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COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF INDEPENDENCE

AND

FRATERNAL ORDER OF POLICE LODGE #67
(SUPERVISOR'S UNIT)

TERM: JANUARY 1, 2016 THROUGH
DECEMBER 31, 2018

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ARTICLE 1 PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Independence, hereinafter referred to as "the City," and the Fraternal Order of Police Lodge #67, hereinafter referred to as "the FOP."

ARTICLE 2 PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and uninterrupted efficient operations, the City now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) to recognize the legitimate interests of the employees of the City to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) to promote fair and reasonable working conditions, 3) to promote individual efficiency and service to the citizens and taxpayers of the City; 4) to avoid interruption or interference with the efficient operation of the City's business; and 5) to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3 RECOGNITION

3.01 The FOP is recognized as the sole and exclusive representative for negotiating wages, hours and terms and conditions of employment. Wherever used in this Agreement, the term 'bargaining unit' shall mean the supervisors unit consisting of all full-time sworn Sergeants and Lieutenants whichever is applicable based upon the classification of an employee or employees entitled to the benefits or subject to the obligations of the conditions of this Agreement.

3.02 All positions and classifications not specifically established herein as being included in a bargaining unit shall be excluded from that bargaining unit.

3.03 Notwithstanding the provisions of this Article, part-time, seasonal, temporary, probationary, management, supervisory, confidential, fiduciary, casual, seasonal and all other employees of the City shall be excluded from the bargaining unit.

ARTICLE 4 GENDER AND PLURAL

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

ARTICLE 5 HEADINGS

5.01 It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said Article nor effect any interpretation of any such Article.

ARTICLE 6 NON-DISCRIMINATION

6.01 The City and the FOP agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, sex or disability.

6.02 The FOP expressly agrees that membership in the FOP is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

ARTICLE 7 MANAGEMENT RIGHTS

7.01 Any and all rights concerned with the management of the Independence Police Department are the exclusive and sole responsibility of the City. It is further recognized that the City has the right to:

(a) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the City, 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 governmental operations;

(d) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

(e) Suspend, discipline, demote, or discharge for just cause, or lay oft transfer, assign, schedule, promote, or retain employees;

(f) Determine the adequacy of the work force;

(g) Determine the overall mission of the City as a unit of government;

(h) Effectively manage the work force;

(i) Take actions to carry out the mission of the City as a governmental unit.

ARTICLE 8 AGENCY SHOP

8.01 All employees as defined in Article m of this Agreement, shall either (1) maintain their membership in the FOP, (2) become members of the FOP, or (3) be required to pay a fair share fee to the FOP as a condition of continued employment in accordance with the terms of Ohio Revised Code Section 4117.09(C). In the event that a fair share fee is to be charged to an employee, the City shall deduct such fee in the manner set forth in Article 9 of this Agreement.

ARTICLE 9 DUES DEDUCTION

9.01 During the term of this Agreement, the City shall deduct initiation fees, assessments levied by the FOP and the regular bi-weekly FOP dues from wages of those employees within the bargaining unit upon receipt from the FOP of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature. Provided that:

(a) The initiation fees, dues or assessments so deducted shall be in the amounts established by the FOP from time to time in accordance with its Constitution and Bylaws. The FOP shall certify to the City the amounts due and owing from the employees who have submitted the authorization cards referred to in Section 1(a).

(b) An employee shall have the right to revoke such authorization by giving written notice to the City and the FOP during the thirty (30) day period preceding the termination of this Agreement. An employee who revokes such authorization shall revert to a fair share status in accordance with the terms of Ohio Revised Code Section 4117.09(C).

(c) The City's obligation to make dues deductions shall terminate automatically upon an employee's transfer to a job classification outside the bargaining unit.

(d) The FOP hereby agrees to hold the City harmless from any and all liabilities or damages which may arise from the performance of its obligation under this Article and the FOP shall indemnify the City for any such liabilities or damages that may arise.

ARTICLE 10 ASSOCIATION REPRESENTATION

10.01 The parties recognize that it may be necessary for an employee representative of the FOP to leave a normal work assignment while acting in the capacity of representative. The FOP recognizes the operational needs of the City and will cooperate to keep to a minimum the time lost from work by a representative. Before leaving an assignment pursuant to this section, the representative must obtain approval from the officer in charge of the shift. The City will compensate a representative at the normal rate for the time spent in the good faith processing of grievances, and at any meetings at which the City requests a representative to be present during their regular working hours.

ARTICLE 11 NO STRIKE

11.01 The City and the FOP agree that the Grievance Procedure provided herein is adequate to provide a fair and final determination of issues covered under the terms of this Agreement.

11.02 The FOP and any member of the "bargaining unit," for the duration of this Agreement, shall not directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other interference with the normal operations of the City. A breach of this Section by an employee shall be proper cause for discharge or other disciplinary action by the City.

11.03 The FOP and its officers and/or stewards shall, at all times, cooperate with the City in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause.

In the event of a violation of the "no-strike" clause, the FOP and its officers and/or stewards shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other interference with normal operations of the City is in violation of this Agreement, unlawful and not sanctioned or approved by the FOP. The FOP and its officers and/or stewards shall advise the employees to return to work immediately.

A breach of this section shall constitute proper charge for disciplinary action.

11.04 The City shall not lock out any employees for the duration of this Agreement.

ARTICLE 12 DISCIPLINE

12.01 Disciplinary action taken by the City shall be for just cause.

12.02 All non-probationary employees who are suspended, demoted or discharged, shall be given written notice regarding the reason(s) for the disciplinary action.

12.03 Prior to any discipline being imposed, the non-probationary employee shall be given a meeting to respond to the Police Chief or his designee.

12.04 In the case of a suspension or a dismissal, a non-probationary employee may immediately file a grievance at Step 3 of the Grievance Procedure contained in Article 14 of this Agreement. Such Step 3 hearing shall be held within ten (10) calendar days of the filing of the grievance and be answered within five (5) calendar days of the hearing.

ARTICLE 13 EMPLOYEE RIGHTS

13.01 An employee may request the presence and advice of an FOP representative at investigatory interviews which the employee reasonably believes will result in disciplinary action. A representative shall not be a person who is subject to interrogation as a result of the incident out of which the investigation arose.

13.02 An employee who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his constitutional rights before any questioning starts. The Miranda protocol will be observed.

13.03 Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions, he shall be advised that his refusal to answer such questions may be the basis of a new charge. Before any administrative interrogation of an employee said employee shall be provided with his/her Garrity Rights.

13.04 Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interrogation sessions shall be provided for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities.

13.05 An employee will be informed of the nature of any investigation of himself prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

13.06 An employee may obtain information from or add information to his personnel file in accordance with Chapter 1347 of the Ohio Revised Code.

13.07 Records of disciplinary action that are more than five (5) years old shall, upon request of the employee, be removed from his of her personnel file and be expunged.

ARTICLE 14 GRIEVANCE PROCEDURE

14.01 It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the City. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of representatives of each party to protect and preserve the Grievance Procedure as an orderly means of resolving grievances. Actions by the City or the FOP which tend to impair or weaken the Grievance Procedure are improper.

14.02 A grievance is a dispute or difference between the City and the FOP, or between the City and the employee concerning the interpretation and/or application of and/or compliance with any provision of this Agreement. When any such grievance arises, the following procedure will be observed.

Step 1. An employee who has a grievance must submit it in writing to the Police Chief within five (5) calendar days after the occurrence of the events upon which his grievance is based. The grievance shall include the name and the position of the grievant, the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant. The grievance shall be signed and dated by the grievant and/or the steward. The Police Chief shall give his answer within seven (7) calendar days after receipt of the grievance. The Police Chief's answer shall be given to the grievant or the FOP.

Step 2. If the grievance is not satisfactorily settled with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the Mayor within five (5) calendar days from the date of the rendering of the decision at Step 1. Copies of the written decisions shall be submitted with the appeal. The Mayor or his designee shall meet with the grievant and/or a representative of the FOP within twenty (20) days after receipt of the appeal. The Mayor or his designee shall issue a written decision to the employee and his FOP representative within thirty (30) days from the date of the meeting.

Step 3. In the event a grievance is unresolved after Step 2, then within ten (10) days after the rendering of decision at Step 2, the grievant may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the Union will

request the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) to submit a panel of arbitrators and the parties will choose one (1) by the alternative strike method.

The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be shared equally by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Employees who are reasonably necessary to the resolution of the grievance shall attend the arbitration hearing without the necessity of subpoena and shall suffer no loss in pay during which attendance is required by the City. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed three (3) employees.

The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

14.03 The time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the City and the FOP, be binding, and any grievances not timely presented, or timely processed thereafter, shall not be considered a grievance under this Agreement. Any grievance not timely processed by the City at any of the preceding steps may be immediately referred by the FOP to the next level.

14.04 Calendar days as provided within the Grievance Procedure shall not include Saturdays, Sundays or Holidays.

14.05 An employee may present grievances and have them adjusted, without the intervention of a representative of the FOP, as long as the adjustment, if any, is not inconsistent with the terms of the Agreement. A representative of the FOP shall have the opportunity to be present at such adjustment.

14.06 The FOP shall submit in writing the name of the employee to act as steward for the purpose of processing grievances as defined in the Grievance Procedure. The City shall be notified in writing of changes of all Officers of the Local and stewards as they occur. These employees shall not be permitted to function as a steward until the FOP has presented the City with written certification of that person's selection.

ARTICLE 15 LAYOFFS

15.01 Members of the bargaining unit may be laid off only for lack of work or lack of funds.

15.02 In the event of a layoff situation, members of the bargaining unit will be laid off in accordance with their departmental seniority (last hired, first laid off).

15.03 A member of the bargaining unit who is laid off shall be subject to recall from lay off for a period of two (2) years.

15.04 A recall from layoff will be based upon departmental seniority (last off, first recalled).

ARTICLE 16 MISCELLANEOUS

16.01 **Medical Examinations:** In any instance where the City sends an employee for a medical examination, the City shall pay the cost of the examination.

16.02 **Bulletin Board:** The FOP will be allowed one (1) locked bulletin board for official FOP notices to be located in the Police Department. The FOP will be the sole holders of the key to the board.

16.03 **Paychecks:** The City will attempt to have paychecks available for employees after 4:00 p.m. on Thursday afternoon shift of the pay cycle.

16.04 **Equipment:** The City will maintain equipment in proper and good working condition and employees covered by this Labor Agreement have an obligation and responsibility to do the same.

16.05 **Probationary Status:** The probationary status of employees hired on or after January 1, 1989, shall include all the formal training time (state mandated Basic Police Academy and the City Field Training Officer Program) plus one (1) year of active patrol duty. For the purposes of this Section, the length of the City Field Training Officer Program shall not exceed the numbers of weeks that are in effect as of December 31, 1988.

16.06 **Entitlements/Benefits in the Event of Employee's Death:** In the event of an employee's death, all earned and accrued economic employment entitlements and benefits that the employee would be eligible to receive at the time of death, shall pass to the officer's spouse or estate.

ARTICLE 17 PROMOTIONS

17.01 When in the City's sole determination a vacancy or vacancies exist in the Sergeant or Lieutenant classifications the City shall make such promotional decisions consistent with the following "Rule of Three" procedure: For one (1) vacancy the promotional selection will be made from the three (3) persons standing highest on the Civil Service eligibility list.

(1) For 2 to 4 vacancies, add 2 to the number of vacancies.
(2) For 5 to 8 vacancies, add 4 to the number of vacancies.
(3) For 9 to 12 vacancies, add 6 to the number of vacancies.
(4) For 13 to 16 vacancies, add 8 to the number of vacancies.

17.02 Beginning at the top of the Civil Service eligibility list every employee who is available but not permanently appointed must be considered three (3) times in a group of three (3) or more before his name may be dropped from further consideration by the appointing authority and his name shall be removed from the Civil Service eligibility list.

17.03 In the event the employee appears on the Civil Service eligibility list but is not considered three (3) times, his name shall be returned to the Civil Service eligibility list. However, for future promotions, he shall be considered for a total of three (3) times including the original times he was considered and passed over. Under these circumstances when the employee has been considered three (3) times and not appointed, his name shall be removed from the Civil Service eligibility list.

17.04 Full-time employees promoted to the Sergeant's or Lieutenant's classifications shall be on a non-contestable probationary period for one (1) year of active duty from the date of promotion. If during the probationary period the City determines that such probationary employee should be removed, he shall be returned to his former classification provided his seniority entitles him to such placement.

ARTICLE 18 HOURS OF WORK

18.01 The regular working period for all employees covered by this Agreement will be eighty (80) hours in a two (2) week period. It is expressly understood that the scheduling of employees within such two (2) week periods is a management right.

ARTICLE 19 OVERTIME/COMPENSATORY TIME

19.01 Overtime pay shall be at the rate of one and one-half (1 1/2) times the employee's regular hourly rate for any time employed over and above the eighty (80) hours in a two (2) week period.

19.02 For the purposes of overtime computation longevity compensation shall be included in the base rate for such computation. All other hours paid, but not worked, excluding holidays and vacation, shall be excluded from the computation of overtime.

19.03 Employees may elect to take compensatory time-off in lieu of overtime pay, at the rate of one and one-half (1 ½) hours for each overtime hour worked, in accordance with the provisions of the Fair Labor Standards Act and Department of Labor Regulations and may accumulate and maintain up to a maximum of eighty (80) hours of accumulation during each year of the parties' collective bargaining agreement. If an employee desire to cash in compensatory time, the employee must notify the Police Chief in writing no later than December 1st of each year. Scheduling of compensatory time-off shall be subject to the approval of the Police Chief or his designee.

19.04 Travel time for training or seminars within Cuyahoga County will not be compensated. However, travel time for training or seminars outside of Cuyahoga County will be paid.

19.05 When an employee is called into work on a time other than scheduled time, e.g. an emergency or extraordinary circumstances, that employee shall be entitled to at a minimum of four (4) hours show up time. However, the City reserves the right to require the employee to remain for the duration of the four (4) hours notwithstanding that the reason for the call-up is less than the four (4) hours. Staff meetings and training sessions are exempt from this provision.

ARTICLE 20 COURT TIME

20.01 Whenever approved by the Police Chief, employees appearing in Court on behalf of the City during nonscheduled work time shall be paid a minimum of four (4) hours and may be paid at the rate of time and one-half (1 1/2) if such hours qualify as overtime as defined in Article 18 on Hours of Work and Article 19 on Overtime.

ARTICLE 21 VACATIONS

21.01 Vacation eligibility shall be determined as of January 1st for that calendar year. On January 1st employees will be credited for vacation hours based on the completion of the years of service that employees will attain during the calendar year.

For employees hired prior to January 1, 2013 the following vacation schedule shall apply:

1st full year	40 hours
2nd to 4th full year	80 hours
5th to 9th full year	120 hours
10th to 14th full year	160 hours

15th to 19th full year	200 hours
20th to 24th full year	224 hours
25th full year and above	240 hours

For employees hired on or after January 1, 2013 the following vacation schedule shall apply:

Date of Hire (1st partial year)	Pro-Rata share of full months of service prior to December 31st
1st full year	40 hours
2nd full year	60 hours
3rd to 7th full year	80 hours
8th to 12th full year	120 hours
13th to 17th full year	140 hours
18th to 24th full year	160 hours
25th full year and above	200 hours

21.02 Employees must schedule and take their vacation during the calendar year for which their eligibility is determined on January 1st. Unused vacation hours shall not be carried over to the next calendar year. At the sole discretion of the City, employees may be compensated for such unused vacation hours in accordance with the provisions set forth in Article 23 hereof, and when so approved unused vacation days shall be paid at the employee's regular hourly rate.

Any employee who quits, is terminated, laid-off, dies, retires or in any way separates his/her employment with the City shall be entitled only to the pro-rata share of credited but unused vacation hours on the basis of full months of service in the calendar year when the separation from service occurs.

21.03 Vacation time shall be taken at a time approved of by the Police Chief

21.04 An employee who has earned vacation time by reason of being employed in this department shall be able to transfer his vacation time to another department should he elect such a transfer.

21.05 The City may, as a pre-employment term and condition of employment require any employee hired on or after January 1, 1991 to waive any previously accumulated vacation time credit from public service outside the City of Independence.

ARTICLE 22 HOLIDAYS

22.01 Every full-time employee shall be entitled to eighty (80) hours of paid time for the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President' Day	Friday after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Employee's Birthday

If an employee separates his employment during the calendar year, all holiday time for those holidays not yet occurring at the time of separation of employment shall be returned to the City through crediting any time banks or through automatic payroll deduction.

22.02 At the discretion, and with the approval, of the Police Chief or his designee, each employee may annually take one personal day-off, as a holiday, with regular pay if the Police Chief or his designee finds that the absence of the employee will not impair minimum manning standards nor impose overtime or other additional costs upon the City, and that the services of the employee are not otherwise required. The Police Chief or his designee shall exercise such discretion in good faith, and such approval shall not unreasonably be withheld.

22.03 Should a full-time employee be required to work on Thanksgiving Day, Friday after Thanksgiving, Memorial Day, Independence Day, Labor Day, Christmas Day or New Year's Day, then that employee will be compensated at one and one-half (1 ½) times their normal rate of pay. Compensation for unused holidays shall be paid only upon the approval of the Police Chief, and in accordance with the provisions set forth in Article 23.

22.04 There shall be no pyramiding of premium pays or hours.

ARTICLE 23 UNUSED HOLIDAYS

23.01 With the approval of the Police Chief or his designee, holidays not-used during the calendar year, up to eighty (80) hours shall be paid during the first full pay period in December, provided the employee is entitled to such unused holidays.

ARTICLE 24 UNIFORM ALLOWANCE AND MAINTENANCE

24.01 Upon original appointment as a regular full-time member of the Police Department, the employee shall be provided the following items as approved by the Police Chief:

1	4 pair pants
2	4 long sleeve shirts
3	4 short sleeve shirts
4	1 winter coat

14	1 holster
15	1 baton holder
16	1 bullet proof vest
17	1 pair gloves

5	1 rain coat
6	1 jacket, as determined by the Chief
7	1 pair shoes
8	1 pair boots
9	1 summer hat
10	1 winter hat
11	1 gun belt
12	1 bullet holder
13	1 handcuff case

18	2 badges
19	1 hat badge
20	1 garrison belt
21	1 chemical spray holder
22	1 canister chemical spray
23	1 baton, as approved by the Chief
24	1 set belt keepers
25	1 portable radio holder

If said employee leaves the employ of the City within six (6) months, he is to reimburse the City and/or return items, if appropriate.

24.02 Each regular full-time member shall be entitled to an annual uniform maintenance and cleaning allowance of One Thousand Dollars ($1,000.00), one-half (1/2) payable in the first pay in May and December of each year.

24.03 Uniform items damaged or destroyed in the line of duty, shall be replaced by the City, pending approval by the Police Chief or his designee.

ARTICLE 25 SICK LEAVE

25.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) serious illness, injury or death in the employee's immediate family. Sick leave for paternity purposes shall not be used in excess of forty (40) hours per birth and shall not be deducted from sick leave.

25.02 All employees shall earn sick leave at the rate of four and six tenths (4.6) hours for every eighty (80) hours worked (maximum accrual of 120 hours per year) and may accumulate such sick leave to an unlimited amount.

25.03 The sick leave herein provided for shall be cumulative without limit. "Cumulative" means the accumulation of all unused sick leave for any number of years.

25.04 Employees shall, at the time of retirement from active full-time service with the City, and with ten (10) or more years of continuous service with the City, be paid in cash for one-third (1/3) of the employee's accrued but unused sick leave, up to a maximum of four hundred eighty (480) hours. The dollar value of a sick day shall be based on (a) employee's annual salary at time of retirement, and (b) a work year of fifty-two (52) weeks and five (5) days per week. For this calculation, paid vacation days and holidays are considered work days. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made by the City only once to any employee during his lifetime. This Section shall only apply to the retirement of full-time municipal employees pursuant to

state retirement laws and shall not be deemed applicable to any removal, voluntary or involuntary resignation, or any other like termination except a retirement set forth herein.

25.05 Before an absence may be charged against accumulated sick leave, the Police Chief may require such proof of illness, injury or death, or may require the employee to be examined by a physician designated by and paid for by the City. In any event, an employee absent for more than two (2) tours of duty, must supply a physician's report to be eligible for paid sick leave, if requested by the Police Chief.

25.06 If the employee fails to submit proof of illness, injury or death, or in the event that such proof as is submitted or upon the request of medical examination, there is not evidence satisfactory to the City of illness or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and may be without pay.

25.07 Any abuse or patterned use of sick leave may be just and sufficient cause for disciplinary action.

25.08 When the use of sick leave is due to illness or injury in the immediate family, immediate family shall be defined to only include the employee's spouse, children and parents residing at the home of the employee. When the use of sick leave is due to death in the immediate family, immediate family shall be defined to only include the employee's parents, spouse, child, brother, sister, parents-in-laws and grandparents.

25.09 An employee who is to be absent on sick leave notify his supervisor of such absence and the reason therefore within a reasonable time before the start of his work shift each day he is to be absent.

25.10 An employee who transfers from this department to another department of the City shall be allowed to transfer his accumulated sick leave to the new department.

25.11 Employees hired on or after January 1, 1991 shall, as a term and condition of pre-employment, be required to waive any previously accumulated sick leave credit from public service outside the City of Independence.

ARTICLE 26 DISABILITY LEAVE

26.01 An employee who is disabled as a result of the performance of his duties within the scope of his employment as a full-time employee of the City, if such disability prevents him from performing his duties, shall be paid his regular compensation during the continuance of such service related disability, but for a period not to exceed ninety (90) calendar days from the date that such service related disability was incurred. The City may approve, in its sole discretion, additional disability leaves for a period of ninety (90) calendar days or less. During such disability leave, compensation shall be paid in

accordance with this section whether or not the regular employee has accumulated sick leave. In the event accumulated sick leave is available, however, and a service related disability within the meaning of this paragraph is incurred, the first thirty six (36) hours of said service related disability shall be charged to said employee's accumulated sick leave credit, or if less than thirty six (36) hours accumulated sick leave credit is available, the existing sick leave credit then available shall be charged, and any remaining service related disability leave shall be charged to disability leave. In no event will an employee receive more than his regular compensation while on disability leave.

26.02 A Certificate of the attending physician or surgeon certifying to the service related disability and the cause thereof shall be filed with the Police Chief or his designee before the last day of each two (2) weeks in which such disability occurred or continues. An employee receiving disability leave must, as a condition therefore, submit to a physical or physicals by a physician or surgeon chosen by the City at any time.

26.03 In the event an employee is dissatisfied with a determination of the Police Chief or his designee based on the City's medical examination, the employee may submit the question to the Grievance Procedure.

ARTICLE 27 LEAVE OF ABSENCE

27.01 Upon written request to the Mayor, a full-time employee of the City may be granted a leave of absence, without pay, for sickness or other good cause, provided, however, that no leave of absence shall be granted for the purpose of permitting an employee to seek and/or accept other employment, and no employee who is on leave of absence shall accept gainful employment elsewhere. Such leave of absence shall be subject to the written approval of the Mayor, and shall be for a period not exceeding six (6) months. Medical insurance coverage for employees on authorized unpaid leaves of absence may be continued upon payment of the monthly premium by the employee to the Finance Director on the first of each month, in advance. Life insurance coverage pursuant to Article 30 hereof will not be continued for employees on leave of absence. An employee who is granted an unpaid leave of absence shall not accrue any benefits during his absence, nor shall the employee earn any seniority during said absence.

ARTICLE 28 FUNERAL LEAVE

28.01 In the event of a death of an employee's spouse, child, stepchild, parent, brother, sister, grandchild, step-parent, grandparent, father-in-law or mother-in-law, that employee shall be eligible to receive up to three (3) consecutive days of funeral leave with pay, one of which must be used to attend the funeral or memorial service in lieu of the funeral. In addition to this leave, in the event of the death of an employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law, the employee shall be eligible to receive one (1) day of funeral leave with pay.

28.02 Attendance at the funeral or memorial service is a prerequisite to receive the funeral leave benefit. The paid time off must be on days the employee was scheduled to work. Proof of attendance at the funeral service or memorial service may be required. Funeral pay will be at the employee's regular hourly rate of pay.

28.03 The employee may request additional leave, which shall be deducted from accumulated sick leave credit.

ARTICLE 29 JURY DUTY LEAVE

29.01 Any employee who is called for jury duty, either Federal, County or Municipal, shall be paid his or her regular salary, less any compensation received from such court for jury duty, as provided for in the Ohio Revised Code.

ARTICLE 30 LIFE INSURANCE

30.01 The City shall provide all employees with a life insurance policy with a face value of Forty Thousand Dollars ($40,000.00) and payment will be subject to the terms and conditions set forth in the policy. Said benefit shall be increased to Eighty Thousand Dollars ($80,000.00) in the event an employee's death as the result of an in-the-line-of-duty event.

ARTICLE 31 HOSPITALIZATION INSURANCE

31.01 The City will provide on behalf of each full-time employee and his family medical/hospitalization, drug, dental and vision coverage, or comparable coverage .

Due to the voluminous nature of the captioned plan designs, they are hereby incorporated by reference. It is understood that the fully printed current versions and other versions as may be recommended by the city-wide joint medical/hospitalization committee and approved by Council and the Union's membership during the term of this agreement will be on file with the City's Human Resources Director, the Union's Local President and the Union's General Counsel.

31.02 A city-wide joint medical/hospitalization committee comprised of one (1) representative from each of the five (5) bargaining units, four (4) non-bargaining representatives from other city departments, and one (1) representative from Council shall be formed. The duties and other details related to the functioning of the committee shall be determined by the committee under the direction and facilitation of the Human Resources Director.

The goals of the joint medical/hospitalization committee are to promote cost containment and minimize contributions by employees.

31.03 Employee contributions for calendar year 2016 are contained in Appendix A. If the city-wide joint medical/hospitalization committee recommends revisions and said revisions are approved by Council and the Union's membership during the term of the agreement, Appendix A shall be so revised. For the term of this Agreement, if the city-wide joint medical/hospitalization committee is unsuccessful in accomplishing its goals, fails to make recommendations or makes recommendations that are not approved or accepted by the Union's membership or by City Council, the Union and the City shall revert to the normal negotiation process.

ARTICLE 32 LIABILITY INSURANCE

32.01 The City, when economically feasible and when such insurance is available, will name each employee as an insured on a law enforcement officers' comprehensive liability insurance policy with policy limits of Five Hundred Thousand Dollars ($500,000.00) for each occurrence. In no event will the City hold harmless or indemnify any employee for any award of punitive or exemplary damages against such employee when such award is not indemnified by the terms of such policy of liability insurance.

32.02 In the absence of a law enforcement officers' comprehensive liability insurance policy the City shall provide the legal defense of, shall assume the litigation costs for, and shall indemnify, any employee in any civil action or civil claim for any judgment or settlement, except as herein limited, arising out of any alleged act or omission which occurred or allegedly occurred while the employee was acting within the course and scope of his dudes as an employee, unless:

(a) The Director of Law has good cause to believe that the acts or omissions were manifestly outside the course and scope of his employment or official duties;

(b) The Director of Law has good cause to believe that the employee acted with malicious purpose, or in bad faith, or in a wanton and reckless manner;

(c) The Director of Law has good cause to believe that the employee was performing services for another employer at the time the incident allegedly occurred;

(d) A final judgment against the employee includes punitive or exemplary damages.

If any of the foregoing (a) through (c) apply, the employee shall not be entitled to either a defense or indemnification provided by or at expense to the City. If the foregoing (d) applies the employee shall not be entitled to indemnification for an award of punitive or exemplary damages against him.

32.03 The continuing duty of the City to defend or indemnify the employee under this agreement shall be conditioned upon the continuing full cooperation of the employee in the defense of such action or proceeding, and in defense of any action or proceeding against the City based upon the same act or omission, and in the prosecution of any appeal.

ARTICLE 33 SWIMMING POOL PASS

33.01 The City shall provide all employees with a family season swimming pool pass.

ARTICLE 34 EMPLOYEE PICK UP

34.01 Employees who are residents of the City and maintain that residence may be picked-up at their residence prior to the start of their shift and dropped-off at their residence at the end of their shift provided:

1) Eligible employees have requested such benefit in writing:

and

2) Daily operating requirements permit such benefit.

34.02 If daily operating requirements are such the eligible employees are not picked-up at least ten (10) minutes prior to the start of their scheduled shift it is their responsibility to make the necessary arrangements to be present for the start of their scheduled shift.

34.03 If daily operating requirements are such that eligible employees cannot be dropped-off at their residence at the end of their scheduled shift it is their responsibility to make the arrangements to depart from work.

ARTICLE 35 LONGEVITY COMPENSATION

In addition to the amounts provided in Article 36 (Compensation) of this Agreement eligible employees shall receive the following sums as longevity compensation for the years of full-time service. Longevity increases shall be determined and granted in the first pay period of the month following the employee's employment anniversary date.

The longevity schedule contained herein shall govern the longevity payments for such above mentioned employees regardless of rank, until their death,

retirement, resignation, discharge, other permanent separation from the Independence Police Department.

The following longevity schedule shall be in effect for all full-time regular employees hired prior to January 1, 2013:

YEARS	ANNUAL PAYMENT
5	$500.00
6	$625.00
7	$750.00
8	$875.00
9	$1,000.00
10	$1,125.00
11	$1,250.00
12	$1,375.00
13	$1,500.00
14	$1,625.00
15	$1,750.00
16	$1,875.00
17	$2,000.00
18	$2,125.00
19	$2,250.00
20	$2,375.00

Longevity shall be paid in each pay period.

35.02 Employees hired on or after January 1, 2013 shall not be eligible for longevity compensation.

ARTICLE 36 COMPENSATION SCHEDULE

36.01 The following compensation schedule covered by this Agreement:

	2016 (+ 2.25%)		2017 (+ 2%)		2018 (+ 3%)	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
SERGEANT	$42.4442	$88,284	$43.2933	$90,050	$44.5923	$92,752
LIEUTENANT	$48.1803	$100,215	$49.1438	$102,219	$50.6183	$105,286

NOTE 1:The City shall pay each bargaining unit employee a one-time signing bonus of two-hundred fifty dollars ($250.00). This amount shall be payable within thirty (30) days following ratification by the Union membership and approval by the City Council.

ARTICLE 37 CONTINUING EDUCATION

37.01 The City shall provide funds to reimburse an employee for the cost of tuition directly related to one approved course of study per school quarter or semester. Course shall be defined as three (3) semester hours (or the quarterly hour equivalent) of a specific subject. To be eligible for such reimbursement, an employee shall apply to the Police Chief for approval before the employee enrolls in the course. Such reimbursement must be approved by the Mayor, who may approve same only if the completion of such course can be reasonably expected to improve and upgrade the employee's job-related skills and abilities and assist the employee and the City in the employee's performance of his job, and the course is offered by an accredited institution of higher learning.

37.02 Should an employee successfully complete an approved course by earning a grade "B" or better, the City shall reimburse the employee for the cost of tuition upon presentation to the City of the original invoice from the institution.

ARTICLE 38 LABOR MANAGEMENT RELATIONS

38.01 In the interest of sound Labor/Management Relations, the Police Chief and/or his designee may meet with not more than three (3) representatives of the Union to discuss issues of mutual concern and to promote more effective communications and a more harmonious labor/management relationship. Either party may request the presence of the Mayor who, at his option, may attend.

It is understood that the scheduling of such meetings will not adversely affect the normal operations of the department or result in additional expense to the City.

Meetings should normally take place twice a year, however, either party may request additional meetings.

ARTICLE 39 RELATIONSHIP TO LAW

39.01 It is the intent of the parties that this Agreement shall govern those matters relating to the terms and conditions of employment which were previously covered by Ohio Revised Code §§124.01 through 124.56. To the extent permitted by Ohio Revised Code §4117 et seq., any term or condition of employment addressed in whole or in part by this Agreement shall supersede and replace in its entirety any Civil Service provision or general law relating to the same subject.

39.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable,

such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

ARTICLE 40 SAVINGS CLAUSE

40.01 In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect. In such event, the City and the FOP will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

ARTICLE 41 OBLIGATION TO NEGOTIATE

41.01 The City and the FOP acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to the wages, hours and terms and conditions of employment 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.

41.02 Therefore, for the life of this Agreement, the City and the FOP each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 42 FAMILY MEDICAL LEAVE

42.01 Employees who qualify for FMLA leave may be required to utilize all available paid leave, except eighty (80) hours of the employee's choice of all available paid leave (accumulated sick leave, vacation and/or holiday time) before any unpaid time will be allocated toward the twelve (12) week annual total paid and unpaid leave.

42.02 For purposes of calculation, the City will utilize the "rolling" year, measured backwards from when FMLA is first utilized in accordance with Departmental policy.

ARTICLE 43 DURATION OF AGREEMENT

43.01 This Agreement represents the complete Agreement on all matters subject to bargaining between the City and the FOP and except as otherwise noted herein shall become effective on January 1, 2016 and shall remain in full force and effect until December 31, 2018.

43.02 Negotiations on the provisions of this Agreement shall begin no later than sixty (60) days prior to December 31, 2018, provided either party has notified the other party in writing of its desire to terminate and/or modify the terms herein not sooner than October 31, 2018. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than three (3) months prior to the desired termination date.

ARTICLE 44 SUBSTANCE ABUSE

DRUG-FREE WORKPLACE POLICY

Policy Year: 2015 **Supersedes All Previous Policies**

I. STATEMENT OF POLICY

The City of Independence is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any City of Independence employee illegally uses drugs or alcohol on the job, comes to work with these substances present in his/her body, or possesses, distributes, or sells drugs in the workplace. To accomplish the missions of the City's respective departments, a Drug-Free Workplace must exist. It is the intent of the City Of Independence to comply with all Federal and State laws and regulations that govern the establishment of a Drug-Free Workplace. Therefore, the City Of Independence has established the following Policy:

1. It is a violation of City Policy for any employee to **possess, sell, trade, or offer for sale illegal drugs or otherwise engage in the illegal use of drugs or alcohol on the job.**
2. It is a violation of City Policy for anyone to **report to work under the influence of illegal drugs or alcohol-**that is, with illegal drugs or alcohol in his/her body.
3. No employee shall **possess, use or abuse controlled substances**. No employee shall have on their person, in their vehicles (shall not apply to Police Officers engaging in their official duties), or stored in any manner on City property illegal drugs or unauthorized open container of alcoholic beverages. No

employee shall exhibit evidence of the use of illegal drugs or the consumption of an alcoholic beverage about their person while in the performance of their duties.

4. No employee shall **report to work having consumed any substance that may adversely affect his or her performance or safety or the safety of others.**
5. It is a violation of City Policy for anyone to **use prescription drugs illegally**. (However, nothing in this Policy precludes the appropriate use of legally prescribed medication.)
6. Any employee **violating this Policy is subject to disciplinary action up to and including termination**. Possession of illegal controlled substances may result in criminal prosecution.

It is the responsibility of the City's Department Heads or Supervisors to counsel employees whenever they see changes in performance or behavior that suggests an employee is under the influence of alcohol or other drugs. Although it is not the Department Head's or Supervisor's job to diagnose personal problems, the Department Head or Supervisor should encourage such employees to seek help and advise them about available resources for getting help. Everyone shares responsibility for maintaining a safe work environment and co-workers should encourage anyone who uses alcohol or other drugs in the workplace to seek help.

The goal of this Policy is to balance our respect for individuals with the need to maintain a safe, productive, and drug-free environment. The intent of this Policy is to offer a helping hand to those who need it, while sending a clear message that the illegal drug use and alcohol abuse are incompatible with employment at the City Of Independence.

As a condition of continuing employment, employees must abide by the terms of this Policy, and must notify the City Of Independence in writing of any conviction or a violation of a criminal drug statute no later than five calendar days after such conviction.

At the time the City grants employment to any individual, the offer of employment shall be conditional. In addition to any other conditions that may be imposed upon the offer of employment, the offer of employment shall be conditioned upon the successful passage of a drug screen. Any applicant with a confirmed positive test result will be denied employment.

The City will provide drug and alcohol awareness information to all employees. This will include the Drug-Free Workplace Policy on drug and alcohol abuse, information on the magnitude and dangers of drug and alcohol abuse, and the availability of local community resources through an employee assistance program.

The City Of Independence has adopted testing practices to identify employees who use illegal drugs either on or off the job. It shall be a condition of continuing employment for all employees to submit to drug testing under the following circumstances.

- **All City employees** who hold a CDL or who work for the City in a safety-sensitive position will be subject to random drug testing.

- When there is **reasonable suspicion** to believe that an employee is under the influence of alcohol or illegal drugs: and/or
- When employees are involved in **on the job accidents where personal injury or damage to company property occurs or there is reasonable suspicion** to believe that the employee is under the influence of alcohol or illegal drugs either due to the nature of the accident or otherwise; and/or
- As part of a follow-up program to treatment for alcohol or drug abuse.

The testing process for alcohol and drugs, including collection, laboratory analysis and medical review, shall meet all applicable Federal and State standards.
No employee shall refuse to submit to a medical examination or a drug/alcohol test or attempt to manipulate the testing process. A refusal to test will be considered a violation of this Policy and is subject to disciplinary action, up to and including termination.

ARTICLE 45 **EXECUTION**

45.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 5 day of May, 2016.

FOR THE FOP, Local 67:

By: _____

_____
Robert Phillips
General Counsel, FOP, Local 67

FOR THE CITY:

By: _____
Mayor Anthony L. Togliatti

APPROVED AS TO FORM:

_____
Gregory J. O'Brien, Law Director

APPENDIX A
LETTER OF UNDERSTANDING I

Beginning January 1, 2016, the medical insurance will be administered under United HealthCare.

The City and union jointly agree that investing in employee's wellness and developing a comprehensive wellness program is essential in an effort to help to mitigate escalating healthcare costs. Therefore, it is agreed that employee contributions for those employees and their spouses (for employees with a family plan) who elect to participate in the City's wellness plan shall be as follows and effective January 1, 2016:

WITH WELLNESS EMPLOYEE CONTRIBUTIONS (6.0% of Premium)	Navigator Plus		H S A	
	SINGLE	FAMILY	SINGLE	FAMILY
	$18.00*	$48.00*	$18.00*	$48.00*

For employees and spouses (for employees with a family plan) who elect not to participate in the City's wellness plan, their employee contributions shall be as follows and effective January 1, 2016:

NO WELLNESS EMPLOYEE CONTRIBUTIONS (15.0% of Premium)	Navigator Plus		H S A	
	SINGLE	FAMILY	SINGLE	FAMILY
	$47.00*	$127.00*	$47.00*	$127.00*

*NOTE: The employee contribution amounts above are per pay period for 26 pays in the calendar year.

Employee contributions/costs shall be paid through automatic payroll deductions.

For the City:

Anthony Togliatti
Mayor
The City of Independence

For the Union:

Charles Wilson
Union Representative
FOP, Local 67

APPENDIX B
LETTER OF UNDERSTANDING II

During the 2015 – 2016 negotiations the parties implemented a drug free workplace policy as referenced in Article 44 and as such, employees will be required to complete the following Consent Form:

DRUG FREE WORKPLACE POLICY CONSENT FORM

Pursuant to The City of Independence's Drug Free Workplace Policy, I agree to have a urine (or blood/hair if necessary) test to detect Drugs and/or a breathalyzer test to detect alcohol. I agree that the results of this test may be released to The City of Independence. I understand that failure to sign this consent, failure to cooperate in the testing process, or a positive test result is violation of The City of Independence's Drug Free Workplace Policy, and The City of Independence may take such disciplinary or other measures which, in its sole discretion, it deems appropriate, one of which may be the immediate termination of my employment, without severance pay. I acknowledge that I have received a copy of The City of Independence's Drug Free Workplace Policy.

_____
Print Full Name

_____ _____
Date Signature

_____ _____
Date Witness