02-17-16
15-MED-09-0998
15-MED-09-0999
15-MED-09-1000
0182-03
K33222

AGREEMENT

BETWEEN

THE CITY OF MARTINS FERRY

AND

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.

LODGE NO. #78

Sergeants SERB # 03-REP-07-0117
Patrolmen SERB # 84-RC-04-0899

SERB Case Nos. 2015-MED- 09-0998/0999/1000
Effective:
January 15, 2016 through January 14, 2019

Table of Contents

Page

Article 1 Agreement 1
Article 2 Purpose 1
Article 3 Term 1
Article 4 Conflict of Law and Separability 1
Article 5 Recognition 1
Article 6 Non-Discrimination 2
Article 7 Management's Rights 2
Article 8 Lodge Business 3
Article 9 Grievance Procedure 5
Article 10 Wages 6
Article 11 Night Differential 7
Article 12 Court or Call-Out Time 7
Article 13 Meal Allowance 8
Article 14 Hours of Work And Overtime 8
Article 15 Discipline 10
Article 16 Holidays 12
Article 17 Vacation 12
Article 18 Sick Leave 13
Article 19 Bereavement Leave 15
Article 20 Personal Leave 16
Article 21 Insurance 17
Article 22 Uniform Allowance 18
Article 23 Bulletin Boards 19
Article 24 Labor Management Committee 19
Article 25 Layoffs and Restoration 19
Article 26 Ballot Box 20
Article 27 Safety 20
Article 28 Out of Classification Wage 21
Article 29 Service Connected Injury 21
Article 30 Prevailing Rights 21
Article 31 PFPDF "Pick-Up" Utilizing The Salary Reduction Method 22
Article 32 Drug Screening 22
Article 33 Seniority 24
Article 34 Longevity 24
Article 35 Physical Fitness 25
Article 36 Agreement 25

ARTICLE 1
AGREEMENT

SECTION 1.01. This Agreement is made and entered into by and between the City of Martins Ferry, Ohio, hereinafter referred to as the "CITY" or "EMPLOYER," and the Fraternal Order of Police, Ohio Labor Council, Inc., representing F.O.P. Lodge #78, hereinafter referred to as the "F.O.P."

ARTICLE 2
PURPOSE

SECTION 2.01. This Agreement is made for the purpose of promoting cooperation and continuous harmonious relations between the City, its employees and their representatives, and the F.O.P.

ARTICLE 3
TERM

SECTION 3.01. This Agreement shall be effective for the period of January 15, 2016, through January 14, 2019, and shall continue year to year thereafter unless written notice of a desire to modify or amend this Agreement is served by either party upon the other, and upon the State Employees Relations Board not less than sixty (60) days prior to this expiration date. Either party may reopen the agreement during the sixty (60) calendar day period prior to December 31, 2016, for the purpose of discussing Article 10, Wages; Article 14, Compensatory Time; and Article 21, Insurance, in accordance with ORC 4117.

ARTICLE 4
CONFLICT OF LAW AND SEPARABILITY

SECTION 4.01. Legal References. This Agreement is subject to all applicable and existing and future laws of the State of Ohio and the federal government. Should any part of the Agreement be invalid by operation of law existing or promulgated in the future or be declared invalid by any tribunal of competent jurisdiction, such invalidation shall not invalidate the remaining portions, and they shall remain in full force and effect. In such event, and upon written request by either party within ten (10) work days of the final determination by the tribunal, the parties to this Agreement shall meet at a mutually agreeable time in an attempt to modify the invalid provisions of this Agreement by good faith negotiations.

The parties agree that it is their intent to supersede all provisions of Chapter 124 of the Ohio Revised Code and the Rules of the Civil Service Commission where the subject matter is addressed herein.

ARTICLE 5
RECOGNITION

SECTION 5.01. Bargaining Rights. The Employer hereby recognizes the F.O.P. as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of

employment for all full-time police officers of the rank of Sergeant and Patrol Officers employed in the Police Department, excluding all part-time, seasonal, temporary and probationary employees. All the other employees of the Employer are excluded from the bargaining unit.

SECTION 5.02. Dues Deduction and Fair Share Fee. The Employer shall deduct regular monthly dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. The dues deductions shall be made from the second paycheck of each month. If the employee's pay for that pay period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next check, providing the employee will be working during the subsequent pay period. The monthly deductions made from the employees shall be forwarded to the F.O.P. Lodge #78, Martins Ferry.

SECTION 5.03. All employees covered by this agreement who have completed sixty (60) work days of employment with the Employer, and have not become Union members, shall pay a "fair share fee," not to exceed the Union's regular monthly dues as a condition of employment with the Employer.

SECTION 5.04. The Employer will supply to the Fraternal Order of Police, Ohio Labor Council, Inc. a list of all employees for whom deductions have been made and it will be transmitted along with the amount of deducted dues to the F.O.P. within fifteen (15) days from the date of the deductions.

SECTION 5.05. The Fraternal Order of Police, Ohio Labor Council, Inc. hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this article and shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE 6
NON-DISCRIMINATION

SECTION 6.01. Non-Discrimination. The parties hereto agree that neither the management nor the F.O.P. shall discriminate against an employee because of his membership or non-membership in the F.O.P. or his participation in activities herein prescribed.

SECTION 6.02. Cooperation. The City, the F.O.P., and each employee will cooperate fully to comply with all applicable laws, constitutional provisions or ordinances forbidding discrimination on account of race, color, religion, sex, military status, disability, genetic history, ancestry, or political affiliation.

ARTICLE 7
MANAGEMENT'S RIGHTS

SECTION 7.01. Management's Rights. Unless otherwise provided for by this agreement, the Management reserves and retains solely and exclusively all of its statutory and Common Law rights to manage the operation of the Martins Ferry Police Department. Such rights shall include, but are not necessarily limited to, the following:

A. To develop, alter or abolish policies, practices, procedures and rules to govern the operation of the Department of Police and bring about discipline.

B. To determine work assignments and establish, alter or eliminate work schedules, locations or functions in accordance with municipal or departmental needs; to direct, supervise, evaluate, or hire employees.

C. To recruit, select and determine the number, qualifications and characteristics of officers required.

D. To establish basic and in-service training programs and requirements for upgrading of officers and employees.

E. To take such measures as the City of Police Administration may determine to be necessary for the orderly and efficient operation of the Department of Police for the City.

F. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees.

G. To determine the adequacy of the work force.

H. To determine the overall mission of the Employer as a unit of government.

I. To effectively manage the work force.

J. To take actions to carry out the mission of the public employer as a governmental unit.

K. To determine the overall methods, process, means, or personnel by which governmental operations are to be conducted.

L. To the extent that the above rights are specifically limited by the provisions of the agreement, alleged violations are subject to the Grievance and Arbitration Procedures.

ARTICLE 8
LODGE BUSINESS

SECTION 8.01. **Grievance Representatives**. For the purpose of the grievance procedure, the F.O.P. shall be represented by the bargaining unit associate or alternate and the individual who files the grievance shall be referred to as the grievant.

In no event will the grievant hereunder receive overtime payment to engage in activities covered by this section, or otherwise to conduct F.O.P. business, but grievance hearings at Steps 1, 2, and 3 called for in Article 6 shall be scheduled for times convenient to the parties and where the grievant will be in attendance. Lodge business other than that listed in this agreement shall not be conducted by the grievant on City time nor shall it, in fact, interfere with the work assignment of any other City employee.

SECTION 8.02. Bargaining Unit Associate. The F.O.P. may appoint one (1) member to be designated the bargaining unit associate in each bargaining unit. The authorized function of the bargaining unit associate and an alternate to replace the bargaining unit associate when he is absent due to authorized leave in excess of five (5) working days, or where the grievance time limits are expiring, are the following:

A. Attendance at the Employee Relations Committee Meeting;

B. Posting of F.O.P. notices on the bulletin board;

C. Replacing a grievant who is absent or unavailable;

D. Acting as a liaison between the City and the F.O.P.

The bargaining unit associate shall be released not more than one (1) hour from his normal duty hours upon request to participate in meetings and discussions with regard to the aforementioned problem areas without loss of pay or benefits. In no event will the Bargaining Unit Associate receive overtime payment to conduct F.O.P. business or process grievances.

SECTION 8.03. Negotiators. The City shall approve the F.O.P. negotiating team's request for special assignment during the actual negotiation time. The City will approve up to three (3) members under this article. The F.O.P. is not limited to three (3) members but only three (3) members will be covered. The City is not obligated to pay any additional salaries, straight or overtime, because of this provision nor shall the City be held responsible for any violation of Article 28 entitled "Safety."

SECTION 8.04. Delegates. The F.O.P. consisting of the Sergeants and the Patrolmen will be authorized to an aggregate of ten (10) work days of paid leave per calendar year for employees to use at any time during the year to attend F.O.P. functions such as conventions, educational meetings or conferences.

The Chief of Police or the Safety Director may authorize additional days off when the time off will be beneficial to the Police Department and the City and the time off will not create a scheduling problem in the Department.

The F.O.P. may utilize the aforementioned provisions by having the appropriate bargaining unit associate notify the Chief of Police as soon as practicable upon learning of the need for such leave, but no less than seven (7) calendar days prior to the commencement of said leave, and provided no more than one (1) employee from any one shift is designated by the F.O.P. for said leave at any given time.

SECTION 8.05. Lodge Officers. Sufficient time off may be granted to any three (3) elected officers of the Lodge who are employees covered hereunder for the purpose of attending and conducting regular or special meetings of the Lodge, provided, however a forty-eight (48) hour notice is given to the Chief of Police and such release from duty is subject to the scheduling requirements in the interest of efficient operation of the Department.

ARTICLE 9
GRIEVANCE PROCEDURE

A grievance is a complaint which involves the meaning, interpretation or application of this agreement. There shall be earnest, honest efforts to settle disputes and controversies promptly. The procedure of this article shall serve as a means of settlement of all grievances.

SECTION 9.01. Chief of Police.

STEP #1. The aggrieved employee, or group of employees, or the Officer Coordinator if applicable, shall reduce their grievance to writing on forms supplied by the F.O.P. and present it to the Chief of Police.

The time limits for filing any written grievance shall be ten (10) calendar days from the date of the occurrence, or ten (10) days from the date the grievant was made aware of the occurrence.

After receipt of the grievance, the Chief will reply to the grievant, or Officer Coordinator if applicable, in writing within seven (7) calendar days.

SECTION 9.02. Safety Director.

STEP #2. If the grievance is not settled at Step #1, the grievant may appeal the grievance in writing to the Safety Director. Such appeal must be submitted within seven (7) calendar days after receipt of Step #1 reply. The Safety Director or his designated representative shall meet with the grievant within seven (7) calendar days from the grievance. The Safety Director shall reply to the grievant, or the Officer Coordinator if applicable, in writing within seven (7) days following the meeting.

SECTION 9.03. Mayor.

STEP #3. If the grievance is not resolved at Step #2, the grievant may appeal in writing to the Mayor. Such appeal must be submitted within seven (7) calendar days after receipt of the Step #2 reply. The Mayor shall meet with the grievant within seven (7) days from the date of the appeal to the Mayor. The Mayor shall reply to the grievance in writing five (5) calendar days after the meeting with the grievant. If a written notice of intent to file under the arbitration procedure in Step #4 is not received by the Mayor within seven (7) calendar days of receipt by the Fraternal Order of Police, Ohio Labor Council, Inc., of the Mayor's answer, or time mutually agreed extended by the parties of the Agreement, it shall be considered to be satisfactorily resolved.

SECTION 9.04. Arbitration.

STEP #4. Within seven (7) days after receipt of the appeal to arbitration, the parties shall attempt to select an arbitrator by mutual agreement. If an agreement is not reached, a joint request shall be made to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) arbitrators. Upon receipt of such names, the City and the F.O.P. shall alternately cross off one name until one remains, that person being selected as the arbitrator. The arbitrator shall

arrange a date for the hearing that is acceptable to both parties. Hearings shall be in accordance with the rules of F.M.C.S.

The arbitrator shall have no power to add to or subtract from, or change any provision of this agreement. The decision rendered by the arbitrator shall be binding on the F.O.P., the City, the grievant(s).

Each party hereto shall pay the expense incurred in the presentation of its own case, and the expense incident to the services of the arbitrator shall be shared equally by the City and by the Fraternal Order of Police, Ohio Labor Council, Inc.

The Fraternal Order of Police, Ohio Labor Council, Inc. shall make the determination of any appeal to proceed to arbitration.

The time limits imposed in this article may be extended at any step by mutual written consent of the parties in that step.

If the City fails to answer any grievance within the prescribed time limits the grievance shall be resolved in favor of the grievant, provided such resolution does not set a precedent on the issue in question and the supervisor has the authority to resolve the issue.

A grievant and appropriate witnesses shall be entitled to be present at any step of the grievance or arbitration procedure and shall not lose pay as a result of necessary attendance at a meeting during scheduled working hours. If more than one grievant is involved in any meeting, only one person shall be delegated as a spokesperson.

In the event any step of the grievance does not have the designated supervisor in the line of supervisory authority, the grievance may be submitted to the higher appropriate step.

The Fraternal Order of Police, Ohio Labor Council, Inc. shall have a representative present as a spokesperson if requested by the grievant of the Lodge, for any grievance or arbitration procedure.

ARTICLE 10
WAGES

SECTION 10.01. Members of the bargaining units shall be compensated as follows:

Patrolmen	**January 15, 2016** **0%**
Hourly	20.02
First Year Patrolmen (85% of Patrolmen)	
Hourly	17.04

Sergeants (15% above Patrolmen)	
Hourly	23.02

Whenever the Chief assigns an employee additional duties and responsibilities not normally performed in an individual's regular job assignments, the employee shall receive a payment of fifty cents ($.50) per hour for time spent performing such duties and responsibilities.

Said assignments shall be at the sole discretion of the Chief of Police.

ARTICLE 11
NIGHT DIFFERENTIAL

SECTION 11.01. A differential in pay will be accorded to employees who are assigned work on the midnight and afternoon shifts. The differential will be paid for each day worked on those shifts.

The differential shall be twenty-five cents ($.25) per hour for midnight shift, and twenty-five cents ($.25) per hour for afternoon shift.

SECTION 11.02. Employees assigned to relief other than one of the three regular shifts shall be entitled to night shift differential pay provided they work over one-half (1/2) of their work relief at times other than the day shift.

SECTION 11.03. Night differential is considered as regular pay for vacation, holiday, sick leave, bereavement leave or short-term military leave, only for those employees regularly assigned to a relief entitling then to night differential on a five-day a week basis.

ARTICLE 12
COURT OR CALL-OUT TIME

SECTION 12.01. Whenever it is necessary for an off-duty employee to appear either in Mayor's Court or any other official court or an administrative agency on matters pertaining to or arising from police business, or to appear at the Prosecutor's request for a pretrial conference or is called out to work for any reason, including attendance at Departmental Meetings by the Chief of Police, the off-duty employee shall receive a minimum of four (4) hour pay. Appearances that are the result of Union activities or SERB hearings that are connected with City business between the parties are excluded from this article.

SECTION 12.02. When the off-duty employee makes a court appearance as described above, the employee shall prepare an overtime record form and submit it to the Clerk of the Court of Appearance for approval. The form shall be filled out completely, and under "Remarks," the employee shall enter any additional details and the type of charge, i.e., speeding, D.U.I., etc., and the court's disposition, if available. For said call-out or court time the employee shall receive the overtime rate of one and one-half (1-1/2) times the normal rate of pay received by him.

SECTION 12.03. In the event that the City of Martins Ferry would employ part-time Police Officers for absences and/or extra work, all full-time Police Officers would be given the first right of refusal for overtime, by seniority up to a maximum known or pre-scheduled period of ten (10) days, after which part-time Police Officers may be used.

SECTION 12.04. If a Police Department member wishes to use compensatory time, a part-time officer may be used to fill the shift, without regard to the seniority call in.

ARTICLE 13
MEAL ALLOWANCE

SECTION 13.01. The Management will reimburse employees for one (1) meal for four (4) hours of work beyond their normal shift in one day. Reimbursement shall be at the rate of seven dollars and fifty cents ($7.50) per meal. Whenever practicable and while on duty, employees shall be given a thirty (30) minute lunch period.

ARTICLE 14
HOURS OF WORK AND OVERTIME

SECTION 14.01(A). Hours of Work – 5 Day Schedule

The workweek shall be forty (40) hours per seven (7) day workweek, consisting of regularly scheduled shifts of not more than eight (8) hours per day for five (5) consecutive days. The forty (40) hour workweek shall be based on five (5) days worked and two (2) days off. The payroll and workweek shall consist of seven (7) consecutive days beginning 12:01 a.m. Sunday and running to 12:00 p.m. Saturday.

SECTION 14.01(B). Hours of Work – 4 Day Schedule

If it is decided to utilize a 4 day – 10 hour schedule for convenience and efficiency, the workweek shall be based on four (4) consecutive days worked and three (3) days off and overtime for the additional two (2) hours will be waived. The forty (40) hour workweek shall be based on four (4) days worked and three (3) days off. The payroll and workweek consists of seven (7) consecutive days beginning at 12:01 a.m. Sunday and running to 12:00 p.m. Saturday.

SECTION 14.02(A). Workday – Eight (8) Hour Shifts

The normal workday shall be eight (8) hours in a twenty-four (24) hour period. To the greatest extent possible, the starting time of work shifts shall be consistent with the hours specified in Section 14.03.

SECTION 14.02(B). Workday – Ten (10) Hour Shifts

The normal workday shall be ten (10) hours of work in a twenty-four (24) hour period. To the greatest extent possible, the starting time of work shifts shall be consistent with the hours specified in Section 14.03.

SECTION 14.03(A). Shift Schedule – Five (5) Day Schedule

Shifts shall be identified in accordance with the following:

1) Night Shift (1st) includes all turns regularly scheduled to commence between 10:00 p.m. and 12:00 midnight, inclusive.

2) Day shift (2nd) includes all turns regularly scheduled to commence between 6:00 a.m. and 8:00 a.m., inclusive.

3) Afternoon shift (3rd) includes all turns regularly scheduled to commence between 2:00 p.m. and 4:00 p.m., inclusive.

SECTION 14.03(B). Shift Schedule – Four (4) Day Schedule

Shifts shall be identified in accordance with the following:

1) Night Shift (1st) includes all turns regularly scheduled to commence between 9:00 p.m. and 12:00 midnight, inclusive.

2) Day Shift (2nd) includes all turns regularly scheduled to commence between 6:00 a.m. and 8:00 a.m., inclusive.

3) Afternoon shift (3rd) includes all turns regularly scheduled to commence between 2:00 p.m. and 5:00 p.m., inclusive.

SECTION 14.04(A). Overtime Pay. An employee working in excess of their scheduled workday (eight (8) or ten (10) hours) in any day shall be compensated at the rate of one and one-half (1-1/2) times his base rate for all such excess time worked.

Overtime shall be calculated in 1/10 hour increments.

Any employee working in excess of forty (40) hours in any seven (7) day period in a workweek shall be compensated at the rate of one and one half (1-1/2) times his base rate for excess time worked.

Overtime payments shall not be duplicated for the same hours worked. Personal time and compensatory time taken will be considered as time worked. All time off shall not be counted as time worked in the calculation of overtime. If an employee is on sick or an excused leave-time, the City does not have to call him/her for overtime.

Any employee who works his normal scheduled day off shall be compensated at the rate of one and one-half (1-1/2) times his base rate of pay for the hours worked.

SECTION 14.04(B). Overtime/Compensatory Time. Compensatory time off in lieu of overtime pay shall be granted at the option of the employee. It shall be given on the basis of two (2) hours for each hour worked and may not be accumulated in excess of two hundred (200)

hours. Accumulation must be used by March 31 of the year succeeding that in which the compensatory time was granted or be then paid at the overtime rate prevailing for the employee when said time was granted. The employee shall make his/her request known with a seven (7) days notice and will be granted at the Chief's discretion according to Section 12.04.

SECTION 14.05. Voluntary Overtime. Overtime shall be voluntary and not required except in situations which are deemed an emergency by the Mayor. Once an overtime assignment is accepted, it shall be considered part of an employee's normal and regular work assignment, except that inability to work based on illness shall not require the employee to use sick leave.

SECTION 14.06. Special Events. Management will advertise for all special events, such as security duty, etc., for which the Department of Police has sufficient prior knowledge. The procedure for advertising shall be as follows:

> The date, time location and closing date for voluntary acceptance of overtime assignment will be posted for a period of not less than three (3) calendar days on departmental bulletin boards.

SECTION 14.07. Selection. Management shall rotate and equalize pre-scheduled overtime and special event opportunities among full-time uniformed police officers within the Department who normally perform the work that is being assigned for overtime. Overtime rosters shall be posted on appropriate bulletin boards in the police facilities and will include a list of overtime hours worked and refused, with overtime offered to the employees within the Department who, on the roster, have the fewest aggregate hours charged among those qualified to perform the work being assigned. Employees who do not personally refuse overtime when called out or who are not available to refuse or accept overtime shall not be charged with a refusal on the overtime roster.

An employee who is offered but refuses prescribed overtime assignments shall be charged on the roster with the amount of overtime refused. Where overtime is not offered prior to the end of the employee's regularly scheduled shift (whether or not worked) on the day prior to the overtime work opportunity, the employee shall not be charged for a refusal of the overtime opportunity. Prescribed overtime opportunities will be offered as far in advance as is practicable.

SECTION 14.08. Errors. Where there are errors in the distribution of overtime opportunities the Management, when so advised, will be given one opportunity to correct the error by granting to any employee whose rights were violated the next opportunity to overtime.

ARTICLE 15
DISCIPLINE

SECTION 15.01. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. The Employer may take disciplinary action for actions which occur while an employee is on duty, or which occur while an employee is working under the colors of the Employer, or in instances where the employee's conduct violates his oath of the office.

SECTION 15.02. Forms of disciplinary action are:

a. Written warning

b. Written reprimand

c. Suspension without pay. (At the option of the employee, accrued vacation, holiday time, or compensatory time may be forfeited equal to the length of the suspension.)

d. Reduction in position

e. Discharge

SECTION 15.03. No employee shall be reduced in pay or position, suspended, removed or discharged except for just cause.

SECTION 15.04. Except in extreme instances wherein the employee is found guilty of gross conduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

SECTION 15.05. Anonymous complaints or complaints with no corroborative evidence shall not be cause for discipline action or investigation.

SECTION 15.06. Whenever the Employer determines that the employee may be disciplined for just cause that could result in a suspension, reduction or termination, a disciplinary hearing will be scheduled with the Safety Director to give the employee an opportunity to offer an explanation of the employee's alleged misconduct. Prior to hearing, the employee will receive written specifications of the charges. At the hearing, the employee representative shall be allowed to call witnesses and present material for their defense. The representative shall have the opportunity to confront and cross-examine their accuser(s).

SECTION 15.07. The Employer will notify the affected bargaining unit member within five (5) working days of any decision reached as a result of the departmental disciplinary hearing.

SECTION 15.08. Appealed disciplinary actions must be filed within ten (10) working days of the decision in 15.07. The employee may appeal the decision by either filing for a review under 15.09 or Article 9, Grievance Procedure.

SECTION 15.09. A bargaining unit member who is charged, or his representative, may make a written request for a continuance. Such request will be granted where practical. The length of such continuance shall be mutually agreed upon.

SECTION 15.10. Unless mutually agreed upon by management and the employee, no polygraph shall be given for disciplinary purposes.

ARTICLE 16
HOLIDAYS

SECTION 16.01. Designated Holidays

New Years Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Eve-midnight & afternoon only
Independence Day	Christmas Day
Labor Day	New Years Eve-midnight & afternoon only

In addition to the regular holiday pay of eight (8) hours, employees shall be paid one and one-half (1 1/2) times their regular hourly rate of pay for the first eight (8) hours actually worked on a holiday. Employees who work more than eight (8) continuous hours on a holiday shall be compensated at the rate of two and one-half (2 1/2) times the regular rate of pay for each hour worked in excess of eight (8) hours. In order to qualify for holiday pay, employees must work the last scheduled day prior to and the first scheduled day following a holiday or be in an excused absence status for those periods of time.

SECTION 16.02. All employees observing a legal holiday must be on the payroll for a period of sixty (60) days prior to a holiday to be eligible for holiday pay.

SECTION 16.03. All paid holiday hours shall be counted as hours worked for the purpose of computing overtime pay.

SECTION 16.04. If any of the holidays fall on an employee's regularly scheduled day of rest, the next succeeding regularly scheduled working day for the employee shall be considered the holiday with respect to the employee and he shall be entitled to all of the benefits of this section with respect to such holiday on the next succeeding regularly scheduled working day.

SECTION 16.05. Employees in continuous operations who are assigned to duty and actually working on the afternoon and midnight shift on December 24 and December 31 shall be paid one and one-half (1 1/2) times their regular rate of pay for all hours worked in addition to their regular pay.

Other employees who are required to work overtime on the aforementioned dates shall receive compensation at two and one-half (2 1/2) times their regular rate of pay for all overtime hours worked.

ARTICLE 17
VACATION

SECTION 17.01. Vacation Leave. The City shall grant permanent employees annual vacation leave with pay. Length of vacation shall be as follows:

Years Of Continuous Service	Length Of Vacation
1 but less than 5	80 hours
5 but less than 10	120 hours
10 but less than 15	160 hours
15 but less than 20	200 hours
20 years or more	240 hours

SECTION 17.02. Scheduling and Guarantee. No later than December 15th of the year prior to the vacation year, the Chief of Police shall call for a voluntary departmental meeting, after having given two (2) weeks notice, for the purpose of selection of vacation leave dates for the next year by the bargaining unit members. Employees wishing to guarantee their vacation leave shall attend and select vacation in the following manner.

> Allowing for the principle of the scheduling needs of the department, the Chief of Police shall accept each employee's request of vacation leave dates, proceeding on the basis of seniority in the employee's classification.
>
> Vacations shall be drawn in blocks of time of not less than five (5) consecutive days and only one block at a time. Vacations shall be taken per work week. These choices will continue to rotate by seniority until all requested vacation leave has been drawn. Upon approval of the Chief, one week of vacation may be taken one day at a time.

An employee shall be granted his vacation leave dates once granted by the Chief of Police and ten (10) calendar days have lapsed subsequent to the selection cutoff date, that being December 31, of each year. Said dates shall not be changed unless by mutual agreement by both parties. Emergency situations as determined by the Chief of Police are exempt under the intent of this section. If due to an emergency vacation leave is denied and employee, such days may be re-scheduled during the vacation year. In the event the vacation cannot be scheduled during the vacation year, said un-rescheduled days may be carried over to the following year, or the employee may request payment for the vacation days that were denied and upon approval of the Chief of Police payment shall be made in the first pay period in December.

SECTION 17.03. Non-Pre-Scheduled Vacation Leave. Employees requesting vacation leave other than as provided for in the afore stated paragraph of this article, whether in person or in writing, must make such a request no less than forty-eight (48) hours in advance of the desired date(s) of vacation leave, unless such request is otherwise approved by the Chief of Police or the Safety Director. Vacation leave date(s) selected pursuant to this section shall be approved or disapproved at the sole discretion of the Chief of Police and/or Safety Director, and shall not be guaranteed as those provided for and selected pursuant to the aforementioned paragraph.

ARTICLE 18
SICK LEAVE

SECTION 18.01. Sick Leave. Sick leave shall be granted to each employee, with at least one year of service, at the rate of 4.6 hours for each eighty (80) hours of pay, and such accumulation

shall be unlimited. Any employee with less than one (1) year's service shall have his leave prorated from the date of hire at the rate of one and one quarter (1.25) days per month.

SECTION 18.02. Retirement. Employees with ten (10) or more continuous years of service with the City shall be entitled to receive, upon retirement, or death payment for unused sick leave in the following manner:

Unused Sick Leave	Number of days to be paid
Less than 120 days	50 percent (50%)
120 days to 199 days	60 days
200 days to 249 days	62 days
250 days to 299 days	65 days
300 days and over	75 days

Such payment upon retirement or death shall be made at the normal rate in effect at the time.

SECTION 18.03. Accrual. Employees accruing sick leave during leaves for any purpose shall not be paid such accruals during sick leaves. Sick leave shall not accrue during periods of any leave or suspension without pay.

SECTION 18.04. Granting of Sick Leave; Layoff Payment. An employee eligible for sick leave may be granted such leave with full normal pay when absent for the following reasons:

1. Personal illness, physical incapacity, or pregnancy-related conditions.

2. Illness of the employee's immediate family.

3. Exposure of the employee to a contagious disease which could be communicated to and jeopardize the health of other employees.

4. Illness, physical, incapacity, pregnancy-related condition of members of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or the affected family member

5. An employee on layoff status shall be entitled to receive fifty percent (50%) of his accumulated sick leave up to a maximum of sixty days. No claim for payment may be made until at least six (6) months has passed from the initial date of layoff. If an employee elects payment of sick leave under this provision and is subsequently recalled to work, he will begin sick leave accumulation at zero.

SECTION 18.05. Employee's Responsibility. At least two (2) hours before the starting time of his/her shift whenever possible, an employee desiring sick leave shall inform his immediate supervisor, in accordance with departmental policy, except in the case of provable inability to make a telephone call, and provided further that the call shall be made as soon as possible thereafter. For an absence of three (3) days or more, the employee is required to provide a doctor slip or a prescription received, if medical treatment was provided or a prescription obtained.

SECTION 18.06. Fraction of a Day. Absence chargeable to sick leave for a fraction of a day shall be charged proportionately in amounts not less than one-half (1/2) of an hour.

SECTION 18.07. Reinstatement Credit. Upon reinstatement, a laid off employee shall have any accumulated and unused sick leave existing at the time of layoff placed to his credit, subject to the provisions of 18.04 of this article.

SECTION 18.08. Immediate Family. For the purpose of sick leave an employee's "family" shall be defined as an employee's spouse, parents, children, spouse's children, stepchildren, grandparents, siblings, grandchildren, mother-in-law, father-in-law, or a legal guardian, or other persons who stand in place of a parent and either reside with or are the direct responsibility of the employee.

SECTION 18.09. Improper Use of Sick Leave. Falsification of information on the sick leave form or abuse of sick leave is reason for disciplinary action up to and including termination.

SECTION 18.10. Medical Disability. An employee shall receive, upon medical disability (job-related), fifty per cent (50%) of their accumulated sick leave to a maximum of sixty (60) days. Payment shall be equal to the present rate of pay at the time of disability.

SECTION 18.11. Attendance Bonus. Patrol Officers shall earn sick leave bonus pay for each calendar year worked, according to the following schedule:

0 days absent...	$ 400.00
1-2 days absent	$ 300.00
3-4 days absent	$ 200.00
5 days absent...	$ 100.00

The attendance year will run from December 1 through November 30.

The above-referenced amounts may be prorated based on time actually worked.

The program will be in effect for one (1) year, after which an evaluation will be made regarding the attendance period. Attendance bonus will be paid by separate check the pay period in December prior to Christmas.

ARTICLE 19
BEREAVEMENT LEAVE

SECTION 19.01. Funeral Leave. An employee shall be granted a leave in the event of the death of any member of the employee's immediate family. The immediate family is defined as the employee's spouse, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepchild, grandmother, grandfather, and grandchild.

An employee, upon request, will be excused for up to three (3) consecutive scheduled days, which include the day of the funeral, but not beyond the date of the funeral (or for such fewer days that the employee may request). For the death of all other family, including the employee's

and/or the spouse's aunt/uncle, the employee day of leave shall coincide with the day of the funeral.

The employee shall receive pay of eight (8) times his regular hourly rate for each day. For funerals outside the Ohio Valley Area, the employee must provide a signed form adopted by the City that establishes that he attended the funeral and return same to the Chief or his designate.

Time paid for funeral leave will not be counted as hours worked for the purposes of determining overtime or premium pay liability.

SECTION 19.02. Extended Bereavement Leave. Upon approval of the Chief of Police, three (3) days of bereavement leave may be charged to sick leave if the employee has unused sick leave. Additional time taken shall be without pay.

ARTICLE 20
PERSONAL LEAVE

SECTION 20.01. Personal Days. Each employee shall be granted up to five (5) days of leave without loss of pay provided the employee gives three (3) calendar days notice to the Chief of Police prior to using personal days; except during an emergency situation, the Chief of Police may waive the required three (3) day notice.

Newly hired employees shall be granted personal leave days prorated based on the time of the year in which they are hired.

Those hired on or before March 31 shall be granted five (5) personal days.

Those hired on or after April 1, but before July 1, shall be granted three (3) days.

Those hired on or after July 1, and before September 1, shall be granted two (2) days personal leave.

Those hired after September 1 shall not be granted personal leave until the next year.

SECTION 20.02. Personal Day Bonus. Patrol Officers may opt to cash in days not used in the following manner:

Any personal days not used at year's end shall be paid to the employee at the employee's regular hourly rate. Payable on the first (1st) pay period in January each year, by separate check.

SECTION 20.03. Special Leave. Leave without pay may be granted, upon the approval of the Chief of Police and the Safety Director, for personal reasons, such as illness or disability and the employee has exhausted sick leave. Leave granted under this policy shall not exceed thirty (30) days but may be renewed upon written request and approval by the Chief and Safety Director.

ARTICLE 21
INSURANCE

SECTION 21.01. Life Insurance Premium. The City shall provide, at no cost to the employees, life insurance as follows:

Thirty Thousand Dollars ($ 30,000.00)

The policy shall include provisions for accidental death and dismemberment.

SECTION 21.02. False Arrest Insurance. The City shall obtain and maintain in full force and effect and pay for a false arrest policy of liability insurance with one million dollars ($1,000,000.00) or higher policy limits, or maintain in force the current said policy, whichever is more inclusive. Said policy shall also insure against liability for unlawful entry, police brutality, and use of force, invasion of privacy and use of weapon as a police officer while on or off duty, if available. Said policy shall insure all employees.

SECTION 21.03. Hospitalization. The Employer shall provide single and family hospitalization, prescription, and vision coverage for full-time employees. The Employer shall pay ninety percent (90%) of the monthly cost of the hospitalization and prescription benefits for each employee who enrolls in the plan. Each employee shall pay the remaining ten percent (10%) of the monthly cost through payroll deduction. The Employer shall enroll in an IRS Section 125 Plan.

SECTION 21.03 (a). In the event of a layoff, all full-time employees with at least one (1) year of seniority shall receive hospitalization benefits described above for a period of six (6) months.

SECTION 21.03 (b). Waiver of Coverage. Employees may, at their option and with proof of alternative insurance coverage, elect to waive the hospitalization coverage provided by the City. Employees electing this option shall receive a two hundred and fifty dollar ($250.00) cash payment for each month the employee elects to waive the insurance coverage.

Should the employee lose the alternative coverage for any reason, he/she shall be immediately enrolled in the Employer's health care plan. Employees who maintain alternative coverage who wish to voluntarily re-enroll in the City's Health Plan may do so with thirty (30) days written notice to the Employer. These employees shall be covered under the Employer-provided health plan commencing thirty (30) calendar days following the employee's notice to the Employer.

SECTION 21.04. Dental Insurance. The City shall obtain and maintain in full force and effect and pay for Dental Level 2 at twenty-six dollars ($26.00) per month, per employee, or a comparable similar plan for each employee and his/her family.

SECTION 21.05. Punitive Damages. The City shall obtain and maintain in full force and effect and pay for a policy of insurance for the employees indemnifying them against liability for punitive damages, and if no such policy is provided, the City shall indemnify the employees against said liability, all to the limit of five thousand dollars ($5,000.00) per incident.

SECTION 21.06. If it becomes necessary to change carriers and such change would effect the benefits under the existing plans, the City agrees to meet with the FOP/OLC prior to implementing the change in order to negotiate the effect of the proposed change. If such coverage is available, the employer will agree to increase the coverage up to one million dollars ($1,000,000,000).

SECTION 21.07. Health Care Committee. The parties agree to establish a Health Care Committee (HCC) made up of three (3) representatives from AFSCME, two (2) representatives from the FOP, two (2) members from the City's other labor union, and an equal number of members from management. Beginning on or about December 1, 2007, the HCC shall meet on a quarterly basis and be charged with monitoring and evaluating the health insurance coverage provided to bargaining unit and non-bargaining unit employees of the City. The HCC will be chaired by the Mayor of the City or his/her designee.

To carry out its tasks, the HCC will meet as needed with third party administrators, insurance brokers, and others to carry out its charge to investigate and make recommendations relating to health insurance providers, costs, coverage and plan options, with a particular focus on feasible cost-containment and cost-reduction strategies.

Recommendations of the HCC will be formally submitted to City Council on an as-needed basis for its review and consideration. The HCC will make a good faith effort to maintain current levels and costs of coverage to employees and the City, or in the alternative, contain future costs to the extent practicable.

ARTICLE 22
UNIFORM ALLOWANCE

SECTION 22.01. Management shall provide all newly sworn full-time members of the Martins Ferry Police Department a uniform allowance of seven hundred dollars ($700.00). Should any probationary employee leave employment for any reason prior to completion of one (1) year of service, a refund of their uniform allowance, based on a monthly pro-rata basis ($58.33 per month), shall be deducted from their last paycheck. Any employee having completed one (1) year of service shall receive a clothing allowance on a prorated basis of seventy-five dollars ($75.00) per month for all months remaining in the year said employee completes their probationary period. Those who have completed not less than one (1) year of continuous service shall receive a clothing allowance for the maintenance of Police uniforms and equipment in the sum of six hundred dollars ($600.00) per year, payable in two (2) payments: one (1) at the end of March and one (1) at the end of September, by separate check.

Effective January 1, 2016, the uniform allowance shall be increased to nine hundred dollars ($900.00) per year. Accounts will be established at Red Diamond Uniforms in Youngstown, Ohio, and Uniforms Unlimited in Wheeling, West Virginia.

SECTION 22.02. At the employee's discretion, the Employer will purchase bullet resistant vests, mid range level ($600.00 to $800.00), such vests shall be replaced according to the manufacturer's recommendations and worn and issued in accordance with the departmental policy.

SECTION 22.03. The Employer shall furnish to each bargaining unit member a duty weapon, magazines, holster and magazine holders mutually agreed to by the bargaining units and the Employer, during the first (1st) year of this Agreement.

Members of the bargaining units shall be required to carry issued weapon on duty and maintain them in a clean and safe operating condition.

At the time of a bargaining unit member's service retirement and commencement of their Ohio Police and Fire Pension, said employee may purchase their issued duty weapon from the City of Martins Ferry for one dollar ($1.00)

SECTION 22.04. Members of the bargaining units shall be required to qualify with their issued duty weapon on an annual basis. Ammunition used in that qualification shall be the same ammunition that members carried on duty. After qualification, new duty ammunition shall be issued to each bargaining unit member.

In addition to the issuance of duty ammunition, the City shall make available three (3) boxes (50 rounds each) of target ammunition for training purposes throughout each calendar year.

ARTICLE 23
BULLETIN BOARDS

SECTION 23.01. Bulletin boards as are presently provided, and as may be installed in the future by the City, may be used by the Lodge for posting notices of the following types:

(1) Recreational and social events
(2) Elections and election results
(3) General membership meetings and other related business meetings; and
(4) General Lodge business of interest to employees

ARTICLE 24
LABOR MANAGEMENT COMMITTEE

SECTION 24.01. In the interest of sound industrial relations, a joint committee, consisting of the Safety Committee of City Council, Police Chief, the Safety Director, the Mayor and Lodge Representatives shall convene once every three (3) months for the purpose of discussing subjects of mutual concern. It shall be the express purpose of this Committee to build and maintain a climate of mutual understanding and respect in the solution of common problems.

ARTICLE 25
LAYOFFS AND RESTORATION

SECTION 25.01. When it becomes necessary, in the Martins Ferry Police Department, through lack of work, funds, causes other than disciplinary reasons, and for reasons listed in ORC 124.34 to reduce the force in said Department, the youngest employee(s) in point of service shall be the first to be laid off.

SECTION 25.02. In the event that a position in the Martins Ferry Police Department, above the rank of patrolman, is abolished and the incumbent of such position has been permanently appointed thereto, he shall be reduced to the next lower rank in such department, and the youngest officer in point of service in the next lower rank shall be reduced to the next lower rank and on down until the youngest officer in point of service has been reached, who will be laid off.

SECTION 25.03. The names of the individuals holding permanent positions in the class-service who have been laid off under the provisions of this section shall be placed by the Commission on the appropriate "Layoff List" in order of their original appointment, and for a period not to exceed three (3) years, and shall be certified to all appointing authorities as in the case of original appointments. Whenever discontinued positions are re-established or other cause for layoff is terminated and a request is made for certification for eligible former employees of the department who have been laid off and whose names appear on the "Layoff List," shall be the first to receive appointments.

SECTION 25.04. In the event that a position in the Martins Ferry Police Department, once abolished and made unnecessary, be found necessary to re-established within three (3) years from the date of the abolishment, or should a vacancy occur through death, resignation or any other cause within three (3) years of the date of the abolishment of such position or layoff, the oldest patrolman employee in point of service of those laid off shall be entitled to the position, provided he was, at the date of his separation, a regular and permanent employee holding a rank at least equal to or above that which had been abolished or found unnecessary.

SECTION 25.05. The City agrees that prior to any layoffs they will first canvass all employees of the department to determine if any employees desire to request a voluntary leave of absence for the period of layoff.

SECTION 25.06. There shall be a recall one day each year for all officers laid off, to maintain their police certification. This recall will not have any effect on seniority or fringe benefits.

ARTICLE 26
BALLOT BOX

SECTION 26.01. The City agrees to permit the Lodge to place a ballot box and/or a suggestion box in one strategic location within the police department.

ARTICLE 27
SAFETY

SECTION 27.01. There shall be scheduled a minimum of three (3) departmental personnel working per shift, consisting of one (1) desk person (dispatcher), whether police officer or civilian, and two (2) full-time police officers available for outside duty. Less than this minimum shall constitute an emergency, as defined in Article 14 Section 14.05, and if voluntary filling of vacant hours cannot be obtained, the least senior member of the previous working shift shall be ordered held over for half a shift and the least senior member of the following shift shall be ordered in to cover half of the preceding shift.

SECTION 27.02. In the event a desk person (dispatcher) fails to report to work, and after unsuccessful attempts to get a replacement a road officer will be required to perform desk duties on the shift he is assigned as a road officer. Less than a minimum of three (3) personnel shall constitute an emergency as defined in Article 14 Section 14.05 and if voluntary filling of vacant hours cannot be obtained, the least senior members of the previous working shift shall be ordered held over for half a shift and the least senior member of the following shift shall be ordered in to cover half of the preceding shift.

ARTICLE 28
OUT OF CLASSIFICATION WAGE

SECTION 28.01. When a member of the bargaining unit is assigned by the Chief to work out of his/her classification, said employee shall be paid at the hourly rate of pay in the assigned classification he/she temporarily fills, or his/her own rate of pay, whichever is greater. Police Officers designated as OIC or watch commander shall be paid fifty percent (50%) of the difference between the two (2) hourly rates of pay.

ARTICLE 29
SERVICE CONNECTED INJURY

SECTION 29.01. In the event of a service connected injury which in the active discharge of duty, and for which the employee shall be entitled (and approved) by the Worker's Compensation Bureau, the employee shall receive his full pay for a period of ninety (90) work days. This provision shall take effect upon proof of application to Workman Compensation Board.

SECTION 29.02. The employee must submit a report of the injury at the earliest possible time. The report shall indicate the time and place of the injury, how the injury occurred, list of witnesses, individuals involved, if any, and physicians and hospitals that treat the injuries.

SECTION 29.03. In order to be eligible for service-connected disability benefits under this article, the employee must apply for weekly compensation benefits from the B.W.C. During this time, any payments in the form of benefits shall be paid to the City.

SECTION 29.04. Any time the employee is required to be absent from duty under this article the first ninety (90) days shall not be charged to sick leave.

SECTION 29.05. An employee required to stop work under this article, shall be paid for the whole work day.

SECTION 29.06. If the claim is not approved by Workman's Comp., time accumulated in Section 29.01 shall be paid from accumulated sick leave.

ARTICLE 30
PREVAILING RIGHTS

SECTION 30.01. The City agrees not to diminish any clearly established benefits currently in effect and regularly provided to the employees at the time of the signing of this agreement. Such

benefits shall remain in force for the life of this agreement. Nothing in this clause shall be construed to limit Management's Rights as outlined in Article 7 of this contract, or specific articles of the negotiated Agreement.

SECTION 30.02. There shall be no modification of this Agreement unless such modification has been reduced to writing and ratified and accepted in the same manner as the original execution of this Agreement. Should any agreement, provision, or other part of this Agreement become subject to legitimate difference due to error, differing intent, or a change in a provision, the parties may meet to resolve the difference, and if resolved, any change or modification or interpretation shall be reduced to writing, and ratified and accepted by the parties in the same manner as the original execution of this document. If any proposed provision is not agreed upon, then it will be subject to the Grievance Procedure contained in Article 9.

Any modification once ratified and accepted shall become a part of this Agreement and shall be effective throughout the remaining term of the Agreement unless further modified in accordance with this provision. Nothing in this clause shall be construed to limit Management's Rights as outlined in Article 7 of this Agreement.

ARTICLE 31
PFPDF "PICK-UP" UTILIZING THE SALARY REDUCTION METHOD

SECTION 31.01. The City of Martins Ferry agrees to pick up (collect and pay) contributions to the Police and Fire Pension & Disability Fund (PFPDF), on behalf of the employees in the bargaining units utilizing the salary reduction method under the following terms and conditions:

1. The amount to be "picked up" on behalf of each employee shall be one hundred percent (100%) of the employee's contribution. The employee's annual compensation shall be reduced at no cost to the City for federal, state, and local tax purposes only by an amount equal to the amount picked up and paid by the City. The City and FOP specifically agree that the City is under no obligation to pay from City funds the employee's portion of the mandated statutory contributions.

2. The pick-up percentage shall apply uniformly to all members of the bargaining unit.

3. No employee covered by this provision shall have the option to elect a wage increase or other benefits in lieu of the Employer pick-up.

ARTICLE 32
DRUG SCREENING

SECTION 32.01. Drug screening or testing shall be conducted at the time of the pre-employment physical, upon probable cause and at random times in compliance with the State of Ohio's Drug Free Workplace Program as adopted and passed by the City of Martins Ferry in their employee handbook. This 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 the drug screening or testing be released to a third party for use in criminal prosecution against the affected employee. The following procedures shall not preclude the Employer from other administrative action, but such actions shall not be based solely upon the test results.

SECTION 32.02. All drug screening tests shall be conducted by medical laboratories licensed by the State of Ohio and accredited by the College of American Pathologists. The procedures utilized by the testing lab shall correspond to accepted medical practice. Any positive result shall be confirmed by a mass spectroscopy procedure.

SECTION 32.03.

A. Drug screening tests shall be given to employees to detect the illegal use of controlled substances as defined in Section 3719.01 of the Ohio Revised Code. If the screening is positive, the employee shall be ordered to undergo a confirmatory test that shall be administered by a medical laboratory licensed by the State of Ohio and accredited by the College of American Pathologists. The employee may have a second confirmatory test done at a lab of his choosing, at his expense. This test shall be given the same evidentiary weight as the previous tests.

B. For the first offense only, if all the screening and confirmatory tests are positive, the City shall require the employee to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel. The cost of the program will be covered by the employee's health insurance plan.

C. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, or personal days for the period of the rehabilitation. If no such leave credit is available, such employee shall be placed on medical leave of absence without pay for the period of the rehabilitation leave.

D. Upon completion of the program and retest that demonstrates that the employee is no longer illegally using a controlled substance, the employee shall be returned to his position. Such employee may be subject to periodic re-testing upon return to his position for a period of two (2) years from the date of his return.

E. Any employee in the above-mentioned rehabilitation program will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.

F. If the employee refuses to undergo rehabilitation or detoxification, or he fails to complete a program of rehabilitation, or if he should test positive at any time within two (2) years after his return to work upon completion of the rehabilitation program, such employee shall be subject to disciplinary action including removal from the police force.

G. Except as otherwise provided herein, the cost of all drug screening shall be borne by the City.

H. For the purpose of this article "periodic" shall mean not more than one time per year, except that a drug test may be performed at any time upon "probable cause" of drug use. An employee may be tested more frequently during the two (2) year period after his return from a rehabilitation program.

SECTION 32.04. For purpose of implementing the provisions of this article, each bargaining unit member shall execute medical releases in order for the City to obtain the results of the drug screening provided for in this article. The release referred to in this section shall authorize only the release examination results pertaining to the drug screening test.

ARTICLE 33
SENIORITY

SECTION 33.01. Seniority as a member of the Police Division shall be determined by continuous service in the Division of Police calculated from the employee's date of appointment as a Patrolman. If two (2) or more employees have the same date of appointment, the employee ranked highest on the Civil Service eligibility list shall be the senior. Continuous service shall only be broken by resignation, discharge or retirement.

SECTION 33.02. Seniority in rank shall be determined by date of appointment to each specific rank. If two (2) or more employees have the same date of appointment, the employee ranking higher on the Civil Service examination shall be the senior. Seniority in rank shall only be broken by reduction in rank for disciplinary reasons, resignation, discharge or retirement. An employee reduced in rank for any other reason shall be considered senior in that rank and seniority shall continue to run in the employee's former rank.

SECTION 33.03. **Service**. An employee who has worked with another City, County, political sub-division, or the City of Martins Ferry, may carryover his/her time and such time shall be credited to the employee's service for accrued but unused sick leave, limited to fifty percent (50%) of the former balance.

ARTICLE 34
LONGEVITY

SECTION 34.01. Longevity shall be paid to members of the bargaining units at the following rate:

6th year	$.12 per hour	16th year	$.22. per hour	26th year	$.32 per hour
7th year	$.13 per hour	17th year	$.23 per hour	27th year	$.33 per hour
8th year	$.14 per hour	18th year	$.24 per hour	28th year	$.34 per hour
9th year	$.15 per hour	19th year	$.25 per hour	29th year	$.35 per hour
10th year	$.16 per hour	20th year	$.26 per hour	30th year	$.36 per hour
11th year	$.17 per hour	21st year	$.27 per hour	31st year	$.37 per hour
12th year	$.18 per hour	22nd year	$.28 per hour	32nd year	$.38 per hour
13th year	$.19 per hour	23rd year	$.29 per hour	33rd year	$.39 per hour
14th year	$.20 per hour	24th year	$.30 per hour	34th year	$.40 per hour
15th year	$.21 per hour	25th year	$.31 per hour	35th year	$.41 per hour

ARTICLE 35
PHYSICAL FITNESS

SECTION 35.01. In an effort to promote physical fitness among the members of the bargaining units, the Employer agrees to reimburse fifty percent (50%) of the annual membership in a health club or facility, up to a maximum of three hundred dollars ($300.00) annually.

ARTICLE 36
AGREEMENT

In witness whereof, the parties have caused this Agreement to be executed and signed by their respective designated representatives.

For the City of Martins Ferry

Mayor

Service Director

Auditor

Chief of Police

Date 2-2-16

For the FOP, Ohio Labor Council and Lodge #78

Chuck Aliff, Staff Representative
FOP/OLC

Sergeant Robert Walton

Sergeant Jerry Murphy

Patrolman John Holmes

Date 2/2/16