



2015 – 2018 Agreement between the City of Cambridge and the FOP/OLC

AGREEMENT

BETWEEN

THE CITY OF CAMBRIDGE

03-22-16

15-MED-08-0667

15-MED-08-0668

15-MED-08-0669

0926-01

K33345

AND



THE FRATERNAL ORDER OF POLICE

PATROL OFFICERS, SERGEANTS, LIEUTENANTS

CASE NOS:

2015-MED-08-0667 (Patrol Officers - Unit 1)
2015-MED-08-0668 (Sergeants and Lieutenants- Unit 2)
2015-MED-08-0669 (Dispatchers - Unit 3)

DECEMBER 1, 2015 - NOVEMBER 30, 2018

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PREAMBLE

This Agreement is made by and between the City of Cambridge, Ohio (hereinafter “City”) and the Union as defined in Article 2 of the Agreement pursuant to the terms of the Ohio Revised Code Chapter 4117.

ARTICLE 1
PURPOSE

It is the purpose of this Agreement to establish the wages, hours, and terms and other conditions of employment of persons recognized under this Agreement, consistent with the requirements of Chapter 4117 of the Ohio Revised Code.

In consideration of the mutual promises, covenants and agreements contained in this contract, the parties to this Agreement, through their representatives, agree to the terms in the articles that follow.

ARTICLE 2
RECOGNITION

Section 1. The City hereby recognizes the Fraternal Order of Police Lodge #10 as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters related to wages, hours, or terms and other conditions of all members in the Bargaining Units 1 and 2. The City hereby recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. as the exclusive representative for Bargaining Unit 3.

Bargaining Unit 1 Patrol Officers

All sworn full-time patrol officers employed by the Police Department of the City of Cambridge (hereinafter referred to as “member” or “employee”).

Bargaining Unit 2 Sergeants and Lieutenants

All full-time persons serving in the rank of Sergeant or Lieutenant employed by the Police Department of the City of Cambridge (hereinafter referred to as “member” or “employee”).

Bargaining Unit 3 Dispatchers

All full-time dispatchers employed by the Police Department of the City of Cambridge, as certified in State Employment Relations Board case number 91-REP-07-0185 (hereinafter referred to as “member” or “employee”).

Positions excluded from the above-described Bargaining Units shall include the Police Chief, Captains, other Supervisors, confidential employees, elected officials and any other excluded by O.R.C. 4117.

Section 2. For negotiations and servicing of this Agreement, Lodge #10 is represented by the Fraternal Order of Police, Ohio Labor Council, Inc.

Section 3. Full-time employees are those who work at least forty (40) hours per week for all of the weeks of the year excepting vacations, holidays, and other time off as allowed by this Agreement.

Section 4. If the City creates any new position within the Police Department which is eligible for inclusion in one of the bargaining units under O.R.C. 4117, the Union and the employer shall meet within fourteen (14) days to determine the appropriate bargaining unit for the new position. If agreement cannot be reached, the Union may petition the State Employment Relations Board (SERB) pursuant to pertinent provisions of Chapter 4117 ORC and the SERB Rules and Regulations.

ARTICLE 3 **REPRESENTATION**

The City agrees to recognize Union representatives for the purpose of processing grievances under this Agreement. The Union will notify the Chief of Police in writing of the names of all Associates in the Bargaining Unit and changes which may occur.

Necessary Bargaining Unit members will be permitted time off as set forth below during the work week to take care of Union matters within their capacity. While serving as Union Associate, employees shall continue their entitlement to wages and fringe benefits allowed a bargaining unit member as though at all times performing job-related duties.

Union Associates or grievance representatives shall be permitted to investigate grievances or perform other agreement responsibilities while on duty provided permission of the Chief of Police has been obtained and the operational needs of the department are not disrupted.

Any Bargaining Unit member or grievance representative or witness required to attend a grievance meeting while on duty shall be considered on duty during the meeting. Non-employee representatives of the Union shall be permitted to visit the work areas for the purpose of determining whether provisions of the Agreement are being observed, to attend meetings between the City and the Union, and to consult with the committee and/or the wage and grievance committee. Union representatives shall have the right to contact members at the department provided that the operational needs of the department are given primary consideration.

Members designated as being on the Union negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be

excused from their regular duties without loss of pay. If a designated Union negotiating team member is in regular day-off status on the day of negotiations, no compensation will be paid that member for attending the session. Members of the Union negotiating team will not be discriminated against in any way because of their roles in the negotiations.

Negotiations will be conducted according to Chapter 4117 of the Ohio Revised Code. Meetings shall be held at mutually agreeable times and places, and shall be scheduled to avoid unnecessary interruptions in the workday. Each party shall select its own team not to exceed three (3) members and two (2) observers. Meetings will be closed except to team members and observers.

One member of each of the three (3) Bargaining Units herein may be permitted one (1) day off with pay in order to attend the Fraternal Order of Police, Ohio Labor Council, Inc. State Conference. Such leave shall not adversely interfere with the normal operations of the police department, and must be approved in advance by the Chief.

ARTICLE 4 **CONFLICT AND AMENDMENT**

This Agreement is meant to conform to and should be interpreted in conformance with the Constitution of the United States, the Constitution of the State of Ohio, and all applicable federal and state laws. Should any provisions of this Agreement be declared invalid by operation of law or by a tribunal of competent jurisdiction, or be found to be in conflict with state and/or federal law, all other provisions of the Agreement shall remain in full force and effect.

Where this Agreement makes no specification about a matter, the public employer and public employees are subject to all applicable state or local laws or ordinances pertaining to the wages, hours, and terms and conditions of employment for public employees.

In the event of invalidation of any portions of this Agreement by a court of competent jurisdiction, and upon written request of either party, the parties to this Agreement shall meet at mutually convenient times in an attempt to modify the invalidated provisions by good faith negotiations up and through the impasse procedure.

Amendments and modifications of this Agreement may be made at any time by mutual written agreement of the parties to this Agreement, subject to ratification by the Union and City Council.

ARTICLE 5 **DUES DEDUCTION**

The Employer agrees to deduct from the wages of any employee, who is a member of Lodge #10 and/or the O.L.C., all membership dues required. Lodge #10 and/or the O.L.C. will notify the City Auditor annually in writing of the dues it charges and its current membership, and will update this information as needed.

Current members and any eligible employee who becomes a member during the term of this Agreement shall continue dues deductions until the window period which exists between the one hundred twentieth (120th) and the ninetieth (90th) day prior to the expiration of this Agreement at which time they may withdraw their membership by stating their intention in writing to Lodge #10, the O.L.C. where appropriate and the City Auditor.

Lodge #10 and the O.L.C. agrees to hold the City of Cambridge harmless in the event of any legal controversy with regard to the application of these provisions, except for failure to forward deducted dues.

All dues collected shall be paid over by the employer once each month to Lodge #10 and/or the O.L.C.

ARTICLE 6
NO STRIKE-LOCKOUT

The Union will not authorize, instigate, aid, condone or engage in a strike, work stoppage, slowdown or other withholding of services. Further, no employee in the Bargaining Unit shall authorize, instigate, aid, condone or engage in a strike, work stoppage, slowdown or other withholding of services. In the event of a violation of this section, the Union will affirmatively act to require employees to return to work and fully perform their duties. The Union recognizes that employees who violate this section may be subject to disciplinary action.

The City may not, during the life of this Agreement, lockout any police personnel, or for the purposes of influencing negotiations, in any other regard prevent said police personnel from carrying out their scheduled and assigned tasks.

ARTICLE 7
NON-DISCRIMINATION

Section 1. Neither party will discriminate for or against any member of the Bargaining Unit on the basis of age, sex, race, color, religion, national origin, disability, national ancestry, genetic information, military status, or political affiliation.

The City and the Union agree not to interfere with the right of any employee to refrain, become, or remain a member of the Union, nor to restrain or coerce employees in the exercise of the rights guaranteed in O.R.C. 4117.

Section 2. Nothing herein shall be construed to prevent or preclude the employer from disciplining an employee for lack of performance or inability to perform assigned tasks.

ARTICLE 8
GRAMMAR

Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular. Words, whether masculine, feminine, or neuter gender, shall be construed to include all of those genders. By the use of either the masculine or feminine genders it is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 9
BULLETIN BOARDS

The Employer shall provide a bulletin board for use by the employees in Lodge #10 and the Labor Council. Material posted on the board shall relate only to Lodge #10 and the Labor Council, elections, social events, and reports and decisions affecting the employees in the bargaining units.

No partisan political announcements, posters, stickers, pins, buttons or any other campaign materials shall be posted or placed on the board.

ARTICLE 10
BALLOT BOXES

Lodge #10 and the Labor Council shall be permitted, with the prior notification to the Chief of Police, to place ballot boxes at police headquarters for the purpose of collecting members' ballots on all Lodge #10 and Labor Council issues subjected to ballots. Such boxes shall be the property of the Lodge #10 and the Labor Council respectively and neither the ballot boxes nor the ballots shall be subjected to the City's review and shall be removed as soon as practicable after the Lodge #10 and/or the Labor Council issue has been determined.

ARTICLE 11
MANAGEMENT RIGHTS

Section 1. Except as specifically limited in this Agreement, or otherwise required by law, the Employer shall have the exclusive right to administer the business of the City and the Police Department in addition to all other functions and responsibilities which are required by law. Specifically, the Employer's exclusive management rights include, but are not limited to, the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, retain, layoff and recall, or to reprimand, suspend, discharge or discipline, and to maintain order among employees;

- B. To promulgate and enforce employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of management, provided such rules and regulations are not inconsistent with the terms of this contract;
- C. To manage and determine the locations, type and number of physical facilities, equipment and programs;
- D. To determine the Police Department's goals, objectives and overall methods, process, means and personnel by which operations are to be conducted;
- E. To determine the size, composition and adequacy of the work force; to establish, alter and change work schedules, to establish, modify, consolidate and to determine staffing patterns, including but not limited to, the assignment of employees, qualifications required, and area worked;
- F. To relieve employees from duty due to the lack of work, lack of funds, or for other legitimate reasons under civil service law;
- G. To determine when a job vacancy exists and the qualifications required;
- H. To determine the necessity to schedule overtime and the amount required thereof;
- I. To maintain the security of records and other pertinent information;
- J. To determine the overall budget;
- K. To maintain and improve the efficiency and effectiveness of the Employer's operation;
and,
- L. To determine and implement necessary actions in emergency situations.

Section 2. The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein shall remain the function of the Employer.

Section 3. In addition, those rights not specifically given to the Union in this contract are exclusively reserved by the Employer in accordance with the provisions of relevant Ohio law.

ARTICLE 12
LABOR-MANAGEMENT COMMITTEE

The parties recognize that certain subjects, such as equipment, job duties, work schedules and assignments, and various similar management functions are not necessarily subjects for formal

negotiation. However, the parties also recognize that the Union may wish to present its views on such subjects so that such views may be considered by the administration.

For this purpose, a Labor-Management Committee shall be established. The committee shall consist of the Mayor, the Director of Public Safety, the Chief (or designee), three (3) Cambridge Police Officers and one (1) Cambridge Dispatcher designated by the Union.

Committee meetings shall be scheduled by any party at reasonable, mutually convenient times, and shall be closed to the public. It is not the intent of the parties that Labor-Management Committee meetings be used to bypass the normal chain of command, and the Union is expected to attempt to work out matters within the Police Department, and demonstrate said attempts with written documentation before raising them at Labor-Management Committee meetings.

Matters involving interpretation of the contract shall not be subject to Labor-Management Committee meetings. Nothing herein shall be interpreted or construed to waive or preempt management rights set forth under Article 11 herein. Decisions of the Labor-Management Committee shall not be subject to the Grievance Procedure.

ARTICLE 13 **GRIEVANCE PROCEDURE**

Section 1. Grievance Policy. The City of Cambridge and the Union recognize that in the interest of effective personnel management, a procedure is necessary whereby employees can be assured of a prompt, impartial, and fair processing of their grievances. Such procedure shall not be available to probationary new employees and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure.

Section 2. Grievance Defined. A grievance is a claim by a bargaining unit employee or the Union that there has been a violation, misinterpretation, or misapplication of the express provisions of this Agreement, or a claim arising as the result of disciplinary action as defined in Section 3 below. Any grievance shall contain specific reference to the provision(s) of the Agreement allegedly violated, or to the specific disciplinary action. It is not intended that the Grievance Procedure be used to affect changes in the sections of this Agreement.

Section 3. Disciplinary Action Defined. For purposes of this article, disciplinary action is any reduction in pay or position, suspension or removal. No Bargaining Unit member shall have any disciplinary action taken against said member except for just cause. Nothing herein shall preclude a grievant from rebutting a written reprimand and raising the issue if it forms the basis of any of the actions stated above.

Section 4. Qualifications. A grievance may be initiated by the Union or by an aggrieved Bargaining Unit member. The Union will make every reasonable effort to see that grievances it initiates affect more than one member of the bargaining unit.

Section 5. Steps.

A. Step One - Immediate Supervisor

1. A member having an individual grievance will first attempt to resolve it informally with his Sergeant, Lieutenant, or Captain. Such attempt at informal resolution shall be made by the member-grievant within ten (10) calendar days following the events or circumstances giving rise to the grievance or following such time as these events or circumstances became known to the member-grievant. Grievances brought to the attention of the Sergeant, Lieutenant, or Captain (except as otherwise provided herein) beyond the ten (10) calendar day limit shall not be considered.
2. A grievance representative may accompany the grievant should the latter request his/her attendance. Within ten (10) calendar days of the submission of the grievance, the Sergeant, Lieutenant, or Captain shall submit to the grievant a written response to the grievance. If the grievant is not satisfied with the written response, he/she may pursue the formal steps which follow.

B. Step 2 - Chief of Police

1. Should the member-grievant not be satisfied with the answer in Step One, within fourteen (14) calendar days thereafter the grievant may appeal the grievance to Step Two by delivering a completed and signed authorized grievance form to the office of the Chief of Police. The Chief shall date the form accurately showing the date the Chief's office received the form.
2. The Chief (or his designee) representative shall, within fourteen (14) calendar days, schedule and conduct a meeting with the Grievance Chairman. The Grievance Chairman may bring to the meeting the member-grievant and appropriate grievance representatives, including but not limited to, a non-employee Union representative. The Chief and the employee may bring any appropriate witnesses.
3. Within fourteen (14) calendar days of the meeting in this step, the Chief shall submit to the Grievance Chairman and the employee a written response to the grievance.

C. Step 3 - Director of Public Safety

1. Should the member-grievant not be satisfied with the answer in Step Two, within fourteen (14) calendar days thereafter the grievant may appeal the grievance to Step Three by delivering a copy of the grievance form, containing the written responses at the prior steps and any other pertinent documents, to the office of the Director of Public Safety. The Director of Public Safety shall date the form accurately showing the date the director's office received the form.

2. Within fourteen (14) calendar days of his receipt of the grievance form, the Director of Public Safety shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the Grievance Chairman or individual processing their own grievance. The Grievance Chairman and the member-grievant may bring to the meeting the appropriate Union grievance representative, including but not limited to, a non-employee Union representative. The Director of Public Safety and the employee may bring any appropriate witnesses. Either party may bring legal counsel of their choice.
3. Within fourteen (14) calendar days of the meeting of this step, the Director of Public Safety shall submit to the Grievance Chairman a written response to the grievance.

D. Step 4 - Arbitration

1. If the member-grievant is not satisfied with the answer in Step Three, within twenty-one (21) calendar days thereafter the Labor Council may appeal to arbitration by serving a notice of intent to the Employer.
2. Within twenty-one (21) days of the Employer's receipt of the notice of intent to file under the grievance arbitration procedure, the Labor Council, shall by letter or e-mail, request a panel of seven (7) arbitrators from Ohio who are members of the National Academy of Arbitrators from the Federal Mediation and Conciliation Service. Within fourteen (14) calendar days of receipt of the list of arbitrators, the parties shall alternate striking of names from the list until one (1) name remains. FMCS shall be notified of the remaining name as the parties' selection as their arbitrator.
3. Both parties shall have the option to strike the entire panel of proposed arbitrators. This option may be exercised once by either and/or both parties in any one (1) grievance.
4. Nothing in this article shall be construed to prohibit the parties from mutually agreeing on an arbitrator prior to requesting a panel of names from the Federal Mediation and Conciliation Service.
5. The Federal Mediation and Conciliation Service shall assign an arbitrator based upon the ranking of the parties (arbitrator with lowest combined ranking) and shall notify the parties of the arbitrator assigned to the grievance. The arbitrator shall arrange with the parties, the date, time and place of the meeting.
6. Arbitration proceedings shall be conducted under the voluntary labor arbitration rules of the Federal Mediation and Conciliation Service, except as modified by the provisions of this Agreement. The arbitrator shall hear only one grievance at a time unless both parties agree to consolidate two (2) or more grievances.

7. After a dispute on which the arbitrator is empowered to rule hereunder has been referred to an Arbitrator, such dispute may be withdrawn by either party. The fees of the arbitrator and the rent, if any, for the hearing room shall be borne equally by the parties. The expenses of any non-employee witnesses shall be borne, if at all, by the party calling that witness. The fees of a court reporter shall be paid by the party asking for one; however, such fee shall be split equally if both parties desire a reporter or request a copy of the transcript.
8. The grievant, the Union representative, and employee witnesses called by either party who appear at an arbitration hearing during their working hours shall not suffer any loss in pay. Member witnesses, other than the grievant and grievant representative called by the Union, will be permitted time off, with pay, if such time off is during regularly assigned working hours, provided that the needs of the City, the Police Department, and the safety of the citizenry of the City are not compromised.
9. Disputes may only be submitted to arbitration during the life of the contract or an agreed to extension thereof. No issue whatsoever may be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place during the effective dates of this Agreement. Nothing herein shall preclude a pending grievance from being processed under the provisions of this Agreement.
10. No decision by an arbitrator shall infringe upon the following:
 - a. The obligation of the City as expressed or intended by the provisions of Ohio law;
 - b. The statutory obligations of the City;
 - c. The legal principles expressed by Ohio Supreme Court determination or by any other court of competent jurisdiction, or in the general body of legal principles which are applicable to municipalities and their municipal functions.
11. The arbitrator shall not change wage rates already in effect pursuant to this Agreement. No award of any arbitrator shall be retroactive for any period more than six (6) months prior to the date of the filing of a grievance. No arbitration determination or award shall be made by any arbitrator granting any right or relief for any period of time whatsoever prior to the execution date of the grievance.
12. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, hearing and recording testimony from both parties and applying the rules of the Federal Mediation and Conciliation Service. The arbitrator shall not have the authority or power to add to, subtract from, disregard, alter or modify any of the terms or provisions of this Agreement.

13. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority or privilege to determine any other issue or issues not so submitted to him. Nor shall the arbitrator have the authority or privilege to submit observations or declarations of opinion which are not directly essential in reaching a decision on the precise subject of the grievance. The arbitrator shall have no power to decide any questions which, under this Agreement, are solely within the responsibility of management to decide and not in conflict with the Agreement.
14. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe such responsibilities, except as they may be conditioned by this Agreement. The arbitrator may not make an award or decision which in effect grants either party that which it was unable clearly to secure during past collective bargaining negotiations. Any issue left unsettled by the parties when the Agreement is signed must be determined by the parties, not by an arbitrator.
15. It is expressly understood that the decision of the arbitrator, within his/her function and authority as set forth herein, shall be final and binding upon both parties. The arbitrator's decision and award shall be in writing and will specifically state the rationale for the decision. An arbitration decision or award shall not be used as a precedent for any subsequent grievance, but may be cited in support of a party's position.
16. Any grievance must be completed and filed upon the authorized grievance form agreed to between the parties to this Agreement. Such form shall provide for a statement of the grievance and its relevant facts; the particular provision of this Agreement alleged to have been misinterpreted, misapplied, or violated; and the particular remedy sought.
17. Any grievance not appealed or advanced to the next step by the grievant or the Union within the time limits in that step shall be deemed resolved by the employer's last answer. Any grievance not answered by the Employer within the time limits in that step, shall be deemed to have been responded to in the negative and may be appealed to the next step of the grievance procedure in accordance with the applicable time limitations. Time limits may be extended by the Employer and the grievant by mutual agreement in writing.

Section 6. Class Grievances. Class grievances may be initiated by the Union at Step Two of the Grievance Procedure, subject to the time limits of Step One.

Section 7. Exclusivity. This Grievance Procedure shall be the exclusive method of resolving grievances. However, in no way shall this exclusivity deny an individual's constitutional rights, and any individual may pursue said constitutional rights. Further, such exclusivity shall not deny the City its legal rights under the State law including Chapter 2711 ORC.

ARTICLE 14
INVESTIGATION AND DISCIPLINE PROCEDURES

Section 1. Internal Review Procedures.

- A. A Bargaining Unit member, who is to be questioned as a suspect in any investigation where criminal charges may result, shall be advised of the member's Constitutional Rights in accordance with the law.
- B. Before a Bargaining Unit member may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, the member shall be advised that such conduct, if continued, may be the basis for such a charge. In cases where criminal charges may result; if a member desires, the member shall be given a reasonable opportunity to consult with an attorney or Union representative before being required to answer questions.
- C. When a bargaining unit member is to be questioned as part of an internal investigation, the member may bring with him to the investigation interview either an attorney or a Union representative of his choice, including, but not limited to, a non-employee Union representative. If the attorney or Union representative is unavailable at the time of the scheduled investigative interview, the employee shall be given a reasonable opportunity to secure that person's attendance prior to the interview proceeding.
- D. When a Bargaining Unit member suspected of a violation is being interviewed, such interview shall be recorded at the request of either party by the requesting party. No recording of interviews or interrogations shall be without the knowledge of the Bargaining Unit member and the Employer.
- E. The Employer shall not require one employee to investigate another employee in the same Bargaining Unit, except that a lieutenant may investigate a sergeant.
- F. For purposes of Internal Investigation, Detectives shall not be considered members of the "same" Bargaining Unit and are therefore excluded from this prohibition.
- G. Nothing herein shall be construed as restricting members of the Bargaining Unit from reporting violations of departmental rules or policy committed by other members of the bargaining unit.
- H. If any of the procedures of these articles are violated, such violation shall be subject to the Grievance Procedure.
- I. The Mayor, the Director of Public Safety, the Chief, or the Captain may investigate an anonymous complaint, and if corroborated, may become the accusing party and pursue discipline under the terms of this Agreement.

- J. Excluding matters involving criminal investigations, any member who is charged with violating the department rules and regulations and issued a reduction in pay or position, removal or suspension will, upon written request (including e-mail), be provided access to transcripts, records, written statements, and tapes pertinent to the case. The information shall be provided within a reasonable time to allow the member and/or the Union to conduct an independent investigation in the matter.
- K. All members of the department shall be obligated to cooperate in the investigation conducted by the employer and/or the Union and shall not be subjected to administrative/union pressure not to cooperate in the investigation. Either party has the right to take notes during an interview. If a transcript of the tape is made by the employer, the member will be provided a copy of such transcript upon written request directly to the Employer.
- L. The Employer will not use a polygraph machine or other mechanical or chemical truth testing device to investigate the truth of statements made by members without the written consent of the member and the member's representative.
- M. Any complaints of violation of rules and regulations or of improper conduct that could not result in criminal charge shall be filed by the complainant within thirty (30) days of the alleged occurrence or of the date that the Chief of Police becomes aware or should reasonably have become aware of the alleged occurrence.
- N. Notification to the Bargaining Unit member within fourteen (14) days that an investigation is being conducted shall be sufficient to comply with this section. Any complaint against a Bargaining Unit member shall be reduced to writing. Any complaint, which is filed as harassment, and after investigation is found to have been fabricated, shall be forwarded to the Bargaining Unit member.
- O. The City shall endeavor to complete internal investigations that cannot result in criminal charges within ninety (90) days. If the City cannot complete an investigation within ninety (90) days, it shall inform the affected employee concerning the status of the investigation and the anticipated date on which the investigation will be concluded.

Section 2. Corrective Action and Records.

A. Discipline for Cause

No Bargaining Unit member shall be reprimanded, reduced in pay or position, suspended, or removed, except for just cause.

B. Predisciplinary Meetings

1. Upon completion of an investigation and prior to a predisciplinary hearing with the Director of Public Safety, a member will receive a written statement of charges and specifications. At the hearing, the charged Bargaining Unit member will be allowed to present a rebuttal/defense.
2. A Bargaining Unit member who is charged may make written request to the employer to review their own personnel file. Such request will be granted without unreasonable delay by the employer in the case of a pending predisciplinary hearing.
3. A member who is charged, or the member's representative, may make a written request for a continuance prior to the meeting. Such request will be granted where practical. The length of such continuance shall be mutually agreed upon. If the parties fail to agree to a new meeting date, the Employer may schedule the new date.
4. The Employer will notify the affected member of any charges or of any decision reached as a result of a predisciplinary hearing prior to any public statement.

C. Actions of Record.

At any time a formal management investigation concerning a Bargaining Unit member occurs wherein disciplinary action of record (reprimand of record, suspension, reduction, or removal) will or may result, the member will be notified when the member is first questioned, that such result is possible.

D. Progressive Action

Every effort will be made to apply discipline in a uniform manner to all Bargaining Unit members except legitimate mitigating circumstances may be taken into consideration. The principles of progressive disciplinary action will be followed with respect to minor offenses. The progression, where appropriate, will include at least an oral reprimand, a written reprimand, and a short term and then long-term suspension for the same or related minor offenses prior to dismissal, pursuant to the maximum penalty guidelines.

E. Duration of Records

1. All actions of record including oral reprimands, written reprimands or suspensions, will be maintained in each member's personnel file.
2. Records of suspension shall cease to have force and effect or be considered in future disciplinary matters twenty-four (24) months after their effective date, provided there are no intervening disciplinary actions taken during that time period.

3. Oral and written reprimands shall cease to have force and effect or be considered in future disciplinary matters twelve (12) months after their effective date, provided there are no intervening disciplinary actions taken during that time period.
4. Disciplinary records so removed shall be destroyed according to relevant Ohio law. In any case in which a written reprimand, suspension, or dismissal is overturned on appeal or otherwise rendered invalid, all documents relating thereto will be removed from the personnel file of the member. All such records removed from the personnel file for the reasons outlined above shall not be considered in future disciplinary action or promotional considerations.

F. Review of Personnel Files

Every member shall be allowed to review their own personnel file upon written request to the Director of Public Safety (or designee), and in the presence of the Employer or designated representatives. The City shall abide by and follow provisions of Ohio Revised Code Chapter 1347.

G. Inaccurate Documents

1. If, upon examining their personnel file, any Bargaining Unit member has reason to believe that there are inaccuracies in documents contained therein, he may write a memorandum to the Employer explaining the alleged inaccuracy.
2. If the Employer concurs with the member's contentions, the Employer shall correct the error or remove the faulty document and give said document to the employee.
3. If the Employer does not concur with the contentions of the member the Employer will attach the written memorandum to the document in the file without comment.

H. Civil Service Commission

It is expressly understood that the Cambridge Civil Service Commission shall have no authority or jurisdiction related to the discipline of bargaining unit personnel.

I. Shooting Review Board

The Chief will appoint board members for a shooting review board in consultation with the Union.

ARTICLE 15
WORK RULES AND INFORMATION ORDERS

The Employer agrees that existing work rules and division directives shall be reduced to writing and provided to all covered members. The Employer agrees that to the extent possible, new or revised work rules and division directives shall be provided to members seventy-two (72) hours in advance of their implementation. All work rules or division directives must be applied and interpreted uniformly to all members. Work rules or division directives cannot violate this contract.

ARTICLE 16
SENIORITY

Section 1. Definitions.

- A. “Departmental Seniority” shall mean the employee’s uninterrupted length of continuous service as an employee of the Cambridge Police Department as computed from the employee’s most recent date of hire.
- B. “Classification Seniority” shall be defined as the continuous length of service or employment covered by this Agreement from the date of last appointment in the classification of dispatcher, patrolman, sergeant or lieutenant under which that employee is currently employed.
- C. “Officer seniority” shall be defined as the total length of service or employment as a full-time police officer with the City of Cambridge, regardless of rank.

Section 2. Accrual of Seniority.

- A. Seniority shall accrue for all the time an employee is on active pay status.
- B. Time spent on inactive pay status (i.e., unpaid leave, layoff, etc.), shall not contribute to the accrual of seniority but shall not constitute a break in seniority. No employee shall accrue more than one (1) year on seniority in any work year.
- C. Seniority shall not accrue to a probationary employee until he/she successfully completes his/her probationary period as set forth in this Agreement. Additionally, a promoted employee who voluntarily or involuntarily returns to the lower classification during the promotional probationary period shall retain all seniority in the lower classification.
- D. Seniority shall be broken when an employee:
 - 1. Quits, resigns, or retires;

2. Is discharged for just cause;
3. Exceeds an approved leave of absence;
4. Fails to report for work as ordered, unless proper written excuse is provided pursuant to the requirements of this Agreement;
5. Fails to report for work when recalled from layoff pursuant to the terms and conditions of this Agreement.

ARTICLE 17
SAFETY ISSUES

Section 1. Disabling Defect. The City agrees to furnish and to maintain to the best of its ability all tools, facilities, vehicles, supplies and equipment required to safely carry out the duties of each position. No employee shall be required to use any equipment that has been designated by both the Police Department Grievance Committee and the Employer as being defective because of a disabling condition unless the disabling condition has been corrected.

When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the officer will notify the proper supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement, or the continued operation of the vehicle.

Employees are responsible for reporting unsafe conditions or practices and for properly using and caring for all tools and equipment furnished by the City.

No disciplinary action will be taken against any member of the Police Department who refuses to drive a cruiser or use any other equipment which in the member's opinion is unsafe, until checked by a person authorized by the Chief of Police (or designee).

Section 2. Minimum Staffing. The City shall from five (5) a.m. to five (5) p.m. maintain a minimum force of two (2) full-time officers and one (1) dispatcher and from five (5) p.m. to five (5) a.m. the minimum force shall be three (3) full-time officers and one (1) dispatcher.

In the event that the department moves to an eight (8) hour shift, the parties agree to discuss minimum staffing levels.

For purposes of this article, "full-time officer" shall include the Lieutenants, Sergeants, and Patrol Officers, and will exclude the Chief, Captains, and the Detectives.

ARTICLE 18
LAYOFF AND RECALL

Section 1. Layoffs. Whenever it becomes necessary to layoff employees due to lack of work, lack of funds, job abolishment, or other reasons authorized by Ohio or municipal law, affected employees shall be laid off according to classification seniority, with the least senior employee laid off first. The City shall determine the timing of layoffs, the number of employees to be laid off, and the classifications in which layoffs shall occur. The following classifications shall be used for the purpose of defining classification seniority in the event of layoff: dispatchers, patrolman, sergeants, and lieutenants.

Consistent with the provisions of Article 33 herein, it is understood that these provisions shall completely govern any reduction in force (layoff and/or job abolishment) and the provisions of ORC 124.321 to 124.328, 124.37, and all local rules and regulations of the Municipal Civil Service Commission governing work force reductions (i.e., layoff and/or job abolishment) shall be without standing and shall not apply.

Section 2. Notice of Layoff. Written notice of such layoff shall be given to the affected employee and the FOP, Ohio Labor Council at least fourteen (14) days prior to the layoff date. Temporary, intermittent, part-time, or seasonal employees shall be terminated or laid off prior to layoff of full-time employees.

Section 3. Bumping. An employee laid off pursuant to this Agreement may bump the least senior employee in a lower classification if the bumping employee has more departmental seniority than the employee to be bumped and has previously worked in that job classification in that department and is qualified to perform the functions of an employee in the lower classification immediately without training or break-in. An affected employee shall notify the Employer, in writing, within five (5) calendar days of the date of the notice of layoff, of intent to bump into the lower classification. If an employee bumps to a lower classification, such employee shall be paid at that lower classification rate and said employee's classification seniority shall be equal to the employee's departmental seniority.

Section 4. Layoff List. The names of the police officers who have been laid off shall be placed on a "layoff list" in order of their original appointment for a period not to exceed three (3) years as long as their commission is current.

The names of the dispatchers who have been laid off shall be placed on a "layoff list" in order of their appointment for a period not to exceed three (3) years.

Section 5. Call Back Order. Vacancies which occur in the classification shall be offered to the employee in writing or declined in writing by the employee standing highest on the layoff list before the next person on the list may be considered. The employee shall be notified by certified mail addressed to the employee's last known address. The employee shall have five (5) calendar days from the date of receipt in which to respond.

It is the responsibility of the employee to notify the Director Public Safety of any change in address, telephone number, etc. Any employee who declines reinstatement or fails to respond within the five (5) calendar days shall be removed from the layoff list and the employee's employment shall be considered terminated.

Section 6. Voluntary Layoff. Prior to any layoffs, the Chief will first canvass all members in the Bargaining Units to determine if any employee desires to request a voluntary layoff.

Section 7. Unpaid volunteers shall not perform Bargaining Unit work in the classification where a layoff has occurred while there are Bargaining Unit members on layoff status in that classification and eligible for recall.

Notwithstanding the above, auxiliary officers may continue to work ten (10) hours per month, assist with parades/events and traffic control, participate in required training and annual firearms qualification.

ARTICLE 19 **HOURS OF WORK AND OVERTIME**

Section 1. For the purpose of this article, a work week is defined as that period beginning with the scheduled start of the first shift (day shift) on Sunday and ending with the scheduled conclusion of the third shift on the following Sunday. The administration will give ninety (90) days written notice if it intends to permanently change the department's work schedule (regular assigned days/week, hours/day), excluding temporary assignments. The City will meet with the Union to consult about the potential schedule change.

Section 2. Selection of Shifts. Permanent shifts will be filled on the basis of requests according to classification seniority as defined in Article 16 and such shifts will be maintained until the next annual shift selection unless mutually agreed to by affected members and the City. A shift sign up sheet shall be posted no later than November 1 by the Chief of Police. Each employee shall have four (4) days to post their selection. Employees who do not post their selection within the four (4) days will be placed at the bottom of the seniority list for this selection only. Nothing contained herein shall be construed as preventing the Chief from restructuring or changing the work schedules of an employee for good cause. If an employee objects to a change, he/she may appeal the decision to the Director of Public Safety (or designee). The City shall always have the right to change work schedules in emergency situations.

Employees may trade their work or shift hours only upon written approval of the Chief or designee. The Chief of Police, for training purposes, shall have the authority to assign newly hired officers to a shift for a maximum of one year.

Section 3. Work Schedule Defined. The parties agree that the Department's work schedule for Patrol Officers, Sergeants, and Lieutenants will be four (4), ten (10) hour days. However, management may change the schedule subject to Section 1 above.

The parties agree that the Department's work schedule for Dispatchers will be five (5), eight (8) hour days. However, management may change the schedule subject to Section 1 above.

Section 4. Consecutive Hours and Meal Break for Dispatchers. The parties agree that in the interest of safety of the citizens of the City of Cambridge and the Department's employees, no Dispatcher shall be required to work more than a total of twelve (12) consecutive hours unless there is an emergency situation or per operational needs.

The shift supervisor is to make every attempt to provide Dispatchers with two (2) half-hour meal breaks per twelve (12) hour shift.

Section 5. Overtime Rate of Pay. Regular full-time hourly employees in the classification of Lieutenant, Sergeant, or Patrol Officer shall be paid at the rate of time and one-half (1 1/2) for every hour worked beyond forty (40) hours of work in any work week.

Regular full-time hourly employees in the classification of Administrative Dispatcher or Dispatcher shall be paid at the rate of time and one-half (1 1/2) for every hour worked beyond forty (40) hours of work in any one (1) week work period.

Section 6. Call-In. A call-in is defined as an official assignment of work which does not continuously precede or follow an officer's or dispatcher's regularly scheduled working hours.

Employees reporting back to the Employer's premises at a specified time on regularly scheduled work days shall receive three (3) hours of work or three (3) hours of pay at the appropriate rate or be compensated for the actual time worked, whichever is greater except that, for any call-in which occurs on a holiday, the appropriate rate of compensation shall be at the premium rate.

Section 7. Court Time. Employees covered by this agreement, who are required to attend court outside their regularly scheduled work hours, shall receive a minimum of three (3) hours of work or three (3) hours of pay at the appropriate rate, or be compensated for actual time worked, whichever is greater. Appearances for more than one (1) case on the same day shall not result in more than one (1) minimum unless more than three (3) hours separates the end of the preceding case (appearance) and the commencement of the next case (appearance).

If an officer is scheduled for a court appearance outside of the officer's regular scheduled work hours, and the case is cancelled without at least one (1) hour advance notice to the officer, then such officer shall be paid two (2) hours of court pay at the appropriate rate. The leaving of a voice or text message shall constitute "advance notice" as used herein.

Section 8. Extra Duty/Special Duty. Any organization or agency which contacts the City seeking officers for extra duty or special duty shall pay the appropriate rate to the City and the City

shall pay the officer(s) at the next regular pay period. Officers on such assignments shall be considered to be on duty. Nothing herein shall be construed to require the City to employ an officer for extra duty or special duty.

Bargaining Unit members that accept extra duty/special duty shall be responsible for replacing such assignment if he/she is unable to fulfill the assignment. The bargaining unit member will not be responsible to fill this slot if the removal was because of an emergency. Such emergency shall comply with the guidelines stipulated in Article 22, Section 1, A, B, or D of this Agreement. Employees who fail to comply with this section may be subject to discipline.

Any organization or agency which contracts with the City seeking officers for extra duty or special duty shall pay a rate of twenty-one dollars (\$21.00) per hour directly to the officers immediately following the event. Officers on such assignment shall be considered to be on duty. For purposes of this article, no officers will be ordered to work extra duty or special duty at the discounted rate. This section does not apply to City functions such as parades, 4th of July fireworks, Gus Macker, or any ordered overtime.

A separate extra duty/special duty roster shall be established for this section. Opportunities for extra duty/special duty shall be rotated among off-duty officer with the initial offering being made to the most senior officer. Eligible officers must be offered such opportunities before they are made available to auxiliary officers.

Section 9. Overtime Assignment-Officers. When an overtime opportunity exists for the position of Officer, it shall be filled by an officer in the same classification in the following manner:

1. **Day Shift.** Officers working an adjacent shift shall be offered up to four (4) hours of overtime in descending order of their seniority, or day shift officers on days off shall be offered more than four (4) hours of overtime in descending order of their seniority.
2. **Afternoon Shift.** Officers working an adjacent shift shall be offered up to four (4) hours of overtime in descending order of their seniority, or afternoon shift officers on days off shall be offered more than four (4) hours of overtime in descending order of their seniority.
3. **Night Shift.** Officers working the adjacent shift shall be offered up to four (4) hours of overtime in descending order of their seniority, or night shift officers on days off shall be offered more than four (4) of overtime in descending order of their seniority.

Section 10. Overtime Assignment-Dispatchers. The Chief of Police/designee has the right to assign the Administrative Dispatcher to the dispatch function at any time as determined necessary.

When an overtime opportunity is determined to exist for the position of Dispatcher, it shall first be offered to employees in the same classification on the adjacent shift(s) who are already on duty. Overtime offered to employees on the adjacent shift(s) shall be offered in “blocks” of four (4) hours.

If the overtime opportunity is not completely filled by employees (Dispatcher/Administrative Dispatcher) on the adjacent shift, the full eight (8) hour block will be offered to off duty employees in order of departmental seniority, with the highest seniority first (the applicable employee on the adjacent shift will forego the four (4) hours block). However, if sufficient time is not available to fill the shift with off duty employees (Dispatcher/Administrative Dispatcher), the shift will remain broken into four (4) hour blocks and be filled by employees on the adjacent shift(s).

Section 11. Hours Worked. For purposes of payment of overtime, “hours worked” means actual hours worked and hours of paid release time, except sick time on duty. Any Officer or Dispatcher who is called back from vacation leave which has been scheduled more than seven (7) days in advance shall be paid at the overtime rate. For purposes of this contract, longevity pay shall be included with the calculation for the determination of hourly rates for overtime.

Section 12. Compensatory Time

- A. Compensatory time may be accrued by a Rank (Sergeant or Lieutenant)/Patrol Officer up to a maximum of seventy (70) hours. Any overtime worked in excess of seventy (70) hours shall be paid overtime. Hours worked in overtime shall be paid or compensatory time earned at one and one-half (1 1/2) the hours worked.

A request for compensatory time of a duration of ten (10) or more hours must be submitted to the Chief/designee at least thirty (30) calendar days in advance of the date being requested and will be approved unless it would create an overtime situation or interference with orderly operations, cause staffing levels to fall below established minimums or such other level as determined appropriate by the Chief, or pose any other undue hardship on the operations of the Employer. A request for compensatory time of less than ten (10) hours is subject to the discretion and approval of the Shift Commander, consistent with the current leave policy.

Except as otherwise specifically limited by this agreement, the Employer retains all rights to manage the administration of compensatory time as provided for under federal law.

The City, at its discretion, may choose to pay off accrued and unused compensatory time within the first pay of December of the applicable calendar year. If the payoff of compensatory time is determined to be feasible, the City will post a notice by November 1 of the applicable calendar year. Employees will have until November 15 to submit a request for the conversion of compensatory time to pay. Requests will be approved on a first come, first served basis up to the amount determined feasible by the City Auditor.

- B. Dispatchers/Administrative Dispatchers are not eligible to convert overtime to compensatory time.

In consideration of the above, Dispatchers/Administrative Dispatchers shall be afforded eight (8) hours of relief time per calendar year. Requests/approvals for the use of relief time are subject to the same criteria as personal leave (Article 22, Section 5). Relief time

is not cumulative and time not utilized will be paid in the last pay of December of the applicable calendar year.

ARTICLE 20
HOLIDAYS

The following holidays are granted to all regular full-time members of the Bargaining Units:

New Year's Day	January 1
Martin Luther King Day	third Monday in January
President's Day	third Monday in February
Memorial Day	last Monday in May
Independence Day	July 4
Labor Day	first Monday in September
Columbus Day	second Monday in October
Veteran's Day	11th day of November
Thanksgiving Day	fourth Thursday in November
Christmas Day	December 25

Regular full-time employees will be paid for each of the above holidays an amount equal to eight (8) times their hourly base rate during the payroll period immediately following the holiday. In order to be eligible for holiday pay, however, the employee must work the last scheduled workday before the holiday and the first scheduled workday after the holiday.

The "last scheduled workday" and the "first scheduled workday" are defined, respectively, as the last day before and first day after the holiday on which the employee is scheduled to work and has not been excused from work by his/her supervisor. For these purposes, excused absences include only the following: (1) legitimate illness of the employee, verified by the supervisor, for which the employee has sick leave credit; (2) a death in the immediate family; (3) scheduled vacation time approved and paid by the City.

Regular full-time employees who work on one of the holidays listed above will be paid for each of the above holidays in an amount equal to one and one-half (1 1/2) times their hourly base rate during the payroll period immediately following the holiday.

Employees shall receive the employee's birthday as a floating holiday, which may be used by the employee anytime during the calendar year in which the birthday falls.

ARTICLE 21
VACATIONS

Section 1. Regular full-time employees in the Bargaining Unit shall be eligible for paid vacation as follows:

<u>Years of Service Completed</u>	<u>Number of Weeks Vacation</u>
1 year	2 calendar weeks
5 years	3 calendar weeks
10 Years	4 Calendar Weeks
14 Years	4 Calendar Weeks Plus 1 Day
15 Years	4 Calendar Weeks Plus 2 Days
16 Years	4 Calendar Weeks Plus 3 Days
17 Years	4 Calendar Weeks Plus 4 Days
18 years	5 calendar weeks

Notwithstanding the above, employees with twenty (20) years of service or more as of November 30, 2012, who were credited with vacation time at a higher rate than that set forth above, shall continue to be credited with vacation at the higher rate that was in effect as of November 30, 2012.

Section 2. A calendar week is considered to commence on Sunday and end on Saturday and shall be credited and charged on the basis of forty (40) hours; a “day” is considered eight (8) hours for purposes of vacation credit, and will be charged at the rate of ten (10) hours if an employee is on a four (4) day, ten (10) hour day schedule. No employee shall be granted a vacation period of less than one calendar week at a time. Employees eligible for vacation time of three (3) weeks or less must use at least one (1) week of vacation as a full calendar week increment. Employees eligible for vacation time of more than three (3) weeks must use at least two (2) weeks of vacation as a full calendar week increments.

Scheduling of vacations is subject to management approval but shall not be unreasonably denied. Dispatchers may schedule up to three (3) weeks of vacation based on departmental seniority as defined in Article 16. Employees in Bargaining Units 1 and 2 may schedule up to three (3) weeks of vacation based on officer seniority as defined in Article 16. First pick for vacation in Bargaining Units 1 and 2 shall go to the sworn officer (regardless of rank) who has the longest time as a sworn officer in the Cambridge Police Department. This vacation leave must be requested no later than January 31 of each year for the following twelve (12) months. (February 1 to January 31).

The City shall approve or deny these vacation leave requests no later than February 14 and requests for one (1) full week will be given preference over request for single days or time of less than one (1) week (i.e., full weeks will be requested first). Any vacation leave requests made after January 31 will be based on a first come, first served basis subject to the Employer’s approval.

Once an employee has scheduled vacation, it is not subject to change without the employee’s consent thirty (30) days prior to the scheduled commencement of the vacation period.

Section 3. Employees are expected to use accrued vacation leave each year prior to the employee’s next anniversary date. However, Officers hired before January 1, 2013 can rollover up to 400 (four hundred) hours. Officers hired on or after January 1, 2013 can only carry over eight (80) hours.

ARTICLE 22
LEAVES

Section 1. Sick Leave. Regular full-time employees in the bargaining unit shall accumulate 4.6 hours of sick leave for each full pay period in active pay status for up to twenty-six (26) pay periods per year. Employees may accumulate unlimited sick leave. Sick leave may be requested for those purposes explicitly authorized below:

- A. Illness or injury of the employee or a member of the employee's immediate family where it is necessary for the employee to care for that person;
- B. Exposure of the employee or a member of the employee's immediate family to contagious disease which would have the potential of jeopardizing the health of the employee or the health of others;
- C. Medical, dental, or optical examination or treatment of an employee or a member of the employee's immediate family, if it is necessary for the employee to be present;
- D. Pregnancy, childbirth and and/or related medical conditions.

"Immediate family" as used in this section is the same as defined in Section 3 herein.

Employees may be required to submit a physician's statement attesting to the legitimacy of their use of sick leave. Additionally, any employee requesting sick leave with pay for three (3) consecutive work days or more shall be required to present medical documentation from a physician certifying that the employee's condition prevents said employee from performing the duties of their position, before sick leave will be approved.

If the City disputes a sick leave request, it may order an employee to be examined by a physician at City expense.

Section 2. Severance Pay. Upon retirement from City service, each employee is eligible to receive a lump sum settlement for all unused sick leave at the rate of one-half (1/2) of all unused sick leave, not to exceed four hundred eighty (480) hours plus ten percent (10%) of any remaining unused sick leave balance over nine hundred sixty (960) hours.

For purposes of this provision, no employee shall be deemed to have "retired" unless the employee has voluntarily left the City service and has met the eligibility requirements for length of service retirement in the police retirement system or public employee retirement system, as applicable, or if the employee was required to take a disability retirement, and meets the eligibility requirements for the same, due to injuries suffered while on duty as a police officer.

Also upon retirement, after at least ten (10) years of service, an officer shall be entitled to purchase their badge and gun from the City for ten dollars (\$10.00); request to purchase the same shall be made at the time of retirement.

Section 3. Bereavement Leave. If time off is necessary because of a death in the employee's immediate family, a regular full-time employee in the bargaining unit shall be eligible for up to three (3) consecutive days of paid bereavement leave, provided that one of these days is used to attend a funeral or memorial service.

For purposes of this provision, "immediate family" is defined as "spouse, son, daughter, parent, parent of current spouse, brother, sister, grandparent, grandparent of current spouse, son-in-law, daughter-in-law, grandchild, stepmother, stepfather, stepchild, stepbrother, half-brother, stepsister, half-sister, or any child of current spouse. The employee will be compensated at his/her total rate of pay for each scheduled workday absent on bereavement leave pursuant to this section.

Section 4. Injury Leave. Employees injured in the line of duty may receive up to fifteen (15) working days (one hundred twenty [120] hours or one hundred fifty [150] hours if assigned to a ten (10) hour work day schedule) of injury leave or be placed on modified duty as determined by the City. Such injury leave must be supported by medical certification and is not to be charged against sick leave.

If an employee's period of incapacitation due to an on-duty injury is anticipated to exceed fifteen (15) working days, the employee may apply for lost wages through the Bureau of Workers Compensation (BWC) and the injury leave shall be considered a salary advance. Upon receiving payments for lost wages through BWC, the employee shall reimburse the salary advance that was received.

Notwithstanding the above, an employee may be placed on modified duty at the discretion of the City, consistent with the restrictions/limitations of the employee's physician or a physician selected by the City. The availability of modified duty assignments are solely determined by the City in consideration of operational and staffing needs, as well as capabilities of the affected employee, are not guaranteed, and are subject to approval of the Mayor/designee.

Section 5. Personal Leave. Each bargaining unit employee who has completed his/her probationary period shall be given three (3) paid personal leave days during each calendar year of employment. In addition, each eligible bargaining unit member may convert eight (8) hours of sick leave into one (1) personal day during each calendar year. Personal leave shall not be accrued or accumulated from year to year. The employee must make application to the Chief or designee at least forty-eight (48) hours in advance of the beginning of such leave. Request for personal leave may be denied at the discretion of the Chief (or designee) if such leave will adversely interfere with the normal and orderly operations of the Police Department. Personal leave shall only be used in increments of one (1) or one-half (1/2) days.

Any dispute as to the selection of a personal day as provided herein shall be resolved by seniority. Once the personal day is approved, seniority will not prevail to change it.

Section 6. Leave of Absence. A leave of absence without pay may be granted to an employee, provided it does not adversely interfere with the normal operations of the Police Department. Such

leave shall be subject to the sole discretion and approval of the Mayor (or designee) and shall not exceed six (6) months. Time spent on sick leave/family and medical leave for the same reason as the requested LOA shall be tolled against the six (6) months period.

Seniority, longevity and sick leave shall not accrue to an employee on such leave. During such leave, if the City chooses to fill the position, it may do so as a temporary vacancy or it may assign other employees to work such position during the time of the leave. Upon return of the employee from a leave, the City may terminate the employment of the person hired for the purpose of replacing the returning employee while he/she was on leave, without any right of appeal or grievance.

If the leave was approved for medical reasons, the employee can return to duty at the conclusion of the approved leave by presenting a physician's written statement indicating the employee's ability to fully perform his/her regular duties. The statement shall be presented to the Chief at least seven (7) days prior to the expiration date of the leave. Upon the return to service at the expiration of the leave, the employee shall resume the contract status held prior to such leave.

An employee who fails to return to duty within three (3) working days after the expiration of the leave shall be considered to have voluntarily resigned his/her employment. An employee who misrepresents facts in order to obtain a leave of absence herein, or who secures a leave on the basis of a misrepresentation, may be terminated by the City.

Section 7. Family Medical Leave. Bargaining Unit members will be entitled to use Family Medical Leave in accordance with the City-wide policy.

ARTICLE 23
PAYMENT TO AN ESTATE

The estate of a deceased employee shall be paid all accumulated, vacation pay, fifty percent (50%) of all sick pay up to a maximum of six hundred (600) hours, and all accumulated compensatory time due such deceased employee. The estate of a deceased employee killed in the line of duty shall be paid all accumulated, vacation leave, sick leave, and all accumulated compensatory time due such deceased employee. Compensation under this article shall be calculated at the employee's final total rate of pay.

ARTICLE 24
INSURANCE

Section 1. Contributions. Bargaining Unit employees shall be entitled to the same health insurance benefits as other City employees. The City shall provide a base plan and may provide alternate plans. The City shall provide employees with a copy of the health insurance plan summaries and any changes.

During the term of this Agreement, each employee shall contribute fifteen percent (15%) of the monthly cost for the base health plan coverage, plus any excess costs if an alternate plan is selected. The amounts of the eighty-five percent (85%) Employer contribution and the fifteen percent (15%) employee contribution for the base plan provided through the City as of November 30, 2012, shall be considered the “base contributions.”

The election of single or family coverage, or such other available “tier,” rests with the eligible bargaining unit employee.

The employee contribution established above shall remain in effect unless modified by the health insurance committee.

Section 2. Insurance Committee. The City may establish an Insurance Committee comprised of one (1) representative from each of the City employee bargaining units whose members are eligible for health care benefits, (provided each unit has agreed to have a representative on the Committee), and up to three (3) representatives appointed by the City. For purposes of this article, Rank and Patrol Officers shall be considered one (1) unit and Dispatchers shall be considered one (1) unit. Each local Union shall notify the City of the name of its representative. Decisions of the Committee shall be by majority vote of the Committee.

- A. The Committee shall meet no later than sixty (60) calendar days prior to the end of the plan year to make decisions for the following plan year. The City will provide the Committee with all costs and experience data it has available.
- B. The Committee may decide any of the following:
 - 1. To keep the same plan and pass on any cost increases above the base contributions rates set forth in this article; or
 - 2. To change the plan and reduce the level of benefits so that there is no increase in the cost of the plan; or
 - 3. To change the plan and reduce the level of benefits, and if there is an increase to the base contributions rates set forth in this article, pass that increase on; or
 - 4. To change the plan and increase the level of benefits if there is a decrease to the base contributions rates set forth in this article and pass that decrease on through contributions.
- C. The Committee may not change the percentage split of the monthly cost.
- D. Decisions of the Committee are final and cannot be changed unilaterally by the City.

- E. If the Committee is going to request that the City take bids, the Committee must provide the City with the necessary information by September 15 preceding the year for which bids are taken.

ARTICLE 25
INDEMNIFICATION

Section 1. Employer and Employee Responsibility. The Employer shall be responsible for, hold officers harmless from, and pay for damages or monies which may be adjudged, assessed or otherwise levied against any officer covered by this Agreement, subject to the conditions set forth in Ohio Revised Code, so long as the officer cooperates with the City in defense of the action(s).

Section 2. Legal Representation. Officers shall have legal representation by the Employer, in any civil cause of action brought against an officer resulting from or arising out of the performance of duties as set forth in Ohio Revised Code.

Section 3. Cooperation. Officers shall be required to cooperate with the Employer during the course of the investigation, administration, or litigation of any claim arising under this section.

ARTICLE 26
WAGES

Section 1. There shall be a wage freeze effective December 1, 2015. Steps shall not be affected by the wage freeze. Advancement to the next pay step shall commence with the first full pay period following the employee’s anniversary date. The wage scale effective December 1, 2015 through November 30, 2016 shall be:

	<u>90% Start</u>	<u>95% 1 Year</u>	<u>Top Rate</u> <u>(2 Years)</u>	
Patrol	\$19.41	\$20.49	\$21.57	
	<u>Top Rate</u>			
Sergeant	\$23.91			
Lieutenant	\$26.03			
	<u>85% Start</u>	<u>90% 1 Year</u>	<u>95% 2 Year</u>	<u>Top Rate</u> <u>(3 Years)</u>
Administrative Dispatcher; and Dispatcher	\$13.92	\$14.74	\$15.56	\$16.38

Section 2. There shall be a re-opener for wages only for wages effective December 1, 2016 through November 30, 2017 and wages December 1, 2017 through November 30, 2018. Negotiations for the wage re-opener(s) shall begin 60 to 90 days prior to December 1, 2016 and December 1, 2017.

ARTICLE 27
OTHER COMPENSATION

Section 1. Longevity Benefits. Longevity benefits shall be paid as follows:

<u>Years of Completed Service</u>	<u>Bi-Weekly Dollar Amount</u>
5 years	\$19.00
10 years	\$35.00
15 years	\$51.00

For purposes of longevity benefits, completed years of service shall be computed beginning with the anniversary date of the employee's employment with the City and ending with the first day of the pay period. For purposes of overtime compensation, longevity shall be included in the Member's overtime rate and such overtime shall be paid each pay period as earned.

Section 2. Continuing Education Payments. The City shall continue to reimburse employees for the tuition expense of courses which the City requires and assigns the employee to take or other courses which the City approves. To be eligible for reimbursement, prior authorization and approval of the Director of Public Safety must be received before beginning the course. No course shall be approved unless it is directly related to upgrading the employee's knowledge in the field of employment to which the employee is assigned.

When such courses are conducted at a location outside of Cambridge, the City will pay the allowed IRS rate per mile for the employee's transportation to and from school. All payments under this section are conditioned on the employee's continued employment by the City for twelve (12) months after completion of the course.

Section 3. Uniform/Uniform Maintenance Allowance.

A. Police Officers (Rank and Patrol)

The annual uniform/equipment allowance for police officers (rank and patrol) shall be five hundred seventy-five dollars (\$575.00) per year, non-cumulative for all Officers.

B. Dispatchers

The annual uniform allowance for Dispatchers shall be three hundred fifty dollars (\$350.00) per year, non-cumulative for all Dispatchers.

The uniform allowance shall be used solely for purchase of authorized uniform items, and specific expenditures are subject to review and approval. Verification and substantiation are the officer's responsibility.

Section 4. Uniform Maintenance Allowance. Each Police Officer and Dispatcher covered by this Agreement shall receive the sum of three hundred dollars (\$300.00) each year of this Agreement payable the last pay of November. Said sum for uniform maintenance shall be payable directly to each covered police officer and/or dispatcher.

Section 5. Personal Items/Reserve Fund. In the event of damage to uniform items, watches or prescription eyeglasses, which damage occurs in the active discharge of an employee's duties enforcing the law, the Employer shall pay the difference between the amount of reimbursement from the employee's personal insurance, court ordered recovery, and/or workers' compensation, and the cost of repair or replacement at current fair market value. However, the Employer's

monetary reimbursement obligation for repair or replacement of the following articles shall not exceed the maximums set forth below:

<u>Item</u>	<u>Maximum Employer Cost</u>
Watch	\$45.00
Prescription Eyeglasses	\$250.00
Cell Phone	\$100.00

The City will provide no repair or replacement of jewelry items, personal cell phones, or other items not required for the performance of job duties.

Line of duty damage shall be reported immediately to the Chief of Police. On approval of the Chief of Police, the above-noted payment shall be forwarded to the employee. Workers' compensation claims will be filed by an employee where applicable. In the event the Employer reimburses the employee prior to the employee's receipt of personal insurance, court-ordered recovery, and/or workers' compensation, reimbursement to the Employer will be made upon receipt of any such monetary award by the employee.

In addition to the monetary reimbursement obligation for repair or replacement of watches or prescription eyeglasses, there shall be a reserve fund of five hundred dollars (\$500.00) for the Police Department for replacement of damaged police officer uniforms when said damage occurs while in the line of duty as a direct result of performance of duties, and through no negligence of the Police Officer.

Section 6. Performance Incentives. The Chief of Police shall establish a Performance Incentive Program for member's covered by this Agreement. The goals and criteria for achievement for this program shall be established solely by the Chief of Police. Each member who successfully achieves the goals established shall receive the sum of two hundred fifty dollars (\$250.00). The member performance for the Incentive Program shall be evaluated solely by the Chief of Police and said evaluation shall be concluded by October 1 of each year of this Agreement. The two hundred fifty dollars (\$250.00) payment shall be payable during the last pay in November to each officer who achieved the goals established for that particular year. The evaluation conducted by the Chief of Police shall be conclusive and there shall be no appeal rights as to the evaluation results. Such standards shall be promulgated at least six (6) months in advance and made available to each eligible member.

Section 7. Stand-By Pay. Department detectives who are required by the Chief of Police to wear a beeper and/or to remain "on call" or on "stand-by" on their normal off-duty hours shall be paid the sum of one hundred fifty dollars (\$150.00) additional per month. The parties deem this to be fair and adequate compensation for such service and in compliance with the FLSA.

Section 8. Working out of Rank. Whenever an employee is assigned to work at a higher rank for at least four (4) consecutive hours, the employee shall receive additional compensation of five percent (5%) of his regular hourly rate for all hours actually worked at the higher rank.

Section 9. Shift Differential. All employees in the Bargaining Units who are scheduled to work during the afternoon and night shifts as their permanent shift as defined in Article 19, Section 2, shall be paid a shift differential of forty-five cents (\$.45) per hour for all hours worked.

ARTICLE 28
RESIDENCY

Section 1. All employees are encouraged to reside either in Guernsey County or within a twenty (20) mile radius of the Guernsey County Court House. A map reflecting the twenty (20) mile radius is attached hereto.

Section 2. Notwithstanding the above, all bargaining unit members must reside in Guernsey County or one of the contiguous counties.

ARTICLE 29
DRUG TESTING

Section 1. Alcohol, abuse, alcoholism, drug abuse or addiction are recognized by the parties as interfering with City services and as posing a danger to the public's health and safety as well as that of the employees. It is recognized that the employer and the employees have the right to insist upon an alcohol and drug free environment, and to be free from direction by any individual where probable cause exists to believe that individual to be under the influence of alcohol or drugs. It shall be a term and condition of employment that all employees be free from alcohol abuse, drug dependence, illegal drug use or drug abuse.

Section 2. Definitions.

- A. "Employee" means all employees covered under this collective bargaining agreement.
- B. "Illegal drug" or "illicit drug" means any drug or controlled substance defined to be illegal by the Ohio Revised Code, or any prescription drug which has not been properly and legally prescribed to an employee being tested herein, or is taken in excess of the prescribed dosage, and could impair an employee's performance.
- C. "Drug abuse" shall include the usage of any illicit drug or illegal drug, alcohol abuse and alcoholism.
- D. "Probable cause" shall have the same meaning as defined by Ohio criminal law.

Section 3. Employees who have probable cause to believe that another employee is using illegal drugs, engaging in drug abuse, or is under the influence of alcohol, shall report the facts and circumstances concerning the same immediately to their supervisor. Any employee may request

drug or alcohol counseling or rehabilitation, and no employee shall have his/her job security or promotion opportunities jeopardized by such request.

Section 4. Order for and Conduct of Testing. Appropriate management or supervisory personnel may order any on-duty employee to undergo a drug or alcohol screening test whenever there is probable cause to believe an employee has used or is under the influence of illegal drugs, or alcohol while on the job. The purpose of the test is to determine if any drug, narcotic or alcohol is present in the employee's system.

Prior to administration of the screening test the employee shall notify his/her immediate supervisor of any prescribed medication and proof of prescription. An employee may, of his own volition, even if not ordered to do so, undergo a drug or alcohol screening test, if he/she is involved in an accident or injured while on the job. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

All such tests will be conducted by certified professional personnel. Tests may be conducted for drug, alcohol or both. If the tests are positive, indicating that the employee has used illegal drugs or alcohol the employer will order the employee to undergo a confirmatory test at a different laboratory or medical facility which is qualified to conduct such tests.

For purposes of this section, a positive result from an alcohol test means a test result meeting or exceeding those specified in Ohio Revised Code Section 4511.19(A) (2), (3), or (4). The Employer may suspend the employee without loss of pay before the time the confirmatory test results are complete.

Section 5. Test Results. If the screening test and confirmatory tests are positive, the employee shall be subject to disciplinary action as a result of the drug abuse, unless the employee enrolls in a rehabilitation or detoxification program within ten (10) days of being notified of the test results. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, personal days or compensatory time while he participates in such rehabilitation or detoxification program.

The program shall not exceed sixty (60) days. Upon completion of such program, if the program administrator certifies, and if a re-test demonstrates that the employee is no longer abusing alcohol or drugs, the employee shall return to his position. Therefore, for a period of two (2) years, such employee shall be subject to random drug testing at any time.

Section 6. If an employee:

- A. fails to comply with the provisions of this section;
- B. refuses to take a screening or confirmatory test, or to undergo rehabilitation or detoxification;

- C. fails to complete a program of rehabilitation or detoxification or, after successfully completing such program, fails to take a random test as requested, for two (2) years after his/her return to duty;
- D. tests and re-tests positive at any time within two (2) years after his/her return to work, upon completion of a program of rehabilitation or detoxification; then, under such conditions, the employee shall be subject to disciplinary action, including discharge.

Section 7. All test results and actions taken under or pursuant to this article shall be kept confidential in accordance with state and federal law.

Section 8. The provisions of this article shall be applied in good faith and not as a form of harassment.

ARTICLE 30 **PROMOTIONS**

Section 1. Unless specifically provided otherwise herein, promotions in the Cambridge Police Department shall be governed by the Ohio Revised Code and the Rules of the Cambridge Civil Service Commission.

Section 2. Notice of Vacancies and Testing Requirements. The City of Cambridge shall give notice of vacancies in the Police Department in the position of Sergeant and above that it intends to fill, and such notice shall provide a date for the testing for such positions. Promotional examinations shall be conducted by McCann and Associates, and if McCann is not available, any other qualified testing company/service selected by the Civil Service Commission.

A Patrol Officer shall only qualify for the promotional examination for Sergeant if he has completed three (3) years of continuous service as a full time patrolman in the Cambridge Police Department immediately preceding the date of examination for Sergeant.

While the actual wording in the questions used for the promotional examination for Sergeant and above is not controlled by the employer, the parties do agree that the percent of questions from each category tested shall remain constant each time an exam is given for these positions. If the City desires to modify the percentages of questions for such exams, it may do so only after meeting with the Union to negotiate potential changes. Promotional testing shall be in accordance with the recommendations of the qualified testing company.

Promotional testing for Sergeants and Lieutenants may include written examination, structured interviews, assessment centers, work simulations, examination of knowledge, skills, and abilities, and any other acceptable testing methods.

Section 3. Detective Position. Employees must have at least three (3) years of experience as a road officer to be considered for a detective position.

ARTICLE 31
COPIES OF AGREEMENT

The City will prepare and print copies of this Agreement and provide one (1) copy to each member of the Bargaining Unit, and three (3) copies to the Labor Council within thirty (30) days of this Agreement being filed with SERB.

ARTICLE 32
PROBATIONARY PERIODS

Section 1. Initial Probationary Period. The probationary period for all newly hired Patrol Officers and/or Dispatchers shall be one (1) year from the anniversary date of hire, during which time said probationary employee may be removed from his/her position without cause and without any right of appeal.

Section 2. Promotional Probationary Period. The probationary period for all newly promoted Sergeants and Lieutenants shall be six (6) months from the date of promotion and said Sergeant or Lieutenant may be returned to his/her original position as long as the decision to return to the original position is not arbitrary and capricious.

ARTICLE 33
BARGAINING UNIT APPLICATION OF EXTERNAL LAW

Section 1. The parties agree that no section of the civil service laws contained in the Ohio Revised Code Sections 9.44, 124.01 through 124.56, 737.07, 737.12, or 325.19 pertaining to wages, hours, terms and other conditions of employment, shall apply to bargaining unit employees where such matter has been addressed by this agreement.

Section 2. Notwithstanding Section 1 above, the parties agree that the conduct and grading of civil service examinations (as related to the City Civil Service Commission), the establishment of eligible lists from examinations, the original appointments from the eligible lists, and promotional examinations and appointments shall continue to be governed by local statutes, ordinances, and the Civil Service Commission Rules and Regulations of the City, as may be applicable.

Section 3. Also, notwithstanding the above, Section 124.57 and 124.388 ORC shall continue to apply to bargaining unit employees.

ARTICLE 34
DURATION

Section 1. Except as otherwise provided, this contract shall be effective December 1, 2015, and shall remain in effect through November 30, 2018.

Section 2. The provisions of this Agreement constitute the entire agreement between the Employer and the Union. For the life of this Agreement, the Employer and the Union each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, unless otherwise specifically provided herein, to bargain collectively with respect to any subjects or matters. The City retains the sole and exclusive right to make all decisions relevant to the conduct and management of its operations except as may be specifically provided otherwise within the written provisions of this Agreement.

SIGNATURE PAGE

The undersigned parties, pursuant to proper authority have signed this Agreement the 9th day of March, 2016.

For the City of Cambridge



Tom Orr, Mayor



Robert Hill, Director of Public Safety



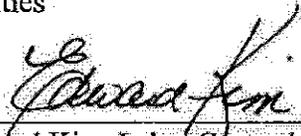
Tom Lanning, Director of Public Service



Randy LePage, Police Chief

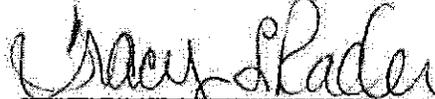


Paul Sherry, Director of Engineering and Utilities

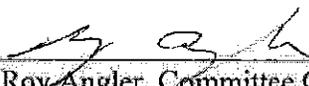


Edward Kim, Labor Counsel
Fishel Hass Kim Albrecht, LLP

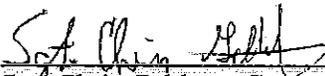
For the FOP/OLC, Inc.



Tracy Rader, Staff Representative



Roy Angler, Committee Chairman



Sgt. Chris Gebhart, Committee Member



Doug Stroud, Committee Member

Approved as to Form:



Bill Ferguson, City Law Director