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**AGREEMENT BY AND BETWEEN**

**THE CITY OF TIPP CITY, OHIO  
AND  
THE TIPP CITY POLICE OFFICER'S GROUP  
FRATERNAL ORDER OF POLICE OF OHIO,  
OHIO LABOR COUNCIL, INC.**

**POLICE OFFICERS  
AND  
SERGEANTS**

**Effective through April 20, 2018**

**2014-MED-01-0012  
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**ARTICLE 1**  
**PURPOSE**

**Section 1.1.** This Agreement sets forth the agreement between the City of Tipp City, Ohio, hereinafter referred to as the "Employer," and the Tipp City Police Officers and Sergeants, and the Fraternal Order of Police, Ohio Labor Council, Inc.," hereinafter referred to as the "FOP/OLC" which represents employees of the Tipp City Police Department as specified herein, and has as its purpose the following:

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

**ARTICLE 2**  
**FOP/OLC RECOGNITION**

**Section 2.1.** The Employer recognizes the FOP/OLC as the sole and exclusive representative for all employees of the Employer in the bargaining unit. The Employer has recognized the FOP/OLC by tradition, custom, practices, negotiation, and by ordinance. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those full-time employees of the Employer who have completed the first sixty (60) days of their initial probationary period (one [1] year) in the classification of Police Officer and those full-time employees of the Employer in the classification of Police Sergeant.

**Section 2.2.** The Employer shall not recognize any other employee organization as the representative for any employees within the bargaining unit.

**Section 2.3.** All positions and classifications not specifically established as being included in the bargaining unit, and all management level, confidential, professional, seasonal and casual employees as defined in the Ohio Revised Code shall be excluded from the bargaining unit.

**ARTICLE 3**  
**DUES DEDUCTION/FAIR SHARE FEE**

**Section 3.1.** In accordance with this article, the Employer agrees to deduct Union membership dues, initiation fees, and assessments twice each month from the wages of bargaining unit employees who authorize and direct such deductions by individually and voluntarily signing a written payroll deduction authorization form.

**Section 3.2.** The payroll deduction authorization form must be presented to the Employer by the employee or the Union. Upon receipt thereof, the Employer will deduct such Union dues, initiation fees, and assessments from the employee's payroll check during the next pay period in which such deductions would normally be made following the pay period in which the authorization was received by the Employer.

**Section 3.3.** As a condition of employment, sixty (60) days following the beginning of employment, or upon the effective date of this labor Agreement, whichever is later, employees in

the bargaining unit who are not members of the FOP, including employees who resign from membership in the FOP after the effective date of this labor Agreement, shall pay to the FOP, through payroll deduction, a fair share fee. The fair share fee is automatic and does not require the written authorization of the employee. This provision shall not require any employee to become or remain a member of the FOP, nor shall the fair share fee exceed the dues paid by members of the FOP in the same bargaining unit. The FOP is responsible for annually certifying to the Employer the amount of the fair share fee. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of the cost of collective bargaining, contract administration, and pursuing matters directly affecting wages, hours, and other terms and conditions of employment of bargaining unit members. The FOP shall prescribe a rebate and challenge procedure which complies with O.R.C. Section 4117.09(C) and federal law. The FOP agrees to abide by all rules and decisions of the State Employment Relations Board in regard to the fair share fee deductions. The FOP further certifies that its fair share fee conforms to all state and federal statutory and common laws.

**Section 3.4.** The Employer shall be relieved from making payroll deductions for Union membership dues, fair share fees, initiation fees, and assessments upon an employee's: (1) termination of employment; (2) transfer or promotion to a position not included in the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; or (5) failure, during any dues month involved, to earn sufficient wages to permit the Employer to make all legally required deductions in addition to the deduction for Union membership dues, fair share fees, initiation fees, or assessments.

**Section 3.5.** Neither the employee, nor the Union, shall have a claim against the Employer for alleged errors in making payroll deductions, unless a written claim of error is made to the Employer not later than sixty (60) calendar days after the date upon which the error is alleged to have occurred. If an error is in fact made, it will be corrected by deducting the proper amount in the next succeeding pay period in which Union dues or fair share fees are normally deducted.

**Section 3.6.** The monthly rate at which Union membership dues and fair share fees are to be deducted shall be certified to the Employer by the secretary/treasurer of the Union within thirty (30) consecutive calendar days after this Agreement is executed and in January of each year during the term hereof. The Employer shall be given at least thirty (30) calendar days advance notice by the secretary/treasurer of the Union before being required to make any changes in an employee's Union membership dues or fair share fee deduction or being required to deduct any initiation fees or assessments.

**Section 3.7.** The parties agree that the Employer neither has, nor assumes, any obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union membership dues, fair share fees, initiation fees, or assessments. The Union further agrees to indemnify and hold the Employer and its officials, representatives, and agents harmless against and from any and all claims, demands, suits, actions, proceedings, and any liability including, but not necessarily limited to, damages, awards, fines, wages, judgments, interest, court costs, and attorney fees, which may arise by reason of or result from the operation of this article and/or any action taken or omitted by the Employer in attempting to comply with the provisions of this article. The FOP assumes all liability arising from the implementation of this

article and assumes all costs in defense against claims arising from the implementation of this article.

**Section 3.8.** Union membership dues, fair share fees, initiation fees, and assessments shall be remitted to the secretary/treasurer of the FOP/OLC. After the Employer's remittance of such payroll deductions to the Union, the disposition of such monies shall thereafter be the sole and exclusive obligation and responsibility of the Union.

#### **ARTICLE 4**

#### **FOP/OLC REPRESENTATION**

**Section 4.1.** The Employer shall recognize three (3) employees and one (1) alternate designated by the FOP/OLC to act as FOP/OLC representatives for the purposes of representation as outlined under this Agreement. No employee shall be recognized by the Employer as a FOP/OLC representative until the FOP/OLC has presented the Employer with written certification of that person's selection. No matters which materially alter the terms of this Agreement may be executed by said designees under this provision.

**Section 4.2.** The investigation and writing of grievances shall be on non-work time unless otherwise permitted by the supervisor, or when the writing of a grievance can be performed in a patrol car without hindering normal patrol duties. If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing.

**Section 4.3.** Rules governing the activity of FOP/OLC representatives are as follows:

1. The FOP/OLC agrees that no official of the FOP/OLC shall interfere, interrupt, or disrupt the normal work duties of other employees. The FOP/OLC further agrees not to conduct FOP/OLC business during working hours except to the extent specifically authorized.
2. The FOP/OLC shall not conduct FOP/OLC activities in any work area(s) within the confines of the municipal building without notifying the supervisor(s) in charge of that area(s) of the nature of the FOP/OLC activity.
3. The FOP/OLC employee official shall cease unauthorized activities immediately upon the request of the supervisor of the area where the unauthorized activity is being conducted or upon the request of the employee's immediate supervisor.

**Section 4.4.** In the interest of sound labor/management relations, with five (5) days advance notice by either party, the Employer and/or his designee shall meet with not more than three (3) representatives of the FOP/OLC to discuss pending problems and to promote a more harmonious labor/management relationship.

**Section 4.5.** An agenda will be furnished by the party requesting the meeting at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting. The FOP/OLC shall furnish the names of those FOP/OLC representatives who will be attending. The purpose of such meeting shall be to:

1. Discuss the administration of this Agreement;
2. Notify the FOP/OLC of personnel changes by the Employer which affect bargaining unit members of the FOP/OLC;
3. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
4. Disseminate general information of interest to the parties;
5. Discuss ways to increase productivity and improve efficiency;
6. To consider and discuss health and safety matters relating to employees;
7. Discuss with the FOP/OLC proposed changes made by the Employer which affect wages, hours, terms, and other conditions of employment of bargaining unit members;
8. Consider recommendations for changes from the Employer or the FOP/OLC in policies, operating procedures, rules and or regulations.

**Section 4.6.** It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

**Section 4.7.** If labor/management meetings are scheduled during a representative's regular duty hours, the representative(s) shall not suffer any loss of pay while attending the meeting.

**Section 4.8.** The Employer shall provide a designated space for the FOP/OLC to install a bulletin board for the exclusive use of the FOP/OLC. No material may be posted on the FOP/OLC bulletin board at any time which contains the following:

- A. Personal attacks upon any employee or official of the City;
- B. Scandalous, scurrilous, or derogatory attacks upon any employee or official of the City;
- C. Attacks on any other employee organization; or
- D. Attacks on and/or favorable comments regarding a candidate for public office.

Any item posted in violation of this section shall be promptly removed by an FOP/OLC representative upon request of the Employer.

## **ARTICLE 5** **NONDISCRIMINATION**

**Section 5.1.** The Employer will not interfere with, restrain, or coerce the employees covered by this Agreement because of membership in or participation in any legal activity on behalf of the FOP/OLC. The Employer will not discriminate in respect to tenure of employment or condition

of employment against any employee covered by this Agreement because of membership in or participation in any legal activity on behalf of the FOP/OLC.

**Section 5.2.** The FOP/OLC agrees not to interfere with the rights of employees to not become members of the FOP/OLC, and there shall be no disparate treatment, restraint, or coercion by the FOP/OLC or its representatives against any employee exercising the right to abstain from membership in the FOP/OLC or involvement in FOP/OLC activities.

**Section 5.3.** The Employer and the Labor Council agree not to unlawfully discriminate against any bargaining unit employee with respect to compensation, or terms or conditions of employment, because of such individual's race, color, religion, sex, age, national origin, military status, disability, veteran status, genetic information, or ancestry of any person.

**Section 5.4.** All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

## **ARTICLE 6**

### **MANAGEMENT RIGHTS**

**Section 6.1.** The Employer possesses the sole right to operate the Department and all management rights repose in it. The Employer's exclusive rights shall include, but shall not be limited to, the following, except as limited by the terms and conditions 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 of the Department, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the 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;
- F. Determine the adequacy of the work force;
- G. Determine the 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.

**Section 6.2.** The FOP/OLC 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 7**  
**PROBATIONARY PERIODS**

**Section 7.1.** Every newly-hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of twelve (12) months. A newly-hired probationary employee may be terminated anytime during the probationary period and shall have no right to the grievance procedure. Should a newly-hired employee be placed on a modified duty assignment during the employee's initial probationary period, then his/her probationary period shall be extended by the length of time the employee spent on modified duty.

**ARTICLE 8**  
**GRIEVANCE PROCEDURE**

**Section 8.1.** 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. It is not intended that the grievance procedure be used to effect changes in the articles of this Agreement or those matters which are controlled by the provisions of federal and/or state laws and/or by the United States or Ohio State Constitution. "Day(s)" as used in this article shall not include Saturdays, Sundays, or holidays unless calendar days are specified.

**Section 8.2.** All grievances must be presented at the proper step and time in progression, in order to be considered at the next step, unless otherwise mutually agreed by the parties.

The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

Any grievance not answered by the Employer's representatives within the stipulated time limits shall be advanced to the next step, up to and including Step 3 of the grievance procedure. Time limits set forth herein may only be extended by mutual agreement.

**Section 8.3.** A grievance must be submitted to the grievance procedure within seven (7) calendar days after the grievant knows or should have known the facts giving rise to the grievance, otherwise it will be considered not to have existed.

**Section 8.4.** All written grievances must contain the following information to be considered:

1. Aggrieved employee's name and signature;
2. Date grievance was first discussed;
3. Date grievance was filed in writing;
4. Name of supervisor with whom grievance was discussed;
5. Date and time grievance occurred;

6. Where grievance occurred;
7. Description of incident giving rise to the grievance;
8. Articles and sections of the agreement violated; and
9. Desired remedy to resolve grievance.

**Section 8.5.** The following steps shall be followed in the process of a formal grievance:

**Step 1:** There shall be an earnest, honest effort to settle disputes and controversies promptly through oral discussions between the employee and his/her immediate supervisor. Any matter which cannot be resolved through these discussions and which meets the definition of a grievance as herein defined, may be submitted through the formal grievance procedure. This discussion must occur within the time limits set forth in Section 8.3.

**Step 2:** The grievance must be submitted in writing to the Police Chief or his designee within seven (7) calendar days following the Step 1 meeting. The Police Chief or his designated representative shall hold a hearing within seven (7) calendar days of receipt of the grievance unless waived by the grievant, with the aggrieved and, at the option of the aggrieved, a representative of the FOP/OLC. The Police Chief or his designated representative shall respond in writing to the aggrieved within seven (7) calendar days following the hearing if one is held, or seven (7) calendar days following receipt of the grievance if a hearing is not held.

**Step 3:** If the grievance is not resolved in Step 2, it may then be appealed by the grievant to the City Manager, within seven (7) calendar days following receipt of the Step 2 answer. The City Manager and/or his designated representative shall hold a hearing within seven (7) calendar days of receipt of the grievance unless waived by the grievant, with the aggrieved and, at the option of the aggrieved, a representative of the FOP/OLC. The City Manager or his designated representative shall respond in writing to the aggrieved within seven (7) calendar days of the hearing if one is held, or seven (7) calendar days following the receipt of the grievance if a hearing is not held.

**Step 4:** **Arbitration.** If the grievance is not satisfactorily resolved at Step 3, it may be submitted to Arbitration upon request of the FOP/OLC in accordance with this section of this article.

The FOP/OLC, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within ten (10) calendar days from the date of final answer on such grievance under Step 3 in the grievance procedure, the FOP/OLC shall notify the Employer of its intent to seek arbitration over an unadjusted grievance. The representatives of the parties (the FOP/OLC and the Employer) shall, within thirty (30) calendar days after notification of a request to arbitrate, begin the selection procedures outlined below. The FOP/OLC may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the

arbitrator due to canceling prior to the hearing shall be paid by the party canceling the arbitration. Any grievance not submitted within the ten (10) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer's representatives.

- A. After receipt of a request to arbitrate, a representative of each of the parties (the FOP/OLC and the Employer) shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner: the Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of fifteen (15) arbitrators from Ohio. The party requesting arbitration will be responsible for paying the initial panel fee. The parties shall alternately strike the names of the arbitrators until only one (1) name remains. Each party may once reject the remaining name and request from FMCS another list of fifteen (15) names.

The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of specific articles in this Agreement. He may not modify or amend the Agreement.

- B. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.
- C. The decision of the arbitrator in all matters shall be final and binding. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument.
- D. The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, if any, or the hearing room, shall be borne equally by the parties. The expenses 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 hearing shall not lose any pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

**Section 8.6.** When an employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate FOP/OLC representative will be notified of his right to be present at the adjustment.

**Section 8.7.** The FOP/OLC shall use a grievance form which shall provide the information outlined in Section 8.4. The FOP/OLC shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms.

**Section 8.8.** Disciplinary actions of verbal warning (record of instruction and cautioning) and/or written reprimand, taken by the Employer against any bargaining unit employee, may be appealed up to Step 3 of the grievance procedure, but shall not be appealed to Step 4.

## **ARTICLE 9** **DISCIPLINE**

**Section 9.1.** The tenure of every bargaining unit employee shall be during good behavior and efficient service. No employee shall be reduced in pay and position, suspended, or discharged except for just cause. The Employer may take this type of action while the employee is on duty, working under the colors of the Employer, or off-duty representing himself as an employee of the Police Department. The employee may not be disciplined for actions on his own personal time that do not reflect directly on the Police Department or do not violate Department rules and regulations or any local, state, or federal statutory provisions. Forms of disciplinary action are:

1. Verbal warning
2. Written reprimand
3. Suspension without pay
4. Reduction in classification
5. Discharge from employment

**Section 9.2.** Except in instances wherein the employee is found guilty of 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.

**Section 9.3.** Anytime the Employer or any of his representatives has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

**Section 9.4.** Whenever the Employer determines that an employee's conduct may warrant a suspension, discharge, or any other disciplinary action resulting in a loss of pay, a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged violation. The predisciplinary conference shall be established by the Employer. Written notice of such conferences will be mailed or personally delivered to the employee and the FOP/OLC. Such notices shall specify the time, date, and place of the conference, and the notice shall also advise the employee of his right to have a representative present at the conference. Employees attending predisciplinary conferences shall not suffer any loss of pay.

**Section 9.5.** At the predisciplinary conference, the Chief or designee will ask the employee to respond to the allegations of misconduct which were outlined to the employee. Failure to respond or respond truthfully may result in further disciplinary action. Nothing herein shall limit the employee's right to a "Garrity Warning" where appropriate.

**Section 9.6.** At the conference the employee may present any testimony or documents which explain whether or not the alleged conduct occurred.

**Section 9.7.** The Chief or designee will notify the employee, in writing, of the results of the hearing within five (5) working days after the conclusion of the hearing, unless otherwise mutually agreed to by the parties.

**Section 9.8.** Following the hearing the Employer (Police Chief, City Manager or both) will determine the appropriate disciplinary action, if any.

**Section 9.9.** 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, holiday, and/or compensatory time during the leave. An employee found guilty by the trial court of a felony shall be disciplined in accordance with this article. Where the charges are reduced to a misdemeanor or the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this Agreement, but the employee shall be paid for all lost straight time hours up to the date of such discipline and shall have any vacation, holiday, and/or compensatory time used restored to the employee's credit.

## **ARTICLE 10** **WORK RULES**

**Section 10.1.** The FOP/OLC recognizes that the Employer or designee has the right to promulgate work rules, policies and procedures, and to regulate the personal conduct of employees and the conduct of the Employer's operations, services, programs, and business.

**Section 10.2.** The Employer agrees that any rules or regulations for the Police Department which have been reduced to writing shall be made available to all employees of the bargaining units.

**Section 10.3.** The Employer may implement new or changed work rules, policies, procedures, job descriptions, or standard operating procedures which do not materially affect the wages or hours of bargaining unit employees but may affect such employees' terms or conditions of employment, by following the procedures outlined in Section 10.4.

**Section 10.4.** To the extent possible, the City agrees that any proposed new or amended rules and regulations shall be provided to the Labor Council and bargaining unit chairperson in written form fourteen (14) calendar days in advance of their implementation. The Labor Council or the bargaining unit chairperson may request a meeting of the Labor-Management Committee to seek clarification or to present alternative viewpoints with respect to such amendments.

**Section 10.5.** The Employer agrees that any new or amended rules and regulations that have been reduced to writing, shall be made available to all employees whom they may affect.

**Section 10.6.** Nothing herein shall be construed in any manner as a limitation on the Employer's right to enforce its work rules, policies or directives.

**Section 10.7.** The Employer agrees not to implement any new or amended work rules, policies, procedures, job descriptions or standard operating procedures which violate any express terms of this Agreement and materially affect the wages or hours of bargaining unit employees, without the Union's agreement. Prior to implementing new or changed work rules, policies, procedures, job descriptions, or standard operating procedures that materially affect the wages or hours of bargaining unit employees, the Employer will notify the Union at least fourteen (14) calendar days in advance of the effective date. If the Union requests to bargain over such a change within that notice period, the Employer and the Union will negotiate in good faith pursuant to Ohio Revised Code Chapter 4117. If the Union does not request to bargain, the Employer may implement the proposed change, but the Union may exercise its negotiating rights regarding such matter in the normal course of bargaining as provided in the Duration article herein for any applicable succeeding Agreement.

**Section 10.8.** Notwithstanding the preceding sections, if the change is not a mandatory topic of bargaining under Ohio Revised Code Chapter 4117, or in any case if the change is necessary due to exigent circumstances or a state or federal directive or regulation, the Employer is not required to bargain over the implementation of the change; however, the Employer may elect to do so, if time permits, without waiving the Employer's rights.

## **ARTICLE 11** **SUBSTANCE TESTING**

**Section 11.1.** Drug/alcohol testing may be conducted on employees randomly and 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:

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
- B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
- D. Information provided either by reliable and credible sources or independently corroborated;
- E. Evidence that an employee has tampered with a previous drug test;
- F. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice;
- G. Anytime an employee uses deadly force.

**Section 11.2. Drug Testing Procedures.** All drug screening tests shall be conducted by laboratories certified by the Department of Health and Human Services (DHHS) or certified by a DHHS-recognized certification program. No test shall be considered positive until it has been

confirmed by a gas chromatography/mass spectrometry full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be continued in two (2) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this article.

**Section 11.3. Alcohol Testing Procedures.** Alcohol testing shall be done in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result shall entitle the Employer to proceed with sanctions as set forth in Section 11.6 of this article.

**Section 11.4. Test Results/Refusal to Submit to Testing.** 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. A representative for the bargaining unit shall have a right of access to the results upon request of the Employer, with the employee's consent. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.

**Section 11.5. Confirmatory Testing.**

- A. If a drug screening test is positive, a confirmatory test shall be conducted utilizing the fluid from the same containers collected in the manner prescribed above.
- B. In the event the second test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in Section 11.6 of this article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.
- C. In the event that the two (2) test results are positive, the employee is entitled to have the sample in the second container tested in the manner prescribed above at the employee's expense. The results of this test, whether positive or negative, shall be determinative.

**Section 11.6. Positive Test Results.**

- A. In all cases of drug and alcohol use and abuse, the Employer will give strong consideration to the use of rehabilitation instead of discipline. However, if circumstances warrant, the Employer reserves the right to impose appropriate discipline up to and including termination.
- B. If an employee is not terminated for just cause, as stated above, the Employer will require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. Discipline allowed by the positive findings shall be deferred pending rehabilitation of the employee within a reasonable period. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave, and personal days for the period of the rehabilitation or detoxification program. If no such leave credits are available, the

employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee 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 one (1) year 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.

If the employee refuses to undergo rehabilitation or detoxification, or if he tests positive during a retesting within one (1) year after his return to work from such a program, the employee may be subject to disciplinary action, including removal from his position and termination of his employment.

**Section 11.7. Payment of Testing Costs.** 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.

**Section 11.8. Random Testing.** The Employer reserves the right to also randomly select not more than one (1) employee per month.

## **ARTICLE 12**

### **EMPLOYEE ASSISTANCE PROGRAM**

**Section 12.1.** The Employer and the FOP/OLC recognize the value of counseling and assistance programs for those employees who have personal problems which interfere with their ability to work productively.

**Section 12.2.** Participation in the assistance program shall be voluntary; however, if an employee tests positive according to the procedures outlined in Article 11 and the Employer chooses not to terminate said employee, then he must participate in the Employee Assistance Program. Seeking and/or accepting assistance to alleviate an alcohol, drug, or other behavior or emotional problem will not in and of itself jeopardize an employee's job security; however, the Employer retains the right to test upon reasonable suspicion and discipline for just cause.

**Section 12.3.** Employee participation in this assistance program shall be scheduled outside the employee's scheduled workday. If scheduling does not permit this, employees can use unused sick leave or vacation leave.

**Section 12.4.** Records regarding treatment and participation in the E.A.P. shall be confidential, and the records shall not be maintained in the employee's personnel file.

**Section 12.5.** Expenses incurred for treatment, assistance, and/or hospitalization will be provided under the employee's health insurance. Participating employees will be advised of the extent of insurance coverage for the appropriate treatment, should they so request.

**ARTICLE 13**  
**PERSONNEL FILES**

**Section 13.1.** Each employee may inspect his personnel file maintained by the Employer by appointment with the Chief or his designee. Employees shall be entitled to one (1) free copy of an item at the time it is placed in the file. An employee shall be entitled to have a representative of his choice accompany him during such review.

**Section 13.2.** If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement of rebuttal or explanation in his file. No anonymous material of any type shall be included in the employee's personnel file.

**Section 13.3.** Records of oral warnings and written reprimands shall cease to have force and effect one (1) year from the date of issuance, provided no intervening discipline has occurred. Suspensions will cease to have force and effect four (4) years from the date of issuance, provided no intervening discipline has occurred.

**Section 13.4.** Notwithstanding Section 13.3, a last chance agreement, or other mutually accepted disciplinary agreement, or any record of illegal substance abuse may remain active for periods longer than those specified in section 13.3.

**Section 13.5.** Personnel files shall be subject to review per applicable law. Records of discipline that are past the time limits stated above shall remain in the employee's personnel file until such time as the City Records Commission rules they may be destroyed.

**ARTICLE 14**  
**LAYOFF AND RECALL**

**Section 14.1.** When the Employer determines that a long-term layoff or job abolishment is necessary, the Employer shall notify the affected employee(s) no less than twenty-one (21) calendar days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) working hours or less, as soon as possible. The Employer, upon request from the FOP/OLC, agrees to discuss, with representatives of the FOP/OLC, the impact of the layoff on bargaining unit employees.

**Section 14.2.** Layoffs in the bargaining unit shall be based upon the length of uninterrupted continuous service with the Employer, with the least senior employee being laid off first. An employee bumping into the bargaining unit shall be paid at the appropriate rate of pay for that position.

**Section 14.3.** Employees who are laid off shall be placed on a recall list for a period of three (3) years. If there is a recall, employees on the recall list shall be recalled in inverse order of their layoff. A recalled employee shall have five (5) calendar days following receipt of a registered mail notice of recall to notify the Employer of his intention to return to work, and shall have ten (10) calendar days from the date of mailing of the recall notice in which to report for duty, unless a later date for returning to work is otherwise specified in the notice.

**Section 14.4.** It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights of bargaining unit employees as set forth in Revised Code Sections 124.321 through 124.328 and 124.37; and Tipp City's Code of Ordinances, Chapter 37, Section 37.15, Layoff and Recall.

## **ARTICLE 15** **HOURS OF WORK AND OVERTIME**

**Section 15.1.** The standard pay period for bargaining unit employees shall consist of eighty (80) hours in a fourteen (14) day period. Two consecutive pay periods shall constitute an activity period. Activity periods do not overlap. The first activity period each year shall start at the beginning of the first pay period in January of each calendar year, with a new activity period commencing every twenty-eight (28) days thereafter.

**Section 15.2.** The workday for bargaining unit employees shall normally consist of eight (8), ten (10), or twelve (12) consecutive hours within a twenty-four (24) hour period, except when schedule rotations require two (2) shifts in a twenty-four (24) hour period. There shall be not less than eight (8) hours between shift assignments. No employee shall be scheduled to work two (2) shifts in a twenty-four (24) hour period more than once in a twenty-eight (28) day period.

**Section 15.3.** An employee required to be in active pay status in excess of eighty (80) hours in a pay period shall be compensated at the rate of one and one-half (1½) times his regular straight time hourly rate of pay for all such excess hours and fractions thereof. Active pay status includes all hours worked, vacation, sick leave, personal days, holiday hours worked, bereavement leave, military leave, compensatory time, and injury leave. Active pay status excludes holidays paid but not worked. There shall be no pyramiding of premium pay or duplication of payment for hours worked or paid.

**Section 15.4.** In lieu of overtime pay, an employee may request to accumulate compensatory time at the rate of one and one-half (1½) hours for each overtime hour worked. Employees shall accumulate only eighty (80) hours of compensatory time off at any one time. Any compensatory time in excess of eighty (80) hours shall be paid. Employees are permitted to take off no more than 120 hours of compensatory time each calendar year. Compensatory time off will be scheduled and approved in accordance with the work load requirements of the Employer. Such requests must be submitted no less than seven (7) calendar days in advance.

**Section 15.5.** With the prior approval of the Police Chief or his designee, employees may exchange days off or work shift assignments. Such exchanges shall not affect the active pay status of either employee.

**Section 15.6.** Work schedules shall be posted thirty (30) calendar days in advance. Upon reporting in to work, affected employees shall be given seventy-two (72) hours prior notice of any non-emergency schedule changes. The Employer shall give affected employees fourteen (14) days prior notice of any change to the schedule that will continue in excess of one eighty (80) hour pay period.

**Section 15.7.** Employees assigned as canine handlers will be permitted fifteen (15) minutes each day to care for their dog (e.g., training, walking, feeding, cleaning, grooming, etc.). The Chief may schedule this time during the employee's regular hours of work, or it could be in addition to their regular schedule. If this time is in addition to their regular time, such time will be paid at the employee's regular rate of pay. If this additional time causes an overtime situation, the canine handler will receive overtime per Section 15.3 contained herein.

**Section 15.8.** Every six (6) months, Officers shall have the opportunity to bid on shift assignments based on seniority. Should a tie exist between two or more officers based on seniority for shift bid, those employees shall alternate first priority in shift assignment bidding, with the order of such bidding at the Employer's discretion.

**ARTICLE 16**  
**COMPENSATION AND PENSION PICKUP**

**Section 16.1.** Effective April 21, 2015, rates of pay for Patrol Officers shall be increased by 3% to:

<b><u>Step A</u></b>	<b><u>Step B</u></b>	<b><u>Step C</u></b>
24.43	26.20	27.80
<b><u>Step D</u></b>	<b><u>Step E</u></b>	<b><u>Step F</u></b>
29.19	30.62	32.22

Effective April 21, 2016, rates of pay for Patrol Officers shall be increased by 2.75% to:

<b><u>Step A</u></b>	<b><u>Step B</u></b>	<b><u>Step C</u></b>
25.10	26.92	28.56
<b><u>Step D</u></b>	<b><u>Step E</u></b>	<b><u>Step F</u></b>
29.99	31.46	33.11

Effective April 21, 2017, rates of pay for Patrol Officers shall be increased by 2.75% to:

<b><u>Step A</u></b>	<b><u>Step B</u></b>	<b><u>Step C</u></b>
25.97	27.66	29.35
<b><u>Step D</u></b>	<b><u>Step E</u></b>	<b><u>Step F</u></b>
30.81	32.33	34.02

Sergeant pay rate shall be an hourly wage 13% higher than the highest paid Patrol Officer's wage, not including longevity or other merit-based calculations, beginning April 21, 2015.

	<u>Start Rate</u>	<u>Top Rate</u>
Effective 4/21/2015	6.5% above Top Patrolman's Rate	13% above Top Patrolman's Rate
4-21-15	\$34.31	\$36.41
4-21-16	\$35.26	\$37.41
4-21-17	\$36.23	\$38.44

**Section 16.2.** The Employer shall make a “designated PFDPF pickup” of each employee’s statutory-required contribution to the Police and Fireman’s Disability and Pension Fund of Ohio (PFDPF) so as to permit the treating of an employee’s contribution to PFDPF as a deferred annuity for personal income tax purposes. The implementation of the “designated pickup” shall not result in either an increase or decrease to an employee’s gross income.

**Section 16.3.** New hire employees shall be paid at the probationary rate in the wage schedule until twelve (12) months of satisfactory service is completed, unless the Employer has exercised his right to begin the new hire at a higher step, not to exceed Step C. Upon completion of twelve (12) months service, the employee shall remain in that step for a period of twelve months. Thereafter, advancement through the wage schedule shall be pursuant to Section 16.4 of this Agreement.

**Section 16.4.** The performance of all employees who have not reached Step F shall be evaluated by the Police Chief twice annually, with one of the evaluations to be conducted just prior to an employee's anniversary date of hire. An employee who receives a performance rating of "Satisfactory" or better shall be advanced to the next step in the wage schedule, until such time as the top step is reached. Step advancements shall occur on the employee's anniversary date. Employees in Step F shall be evaluated once annually.

**Section 16.5.** Employees scheduled to work noon-midnight or 3pm-11pm receive an additional thirty-five (\$.35) per hour. Employees scheduled to work 6pm-6am or 11pm-7am receive an additional fifty cents (\$.50) per hour.

An employee eligible for a shift differential under this section shall be paid retroactive to the first day of the schedule.

**Section 16.6.** Employees with five (5) or more years of uninterrupted continuous service as a full-time employee of the Employer shall receive longevity pay pursuant to the following schedule:

<u>Service</u>	<u>Per Hour</u>
Five (5) years thru seven (7) years service .....	\$.16
Eight (8) years thru eleven (11) years service .....	\$.208
Twelve (12) years thru fourteen (14) years service .....	\$.256
Fifteen (15) thru seventeen (17) years service.....	\$.304
Eighteen (18) years thru twenty (20) years service .....	\$.352
Twenty-one (21) years or more service .....	\$.436

Longevity pay shall be added to the employee's base rate of pay the next pay period after the employee becomes eligible. Longevity will be paid in the same manner and same amounts as that provided to the City's non-union (Chapter 37) employees.

**Section 16.7.** All paychecks and pay supplements shall be delivered to employees in sealed envelopes.

**Section 16.8.** Each bargaining unit employee shall receive a season family pass for his or her immediate family for the municipal swimming pool at no cost to the employee. This pass shall be void and shall be returned to the Employer upon separation from employment.

**Section 16.9.** Each bargaining unit employee shall be eligible to participate in the YMCA Corporate Membership Program. The City's contribution to this program shall be limited to 10% of a basic single or basic family membership.

**Section 16.10.** The employee assigned to the duties of detective will receive a \$.25 stipend added to their base rate of pay.

**Section 16.11.** Employees who serve in the role of a field trainer shall receive one dollar (\$1.00) for each hour of active service with a probationary employee.

**Section 16.12.** Effective the first full pay after the signing of this Agreement, all employees will be required to participate in direct deposit of their biweekly pay checks. The City, in the event direct deposit cannot be made on a payday, will issue paper checks to any and all affected employees.

## **ARTICLE 17** **PLUS RATING**

**Section 17.1.** In the absence of a shift supervisor, the senior non-probationary officer shall take on the responsibilities of officer-in-charge and shall receive an additional \$1.50 per hour for each hour worked in such capacity.

**Section 17.2.** In the absence of the Chief of Police, for a period of time less than thirty (30) days, the senior Sergeant shall take on the responsibilities of Acting Chief. Such Sergeant shall receive an additional \$1.50 per hour for each hour worked in such capacity in excess of fifteen (15) consecutive calendar days. Pay shall revert back to the first hour of the senior Sergeant taking on the responsibilities of Acting Chief. If the senior Sergeant declines the appointment, the Acting Chief may be appointed by the City Manager or designee. For any period of time thirty (30) days or greater, the Acting Chief shall be appointed by the City Manager or his/her designee and such Sergeant, if appointed, shall receive an additional \$1.50 per hour for each hour worked in such capacity. If the City Manager or his/her designee fails to appoint an Acting Chief as stated above, the senior Sergeant shall continue as the Acting Chief and shall continue to receive an additional \$1.50 per hour for each hour worked in such capacity.

## **ARTICLE 18** **INSURANCES**

**Section 18.1.** The Employer shall provide to all bargaining unit employees a group hospitalization/major medical insurance plan for those employees electing to accept such coverage. The Employer shall pay 88% of the premium cost and each employee will pay 12% of the premium costs for the insurance identified as the core insurance for the duration of the Agreement. Two (2) optional health insurance plans and employee contributions that are provided to other City employees shall also be offered to bargaining unit members. (Plans identified in Appendix A). Should the employee have health insurance through another plan, the employee may opt out of the City's health insurance program and receive \$150.00 per month paid to the employee for not utilizing the City's health care insurance.

**Section 18.2.** The Employer shall provide and pay the necessary premiums for professional liability insurance covering employees in their employment duties. The Employer shall provide the FOP/OLC with a copy of the insurance plan.

**Section 18.3.** The type of insurance and method of providing the above-described insurance coverage, and/or the choice of insurance carrier, shall be solely within the discretion of the Employer.

**Section 18.4.** The Employer shall provide a \$50,000 term life insurance policy at no cost to the employee.

## **ARTICLE 19** **COURT TIME/CALL-OUT**

**Section 19.1.** Whenever an employee is required to appear on off duty time before any official court or before the prosecutor for pretrial conferences on matters pertaining to or arising from the employee's official duties, the employee shall be paid a minimum of three (3) hours at the overtime rate for such appearances. Whenever a court case is canceled on an employee's day off with less than 16 hours notice prior to the court date and time listed on the subpoena, the employee will still be paid for the three (3) hour overtime rate. Court cases canceled with 16 or more hours of notice will not entitle the employee to the pay in this section. All time spent in such appearances in excess of three (3) hours shall be paid at the appropriate rate for all time actually worked.

**Section 19.2.** An employee called in to work at a time outside of his regularly scheduled shift, which call-out does not abut his regularly scheduled shift, shall be paid for all time actually worked, but in no event will the amount paid be less than three (3) hours pay at time and one-half (1½) their regular rate of pay.

**Section 19.3.** An employee required to attend scheduled departmental training on off duty time shall be paid for all hours actually spent in training but not for less than three (3) hours at the overtime rate of pay.

**ARTICLE 20**  
**VACATION**

**Section 20.1.** Bargaining unit employees shall, after one (1) year of continuous service with the Employer, be eligible for vacation leave with pay according to their number of years of continuous service with the Employer. New hires will receive credit for prior service with other Ohio political subdivisions pursuant to the following:

Years of prior public service Completed with the State or <u>An Ohio political subdivision</u>	% of years recognized toward City vacation <u>credit</u>
First five (5) years	100% (full credit)
Next fifteen (15) years	50% (half [1/2] credit)
21 or more years	0% (no credit)

Employees hired prior to the effective date of this Agreement will continue to receive prior service credit at their current rate.

Vacation leave shall be credited to employees biweekly pay period, according to the following schedule:

<u>At the beginning of:</u> <u>Entitlement:</u>	<u>Biweekly</u>
1, 2, 3, 4, 5, and 6th year.....	3.08 hours (80 hours)
7, 8, 9, 10, 11, 12, and 13th year .....	4.62 hours (120 hours)
14, 15, 16, 17, 18, 19, 20, 21 and 22nd year.....	6.15 hours (160 hours)
23rd year and thereafter .....	7.69 hours (200 hours)

Probationary employees shall accrue vacation at 3.08 hours per pay period but will not be allowed to use the accrued vacation until they have completed their probation period.

**Section 20.2.** Vacation leave shall normally be taken by an employee within one (1) year of the date of accrual. An employee shall not, at any time, accumulate more than one and one-half (1-1/2) times their annual vacation rate. Any vacation time accrued in excess of one and one-half (1-1/2) times their annual vacation rate will be forfeited.

**Section 20.3.** Vacations are scheduled and approved in accordance with the work load requirements of the Employer. Vacation requests must be submitted no less than seven (7) calendar days in advance and shall be honored solely on the basis of order of application.

**Section 20.4.** An employee may convert twenty-four (24) sick leave hours for eight (8) bonus vacation hours provided that accrued sick leave of over 1440 hours is maintained and no more than twenty-four (24) hours bonus vacation may be converted in one (1) year. Conversion can

only be done once annually, by December 15, each year of the Agreement. Section 22.7 of this Agreement will not apply if employees convert sick leave for bonus vacation under this provision.

**ARTICLE 21**  
**HOLIDAYS**

**Section 21.1.** Bargaining unit employees shall be entitled to the following paid holidays:

- New Years Day..... (1st day of January)
- Presidents Day .....(3rd Monday of February)
- Memorial Day..... (last Monday in May)
- Independence Day ..... (4th day of July)
- Labor Day ..... (1st Monday in September)
- Veteran's Day..... (11th day of November)
- Thanksgiving Day.....(4th Thursday of November)
- Christmas Day .....(25th day of December)
- Police Officers' Memorial Day .....(15th day of May)

**Section 21.2.** The holidays listed in Section 21.1 are eight (8) hours in length. Employees required to work on a holiday shall be paid time and one-half for all hours worked on the holiday, plus eight (8) hours holiday pay. An employee not scheduled to work on a holiday shall receive eight (8) hours of holiday pay. Holiday pay shall not be considered hours worked for the purpose of determining overtime eligibility. Overtime hours worked on a holiday shall be paid at two (2) times the hourly rate for each overtime hour worked.

**Section 21.3.** All employees are entitled to thirty-six (36) hours of personal leave per year. Personal leave requests must be presented to the Employer or his representative not less than seven (7) calendar days prior to the date requested, unless this time requirement is waived at the sole discretion of the Chief of Police or his designee. The granting of personal leave requests is subject to the operational needs of the department. Personal leave requests for the holidays listed in Section 21.1 shall not be honored. Thirty-six (36) hours of personal leave may be carried over from one year to another, but may not be converted to cash upon separation from employment.

**Section 21.4.** If the City approves, by legislative authority, any additional Holidays or personal days, which in total would exceed the current 13, for any other bargaining unit or non-bargaining unit employees, those additional days will also be provided to the FOP/OLC bargaining unit employees.

**ARTICLE 22**  
**SICK LEAVE**

**Section 22.1.** Sick leave shall be earned and credited at the rate of ten (10) hours for each month in active pay status, including paid vacations, sick leave, and injury leave, but not during a leave of absence without pay, layoff, disciplinary suspension, or while in overtime status. Unused sick leave shall be accumulative without limit.

## Section 22.2.

- A. Notification by Employee. When an employee is unable to report to work, he will notify his immediate supervisor or other designated person no less than two (2) hours (unless extenuating circumstances prohibit) prior to the time he is scheduled to report to work on each day of absence, unless other arrangements are made with the employee's supervisor.
- B. Evidence Required for Sick Leave Usage. Upon return to work an employee shall complete an application for sick leave form, to justify the use of sick leave. The Employer may require the employee to furnish a certificate from a physician, dentist, or other medical practitioner stating the employee was under his medical care and unable to perform his duties. Falsification of either a written signed statement or a practitioner's certificate, or abuse of sick leave shall be grounds for disciplinary action up to and including dismissal.
- C. Uses of Sick Leave. Sick leave may be granted to an employee upon approval of the Employer for the following reasons:
1. Illness or injury of the employee or the employee's spouse or child, including step-child, where the employee's presence is required.
  2. Illness of an employee's parents or parents-in-law requiring the employee's presence at a medical office or at a hospital shall be cause for sick leave to be granted. Sick Leave for these purposes may not be granted for more than (3) days per calendar year.
  3. Death of a member of the employee's immediate family, sick leave usage shall be limited to time actually required to attend the funeral, make necessary funeral arrangements, and to take care of related matters. Maximum usage is limited to three (3) working days.
  4. Emergency medical, emergency dental, or emergency optical treatment of employee, employee's spouse, or child, which requires the presence of the employee.
  5. If an employee's spouse or child is afflicted with a contagious disease or requires the care and attendance of the employee; or through exposure to a contagious disease, the employee's presence at his job would jeopardize the health of others.
  6. Pregnancy and/or childbirth and other conditions related thereto.
- D. Sick leave usage shall be charged in minimum units of one-quarter (1/4) hour.
- E. For the purpose of Paragraph C(3), the definition of immediate family shall be spouse, parents and step-parents, children and step-children, grandparents, brother, step-brother, sister, step-sister, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, or other person who stands in place of a parent (loco parentis), or other relative residing in the same household as the employee.

**Section 22.3.** An employee who is laid off shall, upon reinstatement, have placed to his credit all accumulated and unused sick leave existing at the time of his layoff.

**Section 22.4.** The Employer reserves the right to investigate and verify an employee absence.

**Section 22.5.** The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. The employee may also choose to be examined by his own licensed physician at his own expense. If the diagnosis of the employee's physician differs from the Employer's physician, the two (2) physicians shall select a third network physician and his diagnosis shall be binding. If found not qualified, the employee may be placed on sick leave, leave without pay, or Family Medical Leave. The cost of the first examination shall be paid by the Employer, and the physician will send the Employer the results of any examination. The cost of the third network physician shall be shared equally by the employee and Employer. Prior to sending an employee to the City's physician, the City will provide the employee a written reason for such examination.

**Section 22.6. Sick Leave Donation.** For the purposes of providing sick leave to employees who have experienced prolonged illnesses or serious injuries and exhausted all accrued leave time, the City Manager may establish a sick leave donation fund. Donation to and receipt from this fund shall be governed by policy and procedure as promulgated by the City Manager.

**Section 22.7.** Employees may convert thirty (30) hours sick leave for ten (10) hours cash provided that the accrued sick leave balance of 720 hours is maintained and no more than 120 hours of sick leave is converted to 40 hours cash. Section 20.4 of this Agreement will not apply if employees convert sick leave to cash under this provision.

### **ARTICLE 23** **BEREAVEMENT LEAVE**

**Section 23.1.** In the event of a death in an employee's immediate family (as defined in Section 22.2[E]), an employee shall be granted a paid bereavement leave of twenty-four (24) hours to attend the funeral, make funeral arrangements, and carry out responsibilities relative to the funeral. In addition, an employee may use sick leave pursuant to Section 22.2(C)(3) of this Agreement. Employees may utilize personal leave days, vacation leave, or accumulated time to attend a funeral of an individual not listed in the definition of immediate family.

### **ARTICLE 24** **INJURY LEAVE**

**Section 24.1.** In the event of a service connected injury or occupational illness incurred in the active discharge of duty, which illness or injury is not the result of "horseplay" or negligence by the employee, the Employer shall grant the employee, beginning on the first (1st) workday of absence, full pay for a period not to exceed ninety-five (95) calendar days. The Employer may grant additional injury leave, on a case-by-case basis and at his discretion, up to an additional ninety-five (95) calendar days. Any employee claiming a service connected illness or injury under this article shall file an injury claim for medical benefits only, with the Ohio Bureau of

Workers' Compensation. Upon approval of the claim by the Workers' Compensation, the City will pay the employee's regular rate of pay in lieu of the employee filing for lost wages with BWC. If the injury claim is denied by Workers' Compensation, the employee will revert to sick leave status.

**Section 24.2.** Injury leave is granted on a per incident basis.

**Section 24.3.** The Employer may require an employee claiming a service connected injury to submit to a physical examination by a physician of the Employer's choosing. Any such examination shall be at the Employer's expense.

**Section 24.4.** An employee partially disabled may be required by the Employer, with the approval of the employee's physician, to perform light duty work for the Employer subject to the limitations of the partial disability.

**Section 24.5.** If a third party is liable to the employee for injuries which are compensated pursuant to this article and the employee receives compensation from the third party, he shall remit to the Employer any monies received for lost wages up to the amount paid by the City pursuant to this article. In no event shall the employee be required to remit to the Employer more than the net amount of his recovery, after deduction for attorney fees and costs of litigation.

**Section 24.6.** Employees granted injury leave pursuant to this section will receive their regular pay for such time designated as injury leave and will not receive any additional pay (i.e., holiday pay).

**Section 24.7.** If the Ohio Bureau of Workers' Compensation changes their policy and/or procedures for injury leave during the term of this Agreement, the employer and the Union agree to meet and discuss such changes and methods of payment.

## **ARTICLE 25**

### **FAMILY AND MEDICAL LEAVE**

**Section 25.1. Family Medical Leave.** Family and medical leave will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1,250 hours of service during the previous twelve (12) months. The leave will be granted for a period of up to twelve (12) weeks per year in accordance with the Employer's policy.

**Section 25.2. Disability Leave.** An employee who exhausts the family and medical leave may apply for disability leave pursuant to the provisions of the Agreement.

## **ARTICLE 26**

### **MILITARY LEAVE**

**Section 26.1.** All employees who are members of the Ohio National Guard, the Ohio organized 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 without loss of pay for such time as they are performing service in the uniformed services defined in Section 5903.01 of the Ohio Revised

Code for periods not to exceed a total of twenty-two (22) eight (8) hour workdays in any one (1) calendar year (176 hours).

Employees are entitled to receive their regular rate of pay and their base rate of military pay for days on which the employee would have been regularly scheduled to work. Employees must submit to the Chief an order to duty or statement from the appropriate military commander as evidence of such duty in order to receive reimbursement.

**Section 26.2.** Employees who are members of those components listed above and who are called or ordered to military service for longer than a month for each calendar year, because of an executive order issued by the President of the United States, an act of Congress, or because of an order to perform duty issued by the Governor pursuant to Section 5919.29 or 5923.21 of the Revised Code are entitled, during the period designated in the act or order, to a leave of absence from their respective duties and to be paid each monthly pay period of that leave, the lesser of:

- a. the difference between the employer's gross monthly wage or salary and the sum of the employee's gross military pay and allowances received that month;
- b. five hundred dollars (\$500.00).

No employee will receive payment under this section, if the sum of the employee's gross military pay and allowances received in the period exceeds the employee's gross wage or salary.

**Section 26.3.** The Employer will comply with all state and federal laws concerning military leave, and if the City increases the military leave benefits for other City employees, said benefits will also apply to bargaining unit employees.

## **ARTICLE 27** **EQUIPMENT/CLOTHING**

**Section 27.1.** The Employer shall provide all employees with all required equipment and clothing. After one (1) complete year of service, employees shall be provided with a clothing allowance on a requisition/purchase system governed by the Employer. The clothing allowance shall be \$700.00 each year of the Agreement. Credit shall be applied on the employee's anniversary date of employment.

Any portion of the clothing allowance unused in an agreement year shall be carried over and placed to an employee's credit for the succeeding year.

**Section 27.2.** The Employer shall repair or replace all required equipment items excessively worn or rendered inoperable not due to negligence on the part of the employee. Employees are responsible for the replacement of lost or stolen items which are the property of the Employer, and for the repair or replacement of excessively worn or inoperable equipment (except cruisers) which is due to negligence on the part of the employee.

- A. The Employer will compensate the employee for damage to the following items that occur in the line of duty:

1. Prescription eye glasses: replacement.
2. Wrist watch: replacement value maximum of \$70.00.

**Section 27.3.** All items of personal clothing or personal equipment purchased by the employee with the clothing allowance shall become the property of the employee upon termination of employment. All items issued by the Employer or replaced by the employee due to negligence as described in Section 27.2, and all badges and insignias shall remain the property of the Employer and shall, upon separation from employment, be returned to the Employer by the employee prior to the issuance of any final compensation to the employee.

**Section 27.4.** An employee who leaves in good standing from the employ of the Employer with seven (7) or more years of continuous service with the Employer shall be presented his breast badge and identification card. The badge and card shall be presented in such a manner as to make them unusable. The employee who retires may elect to purchase his assigned weapon for the "fair market value," at the time of retirement, as established by the Police Chief.

**Section 27.5.** The Employer shall provide the employees and the FOP/OLC with a list of all items constituting initial issue, all required items covered by the clothing allowance, and all items required but not issued or covered by the allowance. The list shall be kept current.

**Section 27.6.** Each employee shall be permitted to purchase one (1) back-up weapon for a cost not exceeding \$400.00 from the equipment/clothing allowance.

**Section 27.7.** During the term of this Agreement if an employee becomes eligible for disability retirement he shall be permitted to purchase his assigned weapon for one dollar (\$1.00).

## **ARTICLE 28**

### **SEVERANCE PAY**

**Section 28.1.** Upon separation from employment, an employee is entitled to pay for all hours worked but unpaid, all accumulated holidays not paid, and for the pro rata amount of unused vacation leave entitlement up to the time of separation.

**Section 28.2.** An employee who terminates employment with the Employer, for reasons other than discharge for cause, shall be eligible to convert accumulated but unused sick leave pursuant to the following schedule:

<u>Tipp City Service Time</u>	<u>Conversion Rate</u>	<u>Maximum Payment</u>
Five (5) through nine (9)	25%	(240 hours)
Ten (10) through twenty (20)	33.33%	(320 hours)
Retirement with ten (10) but less than twenty (20)	40%	(384 hours)
Termination or Retirement with twenty (20) or more years of service	75%	(1440 hours)
For employees hired after April 21, 2003	75%	(960 hours)

(Example: employee with twenty (20) years of service (hired before April 21, 2003) and an accumulated sick leave balance of 1900 hours, receives a payment of 1425 hours,  $1900 \times 75\% = 1425$  hours).

Sick leave conversion under this article shall eliminate all sick leave from the employee's credit.

**Section 28.3.** In the case of death of an employee, any severance pay to which the employee would have been entitled shall be paid directly to the designated beneficiary, or the employee's estate, if no beneficiary is named.

**Section 28.4.** In the event an employee is killed in the line of duty, the Employer shall pay to the designated beneficiary, or the employee's estate, if no beneficiary is named, the cash value of 100% of the employee's earned but unused sick leave, in addition to all other severance pay to which the employee would have been entitled.

## **ARTICLE 29**

### **EDUCATION AND TRAINING**

**Section 29.1.** All training required of an employee by the Employer shall be paid for in advance by the Employer in accordance with Administrative Policy #1-98. All required training shall be counted as time worked, including driving time to and from a training site outside of the City. On multiple day training sessions where the employee has been authorized to remain at or near the training site, only the driving time required to the training site on the first day of training and return on the last day shall be counted as time worked.

All approved training in job-related courses which the employee volunteers to attend shall be counted as time worked, not to exceed eight (8) hours per day, excluding driving time to and from a training site outside of the City, which shall also be counted as time worked. On multiple day training sessions where the employee has been authorized to remain at or near the training site, the days in training which do not involve travel to the site from the City or to the City from the site shall be counted as regular workdays, not to exceed eight (8) hours.

**Section 29.2.** The Employer shall pay for all necessary lodging, meals, travel expenses, materials, tuition, and fees pursuant to the Employer's policy for all required training and for voluntary training which has been approved in advance by the Employer.

**Section 29.3.** Employees may be reimbursed by the Employer for tuition, books, and course materials for courses leading to an associate degree, bachelor's degree, or a master's degree in Police Science, criminal justice, police administration, law enforcement, business, behavioral science, or public administration at any college approved by the Employer. All courses must be approved in advance by the Employer in writing. Prior approval by the Employer will be subject to the Department's annual appropriations. Reimbursement for approved courses shall be at the following rates: for a grade of "A" or "B" – 100%, for a grade of "C" – 75%. No reimbursement shall be made for employees obtaining a grade less than a "C". For classes that are graded on "Pass" or "Fail", reimbursement for a passing grade will be 75%. An employee authorized to attend courses during his regularly scheduled duty hours shall not suffer any loss of pay for that amount of classroom time which occurs during duty hours. An employee who terminates

employment with the Employer within two (2) years of completion of a course reimbursed under this section shall reimburse the Employer on a pro rata basis. The Employer may deduct the pro rata reimbursement from the employee's final pay.

**Section 29.4.** An employee who has received an associate degree in police science, police administration, law enforcement, business, behavior science, public administration, or education shall receive twenty cents (\$.20) added to their base hourly rate of pay.

**Section 29.5.** An employee who has received a bachelor's degree in criminal justice, police administration, law enforcement, business, behavioral science, public administration, or education shall receive forty cents (\$.40) added to their base hourly rate of pay.

**Section 29.6.** Should an employee have both above listed degrees, he shall receive payment for the higher degree only.

### **ARTICLE 30** **MILEAGE**

**Section 30.1.** Employees required to use, with the approval of the Employer, their personal vehicle on official business of the Employer shall be reimbursed per mile in accordance with adopted IRS guidelines, rounded down to the nearest whole cent for all actual and necessary miles traveled.

### **ARTICLE 31** **STAFFING**

**Section 31.1.** The Employer and the FOP/OLC agree that for the safety of the employees and the efficient operation of the department, insofar as is practicable, two (2) employees, including supervisors, shall normally be scheduled concurrently on a duty shift.

**Section 31.2.** The Employer and the FOP/OLC recognize that the goal of two (2) employees per shift represents an ideal which may not always be attainable due to limited financial resources, absenteeism, etc., and no guarantee that the staffing goal will be consistently attained exists. However, the Employer will make a reasonable effort to maintain two (2) employees per shift.

### **ARTICLE 32** **NO STRIKE/NO LOCKOUT**

**Section 32.1.** The Employer and the FOP/OLC 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 mechanisms for the orderly resolution of grievances. Therefore, the parties agree that:

- A. During the term of this Agreement, the FOP/OLC shall not, for any reason, authorize, cause, engage in, sanction, or assist in any sick call, work stoppage, strike, sympathy strike, slowdown, or any other concerted activity which would interrupt the operations 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 unless those employees shall have violated Section 32.1(A) of this article.

**Section 32.2.** In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 32.1(A) of this article shall be subject to discipline or discharge by the Employer.

**Section 32.3.** In the event of any violation of Section 32.1(A) of this article, the FOP shall promptly do whatever it can to prevent or stop such unauthorized acts.

**Section 32.4.** Nothing in this 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 33 SEVERABILITY**

**Section 33.1.** This Agreement supersedes and replaces all pertinent statutes, rules, and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provisions of this Agreement to be contrary to any statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

**Section 33.2.** The parties agree that should any provision of this Agreement be found to be invalid, that they will schedule a meeting within thirty (30) days at a mutually agreeable time to negotiate alternative language.

### **ARTICLE 34 WAIVER IN CASE OF EMERGENCY**

**Section 34.1.** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the City of Tipp City Council or City Manager, the Miami County Sheriff, the Federal or State Legislature, where such as acts of God affect the safety and health of the citizens of the City of Tipp, the following conditions of this Agreement shall automatically be suspended.

A. Time limits for processing of grievances.

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

**Section 34.2.** Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance[s]) had properly progressed.

**ARTICLE 35**  
**COURT LEAVE/JURY DUTY LEAVE**

**Section 35.1. Leaves.** The Employer shall grant court leave with pay and without any loss of benefits to any employee who:

- A. is summoned for jury duty to a court of competent jurisdiction during their normal scheduled hours, or
- B. is subpoenaed to appear before any court, commission, board, or other legally constituted body authorized by law to compel the attendance of witnesses where the employee is not a party to the action during their normal scheduled hours.

**Section 35.2. Court Fees.** The employee shall submit any and all fees issued by the court, board, or other legally constituted body to the Employer to be eligible to receive full pay.

**Section 35.3. Return to Work.** The employee shall return to duty if there is three (3) or more hours remaining on the employee's shift after being released from court.

**ARTICLE 36**  
**RESIDENCY REQUIREMENTS**

**Section 36.1.** All full-time employees of the Tipp City Police Department shall reside either in Miami County or in any adjacent county to Miami County. New hires must establish residency within the above boundaries within twelve (12) months of the date of employment.

**Section 36.2.** Employees that are unable to comply with the residency requirement due to hardship may be given an extension to the residency by the Chief of Police or the City Manager for the period of the hardship.

**ARTICLE 37**  
**PHYSICAL ABILITIES TESTING**

**Section 37.1.** Sworn personnel shall participate in the Physical Abilities Testing program. The Physical Abilities Test shall measure whether employees are physically able to perform the essential functions of their position. The program may be subject to change for valid reasons following official notification to the FOP/OLC. Employees who refuse to participate in any part of the Physical Abilities Testing program (other than due to a medical exemption) will be subject to discipline.

**Section 37.2.** The Employer shall comply with the Americans With Disabilities Act, and shall defend, indemnify, and hold harmless the Fraternal Order of Police, agents, officers, representatives, and members of any of the aforementioned against any and all claims and/or costs arising from or in any way related to the implementation and enforcement of Physical Abilities Testing, specifically including, but not limited to, any cost arising from an action in any court or administrative agency. This section shall not apply to any action brought by the Fraternal Order of Police or any affiliate.

**Section 37.3.** Employees shall be notified of their Physical Abilities Test score upon completion of the test or as soon thereafter as is practical.

**Section 37.4.** Officers shall be tested annually and shall give their best effort. Initial testing will be available the last two (2) weeks of September each year.

**Section 37.5.** Physical Abilities Test performance scores shall not be used as a criteria for promotions or special assignments, except in cases where it is reasonably determined that the candidate must possess a unique physical standard that is germane to that position.

**Section 37.6.** An employee may provide the Employer with a written statement from a licensed physician stating that participation in all or any part of the Physical Abilities Test will be detrimental to the employee's health. In such cases the employees shall not be required to participate in the prohibited part(s) of the Physical Abilities Testing procedures except as hereinafter provided.

**Section 37.7.** An employee requesting an exemption from all or any part of the Physical Abilities Test, by providing a written statement from a licensed physician, may at the sole discretion of the Employer be required to submit to a physical examination by a licensed physician selected by the Employer, at the Employer's expense. In the event that there is a disagreement between the physician selected by the employee and the physician selected by the Employer as to whether participation by the employee in all or any part of the Physical Abilities Test will be detrimental to the employee's health, at the option of the Employer, another licensed physician shall be selected by agreement of the Employer and the employee to make a determination as to whether participation by the employee in all or any part of the Physical Abilities Test will be detrimental to the employee's health. The cost of this determination shall be shared by the Employer and the employee. The decision of the physician so selected by the Employer and the employee shall be binding upon the parties as to whether the employee shall be required to participate in the Physical Abilities Test.

**Section 37.8.** An employee who is exempted from all or any part of the Physical Abilities Test shall upon request from the Employer give the Employer a medical information release authorization which will allow the Employer to obtain information from the licensed physician issuing the written statement describing the medical or physical condition of the employee, and how such condition relates to the Physical Abilities Test, or any particular part of the test, in such a way as to make participation in the test, or any part thereof, detrimental to the employee's health. All information received by the Employer shall be confidential and maintained separately from the employee's personnel file.

**Section 37.9.** Employees shall provide the Employer a medical clearance from the employee's physician on a form provided by the Employer. The form shall describe the tests the employee will be required to undergo.

**Section 37.10.** During the testing process, any employee who exhibits or complains of any condition which suggests that further participation in the testing process may be detrimental to the employee's health shall not be required or permitted to continue in the testing process. The Employer, at the Employer's sole discretion, or at the request of the employee, may transport the

employee to a licensed physician or emergency care facility for immediate action, or if immediate attention is not deemed necessary, the Employer may require the employee to provide a new medical clearance.

**Section 37.11.** All officers shall be required to undergo a physical examination by a licensed physician prior to participating in the annual Physical Abilities Testing. The Employer will reimburse the employee up to the City's co-pay for this examination, or any follow-up examinations or testing required by the physician, to verify the employee's ability to participate in such testing. Limitations shall be dealt with on a case-by-case basis as described above.

**Section 37.12.** All employees are expected to pass the test listed below each year of the Agreement. Any officer who does not pass all phases of the Physical Abilities test may retake the entire test the first two (2) weeks of April each year.

Each year of the Agreement that an employee passes all phases of the annual test such employee will receive one (1) personal leave day and a \$100.00 cash bonus. An employee who fails to pass all phases of the annual test but who passes all phases of the test on the retest will receive one (1) personal leave day. Day shall be defined as the number of hours the employee is regularly scheduled.

## **ARTICLE 38** **DURATION**

### **Section 38.1.**

- A. This Agreement shall be effective on April 21, 2015, and shall remain in full force and effect until April 20, 2018.
- B. If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.
- C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the FOP/OLC and all prior agreements, either oral or written, are hereby canceled. With respect to any subject or matter not specifically referred to or covered in this Agreement, applicable law shall prevail.

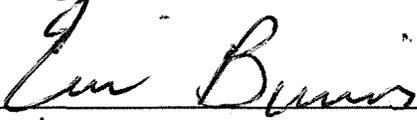
**SIGNATURE PAGE**

IN WITNESS THEREOF, the parties hereto have ratified and executed this Agreement at Tipp City, Ohio this 30<sup>th</sup> day of July, 2015.

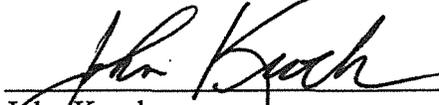
Approval of this Agreement is subject to formal adoption by the Council.

FOR THE CITY OF TIPP CITY

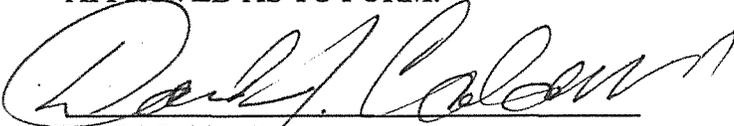
  
\_\_\_\_\_  
Timothy J. Eggleston  
City Manager

  
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Eric Burris  
Police Chief

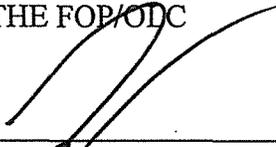
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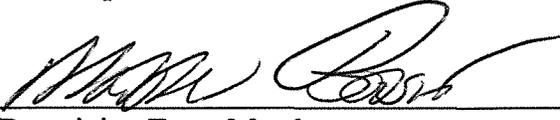
  
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John Krock  
Management Consultant

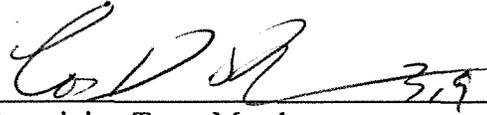
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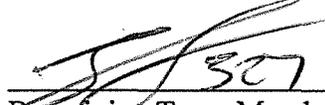
  
\_\_\_\_\_  
David Caldwell  
Tipp City Law Director

FOR THE FOP/ODC

  
\_\_\_\_\_  
Joel Glasser  
Staff Representative

  
\_\_\_\_\_  
Bargaining Team Member

  
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