned to the position of Detective will take part in a competitive exam for the position. The employee ranked number one as a result of the competitive exam will be assigned by the Chief of Police to the position. Any employee assigned by the Chief of Police to the position of Detective must complete a probationary period of six (6) months. An employee who satisfactorily completes the probationary period may thereafter only be removed from the position for cause as defined in Section 15.2 of this contract,

unless the position is eliminated through the layoff procedure. An employee that completes the probationary period shall thereafter be paid five percent (5%) above patrol officer rate of pay as contained in Article 19, Section 19.1.1 A, B and C. This increase will be phased in once the employee satisfactorily completes the afore mentioned probationary period. This position will also include an additional $100.00 per year to the amount established in Section 28.1 for clothing.

ARTICLE 32
OFFICER IN CHARGE / FIELD TRAINING PAY

Section 32.1. OIC: Any employee in the classification of Patrol Officer shall be, based on seniority as defined in Section 11.1 of this contract, the Officer-In-Charge to act in the place of a supervisor for two (2) or more hours of a shift shall receive an additional $0.95 per hour assigned.

Section 32.2. FTO: Patrol Officers acting as a Field Training Officer shall receive an additional $0.95 per hour for every hour worked in the Field Training Officer Capacity.

ARTICLE 33
TRAINING

Section 33.1. The city wishes employees to pursue professional development and training to provide for a well-rounded skill set for patrol officers. The city will provide yearly training that will be approved by the Chief of Police. The Safety Service Director will approve the expenditure for the training. It will be mandatory for patrol officers to be certified by the Mt. Healthy Fire Department in CPR and basic first aid and life saving skills. It is the city's intent to provide excellent public safety by offering $1,500 stipend to patrol officers who wish to become EMT-B certified. Certification must be kept current for two (2) full years before stipend will be issued.

Section 33.2. Any patrol officer who fails a training course that is essential to the function of a Mt. Healthy police officer (i.e. firearms qualification; CPR and basic first aid; any other training mandated by OPOTA to maintain certification) and mandated by the City of Mt. Healthy will be required to complete the training on their own time without compensation from the City.

ARTICLE 34
MISCELLANEOUS

Section 34.1. Any officer taking a promotional exam as of the date of this contract must have completed the three (3) years of continuous service as a full-time sworn officer and be free of any disciplinary action within the last calendar year.

ARTICLE 35
SCHOOL RESOURCE OFFICERS (SRO)

Section 35.1. The parties agree that the City of Mt. Healthy may, in its sole discretion, enter into an agreement with the school district to provide an officer to work in the capacity of school resource officer. Should this occur, the parties agree to the following.

A. A notice of the open position will be posted asking for interested bargaining unit members to put in a letter of interest in the position.

B. Only officers who have volunteered for the position will be considered. No bargaining unit member will be assigned to the position who has not requested to be considered. The City, in its sole discretion, will make the final decision of who is selected to serve in the position.

C. Officers who volunteer for the position will not be permitted to request a transfer back to patrol duties until they have been serving in the position for three years. This does not prevent the City to return the assigned officer back to patrol duties prior to three years, at its discretion.

D. Officers assigned to the SRO position will report to the Chief of Police or designee when school is not in session, during their regular work hours, for assignment. During extended breaks (lasting over two weeks) officers will be permitted to bid for their preferred shift in accordance with their seniority.

ARTICLE 36
DURATION

Section 36.1. Except as otherwise provided herein, this Agreement shall be effective from January 1, 2015 through and including December 31, 2017.

Section 36.2. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date of this Agreement. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

Section 36.3. The Parties agree that either party may re-open this Agreement for the sole purpose of negotiating a physical fitness program during the term of this Agreement. The Parties acknowledge that the Dispute Resolution Procedures under 4117 are available to the parties if impasse is reached in this limited re-opener.

SIGNATURE

In Witness Whereof, the parties have hereunto signed by their authorized representatives this 17 day of February, 2015.

Joseph T. Roetting
Mayor

Mark Scranton, FOP/OLC, Inc.
Staff Representative

William Kocher
Safety Service Director

~~Joseph Powell~~ Christopher Jones
Bargaining Team Member

Approved to form:

Stephen Wolf
Director of Law