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AN AGREEMENT BETWEEN

THE CITY OF MAUMEE

and

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

2016 - 2018

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PREAMBLE

ARTICLE 1

1.01 This Agreement is hereby entered into by and between the City of Maumee, hereinafter referred to as the "Employer", and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "Union".

PURPOSE AND INTENT

ARTICLE 2

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to ensure its orderly and uninterrupted efficient operations, the Employer 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 Employer 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 residents of the City of Maumee.

(4) To avoid interruption or interference with the efficient operation of the Employer's business.

(5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

RECOGNITION

ARTICLE 3

3.01 The Employer agrees that it has, and will continue to, recognize the Union as the exclusive representative for negotiating wages, hours of work, and other terms and conditions of employment for full-time employees in only the classifications of Patrolman, Sergeant, Lieutenant, Telephone and Radio Operator, and Animal Control Officer.

Excluded are the Line Lieutenant, all part-time, seasonal, and temporary employees and all other employees not employed in the classifications listed in this Article.

DUES DEDUCTION / FAIR SHARE

ARTICLE 4

4.01 The City will deduct from the first pay of each calendar month from each member of the bargaining unit, who in writing authorizes it to do so, the required amount as designated by the Union to the City.

4.02 The Union shall notify the City in writing of any increase or decrease in the current dues. Such adjustment in the amount deducted by the City shall be made by the second deduction period following notification.

4.03 The City shall be relieved from making such deduction upon:

(1) Termination of employment;

(2) Transfer to a non-bargaining unit position;

(3) Layoff from a bargaining unit position;

(4) Unpaid leave of absence; or

(5) A written request by an employee revoking deduction authorization.

Monies deducted pursuant to the provisions of this Article shall be remitted to the Union within fifteen (15) days of their deduction. Each remittance shall be accompanied by an alphabetical listing of the following:

(1) The name of the employees and the amount deducted from each employee and;

(2) The name of each employee who has been dropped from the prior checkoff list and the reason for the omission.

4.04 The Union agrees to hold the City harmless in any suit, claim, or administrative proceeding arising out of or connected with the imposition, determination, or collection of dues, and to indemnify the City for any liability imposed on it as a result of any such suit, claim, or administrative proceeding. For purposes of this Section, the term "City" includes the City of Maumee and its various officers and officials, whether elected or appointed.

4.05 Each bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair-share fee to the Union. The fair-share fee obligation shall commence on:

(1) The effective date of this Agreement for all current employees who have been employed for more than ninety (90) calendar days;

(2) The first pay of the month after the ninety-first (91st) calendar day of employment for all current employees who have not completed ninety (90) calendar days of employment as of the effective date of this Agreement or;

(3) The first pay of the month after the ninety-first (91st) calendar day of employment for each employee hired after the effective date of this Agreement.

4.06 Fair-share fee shall be paid by automatic, payroll deduction. Fair-share fee deductions do not require prior authorization from the affected employee. Fair-share fees shall be deducted in amounts determined by the Union in accordance with the provisions of Appendix A, attached hereto. Appendix A, including all amendments thereto, is incorporated in this Article by reference. Any employee who elects to object or challenge the fair-share fee must serve concurrent written notice to the Union and the Employer, and must proceed through the Union appeal procedure.

4.07 Fair-share fee payroll deductions and transmittals shall be made in the same manner provided herein for dues deductions. The Employer shall provide the Union an alphabetical list of the name of each employee on whose account a fair-share fee was deducted during the previous month including the amount of the deduction.

4.08 The Employer's obligation to deduct fair-share fees is contingent upon the Union's fulfillment, on behalf of each non-member bargaining unit employee, of each obligation established in Appendix A.

4.09 The Union may amend Appendix A by providing the Employer a written copy of the procedure as amended. Changes in the amounts to be deducted shall become effective on the thirtieth (30th) calendar day after their actual receipt by the Employer.

4.10 Both the Employer and the Union intend that this Article be lawful in every respect. If any court of last resort determines any provision of this Article illegal, that provision, alone, shall be void. Invalidation of any provision of this Article does not invalidate the remaining provisions. If a provision is judicially invalidated, the Employer and the Union shall meet within fourteen (14) calendar days after the entry of judgment to negotiate lawful, alternative provisions.

4.11 This Article does not waive any of the Employer's rights to seek judicial review of any of its provisions at any time.

4.12 The Union warrants and guarantees to the Employer that no provision of this Article violates the constitution or laws of either the United States of America or the State of Ohio. Therefore, the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

4.13 This Article constitutes the entire Agreement between the Union and the Employer with respect to fair-share fees. All other agreements are hereby rendered void. With the exception of Appendix A, no portion of this Article may be amended except by written signed agreement of the parties.

MANAGEMENT RIGHTS

ARTICLE 5

5.01 Nothing in this Agreement shall be construed as delegating to others the authority conferred by law upon the Employer or in any way abridging or reducing such authority.

5.02 The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct, or supervise the operations of the Employer and all of the employees are vested solely and exclusively with the Employer and/or its designated representatives.

5.03 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to:

(1) Hire and transfer employees;

(2) Discharge, suspend, or discipline employees for just cause;

(3) Determine the number of persons required to be employed, laid off, or discharged;

(4) Determine the starting and quitting time and the number of hours to be worked by its employees;

(5) Make any and all rules and regulations;

(6) Determine the work assignments of its employees;

(7) Determine the basis for selection, retention, and promotion of employees;

(8) Determine the type of equipment used and the sequence of work processes;

(9) Determine the making of technological alterations by revising either process, equipment, or both;

(10) Determine work standards and the quality and quantity of work to be produced;

(11) Select and locate buildings and other facilities;

(12) Establish, expand, transfer, and/or consolidate work processes and facilities;

(13) Transfer or subcontract work;

(14) Consolidate, merge, or otherwise transfer any or all of its facilities, property, processes, or work with or to any other entity, or effect or change in any respect the legal status, management, or responsibility of such property, facilities, or processes of work;

(15) Terminate or eliminate all or any part of its work or facilities.

5.04 In addition, the Union agrees that all of the functions, rights, powers, responsibilities, and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure.

TOTAL AGREEMENT

ARTICLE 6

6.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits, and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such modification or discontinuance being subject to any grievance or appeal procedure herein contained.

OBLIGATION TO NEGOTIATE

ARTICLE 7

7.01 The Employer and the Union acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

7.02 Therefore, for the life of this Agreement, the Employer and the Union 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.

NON-DISCRIMINATION

ARTICLE 8

8.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of age, sex, race, color, creed, handicap, marital status, or national origin.

GENDER AND PLURAL

ARTICLE 9

9.01 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.

HEADINGS

ARTICLE 10

10.01 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 affect any interpretation of any such Article.

CONFORMITY TO LAW

ARTICLE 11

11.01 This Agreement shall be subject to and subordinated to any present and future Federal and State Laws, along with any applicable Rules and Regulations, and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.

11.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a 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 effect 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.

NO STRIKE

ARTICLE 12

12.01 The Employer and the Union agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the Union to avoid work stoppages and strikes.

12.02 Neither the Union, nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate or assist in any way in any strike, slow-down, walkout, concerted sick leave, work stoppage, or other unlawful interference with the normal operations of the Employer for the duration of this Agreement. A breach of this Article shall be sufficient grounds for discipline which may include dismissal.

12.03 The Union shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage any attempt to prevent any violation of this Article. In the event of a violation of this Article, the Union shall promptly notify all employees in a reasonable and expeditious manner, within a twenty-four (24) hour period, that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the Employer is in violation of this Agreement, unlawful and not sanctioned or approved of by the Union. The Union shall order the employees to return to work immediately.

12.04 The City agrees that neither it, its officers, agents, nor representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of members of the Union or the Bargaining Unit during the term of this Agreement.

HOURS OF WORK

ARTICLE 13

13.01 Employees of the Maumee Police Division shall work 2080 hours annually of scheduled duty.

13.02 The normal work schedule for Road Patrol Officers and Dispatchers will remain four (4), eight (8) hour shifts followed by two consecutive dates off. This shall be referred to as a 4-2 work schedule.

Officers assigned to work an administrative schedule, or 5-2, will be five (5), eight (8) hour days in a forty (40) hour work week.

13.03 An employees' work day shall be defined as his regular scheduled eight (8) hour shift and the eight (8) hours preceding and following the eight (8) hour shift.

SICK LEAVE

ARTICLE 14

14.01 Sick leave shall be defined as an absence with pay necessitated by:

(1) Illness or injury to the employee;
(2) Exposure of the employee to contagious disease communicable to other employees;
(3) The illness or injury of a member of the employee's immediate family, as defined herein, where the employee's presence is reasonably necessary;
(4) Death of a relative of an employee.
(5) Family Medical Leave Act qualifying family Illness

14.02 Immediate family is hereby defined, for purposes of sick leave, as:

(1)	Parents	(8)	Step-child
(2)	Step-parent	(9)	Mother-in-law
(3)	Guardian	(10)	Father-in-law
(4)	Sibling	(11)	Daughter-in-law
(5)	Step-sibling	(12)	Son-in-law
(6)	Spouse	(13)	Grandparent
(7)	Child	(14)	Grandchild

14.03 All full-time employees shall accrue sick leave at the rate of four (4) hours when in pay status during not less than fifty percent (50%) of all hours for which the employee is regularly scheduled in the pay period. If an employee is out of pay status as the result of disciplinary action said employee will not accrue sick leave for that pay period.

14.04 Sick leave may be used in not less than whole hours with a fraction of an hour being counted as the next full hour.

14.05 No payment of salaries or wages shall be made to an employee for any period of absence or sick leave unless and until approved by the Department Head or designee. In addition thereto, the Department Head or designee, in any case, may demand verification of the nature of the illness, injury, or absence before granting approval.

14.06 When an employee repeatedly takes up to sixteen (16) hours of sick leave without certification of inability to work by a duly licensed physician or medical authority and when such sick hours taken without certification of inability to work exceed five (5) days or forty (40) hours within a payroll year, the employee shall be granted sick leave for any additional hours off during that payroll year only upon certification of inability to work by a licensed physician or medical authority.

14.07 Any absence from duty as a result of a claimed illness or injury may be verified, during the employee's normal working hours, by an authorized representative of the City.

14.08 Except on a regularly scheduled working day before or after a holiday and subject to the provisions of Sections 14.01, 14.05, and 14.06 hereof, sixteen (16) consecutive hours of sick leave may be taken without certification of inability to work by a duly licensed physician or medical authority.

An employee will not be considered to be in pay status for such regularly scheduled working days, if such working days coincide with a calendar holiday as listed in Article 30 if such employee is on sick leave, unless said employee is excused upon presentation of a certificate of inability to work by a duly licensed physician or medical authority.

14.09 Verification of ability to return to duty shall be submitted prior to and as a condition of return to duty and shall indicate:

(1) The date of the employee's return to duty.

(2) That the employee is not disabled from the performance of normal duties.

(3) That the employee is able to perform the material and substantial duties of the assigned position.

(4) That the employee's return to duty will not jeopardize the health and safety of other employees.

14.10 In all instances, the immediate supervisor either personally or through the Dispatcher shall be notified at least one (1) hour before the employee's starting time for each day of absence. Employees experiencing lengthy recuperations shall notify the Division of the expected period of absence. Such notice must be accompanied by medical certification which includes the expected date of return.

14.11 If upon an employee's return to duty, said employee fails to submit the required sick leave approval form, the requested and/or required medical certification, or the Department Head finds there is not satisfactory evidence to justify the employee's absence, such leave shall be considered an unauthorized leave and shall be without pay. Such Department Head may, in any case of use of sick leave, demand proof of the nature of such illness, disability, or absence prior to approving the sick leave request.

14.12 Any abuse, patterned or excessive use, or falsification of reasons for use of sick leave shall be just and sufficient cause for disciplinary action.

14.13 Sick leave shall accumulate at the rate specified herein for a total not to exceed one thousand nine hundred and twenty (1,920) hours. Such accumulation shall include hours earned and unused while employed by the City of Maumee and any hours transferred at the time of employment from any other political subdivision or agency of the State of Ohio.

Employees who transfer sick leave hours to the City shall continue to accumulate City sick leave when they reach 1,920 hours total sick leave accumulation and have the transferred sick leave reduced until the employee reaches 1,920 hours of sick leave accumulated with the City.

14.14 Sick leave hours used shall be the hours last accrued.

14.15 Each employee when in pay status for at least 50% of all regularly scheduled hours in each payroll period for the entire payroll year shall be entitled, during the following year, to additional bonus vacation according to the following schedule:

FOR EACH THIRTEEN (13) PAY PERIOD INCREMENT:

SICK LEAVE USED	BONUS VACATION HOURS
0	20
4	18
8	16
12	14
16	12
20	10
24	8
28	6
32	4
36	2

However, absences due to injuries sustained while on duty with the City shall not be counted in determining eligibility for bonus vacation.

14.16 Employees may, instead of bonus vacation, convert the sick leave bonus to cash. The conversion shall be of the amount of bonus vacation earned under the above schedule. Employees must designate each year on forms provided by the Finance Department whether the employee desires to have the sick leave bonus in time off as bonus vacation or as pay at the employee's rate of pay in effect on December 31st of each year.

14.17 In addition to the above, an employee who has five hundred (500) hours or more of sick leave earned and unused while employed by the City of Maumee may upon completion of a sick leave conversion form provided by the Finance Department request to convert the earned but unused sick leave to cash at the rate of one (1) hour of pay for two (2) hours of sick leave. Conversion of unused sick leave shall be of the sick leave accrued during the previous payroll year ending with the last full pay period.

The conversion shall only apply to the hours accrued in the previous payroll year and an employee shall not be permitted to convert the hours which would place the employee's accrued balance under five hundred (500) hours of sick leave earned and unused while employed by the City. Any sick leave hours not converted shall continue to be accrued subject to the limitation set forth in Section 14.13 above. Said conversion shall be made in February of each year for the prior payroll year's accrued sick leave designated for conversion by the employee on forms provided by the Finance Department.

14.18 At the Employer's sole discretion, with the employee's agreement, on a case by case basis, an employee who is otherwise eligible for sick leave, may be eligible for light duty, if available, in his Department. This light duty, if offered at all, shall be secondary to, and not impede, light duty for work-related injuries.

VACATION LEAVE

ARTICLE 15

15.01 Employees hired prior to January 1, 2009, shall be entitled to vacation leave as follows:

1 through 5 years of continuous service . . . . . 80 hours
6 through 11 years of continuous service . . . . 120 hours
12 through 19 years of continuous service . . . . 160 hours
20 through 24 years of continuous service . . . . 200 hours
25 or more years of continuous service . . . . . 240 hours

15.02 Employees hired after January 1, 2009, shall be entitled to vacation leave as follows:

1 through 5 years of continuous service . . . . . 80 hours
6 through 11 years of continuous service . . . . 120 hours
12 through 19 years of continuous service . . . . 160 hours
20 or more years of continuous service . . . . . 200 hours

15.03 For employees hired prior to September 15, 1992, continuous service as used in this Article, shall include any prior service with any political subdivision, special district of the State of Ohio, or the State of Ohio. Such prior service, if any, shall be counted in whole months as continuous service for purposes of the accrual of vacation leave as set forth above. Employees hired subsequent to September 15, 1992 shall not have such prior service with any other political subdivision, special district of the State of Ohio, or the State of Ohio counted as continuous service for purposes of this Article.

15.04 The continuous service for purposes of the accrual of vacation leave shall not include periods during which such employee was not in pay status.

15.05 Vacation leave shall accrue as set forth in Section 15.01 and 15.02, above for each completed full pay period in pay status. In order for an employee to accrue vacation leave, an employee must not be absent or tardy without pay, for one (1) hour or more in each pay period. Vacation leave shall be taken after accrual and within the anniversary year during which the employee becomes entitled thereto, subject to the following exceptions:

(1) Vacation leave shall not be utilized during any employee's first year of employment with the City; nor shall any vacation leave thereafter be used in excess of the number of hours of such leave accrued at any time.

(2) Vacation leave may be denied, postponed, or advanced for the convenience of the City, with the reason so stated.

(3) All vacation leave must have prior approval in writing by the Department Head, or his designee, to which such employee is assigned except on weekends or holidays when such prior approval shall be by the Chief of Police or his designee.

(4) Use of vacation leave in excess of one hundred twenty (120) consecutive hours shall be allowed only upon prior written approval by the City Administrator.

(5) Unused vacation leave, to a maximum of eighty (80) hours, may be carried over up to one (1) year from the employee's anniversary date of the year in which accrued; provided, the requested carry-over is approved in writing by the City Administrator. All other earned and unused vacation leave shall be paid to the employee in a cash payment equal to the employee's rate of pay on the day before the employee's anniversary date times the unused vacation leave hours. Said vacation leave payment will be made on the pay day for the first full pay period completed after the employee's anniversary date.

15.06 In the event an employee's service is severed, the employee shall be paid a cash payment equal to the employee's earned and unused vacation time and personal leave at the employee's rate of pay when severed. Provisions of this section shall not apply when an employee's termination of service is the result of a disciplinary action.

15.07 Vacation leave shall be allowed and taken in whole hours only subject to the conditions set forth in Sections 15.05, 15.08, and 15.09.

15.08 For leave provided pursuant to this Article, Personal Leave, and compensatory time of Section 34.02 of Article 34, employees shall have the right to request leave on a first come, first approved basis for any such leave in January or February of any calendar year; however, requests received at the same time for the same period of leave shall be approved on the basis of applicable seniority. Employees shall have the right to request all leaves for time off to be taken from March 1 through December 31 of any calendar year on the basis of seniority so long as such requested leave is received prior to March 1 of each year. Requests for leave received on March 1 or thereafter shall be on a first come first approved basis subject to the conditions set forth in Sections 15.05, 15.07, and 15.09.

15.09 Subject to the conditions set forth at Sections 15.05, 15.07, and 15.08; the limits established herein shall be the maximum number of personnel permitted to take leave at any one time.

(1) Patrol Section:
Uniformed Sergeants-(3) (total); however, not more than one (1) per any eight (8) hour shift assignment.
Uniformed Patrolmen Two (2) per shift

(2) Detective Section:
When the total Bureau strength (Sergeants & Patrolmen) equals three (3), one (1) Detective or Detective Sergeant.

When the total Bureau strength (Sergeant & Patrolmen) equals four (4) or more, two (2) Detectives or one (1) Detective and one (1) Detective Sergeant.

When the total bureau strength (Sergeant & Patrolmen) equals five (5) or more, then three (3) detectives or two (2) detectives and one (1) detective sergeant.

(3) Training /Crime Prevention:
when total Bureau equals (3), (1) Training Sergeant or (1) Crime Prevention Officer or (2) Crime Prevention Officers

(4) School Resource Officer(s):

At such times as the Maumee schools are in session, only one (1) SRO may be permitted off. When Maumee schools are not in session, both SRO's may be off.

(5) Dispatch Section
One (1) Dispatcher per shift.

(6) Animal Control Section
(1) Animal Control Officer

15.10 On a case-by-case basis, and at the sole discretion of the Employer, where one employee is off the full shift and the second employee is scheduled to be off one-half (1/2) of the shift or less, a third employee may be considered for the shift off provided that the release of such third employee does not result in overtime or the violation of departmental policies regarding shift strengths.

INJURY LEAVE

ARTICLE 16

16.01 In the event a regular full-time employee is absent due to a disabling injury incurred on duty under such circumstances as would cause such injury or disability to be compensable under the Workers' Compensation Laws of the State of Ohio, the employee shall be carried on the payroll of the City for the period of disability, provided the extent of the injury or disability prevents such person from performing those duties as may be assigned and, provided further, such period shall not exceed sixty (60), eight (8) hour work days.

In order to be eligible, the employee must submit a City Employee injury report and a written statement from the attending physician or medical authority which:

(1) Verifies the disability;

(2) Indicates the cause of the injury;

(3) Indicates that the employee is unable to perform the assigned duties and/or any workplace restrictions based upon job site analysis; and,

(4) States the employee's expected date of return to duty.

16.02 A written statement from the attending physician or medical authority shall be submitted by the employee to the City and shall set forth the nature of the injury and that the employee is unable to return to regular duty or to limited duty which shall be subject to approval and scheduling by the Division Head.

16.03 In the event the Bureau of Workers' Compensation should deny any claim as not being sustained in the course of and arising out of employment, disability pay charged to injury leave shall be charged to sick leave.

In the event an employee has an insufficient number of accumulated sick leave hours to cover the number of hours charged to injury leave, a claim for which having been denied by the State of Ohio Bureau of Workers' Compensation, said employee's next regular pay check shall be reduced by an amount equal to the hours not covered by sick leave, not to exceed 50% of gross pay until the City is repaid for time utilized and advanced by the City.

16.04 If an employee returns to work prior to expiration of the original disability period and then is disabled at a later date due to the same injury incurred under the same terms and conditions as set forth in Section 16.01 above, including a written statement from an attending physician or medical authority:

(1) Verifying the disability;

(2) Its cause by an earlier injury;

(3) That the employee is unable to perform the assigned duties and/or any workplace restrictions based upon job site analysis; and,

(4) The date when such employee may resume performing the assigned duties.

The employee may use the unused portion of the original disability period until such injury leave is exhausted.

16.05 An employee, only on an approved injury leave as set forth above, may, at the City's sole discretion, be required as part of a transitional work program to work or be assigned other duties or limited duty, including an alternative schedule, during the period of disability at the employee's regular rate of compensation, provided, in the opinion of a physician or medical authority, the employee is sufficiently recovered from such injury to perform the duties as assigned.

16.06 In the event of a service-connected injury while in the active discharge of duty, and for which the employee shall be entitled to temporary total payments from the Workers' Compensation Bureau, the employee shall receive his full pay as an advance for a period not to exceed sixty (60), eight (8) hour work days. On a case by case basis, and in the sole discretion of the Employer, such wage continuation may be continued for a period determined by the Employer. Employees who are injured while on duty shall, as a condition of receiving injury leave, file for the Workers' Compensation benefits according to the Workers' Compensation Law and regulations. Such filing shall, at the City's discretion, include requests for any available temporary total compensation program designed to compensate workers for lost wages. Copies of all filings shall be submitted to the City. The employee must submit to the City all temporary total compensation benefits which the employee receives from the Bureau of Workers' Compensation for the period the employee is receiving wages from the City for injury leave or any sick leave the employee elects to use as a result of the injury.

16.07 Injury leave shall be granted in not less than whole hours with a fraction of an hour being counted as the next full hour. In the event of a service connected injury while in the active discharge of duty, an employee who seeks initial out-patient medical attention immediately after the injury occurs and during the employee's regularly scheduled shift, and such medical attention extends beyond the regularly scheduled shift, shall be compensated consistent with Article 34.

PARENTAL LEAVE

ARTICLE 17

17.01 All regular full-time employees of the City, after completing ninety (90) calendar days of employment, will be granted, upon written request from the employee accompanied by a statement from a duly licensed physician or medical authority verifying the employee's pregnancy, parental leave commencing on such date recommended by the employee's duly licensed physician or medical authority that the employee can no longer safely perform the material and substantial duties and responsibilities of the position to which assigned and continuing up to, but not to exceed, ninety (90) calendar days after delivery, upon the terms and conditions set forth herein.

17.02 An employee granted such parental leave may use accumulated sick leave for any actual working days missed or take such parental leave without pay.

17.03 Insurance benefits to employees shall be continued for an employee during the period of an approved parental leave; provided, any applicable employee contribution for such coverage has been prepaid on a monthly basis through the Director of Finance.

17.04 An employee returning to duty at the expiration of an approved parental leave shall be considered to have been in continuous service with the City for the period of the leave and shall return to a comparable position held by the employee at the commencement of the parental leave.

17.05 A male employee, upon written request accompanied by a statement by a duly licensed physician or medical authority verifying the pregnancy of the spouse of such employee, shall be granted up to, but not exceeding, five (5) working days or forty (40) hours of leave after delivery by the spouse of such employee. Such leave shall be granted consistent with Sections 17.02, 17.03, and 17.04 hereof.

FUNERAL LEAVE

ARTICLE 18

18.01 All regular full-time employees will be granted up to a maximum of three (3) scheduled, eight (8) hour working days with pay to attend services upon the death of a member of the employee's immediate family as defined in Section 14.02 above and including the employee's brother-in-law, sister-in-law, or any relative residing in the household of the employee. Such funeral leave shall not be charged to sick leave.

PERSONAL LEAVE

ARTICLE 19

19.01 Regular full-time employees, who have completed ninety (90) calendar days of employment with the City, may request and upon approval, take up to a maximum of forty (40) hours of personal leave with pay during each calendar year. During the first year of employment, personal leave available to an employee shall be prorated.

19.02 Written requests for use of personal leave shall be submitted for approval at least twenty-four (24) hours in advance, except in emergency situations other than those defined at Section 14.01 (1),(2), and (3) above, and must be approved by the Division Head, or designee, before said employee is authorized to be absent from duty.

19.03 Personal leave may be requested and taken in whole hours only subject to prior approval as set forth in Section 19.02 above, and consistent with Sections 15.05, 15.08, and 15.09.

19.04 Personal leave hours not used within the calendar year shall not accumulate and carry over to a subsequent calendar year. However, an employee who is denied a request for personal leave shall be permitted to receive pay for not more than twelve (12) hours of such personal time, payable in January of the succeeding year.

19.05 A request for personal leave may be denied for the convenience of the City.

CIVIC LEAVE

ARTICLE 20

20.01 All regular full-time employees of the City will be granted, upon written request from the employee, civic leave upon the terms and conditions set forth herein.

20.02 Whenever any full-time regular employee is required to be absent from work by a summons for jury duty or by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses which compels the employee's presence as a witness, unless the employee is a party to the proceedings or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular rate of pay to comply with the summons or subpoena; provided, the employee presents evidence of having served as a juror or witness; and, provided further, that such employee has submitted a copy of the summons or subpoena to the Division Head prior to the date the employee will be required to be absent from work.

MEDICAL LEAVE

ARTICLE 21

21.01 Upon expiration of all accrued but unused compensable leave, an employee may be granted medical leave, for a period not to exceed six (6) months.

Such leave, if requested by the employee in writing, must be required and professionally recommended by a medical authority as stated on a form signed by said medical authority.

21.02 Such medical leave, as set forth above, shall be at no pay; however, an employee on such leave shall continue to receive only health insurance benefits and life insurance, as set forth in this Agreement during such medical leave; provided, any applicable employee contribution for such coverage has been prepaid through the Director of Finance.

21.03 In addition to the above, any such employee on such medical leave shall be returned to a comparable position held prior to the medical leave at such employee's rate of pay. Provided that as a condition of return to work, such employee submits a form, signed by a medical authority, stating that the employee can perform the material and substantial duties of the position and that the employee's return to duty does not endanger the health of other employees.

LEAVE OF ABSENCE WITHOUT PAY

ARTICLE 22

22.01 Non-probationary employees may be granted a leave of absence without pay, upon the approval of the Employer and for good cause shown, for a period not to exceed sixty (60) days per payroll year. Such approval shall not be unreasonably withheld.

For purposes of this section, good cause shall be deemed not to include employment not with the City of Maumee, or search therefor.

22.02 Such leaves of absence may be extended at the sole discretion of the Employer, but in no case will any employee be permitted to exceed one hundred twenty (120) days of leave under this Article in any one payroll year.

22.03 Employees on such approved leaves of absences for thirty (30) days or less shall have their hospitalization and other insurance benefits continued during the thirty (30) day period of time; provided, any applicable employee contribution for such coverage has been deposited with the Director of Finance.

22.04 Under no circumstances may an employee on an approved leave of absence for more than thirty (30) days in a payroll year have hospitalization and other benefits paid by the City. The employee may arrange to prepay, through the Director of Finance, premiums necessary to continue the employee's hospitalization or other insurance benefits for the time exceeding the thirty (30) days.

22.05 An employee on an approved leave of absence who fails to prepay any necessary employee contributions or premiums may be subject to limitations on pre-existing conditions established by the insurer when such employee returns to duty and requests reinstatement of coverage under the City's insurance plans.

22.06 An employee who fails to report to duty at the end of an approved leave of absence on the date specified by the Department Head shall be considered to have voluntarily resigned from City employment.

22.07 An employee who uses a leave of absence without pay for purposes other than the reason for which the leave was granted shall be subject to disciplinary action.

FAMILY AND MEDICAL LEAVE ACT

ARTICLE 23

23.01 The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993, and as set forth herein below.

23.02 Any leave taken by an employee, whether paid or unpaid, for the following reasons, shall be applied against the employee's entitlement to twelve (12) work weeks of leave during the twelve (12) month period commencing with the first use of the leave.

(1) The birth of a son or daughter, and to care for the newborn child;

(2) The placement with the employee of a son or daughter for adoption or foster care;

(3) To care for the employee's spouse, son, daughter, or parent with a serious health condition; and,

(4) Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

Eligible employees with a spouse, child, or parent on federal active duty or called to federal active duty status in the National Guard or Reserves in support of a contingency operation may use their 12 week leave entitlement to address certain qualifying exigencies as defined by the Act.

Eligible employees may also be eligible to take up to 26 weeks of leave to care for a "covered service member," as defined by the Act, during a single 12 month period. This leave shall be applied on a per covered service member, per injury basis, except that no more than 26 weeks of leave may be taken in a single 12 month period.

23.03 The annual twelve (12) month period shall commence and be measured forward from the date the employee first uses the leave set forth above.

23.04 Any provisions under sick leave, leave of absence, funeral leave, etc. that are found to be improved benefits as compared to the Family and Medical Leave Act shall not be reduced to comply with said Act. Employees shall not be required to exhaust all paid leave prior to using the Family and Medical Leave Act.

23.05 No employee shall lose seniority during the period of paid time off which is attributable to the Family and Medical Leave Act.

23.06 Eligible employees will be required to certify their request for FMLA thirty (30) days in advance by use of the Department of Labor Form WH380 when possible.

23.07 Sick leave events which continue five (5) days or more and meet the definition of a qualifying event under FMLA will require completion of a WH380 Form.

23.08 Eligible employees will be required to recertify their request for FMLA leave every thirty (30) days or more frequently should medical opinion necessitate.

23.09 Leave for the birth or adoption of a child or for the placement of a child in foster care may not be taken on intermittent or reduced schedule.

23.10 Employees will be obligated to pay the employee share of health care premiums on the regular pay day. The City of Maumee will cease to pay the City's share of the premium if the employee's payment is more than thirty (30) days late.

MILITARY LEAVE

ARTICLE 24

24.01 Any employee who is a member of the National Guard or any reserve component of the Armed Forces of the United States will be entitled to a military leave in pay status during which time the employee is engaged in the performance of official duty or training under competent orders. While on such leave, such employee shall be paid the employee's regular rate of pay, not to exceed a total of twenty-two (22) eight (8) hour work days or one hundred seventy six (176) paid hours in any one payroll year; provided however, to receive payment of salary an employee must, prior to the leave, file with the Head of the Department a copy of official orders and upon return a certification from the Commanding Officer of performance of duty in accordance with terms of the orders.

Where such annual military leave exceeds twenty-two (22) eight (8) hour work days annually and is pursuant to Executive Order or other legislative action of the Congress, such employee shall be entitled only to the difference between his regular wage and his military pay, as set forth in ORC 5923.05.

EMPLOYEE TIME BANK

ARTICLE 25

25.01 Each employee, at the employee's option, may elect to contribute one (1) hour of accrued sick leave per month to a time bank for use by any member employee.

25.02 In the event a member employee incurs illness or injury and exhausts all compensable leave guaranteed pursuant to this Agreement, such employee may continue to receive the regular hourly wage as payment for hours accrued in the time bank.

Upon payment to an eligible member employee, the total number of hours accrued in the time bank shall be reduced accordingly.

25.03 Any member employee shall continue to draw compensation from the time bank, subject only to the provisions of Section 25.02 above, and a physician's written certification that the employee is unable to perform the material and substantial duties of the position to which assigned. At such time as the total number of hours drawn from the bank equals 50% of the total number of accrued hours in the bank upon said employee's first draw, the employee draws nine hundred sixty (960) hours from the bank, or the employee is fit to return to duty, whichever occurs first, said employee's eligibility for time bank compensation shall terminate.

25.04 Any employee who authorizes the Finance Department in writing to deduct one (1) hour of accrued sick leave monthly for contribution to the time bank shall be eligible for benefits as set forth above.

25.05 Current employees who desire to become members of the Employee Time Bank must do so in writing on forms provided by the City within thirty (30) days of the execution of this Agreement.

Newly hired employees must sign up within thirty (30) days of the completion of their probationary period.

25.06 Any employee who desires to withdraw from the time bank shall so notify the Finance Director in writing within the thirty (30) day period immediately preceding the expiration of this or any subsequent collective bargaining agreement. Withdrawal shall only be permitted during this period.

Effective with the first pay period of the 2012 payroll year, notwithstanding the provisions of paragraph 1, above, upon written notice to the City, members who have donated a minimum of 180 hours into the Time Bank during their enrollment will not have additional hours deducted until such employee has drawn in excess of the 180 hours contributed, at which time deductions will recommence.

25.07 The Finance Department shall administer the Time Bank, subject to review by the City Administrator, and shall provide all forms necessary for transactions hereunder.

RETIREMENT OR RESIGNATION BENEFITS

ARTICLE 26

26.01 Upon resignation or retirement, an employee who has at least five (5) years of continuous service with the City immediately prior to the retirement or resignation shall be entitled to a cash payment equal to the employee's total accumulated unused sick leave earned in the City of Maumee to a maximum of 960 hours to be paid at the employee's rate of pay at the time of resignation or retirement except for all employees hired after September 15, 1986, which employees shall be entitled to a cash payment equal to an amount of one-half (1/2) of up to one thousand two hundred (1,200) or a maximum of six hundred (600) hours of accumulated unused sick leave earned in the City of Maumee to be paid at the employee's rate of pay at the time of resignation or retirement. Any hours in excess of 960 or 1200, as set forth above may be transferred.

26.02 In addition, all employees who sever employment shall be paid a cash payment equal to the employee's earned and unused vacation and personal leave time at the employee's rate of pay when severed.

26.03 Provisions of this Article shall not apply when an employee's termination of service is the result of disciplinary action.

RETIREMENT SEMINAR

ARTICLE 27

DELETED

EMPLOYEE LIABILITY

ARTICLE 28

28.01 Consistent with the Ohio Revised Code, Chapter 2744.07, the Employer shall provide for the defense of an employee in any civil action brought against the employee by reason of employment with the City of Maumee.

28.02 The employee shall be represented to the extent that such employee was acting in good faith and within the scope of employment or official responsibility. Should the Employer decline to represent the employee pursuant to this paragraph, the employee shall have available the remedy guaranteed at O.R.C. 2744.07(C).

28.03 Representation and defense by the Employer shall be limited to the extent that it shall not indemnify said employee for punitive or exemplary damages, but only those compensatory damages where the employee was acting in good faith and within the scope of employment.

DEATH BENEFITS

ARTICLE 29

29.01 Sick leave allowance to employees, which has been earned and accumulated while employed by the City of Maumee and prior to termination of service as a result of death of any such employee in the amounts specified in Article 26, shall be payable to the employee's designated beneficiary or beneficiaries at the employee's regular scheduled rate of pay at the time of said employee's termination of service by death.

29.02 From and after the execution of this contract, all covered employees, the beginning of the calendar month following the completion of ninety (90) calendar days of employment, provided that such employees have completed ninety (90) calendar days of employment with the City of Maumee, shall be included in a group life insurance program containing convertibility rights upon termination of service in the amount of fifty thousand dollars ($50,000) face value and an accidental death and dismemberment clause of an amount equal to face value.

29.03 The amount of the coverage as provided in Sections 29.02 above shall be reduced pursuant to the contract of the group life insurance program in effect for those employees who have attained the age of sixty-five (65) years.

29.04 Premiums for the aforementioned group term life insurance programs shall be paid by the City of Maumee.

HOLIDAYS

ARTICLE 30

30.01 The following days are hereby designated as holidays, with no loss in pay, for all full-time employees working a 4-2 schedule. Holidays, as used in this Article, shall mean eight (8) hours.

To be eligible for paid holidays, employees must work, or be in pay status, the regularly scheduled working days immediately preceding and following such holiday.

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Police Memorial Day	May 15
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Friday following Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31 (last 4 hours of shift)

30.02 The following days are hereby designated as holidays, with no loss in pay, for all full-time employees working a 5-2 schedule. Holidays, as used in this Article, shall mean eight (8) hours.

To be eligible for paid holidays, employees must work, or be in pay status, the regularly scheduled working days immediately preceding and following such holiday.

New Year's Day	January 1 (if on Saturday designate Friday; if on Sunday designate Monday)
Martin Luther King Day	Third Monday in January
Police Memorial Day	May 15
Memorial Day	Last Monday in May
Independence Day	July 4 (if on Saturday designate Friday; if on Sunday designate Monday)
Labor Day	First Monday in September
Veteran's Day	November 11 (if on Saturday designate Friday; if on Sunday designate Monday)
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Friday following Thanksgiving
Christmas Day	December 25 (if on Saturday designate Friday; if on Sunday designate Monday)

30.03 For those employees working a 5-2 schedule, in addition to the holidays set forth above, when Christmas Day (December 25) is on a Tuesday, Wednesday, Thursday, or Friday, the day preceeding, Christmas Eve, is designated as a holiday. When Christmas Day is on Saturday, Sunday, or Monday, the work day immediately following is designated as the holiday.

30.04 For those employees working a 5-2 schedule, in addition to the holidays set forth above, when New Years Day (January 1) is on a Tuesday, Wednesday, Thursday, or Friday, the afternoon only (4

hours) immediately preceding, New Year's Eve, is designated as a holiday.

30.05 This Article shall not be construed to change or alter work schedules of employees. An employee shall not be considered to have worked such regularly scheduled working days if such employee is on sick leave, unless said employee is excused upon presentation of a certificate of inability to work by a duly licensed physician or medical authority.

30.06 Employees who work a 5-2, a 4-2 schedule, or modification thereof, shall be credited with eight (8) hours of work to be counted toward the annual hours of work as provided in Article 13; provided however, that such employees regularly scheduled to work on a day designated as a holiday, or the holiday itself, as set forth in Sections 30.01, 30.02, 30.03, and 30.04 shall be compensated at their regular rate of compensation in addition to the eight (8) hours credit set forth in this Section and provided further that in addition to the above, each such employee may designate up to four (4) such days, designated as holidays, on which the employee normally works as a part of such employee's regular scheduled work days for which such employee shall be credited with eight (8) hours of work counted toward the total annual hours of work.

HOSPITALIZATION, PHYSICIAN'S SERVICES, MAJOR MEDICAL INSURANCE

ARTICLE 31

31.01 All full-time employees and the dependents of such employees shall be eligible for coverage under the group health plan which the City, by contract, has entered into, the premiums for which shall be paid by the City subject to the following exceptions and conditions:

(1) Such employee has been employed by the City for thirty (30) or more calendar days;

(2) Such employee is a subscriber to said group health plan by having completed the necessary application forms and filed the same with the Director of Finance; and

(3) Said employee has signed a payroll deduction form and filed the same with the Director of Finance authorizing a payroll deduction for the premium in excess of the City's share as set forth in Section 31.03.

(4) If the spouse of the employee is eligible for health care coverage, at a premium cost not to exceed seventy-five ($75), per month with the spouse's employer the spouse must elect coverage from their own employer and shall only be eligible for secondary coverage herein.

(5) Each employee seeking coverage hereunder must certify by affidavit that his or her spouse is not eligible for and does not have health care coverage with another employer. It is the responsibility of the employee to notify the Employer of any change in this status.

31.02 The City shall include a dental plan and optical plan in the employee group health plan the cost for which shall be included as a part of the City's contribution cap formula set forth in Section 31.03.

31.03 The City shall make payments of such premiums for the group health plan described in

Sections 31.01 above, to the extent of eighty five percent (85%) and the employee shall pay the remaining fifteen percent (15%) through automatic payroll deduction, not to exceed $125 per month for single coverage / $250 for family coverage per month.

31.04 The Union recognizes the right of the City in its discretion to secure alternate insurance carriers and to modify coverages which measures may be used to maintain or to lessen premium costs. Prior to any modifications of benefits or coverage, the Union and the City agree to meet and discuss any such modifications.

31.05 Not less than 90 days prior to the date of the renewal of the City health insurance, the City will meet with one (1) member of each bargaining unit to review the insurance and discuss economically feasible alternatives. This committee shall have no authority to bind the City, but upon consensus shall make such recommendation to the City Administrator for presentation to City Council. The committee meeting shall occur during the normal workday of the committee participants.

31.06 The Employer agrees to provide a "Wellness Program" for access by members of these bargaining units.

31.07. Effective January 1, 2016, the insurance plan will remain as it is currently exists for 2015.

31.08 Effective January 1, 2017 bargaining unit members shall have the same health insurance including surgical, dental and vision, and prescription drug coverage as that which is provided for all non-bargaining unit employees (including managerial employees.) Eligible employees will have a network deductible responsibility of $250 single/ $500 family as part of the medical and RX coverage provided, a max out of pocket responsibility (excluding deductibles) of $750 single/ $2,000 family in-network coverage.

31.09 Effective September of 2017 the parties agree that they shall engage in a re-opener for the purposes of healthcare coverage for 2018 in accordance with Ohio revised Code section 4117.

LONGEVITY PAY

ARTICLE 32

32.01 Longevity pay shall be calculated in accordance with the following:

(1) All full-time employees hired on or before January 9, 1983, shall be entitled to longevity pay in the following amount: three-eighths of one percent (0.375%) for each full calendar year of service calculated at the annual base salary as of December 31st; provided however.

(2) All full-time employees covered by this Agreement hired after January 9, 1983, who have completed five (5) full calendar years of continuous service with the City, shall be entitled to annual longevity payments according to the following schedule:

COMPLETED CALENDAR YEARS OF SERVICE	AMOUNT
Five (5) Years through Nine (9) Years	$ 600.00

Ten (10) Years through Fourteen (14) Years	$ 900.00
Fifteen (15) Years Through Nineteen (19) Years	$1,200.00
Twenty (20) Years through Twenty-Four (24) Years	$1,500.00
Twenty-Five (25) Years or more	$1,800.00

32.02 All such longevity pay to which an employee is entitled shall be paid as a lump sum in February of each calendar year.

EMPLOYEE BILL OF RIGHTS

ARTICLE 33

33.01 Rights of Bargaining Unit Members while Under Investigation - When a bargaining unit member is under investigation or is subjected to questioning for any reason, the following minimum standards shall apply:

(1) Questioning of the bargaining unit member shall be conducted at a reasonable hour, preferably when the bargaining unit member is on duty, unless circumstances otherwise require.

(2) Questioning of the bargaining unit member shall normally take place at the offices of those conducting the investigation or the place where such bargaining unit member reports for duty unless the member consents in writing to being questioned elsewhere.

(3) The bargaining unit member under investigation shall be informed, at the commencement of any questioning, of the name, rank and command of the officer conducting the questioning.

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

(5) Any questioning of a bargaining unit member in connection with an investigation shall be for a reasonable period of time and shall allow for reasonable periods for the rest and personal necessities of the bargaining unit member.

(6) No threat against, harassment of, or promise or reward (except an offer of immunity from prosecution) to any bargaining unit member shall be made in connection with an investigation to induce the answering of any question.

(7) Questioning of any bargaining unit member in connection with the investigation may be recorded in full in writing or by electronic device, and if so a copy of the transcript shall be made available to the member under investigation.

(8) The bargaining unit member under investigation shall be entitled to the presence of a union representative, at any questioning of the member, unless the member consents in writing to being questioned outside the presence of the union representative.

(9) At the conclusion of the investigation, the bargaining unit member under investigation shall be informed, in writing, of the investigative findings and any

recommendations or disciplinary action that the person intends to make, within a reasonable period of time.

(10) A bargaining unit member who is brought before a disciplinary hearing shall be provided access to all transcripts, records, written statements, written reports and analyses and video tapes pertinent to the case that:

(A) contain exculpatory information

(B) are intended to support any disciplinary action, or

(C) are to be introduced in the disciplinary hearing.

(11) Initial disciplinary hearing shall be held within thirty (30) days of the filing of charges, unless the parties mutually agree otherwise.

33.02 Summary Punishment and Emergency Suspension:

(1) This section does not preclude an Employer from providing for summary punishment or emergency suspension for misconduct by a bargaining unit member.

(2) An emergency suspension shall not affect or infringe on the health benefits of a bargaining unit member.

33.03 Notice of Disciplinary Action:

When disciplinary action is to be taken against a bargaining unit member, the member shall be notified of the action and the reasons therefore, a reasonable time before the action takes effect.

33.04 At the time that any bargaining unit member is notified to report for an internal investigation, and upon the bargaining unit member's request, he shall be provided an opportunity within a reasonable time frame to contact a union representative for the purpose of representation.

33.05 Bargaining Unit Members shall be informed in writing of the nature of the investigation prior to any questioning and shall be informed to the extent known at the time, whether the investigation is focused on a criminal or Departmental charge. If the member requests it, he shall be given brief time prior to any questioning to locate and review any written documents he possesses regarding the event(s) being investigated in order to fully prepare himself to accurately and completely respond to the questioning; an investigating Officer may accompany the member during his search and review of such documents.

33.06 A Bargaining Unit Member who is to be questioned as a suspect in an internal investigation that may lead to criminal charges against him shall be advised of his Constitutional Rights in accordance with the law.

33.07 Before a Bargaining Unit Member may be charged with insubordination or like offenses

for refusing to answer questions or participate in an investigation, he shall be advised that such conduct could be made the basis for a charge.

33.08 Notification to a bargaining unit member that potential corrective action could result if the bargaining unit member continues to refuse to answer questions or participate in any investigation shall not be construed as administrative pressures, threats, coercion, or promises for the purpose of this paragraph.

33.09 When a bargaining unit member is to be interviewed regarding the investigation of any other bargaining unit member, such interview shall be conducted in accordance with the procedures established in this Article.

33.10 When a single anonymous complaint is made against a bargaining unit member on duty and there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded and the accused bargaining unit member shall not be required to submit a written report.

33.11 Any signed complaint received concerning alleged misconduct by a bargaining unit member who was off duty when the alleged incident occurred shall be treated the same as any complaint made by a citizen against a bargaining unit member for misconduct while on duty.

33.12 Retaliation for Exercising Rights:

There shall be no penalty or threat of penalty against a bargaining unit member for the exercise of the member's rights under this section.

33.13 Other Remedies Not Impaired:

(1) Nothing in this section shall be construed to impair any other legal remedy that a bargaining unit member has pursuant to this Agreement with respect to any rights under this section.

(2) A bargaining unit member may waive any of the rights guaranteed in this Article.

33.14 Definitions - For the purposes of this Article:

(1) The term "disciplinary action" means the suspension, demotion, reduction in pay or any other employment benefit, dismissal, transfer, or similar action taken against a bargaining unit member as punishment for misconduct.

(2) The term "emergency suspension" means temporary action imposed by the Employer when that official determines that the action is in the best interests of the public.

(3) The term "summary punishment" means punishment imposed for a minor violation of an Employer's rules and regulations that does not result in disciplinary action.

(4) The term "Employer" means the City of Maumee.

(5) The term "bargaining unit member" means those persons as specified by SERB as members of the bargaining unit.

33.15 Prohibition of Adverse Material in Member's File:

The Employer shall not insert any adverse material into the file of any bargaining unit member unless the member has had an opportunity to review and comment in writing on the adverse material.

33.16 Disclosure of Personal Assets:

A bargaining unit member shall not be required or requested to disclose any item of the member's personal property, income, assets, sources of income, debts, personal or domestic expenditures (including those of any member of the member's household), unless:

(1) The information is necessary in investigating a violation of any federal, state, or local law, rule, or regulation with respect to the performance of official duties, or

(2) Such disclosure is required by federal, state, or local law.

33.17 There shall be no press release by the City or OLC regarding the employee under investigation, until the investigation is completed and the employee is either cleared or charged with a violation.

OVERTIME COMPENSATION

ARTICLE 34

34.01 If approved by the Department Head or immediate supervisor, all full-time employees shall receive, compensation for hours worked in excess of regularly scheduled hours in each workweek. Compensation for overtime hours, shall be as follows:

(1) For all hours after an employee has worked a full shift, at the rate time and a half or one hundred- fifty percent (150%) , except as set forth in Sections 34.01(2) and 34.03;

(2) Any overtime incurred on holidays, as designated in section 30.01 through 30.04 shall be paid at the rate of double time or two-hundred percent (200%).

(3) Officers who work a 5-2, a 4-2 schedule, or modification thereof:

(A) Shall be compensated at the rate of time and a half or one hundred-fifty percent (150%) on your first day off which begins eight (8) hours after the completion of your regular scheduled eight (8) hour shift, and continues for 24 hours;

(B) Shall be compensated at the double time rate for a second day off. Second day off begins at the end of the first day off and continues for twenty-four (24) hours. If scheduled any additional consecutive days off, (i.e. training day) it would revert back to first day off for purposes of overtime.

34.02 Full-time employees may receive, in lieu of said overtime, time off with pay at the rate so specified above; provided however, that any such time off with pay be scheduled subject to the approval of the Department and Division Heads to which such employee is assigned, subject to the provisions of Sections 15.08 and 15.09, and to the following conditions:

(1) Such compensatory time shall be given in lieu of pay, and any such overtime on any day shall be compensated for either as pay or as compensatory time but not as a combination thereof.

(2) Compensatory time which is unscheduled as time off may be accrued by an employee up to an amount not to exceed eighty (80) hours at any one time. Any overtime hours worked which would result in an excess of eighty (80) hours unscheduled compensatory time shall be paid on the pay date for the pay period in which the hours were worked and consistent with paragraph (1) above.

(3) Compensatory time may be taken as time off, upon approval, or scheduled off provided no more than a maximum of one hundred sixty (160) hours of such compensatory time can be taken in any payroll year.

34.03 Employees shall receive said overtime compensation for no less than three (3) hours for any required Court appearance, or when called out for duty not scheduled at least forty eight (48) hours in advance, when such duty does not abut or overlap their regularly scheduled duty; provided however, that all subsequent call-outs for such employee which fall within three (3) hours of the first call-out shall be continued as a part thereof. Employees attending a required court appearance on their 2nd day off or answering a non-scheduled call-out with less that forty-eight (48) hours notice on their 2nd day off shall receive overtime pursuant to 34.01 (3) (B), above

34.04 Employees who continue on duty beyond their regularly scheduled hours of duty or who have been scheduled and accepted duties at times other than their regularly scheduled hours shall be compensated at the rate set forth in Section 34.01 for all time during which the employee is performing the assigned duties.

34.05 Personnel on any leave from regularly scheduled duty, including but not limited to funeral leave, vacation leave, personal leave, compensatory time leave, or sick leave shall be considered to continue on such leave until said employee reports for the next regularly scheduled duty and shall be passed over for call-outs as set forth in Section 34.09 during such time, except during declared emergencies.

34.06 In the event that an insufficient number of employees have accepted overtime, employees within the Division beginning with the employee with the least amount of seniority will be required and obligated to work such overtime.

34.07 Officers assigned to duty on regular A, B, or C Shifts and the "D" schedule who report for roll-call, and who work the scheduled shift shall be compensated, at the rate of time and a half for fifteen

(15) minutes per regularly scheduled shift.

Sergeants shall receive thirty (30) minutes per the above language.

Dispatchers shall receive fifteen (15) minutes per the above language as prep time.

Employees not on regular duty within the City because of attendance at seminars, training sessions, and the like shall not be compensated for the aforementioned fifteen (15) minute period.

34.08 Where special skills and/or training are required, employees possessing such will be assigned to the overtime work involved regardless of any other paragraph of this Article.

34.09 OVERTIME TIME CALL-OUT:

It is the purpose of this section to provide a method of maintaining police coverage for the citizens of this City without undue hardship.

In the event of an emergency, the Chief of Police in his sole discretion shall provide for the necessary deployment of personnel notwithstanding any other provision of this Agreement.

It is also meant to fill a patrolman's vacancy with a patrolman and command officer's vacancy with a command officer. However, when a shift or watch has no command officer on duty for three (3) or more hours only the first eligible command officer shall be given the right of first refusal of overtime to fill the vacancy. Once the first eligible command officer has refused the overtime then Article 49.01 regarding acting time applies.

For the purpose of training, acting time may be utilized.

(1) SCHEDULED OVERTIME:

When overtime is required for special events, the overtime call-out procedure shall be used. For special events for which the City is receiving compensation from a second party specifically for Police service, the overtime call-out procedure shall be used. Call outs for fireworks, Taste of Maumee/Summerfair, and Holiday Hustle and Light Parade shall be completed with thirty (30) days advance notice.

(2) RECORD KEEPING:

The person making the call-out shall log on the Sergeant's activity sheet who was called, who accepted, and the reason for overtime.

(3) DETECTIVE OVERTIME:

Personnel not assigned to the Detective Bureau are not eligible for call-out or overtime hours within the Detective Bureau unless authorized by the Chief of Police.

(4) PATROLMAN:

Where circumstances dictate that a vacancy of three (3) hours or more on a shift be filled or additional personnel called out, the following rotation shall apply, and each of the following steps A through C shall be done by seniority beginning with the most senior Patrolman followed by the next most senior, etc. The Detective on-call is not eligible for any Steps A through G.

(A) Patrolman on first day off;

(1) From the shift involved;

(2) From the other shifts, excluding "O" shift Patrolmen.

(B) If all Patrolmen on their first day off refuse, proceed to Patrolmen on second day off;

(1) From the shift involved;

(2) From the other shifts, excluding "O" shift Patrolmen;

(3) Where the vacancy on a shift occurs on a weekend or FOP/OLC holiday, and Sections 34.09(4)(A), (B)(1), (2) have been attempted, call "O" shift Patrolmen;

(C) If all refuse on second cay off use the four (4) hour holdover and four (4) hour call in from Patrolmen on the shifts immediately before and after the affected shift, excluding "O" shift Patrolmen.

(D) If all refuse, the vacancy may be offered to any Patrolman not eligible in the above call out.

(E) If all refuse, order four (4) hour holdover and four (4) hour call in from Patrolmen on the shift immediately before and after the affected shift, beginning with the least senior Patrolman on each shift and proceed in reverse order of seniority, excluding "O" shift Patrolmen.

(F) If a vacancy or part of it still exists, then order Patrolmen on first day off beginning with the least senior Patrolman, and proceed in reverse order of seniority, including "O" shift Patrolmen on first day off.

(G) If a vacancy or part of it still exists, then order Patrolmen on second day off beginning with the least senior Patrolmen and proceed in reverse order of seniority, including "O" shift Patrolmen on second day off.

(5) <u>COMMAND OFFICERS</u>:

Where circumstances dictate that a vacancy of three (3) hours or more on a shift be filled or additional personnel called out, the following rotation shall apply:

(A) Sergeant on first day off:

(1) Sergeant who is assigned to the same shift who is on first day off.

(2) Senior Road Sergeant on first day off.

(3) Second Senior Road Sergeant on first day off, etc.

(4) Senior Sergeant assigned to other duties on first day off, provided the Detective Sergeant is not on call; etc.

(B) If all refuse on first day off, call Sergeant from same shift on second day off, then proceed in the order of Section 34.09 (5)(A) above.

(C) If all refuse on second day off, use the four (4) hour hold-over and four (4) hour call-in from Sergeants on the shift immediately before and after the affected shift, including "O" shifts, provided Detective Sergeant in not on call, beginning with the most senior Sergeant on each shift:

(1) shift immediately before and after the affected shift.

(2) Sergeant assigned to "O" schedule as applicable.

(D) If all refuse, order to duty in reverse order of seniority the Command Officer from the shift immediately before and after the affected shift, including "O" shifts, provided the Detective Sergeant is not on call. If that person cannot be contacted, work up the seniority list and then use second day command officers in reverse order of seniority if no one on first day off can be contacted.

(6) RADIO AND TELEPHONE OPERATORS:

(A) Where circumstances dictate that a vacancy of three (3) hours or more on a shift be filled or additional personnel called out, the following rotation shall apply:

(1) Relief or part-time Dispatchers are to be called first, in order of greatest seniority.

(2) Dispatchers assigned to same shift on first day off, by seniority.

(3) Other Dispatchers on first day off, by seniority. "D" shift personnel will be part of the "A" shift callout. "E" shift personnel shall be part of the

"B" shift call out.

(B) If all refuse, call Dispatcher from same shift on second day off using same format as Section 34.09(6)(A) above.

(C) If all refuse, use four (4) hour hold-over and four (4) hour call-in from Dispatchers on the shift immediately before and after the affected shift beginning with the most senior Dispatcher on each shift.

(D) If all refuse, order four (4) hour holdover and four (4) hour call in from Dispatchers on the shift immediately before and after the affected shift, beginning with the least senior Dispatcher on each shift, and proceed in reverse order of seniority.

(E) If the vacancy or part of it still exists, the shift commander shall order to duty the Dispatcher with the least seniority. If that person cannot be contacted and no part time Dispatchers are available, proceed to other full time personnel in the reverse order of seniority.

34.10 Vacancies – (Less than three (3) hours duration)

(1) Patrolmen, Command Officers and Radio and Telephone Operators

Where circumstances dictate that a vacancy of less than three (3) hours abutting the beginning or end of a shift be filled, the following rotation shall apply:

(A) Beginning Shift

Employees from the preceding shift in order of greatest seniority will be offered the vacancy.

If all refuse, the least senior employee shall be ordered to fill the vacancy.

(2) End Shift

Employees from the oncoming shift in order of greatest seniority will be offered the vacancy.

If all refuse, the least senior employee shall be ordered to fill the vacancy.

ADDITIONAL COMPENSATION

ARTICLE 35

35.01 Shift Differential:

Full-time employees shall receive, in addition to other compensation, the sum of sixty cents ($.60) per hour for time spent when assigned to the regularly scheduled second or afternoon shift or when assigned to the regularly scheduled third or midnight shift. Full-time employees shall receive, in addition to other compensation, the sum of sixty cents ($.60) per hour for call-out or assigned time spent following the end of the daytime shift or schedule. On Saturdays, Sundays, or holidays, the time of the daytime shift or schedule will be considered to be the same as during the regular week schedule.

35.02 Bureau of Detectives:

Members of the Detective Bureau/Bomb Squad shall receive, in addition to other compensation, the sum of one hundred dollars ($100.00) per week for required stand-by duty as prescribed by the Chief of Police; provided however, in no case shall the total stand-by compensation paid to the members of the Detective Bureau/Bomb Squad, collectively, exceed the amount of one hundred dollars ($100.00) per week.

35.03 Education Bonus Compensation:

(1) All police officers hired prior to July 2, 1980, upon completion of the Basic Police Training Course and Field Training Program, shall receive, in addition to base pay, annual compensation in the amount of one hundred dollars ($100) for each college quarter of fifteen (15) credit hours received in the following subjects:

(A) Police Science

(B) Law Enforcement Technology

(C) Public Safety Technology

(D) Or in other than college training, all of which must be approved by the Director of Public Safety.

The term "other than college training" shall include subjects similar to those listed above and credit therefore shall be calculated on the basis of forty (40) classroom hours being the equivalent of one-point-five (1.5) credit hours.

(2) The provisions of this Section shall apply and be limited to those persons who were employed as police officers in the Division of Police on or after July 2, 1980 who shall be eligible for the aforementioned rates of compensation for all education credits beyond the education required as a condition of their employment.

(3) Such college or other than college training shall be at other than City expense.

35.04 Weekend/Holiday Differential:

All full-time employees who work a 5-2, 4-2 schedule, a 4-2 schedule, or modifications thereof, shall receive, in addition to other compensation, the sum of sixty cents ($.60) per hour for each full hour worked as part of such employee's regular workweek when regularly scheduled hours fall either on a holiday as defined herein, or a weekend defined as follows:

Police Officers	3:00 p.m. Friday through 11:00 p.m. Sunday
Radio & Telephone Operators	3:00 p.m. Friday through 11:00 p.m Sunday

Holiday pay differential for days designated as one-half day holidays shall be paid from 12:00 noon to 12:00 midnight.

When holiday hours and weekend hours coincide, only one sixty cents ($.60) per hour differential will be paid.

PROBATIONARY PERIOD

ARTICLE 36

36.01 All newly hired employees will be required to serve a probationary period of one year. During such period, the Employer shall have the sole discretion to discipline or discharge such employees and any such action shall not be appealable through any grievance or appeal procedure contained herein.

36.02 A probationary employee shall have no seniority until satisfactorily completing the probationary period, when at that time, said probationary period will be added to the total length of continuous service.

36.03 If any employee is discharged or quits while on probation and is later rehired, such employee shall be considered a new employee and shall be subject to the provisions of Sections 36.01 and 36.02 above.

SHIFT SELECTION

ARTICLE 37

37.01 Non-probationary, full-time employees shall have the opportunity to select a regular shift preference on the basis of seniority each October 1 for the following calendar year. Shift preference shall not be unreasonably denied.

37.02 Shift preference selection shall be limited to the normal designated shifts A, B, & C and shall not apply to special assignments such as, but not limited to Detective Bureau, Crime Prevention Officer, Training Sergeant, School Resource Officer and Traffic Officer.

If, in the sole discretion of the Chief of Police, other long term, alternative shifts (such as a "D" shift or "E" shift) are created, such shifts shall be subject to the shift preference selections contained herein, as well as any and all administrative policies concerning minimum staffing, exclusive of the provisions of Section 15.09 of this Agreement.

37.03 Shift preferences on the basis of seniority shall be reviewed by the Chief of Police who, upon reasonable notice of five (5) days to and consultation with an affected employee, shall retain the

right to modify the shift preference selected by an employee to insure the efficient and effective operation of the Division. An employee whose shift is modified for training purposes shall be offered two (2) consecutive days off.

37.04 Once shift preference has been selected by October 1, the schedule for the following year shall be distributed by December 1.

37.05 Between June 1 and June 30 of each year, employees may trade shifts for the rest of the calendar year, with the approval of the Chief of Police. All scheduled vacation leave, personal leave, and compensatory time leave for the employees involved in the trade will be cancelled and may not be requested by said employees until after July 15th. Between June 30th and July 15th, employees not involved in the shift trade may request the time off which was cancelled and it will be granted in accordance with all other provisions of this contract.

37.06 The Employer agrees to post work assignments for three (3) days prior to appointment to such assignment. This shall not be construed to require the Employer to appoint an employee from the list of those interested. If the Employer does not appoint from the list of interested employees or fails to meet the posting requirements above, such shall not be subject to the Grievance Procedure.

REPRESENTATIVES

ARTICLE 38

38.01 An employee has the right to the presence and advice of an Ohio Labor Council (OLC) representative at all disciplinary interviews.

38.02 The designated OLC representative on each shift shall suffer no loss in pay for necessary time spent in the good faith processing of grievances and at any meetings at which the employee requests a representative to be present. However, regularly scheduled work time shall not be used for the investigation of grievances by the representatives.

38.03 The parties recognize that it may be necessary for an employee representative of the OLC to leave a normal work assignment while acting in the capacity of representative. The OLC recognizes the operational needs of the Employer, and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this Section, the representative must obtain approval from the officer in charge of the shift. If the representative is the officer in charge of the shift, he must obtain approval from the Chief of Police, or his designee.

38.04 The FOP/OLC delegate shall be authorized an aggregate of three (3) work days of paid leave per calendar year for delegates to use any time during the year to attend FOP/OLC functions such as, but not limited to conventions, educational meetings or conferences. The FOP/OLC shall provide not less than two (2) weeks notice. The use of such time shall not cause overtime, except if such use is for the OLC annual conference. The OLC shall provide the City with an annual list of delegates.

PERSONNEL FILE

ARTICLE 39

39.01 Records of disciplinary action not resulting in time off which are two (2) years old, or disciplinary action resulting in time off of five (5) days or less which are five (5) years old may, upon written request of the employee and subject to the following criteria, be removed from the employee's personnel file:

(1) There has been no occurrence of a similar type incident within a two (2) year period, or five (5) year period, respectively.

(2) The Law Director has given written approval after determination that such removal will not adversely impact upon the City's legal position in any pending or subsequent court action.

39.02 The removal of such disciplinary records from the personnel files will have no force or effect for any future discipline

39.03 If request of such removal is denied, the Employer shall provide a written explanation of the denial.

BULLETIN BOARDS

ARTICLE 40

40.01 The City shall permit the Union to utilize a bulletin board of the Union's choice and purchase, in the Squad Room of a size not to exceed 3 foot by 3 foot (3' x 3'). The bulletin board may be utilized for Union communications. The bulletin board may not contain materials regarding candidates for public office. The bulletin board may not contain any information which is derogatory or demeaning and may not contain any materials regarding City officials.

40.02 Any material posted shall bear the signature of a Union official and a copy thereof shall be provided to the Chief of Police upon posting.

TRAINING

ARTICLE 41

41.01 When training courses are offered by or through the Maumee Police Division, the Chief of Police shall determine which training courses are necessary and shall assign officers to attend such training.

41.02 Upon notice of training courses being offered, employees shall have the opportunity to notify the Chief of Police, in writing, of their desire to attend such training and upon approval of the Chief of Police, subject to schedule requirements and the convenience of the City, may attend such training.

41.03 Employees who attend non-mandatory training, as approved by the Chief of Police, shall be entitled to compensatory time on an hour-for-hour basis for all time spent in the training.

41.04 In the event that a training course to which an employee is assigned or approved to attend is at a site ten (10) miles or more from the City of Maumee (400 Conant Street), the employee shall receive, in addition to the time for the training, time and one-half compensatory time for travel to and from the training site.

41.05 In the event that an employee has fulfilled the make-up time requirement, if any, in order to comply with the provisions of Article 13, such employee may select the method of compensation,

wages or compensatory time, for attendance at mandatory training.

41.06 Any employee attending mandatory training shall be compensated for any hours in excess of eight (8) hours per day at the overtime rate when such hours are part of the training requirement and are certified in writing by the instructor.

41.07 Time spent outside of the actual hours of a training class that are voluntary or non-mandatory shall not be considered as hours actually worked for purposes of compensation.

41.08 Each employee selected for assignment as Field Training Officer (FTO/Dispatcher) and who conducts any portion of such Field Training with the trainee(s), and any extension thereof, shall receive stipend of six hundred dollars ($600.00) per training cycle.

A training cycle shall consist of and be defined as training anyone who was hired by the city within thirty (30) days of one another.

If such training is abated by the training officer at any point, the stipend shall not be paid to the training officer, but to their replacement. The stipend shall be connected with each hiring event in which the trainer trains, not per trainee. For instance, if three (3) new employees are hired in one training cycle, the trainer shall receive $600. Any necessary daily FTO overtime must be approved by the Supervisor.

An employee who is an instructor in Divisional Training which is open to outside agencies shall be paid time and one-half for all actual hours of instruction, and shall otherwise be subject to Section 34.01 of this Agreement.

SENIORITY

ARTICLE 42

42.01 Seniority shall be defined as an employee's uninterrupted length of continuous full-time employment with the Employer in the Division of Police. A probationary employee shall have no seniority until satisfactorily completing the probationary period, at which time said probationary period will be added to the employee's total length of continuous service.

42.02 An employee's seniority shall be terminated when one or more of the following occur:

(1) Resignation

(2) Discharge for just cause.

(3) Laid off for a period exceeding twelve (12) months.

(4) Retirement

(5) Failure to report for duty for more than three (3) working days without having given the Employer advance notice of the pending absence.

(6) Inability to perform the material and substantial duties of the job due to illness or injury, and to return to work upon the expiration of any applicable leave.

(7) Refusal of a recall or failure to report to work within five (5) working days from the

date the Employer sends the employee a recall notice by certified mail.

42.03 If two (2) or more employees are hired or appointed on the same date, their relative seniority shall be determined by the order in which their names appeared on the certified eligibility list.

42.04 The Employer shall provide up-to-date seniority lists of all employees in the bargaining unit to the local OLC representative.

42.05 For purposes of selecting vacation leave, personal leave, compensatory time leave, and shift preferences, seniority shall be defined as time within the employee's classification or rank.

42.06 An employee voluntarily or involuntarily demoted shall maintain all seniority from the higher classification for purposes of selecting vacation leave, personal leave, compensatory time leave, and shift preferences, unless otherwise ordered in an administrative or legal proceeding.

DISCIPLINE

ARTICLE 43

43.01 A non-probationary employee who is suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action in accordance with the Disciplinary Procedure herein contained.

43.02 Disciplinary action taken by the Employer shall only be for just cause.

43.03 Discipline shall normally be applied in a corrective progressive manner. However, should the severity of an employee's conduct or disciplinary record so warrant, an employee may be subject to suspension or discharge.

43.04 Any disciplinary action resulting in a suspension, demotion or discharge of a non-probationary employee may only be appealed and processed in accordance with the Disciplinary Procedure herein contained.

43.05 This procedure shall only apply to all non-probationary employees covered by this Agreement.

43.06 All employees shall have the following rights:

(1) An employee shall be entitled to representation by a Union representative at each step of the disciplinary procedure.

(2) No recording device or stenographic or other record shall be used during questioning unless the employee is advised in advance that a transcript is being made and is thereafter supplied a copy of the record, at least five (5) work days prior to the date of arbitration. The cost of the transcript will be borne by the party requesting the copy of the transcript.

(3) An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working

conditions as the result of the exercise of his rights under this procedure.

43.07 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the terms of this Agreement and the employee's employment shall be terminated.

43.08 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places, if possible.

43.09 Where the Employer seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested.

43.10 Discipline shall not be implemented until either:

(1) the matter is settled, or

(2) the employee fails to file a grievance within the time frame provided by this procedure, or

(3) the penalty is upheld at Step 3 of the grievance procedure.

43.11 The Notice of Discipline served on the employee shall be accompanied by written statement that:

(1) the employee has a right to object by filing a grievance within five (5) working days of receipt of the Notice of Discipline;

(2) the Grievance Procedure provides for a hearing by an independent arbitrator as its final step;

(3) the employee is entitled to representation by a Union representative at every step of the proceeding;

43.12 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph 43.10, until the matter is settled or a Step 3 determination has been reached.

43.13 The following administrative procedures shall apply to disciplinary actions:

(1) The Employer, the employee involved, and the Union are encouraged to settle disciplinary matters informally. All parties shall extend a good faith effort to settle the matter at the earliest possible time. The Employer is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the Employer may offer a proposed disciplinary penalty. The employee must be advised before meeting that she/he is entitled to representation by the Union during the initial discussion.

(2) If a mutually agreeable settlement is not reached at this informal meeting the Employer will, within five (5) working days, prepare a formal Notice of Discipline and present it to the employee and the Union. If no informal meeting is held, the Employer may just prepare a Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.

(3) Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the Employer, pursuant to Step 2 of the Grievance Procedure. The appeal must be filed at Step 2 within five (5) working days from receipt of the Notice of Discipline.

43.14 A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the effected employee and Union. All subsequent appeal rights shall be deemed waived.

43.15 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative or to decline any such representation. In the event any employee declines Union representation, the Union shall have a right to be present. A settlement entered into by an employee or the Union on his behalf, shall be final and binding on all parties. The Union shall be notified of all settlements.

43.16 An employee may be suspended with pay at any time during the process if the Employer, at its sole discretion, determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the Employer's operations. A suspension without pay may be imposed concurrent with or subsequent to the decision at Step 2 of the Grievance Procedure.

43.17 The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g. suspensions, demotion or discharge) to any other forum.

REPRIMANDS AND COUNSELING

ARTICLE 44

44.01 In the event it becomes necessary for an employee to be reprimanded or counseled, such shall be done in a discreet manner, such that the employee or the Police Division is not subjected to unnecessary public embarrassment and when so conducted, shall not be subject to any appeal set forth in Article 43 or Article 53.

RULES AND ORDERS

ARTICLE 45

45.01 All divisional rules and orders shall be issued in written form and should be submitted to employees not less than three (3) calendar days before such rules or orders are to take effect.

45.02 The issuance of rules and orders shall not be subject to the grievance procedure, unless the effect of the subject matter of the rule meets the definition of a grievance, as defined in Section 53.02.

UNIFORMS

ARTICLE 46

46.01 Sworn officers in the Division of Police shall receive a general uniform issue, as recommended by the Chief of Police and authorized by Council, at the time of employment. Items of general uniform issue shall be replaced as needed, subject to the approval for such replacement by the Chief of Police and Director of Public Safety.

46.02 Reimbursement for the purchase of footwear shall be limited to one hundred fifty dollars ($150) per year for purchases of approved footwear. Required repairs to approved footwear shall be reimbursed. The color and style of footwear, as well as authorization for reimbursement for approved footwear replacement or repair, shall be subject to prior approval by the Chief of Police. All requests for authorized reimbursements, as herein provided, shall be accompanied with the receipt for the repair or replacement.

46.03 Non-uniformed police officers shall be entitled to reimbursement for not more than four hundred dollars ($400) per year of the contract for wearing apparel, upon presentation of receipts as approved by the Chief of Police.

46.04 The Dispatchers unit as a whole may receive a uniform issue as recommended by the Chief of Police. Such uniform shall readily identify a Dispatcher as such. Items of the uniform issue shall be replaced as needed, subject to the approval of the Chief of Police and the Director of Public Safety.

46.05 Animal Control Officer shall receive a uniform issue as recommended by the Chief of Police. Such uniform shall readily identify the Animal Control Officer as such. Such uniform shall be replaced as needed, subject to the approval of the Chief of Police and the Director of Public Safety.

46.06 An annual uniform maintenance allowance in the amount of one hundred dollars ($100) shall be paid to an employee for the care of the general uniform issue. Such payment shall be made on the pay date for the pay period beginning immediately after the execution of this Agreement and each year thereafter for the life of the Agreement *at the same time as bonus payments are distributed.* The Employer agrees to provide uniform cleaning for employees' uniforms where employees come in contact with hazardous or contaminated materials.

46.07 Any uniform inspection shall be conducted on City time.

46.08 All receipts must be submitted for reimbursement no later than November 1 of the calendar year.

TRAVEL AND MILEAGE ALLOWANCE

ARTICLE 47

47.01 Employees of the City shall be allowed the sum equal to that approved by the Internal Revenue Service, plus parking charges and tolls, for travel on official business for the City in privately owned vehicles; provided however, such travel must be authorized by the Department Head and certified by the employee to the Director of Finance.

47.02 The City will reimburse up to a daily maximum of thirty five dollars ($35.00) (excluding alcohol) for meals for the employee so long as the employee has traveled more than sixty (60) miles from the Department consistent with 41.04.

Also, for lodging, for the employee ONLY, provided further, that receipts for such lodging and meals shall be submitted to the Director of Finance and attached to forms provided by said Director.

COMPENSATED TIME AS TIME WORKED

ARTICLE 48

48.01 Holidays, vacation days, and other time off which an employee is entitled to, under this contract, shall be considered as time worked, and shall be compensated for accordingly.

ACTING TIME

ARTICLE 49

49.01 When it is necessary to appoint an employee to act in place of a Sergeant, the Patrolman who has the most seniority of the employees assigned to the shift shall be made Acting Sergeant. Acting time shall be paid at a Sergeant's hourly rate of pay at Step F, for the actual number of hours worked.

For those Officers assigned to the Detective Bureau or Crime Prevention Bureau, it will be the Patrolman who has the most seniority with the Maumee Police Division whom shall be made Acting Sergeant. Acting time shall be paid at the Sergeant's hourly rate of pay at Step F, for the actual number of hours worked.

49.02 When a Lieutenant position is vacant for a minimum of thirty (30) calendar days, the Chief of Police shall have the discretion as to the appointment of a Sergeant to fill this position. Sergeants who fill the Lieutenant's vacancy may be required to assume the duties of this regular position and will receive the Lieutenant's hourly rate of pay at Step F, for the actual number of hours worked.

49.03 An appointment to Acting Lieutenant will be mandatory upon absences of the Chief of Police, Line Lieutenant, and Support Lieutenant that all occur on the same day.

FATAL FORCE

ARTICLE 50

50.01 Anytime an employee has to administer such force as to fall into the category of fatal force, the following provisions shall apply.

50.02 The employee shall be required to attend one (1) Counseling session and receive the

necessary time off to relieve the stress which has resulted from the use of fatal force. The duration of the time shall meet with the approval of the Chief of Police after consultation with counselors, psychologists, or other mental health professionals.

50.03 The employee shall continue to receive the normal rate of pay for these hours and such hours will not be charged against the employee's sick time.

REQUIRED MEDICAL EXAM

ARTICLE 51

51.01 In any case where an employee is required to report to a physician designated by the City, it shall be on City time, except in cases where the employee has exhausted applicable leave and is no longer in pay status.

51.02 In cases set forth in Section 51.01, the City shall make every effort to consistently send Police Division members to the same source for medical evaluation, unless the nature of the injury or illness dictates otherwise.

LABOR-MANAGEMENT MEETINGS

ARTICLE 52

52.01 The parties agree, upon request of either, to meet to discuss issues of concern to either party from time to time, as often as the parties mutually agree. Each party may be represented by up to three (3) persons. In addition, a staff representative of the Union may attend.

52.02 Each party shall provide an agenda of items to be discussed prior to the meeting. Such meetings shall be held during working hours unless otherwise mutually agreed.

GRIEVANCE PROCEDURE

ARTICLE 53

53.01 Every employee shall have the right to present a grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination, or reprisal and shall have the right to representation of the Ohio Labor Council at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

53.02 For the purposes of this procedure, the below listed terms are defined as follows:

(1) Grievance - A "grievance" shall be defined as a dispute or controversy arising from the alleged misapplication or misinterpretation of only the specific and express written provisions of this Agreement or a disciplinary action resulting in time off without pay.

(2) Aggrieved party - The "aggrieved party" shall be defined as only an employee or group of employees within the bargaining unit actually filing a grievance.

(3) Party in Interest - A "party in interest" shall be defined as any employee of the

Employer named in the grievance who is not the aggrieved party.

(4) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or Holidays as provided for in this Agreement.

53.03 The following procedures shall apply to the administration of all grievances filed under this procedure:

(1) All grievances shall include:

(A) The name and position of the aggrieved party.

(B) The identity of the provisions of this Agreement involved in the grievance.

(C) The time and place where the alleged events or conditions constituting the grievance took place.

(D) The identity of the party responsible for causing the said grievance, if known to the aggrieved party.

(E) A general statement of the nature of the grievance and the redress sought by the aggrieved party.

(2) All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and the Union.

(3) If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 2.

(4) The investigation of grievances shall be conducted only during non-working hours.

(5) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement.

In the event that any grievance is adjusted without a formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.

(6) This shall be the sole and exclusive procedure for disputes concerning any type of discipline or discharge actions or any other disputes arising under this Agreement.

(7) This procedure, when used in a dispute concerning a disciplinary action defined in Section 53.02(1) shall proceed to Step 2 of Section 53.04. This procedure shall

not be available for disputes concerning other types of disciplinary actions.

(8) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specific time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.

(9) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

53.04 All grievances shall be administered in accordance with the following steps of the Grievance Procedure:

Step 1:

An employee who believes he/she may have a grievance shall notify the lieutenant in writing within twelve (12) days of the occurrence of the facts giving rise to the grievance. The lieutenant will schedule a meeting with the employee and the Union, if the Union's presence is requested by the employee, within five (5) days. The lieutenant shall give a written answer to the aggrieved party, with a copy to the Union, within five (5) days of such grievance meeting.

Step 2:

If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the Chief of Police within five (5) days from the date of the rendering of the decision in Step 1. Copies of the written decision shall be submitted with the appeal. The Chief of Police shall convene a hearing within ten (10) days of the receipt of the appeal, if the employee so requests in writing. The hearing, if held, will be held with the aggrieved party and the Union if requested. The Chief of Police shall issue a written decision to the aggrieved party, with a copy to the Union, within ten (10) days of the receipt of the appeal, or if a hearing is held, within fifteen (15) days from the date of the hearing.

Step 3:

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the City Administrator within five (5) days from the date of the rendering of the decision in Step 2. Copies of the written decisions shall be submitted with the appeal. The City Administrator, or his designee, if he so chooses, may convene a hearing within ten (10) days of the receipt of the appeal. The hearing, if held, will be held with the aggrieved party, the Union, and any other party necessary to provide the required information for the rendering of a proper decision. The City Administrator, or his designee, shall issue a written decision to the employee and the Union within ten (10) days of the receipt of the appeal, or if a hearing is held, within fifteen (15) days from the date of the hearing. If the Union is not satisfied with the decision at Step 3, the Union may proceed to arbitration pursuant to the Arbitration Procedure set forth in Article 54.

ARBITRATION PROCEDURE

ARTICLE 54

54.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by time limit default(s) of the Employer, then within ten (10) days after the rendering of the decision at Step 3, or a time limit default by the Employer at Step 3, the Union may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, the panel members' names will be alternately stricken.

54.02 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 requiring the commission of any act prohibited by law, or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

54.03 The hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

54.04 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. 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.

54.05 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.

54.06 The arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Services (FMCS) shall be jointly requested to submit a panel of nine (9) arbitrators from Ohio. The parties shall alternately strike the names of the arbitrators until only one (1) name remains. Each party may reject the list once and request from FMCS another list of nine (9) names until a mutually agreeable arbitrator is selected. The parties may at any time mutually agree to an alternate arbitration service or method of selection of an arbitrator.

54.07 The Union agrees to hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of the member's rights as provided by the Grievance and Arbitration Procedures herein contained.

LAY-OFF AND RECALL

ARTICLE 55

55.01 Whenever the number of employees in the division is reduced for economic reasons, the persons with the least City seniority in the affected position classification shall be reduced to the next lower position classification for which qualified in that division, and in like manner with the persons of least City seniority in the lower position classification in that division being removed.

When a position is abolished, the incumbent shall be transferred within the division to a position in the same position classification or to the next lower position classification, if any, for which such employee is qualified and has City seniority.

55.02 Whenever a reduction in force becomes necessary, the Department Head shall notify the

affected employee in writing at least fifteen (15) work days prior to the effective date of such action stating the reasons for such reduction.

55.03 Recalls shall be in the inverse order of layoff and a laid-off employee shall retain the right to recall for twelve (12) months from the date of layoff. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail, return receipt requested. An employee who refuses recall or does not report to work within five (5) calendar days from the date the Employee received the recall notice, shall be considered to have resigned from the position and forfeits all right to employment with the Employer.

SALARY AND COMPENSATION

ARTICLE 56

56.01 After the pay period beginning December 14, 2015, the annual salary and compensation for the positions listed below shall be as follows for all employees hired prior to January 1, 2009:

STEP	PATROLMAN	SERGEANT	LIEUTENANT	RADIO/TEL OPERATOR	ACO
A	$50,818	$58,339	$60,210	$43,320	$38,958
B	$52,596	$60,380	$62,316	$44,835	$40,224
C	$54,437	$62,494	$64,498	$46,406	$41,522
D	$56,342	$64,681	$66,757	$48,030	$42,878
E	$58,315	$66,945	$69,092	$49,711	$44,271
F	$60,355	$69,287	$71,511	$51,450	$45,731
G	$62,468	$71,713	$74,014	$53,249	$47,240
H	$64,654	$74,223	$76,605	$55,114	$48,798

56.02 After the pay period beginning December 14, 2015, the annual salary and compensation for the positions listed below shall be as follows for all employees hired on or after January 1, 2009:

STEP	PATROLMAN	SERGEANT	RADIO/TEL OPERATOR	ACO
Entry	$50,818	$58,339	$43,320	$38,958
After 1 yr.	$52,596	$60,380	$44,835	$40,224
After 4 yrs.	$54,437	$62,494	$46,406	$41,522
After 8 yrs.	$58,315	$66,945	$49,711	$44,271
After 12 yrs.	$64,654	$74,223	$55,114	$48,798

56.03 As of the pay period beginning June 13, 2016, the annual salary and compensation for the positions listed below shall be as follows for all employees hired prior to January 1, 2009:

STEP	PATROLMAN	SERGEANT	LIEUTENANT	RADIO/TEL OPERATOR	ACO
A	$51,454	$59,068	$60,963	$43,861	$39,445
B	$53,254	$61,135	$63,095	$45,395	$40,726
C	$55,118	$63,275	$65,305	$46,986	$42,041
D	$57,046	$65,489	$67,592	$48,630	$43,414
E	$59,044	$67,782	$69,956	$50,332	$44,824
F	$61,110	$70,153	$72,405	$52,093	$46,302
G	$63,249	$72,610	$74,939	$53,915	$47,831
H	$65,462	$75,151	$77,562	$55,803	$49,408

56.04 As of the pay period beginning June 13, 2016, the annual salary and compensation for the positions listed below shall be as follows for all employees hired on or after January 1, 2009:

STEP	PATROLMAN	SERGEANT	RADIO/TEL OPERATOR	ACO
Entry	$51,454	$59,068	$43,861	$39,445
After 1 yr.	$53,254	$61,135	$45,395	$40,726
After 4 yrs.	$55,118	$63,275	$46,986	$42,041
After 8 yrs.	$59,044	$67,782	$50,332	$44,824
After 12 yrs.	$65,462	$75,151	$55,803	$49,408

56.05 After the pay period beginning December 26, 2016, the annual salary and compensation for the positions listed below shall be as follows for all employees hired prior to January 1, 2009:

STEP	PATROLMAN	SERGEANT	LIEUTENANT	RADIO/TEL OPERATOR	ACO
A	$51,968	$59,659	$61,573	$44,300	$39,839
B	$53,786	$61,747	$63,726	$45,849	$41,134
C	$55,669	$63,907	$65,958	$47,456	$42,461
D	$57,616	$66,144	$68,268	$49,117	$43,849
E	$59,634	$68,460	$70,655	$50,835	$45,272
F	$61,721	$70,855	$73,129	$52,614	$46,765
G	$63,882	$73,336	$75,688	$54,454	$47,309
H	$66,117	$75,903	$78,338	$56,361	$49,903

56.06 After the pay period beginning December 26, 2016, the annual salary and compensation for the positions listed below shall be as follows for all employees hired on or after January 1, 2009:

STEP	PATROLMAN	SERGEANT	RADIO/TEL OPERATOR	ACO
Entry	$51,968	$59,659	$44,300	$39,839
After 1 yr.	$53,786	$61,747	$45,849	$41,134
After 4 yrs.	$55,669	$63,907	$47,456	$42,461
After 8 yrs.	$59,634	$68,460	$50,835	$45,272
After 12 yrs.	$66,117	$75,903	$56,361	$49,903

56.07 As of the pay period beginning June 26, 2017, the annual salary and compensation for the positions listed below shall be as follows for all employees hired prior to January 1, 2009:

STEP	PATROLMAN	SERGEANT	LIEUTENANT	RADIO/TEL OPERATOR	ACO
A	$52,488	$60,256	$62,188	$44,743	$40,238
B	$54,324	$62,364	$64,364	$46,307	$41,545
C	$56,225	$64,547	$66,617	$47,930	$42,886
D	$58,192	$66,805	$68,950	$49,608	$44,287
E	$60,231	$69,145	$71,362	$51,344	$45,725
F	$62,338	$71,564	$73,860	$53,140	$47,233
G	$64,520	$74,069	$76,445	$54,999	$48,792
H	$66,778	$76,662	$79,121	$56,925	$50,402

56.08 As of the pay period beginning June 26, 2017, the annual salary and compensation for the positions listed below shall be as follows for all employees hired on or after January 1, 2009:

STEP	PATROLMAN	SERGEANT	RADIO/TEL OPERATOR	ACO
Entry	$52,488	$60,256	$44,743	$40,238
After 1 yr.	$54,324	$62,364	$46,307	$41,545
After 4 yrs.	$56,225	$64,547	$47,930	$42,886
After 8 yrs.	$60,231	$69,145	$51,344	$45,725
After 12 yrs.	$66,778	$76,662	$56,925	$50,402

56.09 After the pay period beginning December 25, 2017, the annual salary and compensation for the positions listed below shall be as follows for all employees hired prior to January 1, 2009:

STEP	PATROLMAN	SERGEANT	LIEUTENANT	RADIO/TEL OPERATOR	ACO
A	$53,144	$61,009	$62,966	$45,302	$40,741
B	$55,003	$63,144	$65,168	$46,886	$42,064
C	$56,928	$65,353	$67,450	$48,530	$43,422
D	$58,920	$67,640	$69,812	$50,228	$44,841
E	$60,984	$70,009	$72,254	$51,986	$46,296
F	$63,117	$72,458	$74,783	$53,805	$47,823
G	$65,327	$74,995	$77,401	$55,686	$49,402
H	$67,613	$77,620	$80,110	$57,637	$51,032

56.10 After the pay period beginning December 25, 2017, the annual salary and compensation for the positions listed below shall be as follows for all employees hired on or after January 1, 2009:

STEP	PATROLMAN	SERGEANT	RADIO/TEL OPERATOR	ACO
Entry	$53,144	$61,009	$45,302	$40,741
After 1 yr.	$55,003	$63,144	$46,886	$42,064
After 4 yrs.	$56,928	$65,353	$48,530	$43,422
After 8 yrs.	$60,984	$70,009	$51,986	$46,296
After 12 yrs.	$67,613	$77,620	$57,637	$51,032

56.11 As of the pay period beginning June 25, 2018, the annual salary and compensation for the positions listed below shall be as follows for all employees hired prior to January 1, 2009:

STEP	PATROLMAN	SERGEANT	LIEUTENANT	RADIO/TEL OPERATOR	ACO
A	$53,808	$61,772	$63,753	$45,868	$41,250
B	$55,691	$63,933	$65,983	$47,472	$42,590
C	$57,640	$66,170	$68,293	$49,136	$43,964
D	$59,656	$68,486	$70,685	$50,856	$45,401
E	$61,746	$70,884	$73,157	$52,635	$46,875
F	$63,906	$73,364	$75,718	$54,477	$48,421
G	$66,143	$75,933	$78,368	$56,382	$50,020
H	$68,458	$78,590	$81,112	$58,357	$51,669

56.12 As of the pay period beginning June 25, 2018, the annual salary and compensation for the positions listed below shall be as follows for all employees hired on or after January 1, 2009:

STEP	PATROLMAN	SERGEANT	RADIO/TEL OPERATOR	ACO
Entry	$53,808	$61,772	$45,868	$41,250
After 1 yr.	$55,691	$63,933	$47,472	$42,590
After 4 yrs.	$57,640	$66,170	$49,136	$43,964
After 8 yrs.	$61,746	$70,884	$52,635	$46,875
After 12 yrs.	$68,458	$78,590	$58,357	$51,669

(a) Effective the first pay period for the 2013 payroll year, the Sergeants rank differential shall be 13.8%, as reflected in the above wage schedule.

(b) Effective the first pay period for the 2014 payroll year, the Sergeants rank differential shall be 14.8%, as reflected in the above wage schedule.

56.08 Step Advancement. For employees hired on or after January 1, 2009, the salary schedules shall consist of an entry rate, three (3) intermediate rates, and a maximum rate. The first step thereof shall be the minimum rate and shall be the hiring rate for the position. All employees shall progress through the salary steps as designated above unless advanced otherwise by the appointing authority.

56.09 Step Advancement. For employees hired prior to January 1, 2009, the salary schedules shall consist of an entry rate, six (6) intermediate rates, and a maximum rate. The first step thereof shall be the minimum rate and shall normally be the hiring rate for the position. All employees shall normally progress through the salary steps upon the completion of one (1) year of service in the assigned pay step unless advanced otherwise by the appointing authority.

56.10 Upon promotion to a higher position, an employee shall be assigned to the pay step which is closest to, but not lower than, the pay step which reflects a five percent (5%) wage increase.

56.11 In the event that an employee is determined to be uninsurable and prohibited from operating vehicles on behalf of the City pursuant to the Vehicle Operation Policy established by Ordinance 138-1988, such employee shall be assigned to a position in the classification series not requiring the ability to operate vehicles as a duty for the position, if such a position exists. Any employee so reassigned to a lower position shall be paid at the pay step for the position to which assigned which is closest to, but

not more than, the pay rate before the reassignment. Upon becoming insurable under the City's coverage, and in compliance with the Vehicle Operation Policy, such employee shall be reassigned to the pay step and the position classification previously held.

56.12 The annual compensation for each position so specified shall be payable biweekly.

BASE SALARY

ARTICLE 57

57.01 The base salaries for the positions covered by this Exhibit shall be calculated on the basis of two thousand eighty (2080) hours in pay status equaling the herein listed annual salaries.

PAYROLL YEAR, PAY PERIODS, & PAY DATES

ARTICLE 58

58.01 As used throughout this Agreement, the payroll year shall constitute all days of any pay period the pay date for which falls within the calendar year. The payroll year is the same as the tax year for reporting earned income on Form W-2 for the Internal Revenue Service. The payroll years covered in part, or in whole, by this Agreement are:

2015:	December 14, 2015 to December 25, 2016
2016:	December 26, 2016 to December 24, 2017
2017:	December 25, 2017 to December 23, 2018

58.02 For the purpose of paying salaries and other compensation to covered employees, the pay periods shall be the bi-weekly periods commencing on Monday, December 25, 1995 and continuing thereafter.

58.03 The pay date for salaries and compensation due covered employees, as established by this Agreement for each pay period, shall be the Friday next following the expiration of each bi-weekly pay period; provided however, when such Friday is a holiday, as set for in Article 30, the pay date shall be the day immediately preceding any such designated holiday.

58.04 Upon acceptance by all Maumee city employee bargaining units, Article 58 will be modified to reflect the direct deposit of employee payroll checks, with Monday designated as the pay date for salaries and compensation due to employees covered by this agreement. The City will give 30 days advance notice of the implementation of this provision.

INTERNAL REVENUE SERVICE SECTION 125

ARTICLE 59

59.01 Effective the first pay period following approval by the appropriate governmental agencies, the City will implement an I.R.S. Section 125 Plan to allow a pre-tax deduction of the employee's share of premiums paid for health insurance, dental insurance, or Ohio Municipal League accident insurance.

59.02 To participate in the Section 125 Plan, an employee must meet the conditions for eligibility of the insurance policy(ies); which provide the benefits, be responsible for paying all or part of the applicable premiums, and complete and file the necessary forms with the Department of Finance.

RETIREMENT PICK-UP

ARTICLE 60

60.01 As permitted by the Internal Revenue Service, the Public Employees Retirement System (PERS), and the Police and Fire Disability and Pension Fund (PFDPF), the Employer agrees to implement the "salary reduction" method for pension "pick-up". Such plan will take effect upon approval of the pension boards and appropriate governmental agencies.

60.02 The employee's gross pay will be reduced by the employee's contribution rate, which amount will be forwarded to PERS or PFDPF. Any other deductions will then be made from the reduced salary for that period. The reduced salary shall be the income reported on the employee's W-2 form, thus deferring taxes on the pension contribution and increasing the employee's take-home pay.

DRUG / ALCOHOL TESTING

ARTICLE 61

61.01 Drug/Alcohol screening/testing shall be conducted at times of pre-employment, annual physical, if given, for Detectives, Property Room Officer, employees assigned to any drug unit, or reasonable suspicion. Drug/Alcohol screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceeding. Under no circumstances may the results of drug/alcohol screening or testing be released except as authorized by the employee. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the test results.

61.02 All drug/alcohol screening tests shall be conducted by medical laboratories or persons licensed by the State of Ohio. The procedure utilized by the test lab or person shall include a chain of custody procedure and mass spectroscopy confirmation (drugs only) of any positive initial screening.

61.03 Drug screening tests shall be given to employees to detect the illegal use of a controlled substance as defined in Section 3719.02 and 4729.02 O.R.C. Dual specimens shall be taken and held by the laboratory. If the screening is positive, the employee shall be ordered to undergo a confirmatory test of blood by the gas chromatography-mass spectrophotometry method which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory licensed by the State of Ohio of the employee's choosing, at the employee's expense. This test shall be given the same evidentiary value as the two (2) previous tests.

61.04 Upon the findings of positive test results for illegal controlled substances by the chemical tests, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, the Employer shall have the right to disciplinary action. The Employer may require the employee to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, and personal days for the period of the detoxification program. If no such leave credits are available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrates the employee is no longer illegally using a controlled substance, the employee shall be returned to a comparable position. Such employee may be subject to periodic retesting at the discretion of the employer upon return to the comparable position. Any employee in the above mentioned rehabilitation or detoxification programs will not lose any seniority or insurance

benefits provided any applicable employee contribution for such insurance benefits has been prepaid through the Director of Finance for any medical leave of absence without pay for a period not to exceed ninety (90) days.

61.05 If the employee refuses to undergo rehabilitation or detoxification, fails to complete a program of rehabilitation, or tests positive at any time within two (2) years after the employee returns to work upon the completion of the program of rehabilitation, such employee shall be subject to disciplinary action up to and including termination of employment. Except as otherwise provided herein, costs of all drug/alcohol screening tests and confirmatory tests shall be borne by the Employer. For the purpose of this Article, "periodic" shall mean not more than six (6) times per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use.

61.06 No drug testing shall be conducted without the authorization of the Employer. If the Department Head orders, the employee shall submit to a toxicology/alcohol test in accordance with the procedure set forth herein. Refusal to submit to toxicology testing after being ordered to do so shall result in disciplinary action up to and including termination of employment.

61.07 The employee and the Union shall be given a copy of the laboratory report of both specimens before any discipline is imposed.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

ARTICLE 62

62.01 The Employer agrees to attempt to rehabilitate employees who are first time drug or alcohol abusers, only if reasonably practical. Employees will not normally be disciplined or discharged without first being offered the opportunity of receiving treatment for such abuse. If the employee fails to properly and fully participate in and complete a treatment program approved by the Employer or after the completion of such program the employee is still abusing or resumes abusing such substances, the employee shall be disciplined or discharged.

62.02 Employees may voluntarily utilize this program with or without referral. Such voluntary use shall not be the sole basis for adverse disciplinary action. Leaves of absence without pay may, at the Employer's discretion, be granted in coordination with the EAP where appropriate. All employee dealings with the EAP shall be strictly confidential.

62.03 This Article shall not operate to limit the Employer's right to discipline or discharge an employee for actions committed by the employee as a result of substance abuse or otherwise. Participation in the EAP shall not limit the Employer's right to impose such disciplinary (or discharge) actions. An employee's participation in the EAP does not operate to waive any other rights granted by this Agreement.

CONTRACT NEGOTIATIONS

ARTICLE 63

63.01 The Employer and the Union agree that not more than one (1) member of the Union bargaining committee shall be released on pay status to attend contract negotiations unless otherwise mutually agreed between the parties.

LEGISLATIVE APPROVAL

ARTICLE 64

64.01 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

DURATION OF AGREEMENT

ARTICLE 65

65.01 This Agreement represents the complete agreement on all matters subject to bargaining between the Employer and the Union and except as otherwise noted herein, shall become effective on the date of the execution of this Agreement and shall remain in full force and effect until midnight, December 31, 2018.

EXECUTION

ARTICLE 66

66.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 10th day of December, 2015

FOR THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL:

BY: Jackie A. Wegman

Theresa L Shamejfect

FOR THE CITY OF MAUMEE:

BY:

Amber Rathburn

Beth A. Tischler

APPENDIX A

Expenses associated with the following activities are totally chargeable:

(1) Gathering information in preparation for the negotiation of collective bargaining agreements.

(2) Gathering information from employees concerning collective bargaining positions.

(3) Negotiating collective bargaining agreements.

(4) Adjusting grievances pursuant to the provisions of collective bargaining agreements, as well as representing employees in proceedings under civil service laws or regulations.

(5) Administration of ballot procedures on the ratification of negotiated agreements.

(6) The public advertising of FOP/OLC positions on the negotiations of, or provisions in, collective bargaining agreements.

(7) Purchasing books, reports, and advance sheets used in:

   (A) Negotiating and administering collective bargaining agreements.

   (B) Processing grievances.

(8) Paying technicians in labor law, economics and other subjects for services used:

   (A) In negotiating and administering collective bargaining agreements.

   (B) In processing grievances.

(9) Organizing within the bargaining unit in which fair share fee payors are employed.

(10) Organizing other bargaining units.

(11) Seeking to gain representation rights in units not re presented by the FOP/OLC, including units where there is an existing designated representative.

(12) Defending the FOP/OLC against efforts by other unions or organizing committees to gain representation rights in units represented by the FOP/OLC.

(13) Proceedings regarding jurisdictional controversies under the constitution.

(14) Serving as exclusive representative in other bargaining units.

(15) Membership meetings and conventions held to determine the positions of employees on collective bargaining issues, contract administration, and other matters affecting wages, hours, and working conditions.

(16) Publishing newspapers and newsletters which concern collective bargaining issues, contract administration, and other matters affecting wages, hours, and working conditions.

(17) Impasse procedures, including fact-finding, mediation, and arbitration over provisions of collective bargaining agreements and the administration thereof.

(18) The prosecution of defense of litigation or charges to obtain ratification, interpretation, or enforcement of collective bargaining agreements.

Expenses associated with the following activities are chargeable in part depending upon whether they are related to the collective bargaining process, contract administration, or pursuing matters affecting the wages, hours, or working conditions of public employees.

(19) The public advertising of FOP/OLC position on subjects other than the negotiation of collective bargaining agreements.

(20) Purchasing books, reports, and advance sheets used in activities or for purposes other than negotiating collective bargaining agreements and processing grievances.

(21) Paying technicians in labor law, economics, and other subjects for services used in activities other than negotiating collective bargaining agreements and processing grievances.

(22) Lobbying for legislation or regulations or to effect changes in legislation or regulations before Congress, state legislatures, local legislative bodies, and federal, state, or local agencies.

(23) Supporting and paying affiliation fees to other labor organizations which do not negotiate the collective bargaining agreements governing the fair share fee payor's employment.

(24) Membership meetings and conventions held for purposes other than to determine the positions of employees on collective bargaining issues, contract grievance administration, or other matters affecting wages, hours, and working conditions.

(25) Publishing newspapers and newsletters which concern subjects other than the collective bargaining issues, contract administration, or other matters affecting wages, hours, and working conditions.

(26) Prosecution or defense of litigation or charges on matters other than the ratification, interpretation, or enforcement of collective bargaining agreements.

(27) Social and recreational activities.

(28) Payments for insurance, medical care, retirement, disability, death, and relative benefit plans for union employees, staff, and officers.

(29) Administrative activities and expenses allocable to FOP/OLC activities and expenses for which fair share fee payors are charged.

Expenses associated with the following activities are not chargeable.

(30) Training in voter registration, get-out-the-vote, and Political campaign techniques.

(31) Supporting and contributing to charitable organizations.

(32) Supporting and contributing to political organizations and candidates for public office.

(33) Supporting and contributing to ideological causes.

(34) Supporting and contributing to international affairs.

MEMORANDUM OF UNDERSTANDING
RE: OVERTIME CALL-OUT PROCEDURE

This Memorandum of Understanding is made this 4 day of Jan, 2016 by and between the Maumee Police Division and the FOP/OLC,Inc. This memorandum modifies and shall be considered a part of the parties January 11, 2016 through December 31, 2018 collective bargaining agreement and will remain in effect for the term of that agreement. The parties hereby agree to the following modification to their collective bargaining agreement.

Article 34 Section 34.09 (6) (A):

(1) Relief or part-time Dispatchers are to be called first, using equalization of total hours worked. per month.

Further, it is agreed by both parties the remainder of Article 34 shall remain the same and continuance of this modification beyond December 31, 2016 shall be negotiated by the parties.

APPROVED BY:

James McDonald

1-4-16
DATE

Jackie Wegman
Fraternal Order of Police Ohio Labor Council

1-4-2016
DATE