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AGREEMENT

BETWEEN

THE CITY OF WASHINGTON

AND

THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL INC.

SERB CASE NUMBER

2015-MED-12-1276
Patrol Officers

Effective

March 1, 2016 through February 28, 2019

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PREAMBLE

This Agreement, entered into by the City of Washington Court House, Ohio, hereinafter referred to as the "Employer" or "the City", and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "FOP" or "the Union", has as its purpose the following:

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

ARTICLE 1
FOP RECOGNITION

Section 1.1. The Employer recognizes the FOP as the sole and exclusive representative for all full-time non-probationary employees that have been certified by the State Employment Relations Board in the following units:

Unit B: Patrol Officers — 89-REP-08-0192 on December 12, 1989

Whenever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed by the Employer in the above classifications.

ARTICLE 2
NEGOTIATIONS PROCEDURE

Section 2.1. The parties agree that the negotiations procedure outlined in Ohio Revised Code §§ 4117.08-4117.10 and § 4117.14 will govern this collective bargaining agreement.

Section 2.2. Bargaining unit employees involved in negotiations shall be released from work if negotiations occur during their normal work hours, subject to return to work for emergency response, without loss of pay. If negotiations occur during a period when an employee is not scheduled to work, the Employer shall count all hours spent in actual negotiations with the Employer as hours worked. Such time shall not be converted to compensatory time and cannot be flexed out by the employee. The Union shall not be permitted to send any more than two (2) bargaining unit employees per certified unit to negotiations for successor labor agreements.

ARTICLE 3
MANAGEMENT RIGHTS

Section 3.1. The Employer possesses the sole right to operate the Department and all management rights reposed in it. The Employer's exclusive rights shall include, but shall not be limited to the following, except as limited by the terms and conditions set forth in this Agreement:

A. Determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as functions and programs of the Department, standards of services, its overall budget, utilization of technology, and organizational structure;

B. Direct, supervise, evaluate, and/or hire employees;

C. Maintain and improve the efficiency and effectiveness of operations and programs;

D. Determine the overall methods, process, means or personnel by which operations are to be conducted;

E. Suspend, discipline, demote, or discharge for just cause;

F. Layoff, assign, promote, or retain employees;

G. Transfer and schedule employees;

H. Promulgate and enforce work rules, department orders, policies and procedures;

I. Determine the adequacy of the work force;

J. Determine the mission of the Department as a unit of government;

K. Effectively manage the work force;

L. Take actions to carry out the mission of the Department as a government unit.

Section 3.2. The FOP recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the exclusive function of the Employer.

Section 3.3. Management rights set forth above shall not be impaired by an arbitration award. Arbitration to determine that certain actions are or are not within the scope of management rights shall be binding upon the parties. Failure to exercise it in a particular way shall not be deemed a waiver of any management right. The Employer may make

decisions in the exercise of its management rights without prior negotiation with or agreement of the FOP.

ARTICLE 4
DRUG/ALCOHOL TESTING

Section 4.1. Drug/alcohol testing may be conducted on employees post-incident, follow-up, or with reasonable suspicion. (These bargaining units agree to participate in a valid random drug testing program for employees in safety sensitive positions).

Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

A. Observable phenomena, such as direct observation of drug and alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;

B. A pattern of abnormal conduct or erratic behavior;

C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;

D. Information provided either by reliable or credible sources and independently corroborated; and

E. Evidence that an employee had tampered with a previous drug test.

A bargaining unit employee may of his own volition, even if not ordered to do so, undergo a drug and/or alcohol screening test if he is involved in an on duty incident or accident involving bodily injury, extensive property damage or death. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

Section 4.2. All drug screening tests shall be conducted by medical laboratories meeting the standards of the Department of Health and Human Services. No test shall be considered positive until it has been confirmed by a Gas Chromatography/Mass Spectrometry full scan test or its equivalent. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article.

Section 4.3. Alcohol testing shall be done the same as to detect drivers operating a motor vehicle under the influence. A positive result of a blood alcohol concentration of .02% or above shall entitle the Employer to proceed with sanctions as set forth in this Article and Article 11 (Discipline).

Section 4.4.

A. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results, and refusing to allow disclosure of results will lead to discharge. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.

B. The Employer may suspend the employee without loss of pay before the time the confirmatory test results are complete. If the screening test and confirmatory test are positive, the Employer may discipline the employee. The use of illicit substances, on or off duty, will ordinarily result in termination. The improper use of prescription drugs and/or alcohol may result in a lesser discipline, depending upon the relevant circumstances. Such discipline must be uniform in its application.

Section 4.5.

A. If a drug screening test is positive, a confirmatory test shall be conducted utilizing the fluid from the same container collected in the manner prescribed above.

B. In the event the second test confirms the results of the first test, the Employer may proceed within the sanctions as set forth in this Article.

C. In the event that the second test contradicts the result of the first test, the Employer may request a third test in accordance with the procedures prescribed above. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.

D. In the event that any two (2) results are positive, the employee is entitled to have the sample in the second container tested in the manner prescribed above at the employee's expense. The results of this test, whether positive or negative, shall be determinative.

Section 4.6. A list of two (2) testing laboratories shall be maintained by the Employer. These laboratories shall conduct any testing directed by the Employer.

Section 4.7. If the testing required above has produced a positive result, the Employer may take disciplinary action and/or require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave, and personal leave days for a period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such

program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a substance, the employee may be returned to his former position. Such employee may be subject to periodic retesting upon his return to his position for a period of one (1) year from the date of his return to work. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay for a period not to exceed ninety (90) days.

Section 4.8. If the employee refuses to undergo rehabilitation or detoxification, or if he tests positive during a retesting within one (1) year after his return to work from such a program, the employee shall be subject to disciplinary action up to and including termination of his employment.

Section 4.9. Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated by the employee and follow-up tests shall be at the employee's expense.

Section 4.10. All test results and actions taken under or pursuant to this Article shall be kept confidential if allowed by state and federal law.

ARTICLE 5
NON-DISCRIMINATION

Section 5.1. Neither the Employer nor the FOP shall discriminate unlawfully against any bargaining unit employee on the basis of age, sex, race, color, religion, disability, or national origin. The employer, however, reserves the right to establish bona fide occupational qualifications, which employees and prospective employees must satisfy as a term or condition of employment.

Section 5.2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 5.3. No employee shall be discriminated against, harassed or reassigned due to the employee exercising his or her grievance rights granted under this agreement.

ARTICLE 6
FOP REPRESENTATION

Section 6.1. Representative(s) of the FOP shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. The FOP Representative's appearance at the Employer's facility shall not cause an employee to conduct union business while such employee is on duty, unless the conduction of union business with an employee during working hours is specifically authorized by this Agreement. Upon arrival, the FOP Representative shall identify himself to the Employer or the Employer's designated representative.

Section 6.2. The Employer shall recognize employees designated by the FOP to act as FOP representatives for the purpose of representation as outlined under this Agreement.

Section 6.3. The FOP shall provide to the Employer a roster of its officers and FOP Representatives which is to be kept current at all times and shall include the following:

A. Name

B. Address

C. Home Telephone Number

D. Immediate Supervisor's name and phone number

E. FOP Office Held

No employee shall be recognized by the Employer as FOP representative until the FOP has presented the Employer with written certification of that person's selection.

Section 6.4. Rules governing the activity of FOP representatives are as follows:

A. The FOP agrees that no official of the FOP, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The FOP further agrees not to conduct FOP business during working hours except to the extent specifically authorized herein.

B. The FOP Representatives shall not enter any work areas of the Employer without obtaining permission of the Employer or the designated representative of the Employer, and shall not conduct FOP activities in any work area(s) without notifying the supervisor(s) in charge of that area(s) of the nature of the FOP activity.

Section 6.5. The FOP shall be permitted, upon prior written request to the Employer or his designee, to place a ballot box in the Employer's facility to collect ballots on FOP issues subject to ballot. Ballot boxes may not be placed in the Employer's facility in

excess of twenty-one (21) days per calendar year without written permission of the employer or his designee. Ballot boxes and their contents are the property of the FOP, and shall not be subject to review by the Employer or non-bargaining unit staff. The Employer shall bear no responsibility for any ballot boxes placed within the Employer's facility.

ARTICLE 7
UNION DUES

Section 7.1. The Employer agrees to deduct FOP membership dues in accordance with this Article for all employees of the bargaining unit.

Section 7.2. The Employer agrees to deduct regular FOP membership dues (One-half the amount from each of the first two [2] paychecks each month) from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. A signed payroll deduction form as provided by the Employer must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct FOP dues from the payroll check for the next pay period following the pay period in which the authorization was received by the Employer.

Section 7.3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of FOP dues. The FOP 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 FOP, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP.

Section 7.4. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization in accordance with the terms of this Agreement; or (6) resignation by the employee from the FOP.

Section 7.5. The Employer shall not be obligated to make dues deductions from any employee who, during any dues payment period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of FOP dues.

Section 7.6. The rate at which dues are to be deducted shall be certified to the employer by the FOP as is necessary to be accurate. One (1) month advance notice must be given the payroll clerk prior to making changes in an individual's dues deductions.

Section 7.7. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

Section 7.8. Fair Share Fee.

A. Payroll Deductions of Fair Share Fee — The city shall deduct from the pay of members of the bargaining unit who elect not to become or remain members of the

FOP, a fair share fee for the FOP's representation of such non-members during the term of this contract. No Non-member filing a timely demand shall be required to subsidize partisan political or ideological causes, or any other endeavors not germane to the FOP's work in the realm of collective bargaining and contract administration.

B. Notification of the Amount of Fair Share Fee — Notice of the amount of the annual fair share fee, which shall not exceed 100% of the FOP dues for members, shall be transmitted by the FOP to the City Finance Director as is necessary to be accurate during the term of this contract for the purpose of determining the amount to be payroll deducted. The City agrees to transmit all amounts deducted to the FOP once each month, at the same time and to the same place as regular membership dues.

C. The FOP represents to the City that an internal rebate procedure has been established in accordance with Section No. 4117.09(C) of the Revised Code, and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the FOP, and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.

D. Entitlement to Rebate — Upon timely demand, non-members may apply to the FOP for an advance reduction/rebate of the fair share fee pursuant to the internal procedures adopted by the FOP.

E. Indemnification of Employer — The FOP shall defend, indemnify and hold harmless the City, the City Council members, the Finance Director, and any and all other officers and employees of the City against any and all claims and/or costs arising from or in any way related to the implementation and enforcement of this Article, specifically including, but not limited to, any costs arising from an action in any court or administrative agency alleging that the FOP's internal rebate procedure is legally defective.

ARTICLE 8
BULLETIN BOARDS

Section 8.1. The Employer agrees to provide space for the FOP bulletin board in an agreed upon area of the Employer's facilities.

Section 8.2. All FOP notices of any kind posted on the bulletin boards shall be signed, posted or removed by the FOP representative. It is understood that no material may be posted on the FOP bulletin board at any time which contains the following:

A. Personal attacks on any other member or any other employee;

B. Scandalous, scurrilous or derogatory attacks upon the Employer, or any other governmental units or officials;

C. Attacks on and/or favorable comments regarding a candidate for public office.

Section 8.3. No FOP related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the FOP bulletin board.

Section 8.4. Upon the request of the Employer or his designee, the FOP shall cause the immediate removal of any material posted in violation of this Article.

Section 8.5. The FOP bulletin board shall be used only for FOP bargaining units.

Section 8.6. All items posted on the bulletin board shall be initialed by the person who posts the item, dated to indicate the actual date of posting, and removed within forty-five (45) days of posting.

ARTICLE 9
WORK RULES — GENERAL ORDERS

Section 9.1. The Employer may issue or modify work rules for employees. The Employer agrees that all work rules and general orders shall be applied uniformly within the group or groups of employees to whom such rules and/or general orders are directed.

Section 9.2. In the event the Employer seeks national accreditation for the Police Department, the Employer and the FOP recognize that the current work rules established by the Employer may change. Both parties agree to work together to effectuate the desired accreditation. The FOP and the Employer may meet to discuss any change that may be affected by the accreditation process. In the event a meeting is held during the working hours of an employee who wishes to partake in the meetings to discuss any changes in the Employer's work rules, such employee may be released from duty and shall not lose pay or benefits. The FOP agrees not to pursue binding grievance arbitration under Article 12 to challenge or dispute the decision to see, or the effects/affects of seeking, national accreditation.

Section 9.3. One (1) copy of the City's Personnel Policy and Procedure Manual shall be provided to the Chairman of the FOP grievance committee. Copies of any additions to said manual will also be provided. Except where specifically overridden by this contract, the City's Personnel Policy and Procedure Manual shall be in effect and apply to employees during the term of this contract.

ARTICLE 10
HEALTH AND SAFETY

Section 10.1. It is agreed that the health and safety of the work force is a prime concern and responsibility of both parties.

Section 10.2. All alleged unsafe working conditions or health hazards must be reported to the Policy Chief as soon as such alleged conditions or hazards are known. The Police Chief shall investigate the condition as promptly as warranted and determine whether such condition does in fact present a significant threat to the safety or health of the employee(s) involved and, if he deems it necessary, initiate appropriate action.

ARTICLE 11
DISCIPLINE

Section 11.1. Except as provided elsewhere in this Agreement, no employee shall be reprimanded, reduced in pay or position, suspended, discharged, or removed except for just cause.

Section 11.2. Except in unusual circumstances, discipline will be applied in a corrective, progressive and uniform manner.

Section 11.3. When an employee is asked to attend a meeting or conference with a supervisor and the employee reasonably believes that discipline may result from such meeting or conference, he may request that a local FOP representative be present.

Section 11.4. When the Employer has reason to believe an employee warrants discipline, such employee shall have a pre-disciplinary conference. The Employer shall furnish the employee written notice of the charges against him and notice of the time and date of the conference at least forty-eighty (48) hours prior to such conference. At the conference, the employee or his FOP representative shall be given an opportunity to respond to the charges. An employee may waive the right to such pre-disciplinary conference by notifying the Employer in writing.

Section 11.5. An employee must appeal any disciplinary action only through the grievance procedure set forth in this contract within seven (7) calendar days from the time the Employer notifies the employee in writing of the disciplinary action taken against him. The day the employee receives notification of the disciplinary action shall not be counted towards the time limits in which the employee can file his grievance.

Section 11.6. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner. When actual discipline is to be given to any employee, he will be informed prior to the time that he may have a Union representative accompany him unless such action is solely the notification of discipline imposed.

Section 11.7. If the Employer determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he may relieve the employee from duty pending the conference provided for in Section 11.3 above to determine final disciplinary action.

Section 11.8. This Agreement shall be the sole and exclusive remedy for an employee wishing to contest a disciplinary action by use of the grievance procedure in Article 12.

ARTICLE 12
GRIEVANCE PROCEDURE

Section 12.1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. The term "grievant" shall mean the employee initiating a grievance. It is not intended that the grievance procedure be used to affect changes in the Articles of this Agreement nor those matters which are controlled by the provisions of the Federal Law, State Law, the Constitution of the United States or the State of Ohio, unless alterable state statutory provisions are lawfully modified by this labor agreement.

Section 12.2. All grievances must be processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance, which is not processed by the employee within the time limits provided, shall be considered waived.

Any grievance not answered by the Employer within the stipulated time limits will be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended or reduced upon mutual written consent of the parties.

Any grievant may, if he so desires, have an FOP representative of his choice accompany the grievant at any step or meeting provided for in this Article.

Section 12.3. It is the mutual desire of the Employer and the FOP to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by the Employer and the FOP to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed.

Step 1: In order for an alleged grievance to receive consideration under this procedure the grievant must identify the alleged grievance to the Police Chief or his designee within seven (7) calendar days after the employee knows or should have reasonably known the facts giving rise to the grievance. Such grievance shall be in writing. The Police Chief or his designee shall investigate and provide an appropriate answer directly to the grievant or a representative of the grievant within seven (7) calendar days following the date on which the grievance was presented.

Step 2: If the grievance is not resolved in Step 1, the employee may within seven (7) calendar days following the Step 1 reply, refer the grievance to the City Manager or his designee. The City Manager or his designee shall have seven (7) calendar days in which to schedule a meeting, if he deems such necessary, with the aggrieved employee. The City Manager or his designee shall investigate and respond in writing to the grievant within seven (7) calendar

days following the meeting date or seven (7) calendar days following receipt of the grievance, whichever is later.

Step 3: A grievance unresolved at Step 2 may be submitted to arbitration upon request of the FOP in accordance with provisions of Section 4 and Section 10 of this Article hereinafter set forth.

Section 12.4. The FOP, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within fourteen (14) calendar days from the date of the final answer on a grievance at Step 2, the FOP shall notify the Employer of its intent to seek arbitration of an unresolved grievance. Notification to seek arbitration by the FOP must be in writing and must either be hand delivered or delivered by certified mail. The FOP may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party or parties canceling the arbitration. Any grievance not submitted within the fourteen (14) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer or his representative(s).

Within fourteen (14) calendar days following the notice to arbitrate, the parties shall either agree upon an arbitrator or shall request in writing to the Federal Mediation and Conciliation Service to furnish the parties with a list of seven (7) arbitrators. The parties shall within seven (7) calendar days of receipt of the list of arbitrators alternately strike the names of the arbitrators until only one (1) name remains. The party who loses a coin toss shall strike first. Thereafter the parties shall alternate striking the first name.

The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of specific Articles on this Agreement. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor to add to, subtract from or modify the language therein in arriving at a determination of any issue presented that is properly within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the Arbitrator determines the grievance is arbitrable, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding on the grievant, the FOP and the Employer. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.

The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, and the fee of the arbitrator shall be borne equally by the parties. The expenses of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one, or split equally by the parties if both parties desire a reporter, or request a copy of any transcripts. The grievant only shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing. The grievance hearing will be held at a mutually agreeable date and time. All reasonable steps shall be taken to schedule the grievance hearing for a date and time that does not conflict with the working schedules of the grievant or any employee witness.

Section 12.5. All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties:

A. Aggrieved employee's name and signature

B. Aggrieved employee's classification

C. Date grievance was filed in writing

D. Date and time incident occurred

E. A description of the incident giving rise to the grievance

F. Specific Articles and Sections of the Agreement violated

G. Desired remedy to resolve the grievance

The FOP shall have the responsibility for the duplication, distribution, and their own accounting of the grievance form.

Section 12.6. Identical grievances may be consolidated with the consent of the individual grievant and upon agreement of the FOP and the Appointing Authority.

Section 12.7. Whenever any time limit specified in this Article ends on a Saturday, Sunday, or legal holiday, the end of such time limit shall be extended until the end of the next day which is not a Saturday, Sunday or legal holiday.

Section 12.8. When an employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate FOP representative will be notified of his right to be present at the adjustment.

Section 12.9. The investigation of a grievance (alleged or filed) shall be on non-work time, except in those circumstances where time constraints or safety factors deem it necessary that the grievance be investigated immediately. Writing of grievances by

representatives may be performed during working hours when such activity does not interfere with the performance of the representative's assigned duties.

Section 12.10. Disciplinary actions of verbal warning (record of instruction and cautioning) and/or written reprimand taken by the Employer against any bargaining unit employee may be appealed to steps one and two of the grievance procedure, but shall not be appealed to step three (arbitration).

Disciplinary actions of suspensions without pay, reduction in pay or classification, and/or discharge from employment taken by the Employer against any bargaining unit employee may be appealed to steps two and three of the grievance procedure. Such grievances shall be submitted directly to step two within seven (7) calendar days after the employee knows or should have reasonably known the facts giving rise to the grievance.

ARTICLE 13
PROBATIONARY PERIODS

Section 13.1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new sworn employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period not to exceed one (1) year from the date of receipt of the Ohio Peace Officer Certificate (if not certified at hire date), or one (1) year from date of hire if peace officer certification is established at date of hire. Newly hired employees shall be "employee-at-will" until completion of the probationary period. Probationary employees may be discharged at any time during the probationary period and shall have no right to the grievance procedure, or to an appeal to the Civil Service Board. During the probationary period, the employee shall be included in the classification of "probationary employee," and shall be subject to applicable city ordinances and policies and procedures.

ARTICLE 14
SENIORITY

Section 14.1. "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the City of Washington Court House Police Department. A probationary employee shall have no seniority until he satisfactorily completes the probationary period. An employee's seniority shall be terminated when one or more of the following occurs: 1) he resigns; 2) he is discharged for cause; 3) he is laid off for a period exceeding three hundred and sixty five days (365); 4) he refuses a recall or fails to report to work within seven (7) days from the date the Employer mails by certified mail the recall notice; 5) he retires; 6) he dies; 7) he is lawfully separated from employment.

Section 14.2. An approved leave of absence does not constitute a break in continuous service, provided the employee follows the proper procedure for such leave, and returns to active service immediately following the expiration of the approved leave.

Section 14.3. The policy as presented to the union on May 2, 2013 shall be the procedure used for shift bids for the life of this agreement being March 1, 2016 through February 28, 2019.

SENIORITY BID SHIFTS

1. Shifts shall be bid and assigned by seniority as defined in section 14.1 of the bargaining agreement.

    a. "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the City of Washington Court House Police Department.

2. In November of the current year a bid sheet shall be posted in a common area for all personnel to have access.

    a. The bid sheet shall be posted for 7 calendar days.

    b. The bid sheet shall be removed by the Chief of Police or his designee on the date specified on the posting.

    c. Failure to select a bid permits assignment by the Chief of Police or his designee.

3. Upon removal of the bid sheet, assignments will be made as soon as is practical and reposted for shift assignment notification.

4. The new shift assignments shall be made effective on the second full week of January of the next year.

Shifts shall be re-bid during the calendar year if necessary due to a known event or unforeseen circumstances such as but not limited to termination, layoff, retirement or resignation, promotion or a change of duty assignment within the department (example-investigator).

ARTICLE 15
VACANCIES AND PROMOTIONS

Section 15.1. The parties agree that all appointments to the position of Police Officer shall be from eligibility lists as requested by the Chief of Police, and in accordance with municipal civil service board rules.

Section 15.2. Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis. Additionally, nothing in this Article shall be construed to require the Employer to fill a vacant position.

Section 15.3. A police officer must serve in the rank of police officer a minimum of forty-eight (48) cumulative months with the City of Washington Court House Police Department, calculated from the original date of hire, before becoming eligible to be promoted to the next higher rank. Promotions shall be made according to the candidate(s) ranking on the eligibility list based upon the final score i.e. 1, 2, 3. If a candidate declines the promotion the next candidate shall be offered the promotion and so on until all promotions have been filled. Nothing in this Article shall be construed to limit or prevent the Employer from hiring an individual that is not currently in the bargaining unit to fill a vacant position or assume the rank of a newly created position.

The process for the promotional Sergeants examination will consist of a written exam, oral test, and /or assessment centers, and shall relate to those matters which test the ability of the person being examined to discharge the particular duties of the position sought.

The written examination shall be equivalent to sixty percent (60%) of the total promotion score. No person shall be eligible for promotion unless he or she has received a passing score of seventy percent (70%) on the written portion of the assessment center promotional examination, and any person not receiving such passing score on the written portion of the examination will not be allowed to proceed to the assessment and interview portion of the examination.

The professional outside assessment shall be utilized and shall be equivalent to thirty percent (30%) of the total score.

The interview and assessment by City staff shall be equivalent to ten percent (10%) of the total score.

An employee taking an assessment center promotional examination must obtain at least seventy percent (70%) total score to be placed on an eligible list. Seniority credits will be applied at the end of the testing process, provided the applicant obtains at least s seventy percent (70%) total score.

Credit for seniority shall be as follows:

For years of service 1-4, 1 point for each year of service, for a total of 4 points.
For years of service 5-14, six tenths of a point for each year of service, for a total of 6 points.
The maximum attainable seniority points is 10 points.

The parties agree that the interpretation of minimum of forty-eight (48) cumulative months "for eligibility for promotion is to be interpreted to require a minimum of forty-eight (48) cumulative months before a police officer is eligible to sit for a Sergeant's promotional examination. In other words, the employee must have at least forty-eight (48) cumulative months with the City of Washington Court House Police Department prior to the date scheduled for the promotional examination to be eligible to sit for such examination.

Section 15.4. For pay purposes, any promotions following the initial appointment of a Police Officer shall change the anniversary date of the employee promoted. Each promotion thereafter, the anniversary date shall change to the effective date of that promotion within the Department of Police. Subsequent step increases would be given on the anniversary date of the latest promotion in the current position held.

ARTICLE 16
LAYOFF AND RECALL

Section 16.1. When the Employer determines that a long term layoff or job abolishment is necessary, he shall notify the affected employee(s) as soon as possible but not less than ten (10) calendar days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible. The layoff procedure shall not be used for disciplinary purposes.

Section 16.2. Layoff order shall be in the inverse order of seniority. Employees who are laid off shall be placed on a recall list for a period of three hundred sixty-five (365) calendar days. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the work section to which they are recalled.

Section 16.3. Notice of recall shall be sent to the employee by certified mail with a copy to the FOP. The employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee. It is the responsibility of the employee to provide the Employer with a written notice of any change of address and/or telephone number during his period of layoff.

Section 16.4. The recalled employee shall have five (5) calendar days following the date of receipt or attempted delivery of the recall notice to notify the Employer of his intention to return to work and shall actually return to work as soon as possible, but not more than seven (7) days following the receipt or attempted delivery of the recall notice in which to report for duty, unless a later date for returning to work is otherwise specified in the notice.

ARTICLE 17
PERSONNEL FILES

Section 17.1. Each employee may inspect all his personnel file(s) maintained by the Employer at a mutually agreeable time during the regular scheduled working hours of the administrative staff of any documents contained therein. At a reasonable cost, the bargaining unit member shall be permitted to make copies of material in the file. An employee shall be entitled to have a representative of his choice accompany him during each review.

Section 17.2. If the employee feels that any document, statement, or notation in his personnel file is inaccurate or unfavorable to him, he shall be given the right to place a statement of rebuttal or explanation in his file. Such statement shall not contain any defamatory or scurrilous attacks upon any employee, supervisor or the Employer.

Section 17.3. Employees will not be required to sign any documents relating to personnel matters except to acknowledge receipt of that document.

Section 17.4. Records of instruction and cautioning shall cease to have force and effect one (1) year after their effective date, providing there is no intervening disciplinary action of any nature during that time period. Records of written reprimands shall cease to have force and effect two (2) years after their effective date, providing there is no intervening disciplinary action of any nature during that time period. Records of suspension shall cease to have force and effect three (3) years after their effective date, providing there is no intervening disciplinary action of any nature during that time period.

Section 17.5. This Article is intended to comply with the Ohio Public Records Act, R.C. 149.43, and nothing in this labor agreement shall contradict such Act.

ARTICLE 18
HOURS OF WORK AND OVERTIME

Section 18.1. The work week shall consist of forty (40) hours based on five (5) eight (8) hour work days and two (2) consecutive days off, or four (4) ten (10) hour days with three (3) consecutive days off.

Section 18.2. Overtime at the rate of one and one-half (1-1/2) times the employee's regular hourly rate will be paid for any hours in paid status (except sick time, off duty court time, and military time) in excess of forty (40) hours in a work week, or the appropriate hours in a work day; (either eight (8) or ten (10) hours according to the employee's schedule). However, any sick leave time, (not previously scheduled) that is taken in the work week when overtime is worked, shall not be considered time worked for calculating overtime and shall void the overtime pay until such time as the "actual hours worked" would apply, unless the overtime is not a pre-scheduled shift or the employee is called in under Article 19. Overtime must be authorized in advance by the Police Chief or Supervisor on Duty.

Section 18.3. If authorized by the Police Chief or his designee, the employee will be allowed to take banked compensatory time off at the rate of one and one-half hours of compensatory time for each hour of overtime work. An employee who earns overtime in an OIC position and chooses compensatory time shall be compensated an additional one (1) hour of compensatory time for each eight (8) hours worked in the OIC position.

Employees shall be allowed to determine whether overtime worked, holiday premium pay or holiday pay shall be banked. The Employee may chose to bank 50% or 100% of overtime for each hours worked. Use of compensatory time shall not create overtime.

Section 18.4. Payment of overtime and/or premium rates shall not be duplicated or pyramided for the same hours worked, and under no circumstances shall more than one basis of calculating overtime and/or premium pay be used for the same hours.

Section 18.5. All employees' paychecks shall be direct deposited into the bank of the employee's choice each two week pay period.

ARTICLE 19
CALL IN TIME

Section 19.1. Any bargaining unit employee who is called in to work at a time which does not abut his scheduled working hours shall have not less than two (2) hours time paid at the overtime rate of one and one-half (1-1/2) times his regular hourly rate.

ARTICLE 20
COURT TIME

Section 20.1. Whenever a bargaining unit member employee is required by the Employer or by the proper legal authority of any Municipal, County, State or Federal court to appear before such court on off-duty time for matters pertaining to or arising from the employee's official duties, the employee shall have all time spent at the location of the court counted as hours worked during the work period in which the court appearance occurs. In the event of an appearance in an out of county court or commission, travel time to and from court or commission shall count as time spent at the court or commission. This Article shall not apply in instances where an employee is required to appear in any civil action in which the City is not a party to such action.

Section 20.2. In the event that such court appearance is less than two (2) hours in duration, the employee shall have two (2) hours time paid at the overtime rate of one and one-half (1-1/2) times his regular hourly rate.

ARTICLE 21
OFFICER IN CHARGE

Section 21.1. Any bargaining unit employee temporarily assigned to a position of a higher classification for a period of one (1) hour or more during any one day shall receive an increase in his pay to Step F of the Sergeant's pay scale for those hours actually worked in the higher classification. The Chief of Police shall determine how the Officer in Charge is to be appointed. This section only applies if the conditions contained in Section 21.2 of Patrol Officer II are not satisfactorily met.

Section 21.2. All Patrol Officers assigned to the position of Patrolman II shall receive an increase to their hourly wage. (as established within the bargaining agreement) in addition to any Percentage increase that may be negotiated.

Personnel assigned to the position of Patrolman II shall have the opportunity to decline the assignment initially and/or during their tenure as a Patrolman II. Such notice of rejection of the position would require a minimum of Two (2) week notice so that the normal operation of the department is not adversely effected.

- The wage increase enjoyed at time of appointment shall be removed if the individual later declines the appointment or is removed from the position by the Chief of Police or his designee. (Only the initial raise is removed, any other percentage increase from the bargaining agreement shall not be effected)

The Chief of Police shall establish criteria for the assignment of Patrolman II to include but not limited to the following, which may not be grieved.

- Must be a Patrol Officer with the Washington Court House Police Department for a minimum of 24 consecutive months.
- Must have completed First Line Supervisor training successfully. (If the training is not completed upon assignment, it shall be scheduled and completed at the earliest opportunity provided to the department, preferably within the first 48 months from date of hire.)
- Established good work performance and job knowledge.
    - Referencing performance evaluations that are completed on a semi-annual basis.

There shall be four (4) positions at the Patrolman II status. Once the Four (4) officers have been established, each shall bid their shift respectively by seniority as set forth in the bargaining agreement. (date of hire)

There shall be one (1) Patrolman II officer assigned to each shift, via the bidding process.

Subsequently the remaining Patrol Officers may then bid their shifts by seniority, for the remaining available positions.

The goal is that a Patrolman II shall assume the role of shift supervisor upon the absence of a Sergeant.

In the event that all Four (4) Patrolman II positions are not filled and/or maintained due to available personnel declining the position, Article 21 of the current bargaining agreement returns in full force as written.

Patrol officers assigned to the position of Patrol Detective shall also assume the role and benefits of the Patrolman II Status in regards to the initial pay increase and authority.

There shall be no pyramiding of pay or benefits between the Patrolman II assigned to shift work and the Patrol Detectives.

** Upon the adoption of this agreement, the current six (6) OIC personnel shall be provided the initial option of the Patrolman II status.

** The positions of Patrol Detective and Patrolman II are an assignment under the authority of the Chief of Police in accordance with The Ohio Revised Code, and may be removed with just cause.

ARTICLE 22
VACATION

Section 22.1 Full-time employees in the bargaining unit shall earn vacation leave with pay as follows:

A. Less than one (1) year of completed service: accrual based upon Section 22.3, below (further, probationary employees will be allowed to use any accrued, unused vacation after ninety (90) calendar days of employment).

B. One (1) year of service, but less than six (6) years of completed service eighty (80) hours per anniversary year.

C. Six (6) years of service, but less than ten (10) years of completed service: one hundred sixty (160) hours per anniversary year.

D. Ten (10) years of service, but less than fifteen (15) years of completed service: one hundred eighty (180) hours per anniversary year.

E. Fifteen (15) years of service, but less than twenty (20) years of completed service: two hundred forty (240) hours per anniversary year.

F. Twenty (20) plus years of service or more: two hundred seventy five (275) hours per anniversary year.

Section 22.2 For accruals beginning in calendar year 2008, such vacation leave shall accrue to bargaining unit members at the rate of 5.2308 hours each bi-weekly period for those entitled to one hundred thirty-six (136) hours per year; 6.0769 hours each bi-weekly period for those entitled to one hundred fifty-eight (158) hours per year; 6.9231 hours each bi-weekly period for those entitled to one hundred eighty (180) hours per year; 8.6154 hours each bi-weekly period for those entitled to two hundred twenty-four (224) hours per year; and 10.3077 hours each bi-weekly period for those entitled to two hundred sixty-eight (268) hours per year. This calculation shall be monitored and adjusted on a bi-weekly pay schedule.

For accruals beginning in calendar year 2013, such vacation leave shall accrue to bargaining unit members at the rate of 3.0769 hours each bi-weekly period for those entitled to eight (80) hours per year; 6.1538 hours each bi-weekly period for those entitled to one hundred sixty (160) hours per year; 6.9231 hours each bi-weekly period for those entitled to one hundred eight (180) hours per year; 9.2308 hours each bi-weekly for those entitled to two hundred forty (240) hours per year: and 10.5769 hours each bi-weekly period for those entitled two hundred seventy five (275) hours per year. This calculation shall be monitored and adjusted on a bi-weekly pay schedule. Current employees shall be grandfathered in at the 136 hour rate for years 1 through 6 of vacation accrual. New hires after the effective date of this agreement shall accrue vacation at the 2013 levels.

Section 22.3 For purposes of this Article only, employees shall be entitled to the amount of vacation set forth in Sections 22.1 and 22.2, above, based on their initial date of hire and without regard to a break in continuous service of employment with the Employer.

Section 22.4 If a full-time member of the bargaining unit becomes hospitalized during his vacation leave period, the Employer shall change the status of the employee to sick leave with pay for all actual days of hospitalization, provided that the employee provides a written request to do so if he is so able, and has accumulated sick leave available as provided for elsewhere in this Agreement.

Section 22.5 Days specified as holidays shall not be charged to an employee's vacation. Vacation leave shall be taken by the employee during the year in which it accrued and prior to the next recurrence of the anniversary date of employment; provided no employee shall be permitted to accumulate more than two years earned vacation leave. The City Manager may, in special and meritorious cases, permit employee(s) to accumulate in excess of two years. Vacation leave greater than two years accumulation shall be forfeited unless an employee has applied for and been denied vacation leave. In such cases, excess vacation accrued shall be used within sixty (60) days.

Section 22.6 All full time bargaining unit employees with at least one (1) year of service with the Employer may receive payment in a lump sum of one (1) hour of pay for one (1) hour of accumulated unused vacation leave to his or her credit (one hundred percent [100%] conversion rate) for a maximum cash out of one half (½) of his or her accrued amount of vacation to a maximum cash out per year of eighty (80) hours. Such cash out is a one time per year offer, and requests for such cash out must be made between October 1 and October 15 of such calendar year. Payment shall be made by November 30 of the calendar year. Further, payout of vacation leave per Section 35.2 of this agreement shall only apply to those bargaining unit employees who have at least one (1) year of service with the Employer.

Section 22.7 The policy as presented to the union on May 2, 2013 shall be the procedure used for vacation picks for the life of this agreement.

REQUESTS FOR LEAVE

1. Requests for leave submitted between December 1-31 for the next calendar year shall be approved or denied based on seniority as defined in section 14.1 of the bargaining agreement.

    a. Requests for leave submitted between December 1-31 shall be approved or denied within seven (7) calendar days of the close of the window period.

    b. A copy of the leave request approval or denial shall be forwarded to the employee for their records.

2. Requests for leave submitted between January 1 and November 30 of the calendar year shall be approved or denied on a first come first serve basis.

    a. Requests for leave submitted between January 1 and November 30 of the calendar year shall be approved or denied each time the work schedule is generated (normally every 14 days).

    b. A copy of the leave approval or denial shall be forwarded to the employee for their records.

3. Request for leave submitted during the calendar year require a (48) forty eight hour advance notice, however this may be waived at the discretion of the Chief of Police or his designee.

A calendar shall be posted below the work schedule displaying all approved leaves and shall be updated each time the work schedule is generated.

ARTICLE 23
HOLIDAYS

Section 23.1 Full-time employees in the bargaining unit shall receive holiday pay as defined below for the following holidays:

New Year's Day	Columbus Day
Martin L King Jr Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

Section 23.2 Each bargaining unit employee who is not scheduled to work the holiday, shall be entitled to eight (8) hours of holiday pay for each holiday observed. Each bargaining unit employee scheduled to work the holiday, shall receive their holiday pay plus time and a half for all hours worked on the holiday. An employee's tour of duty starting time on a holiday shall count as their holiday.

Those employees receiving pay for Labor Day 2010 will have time converted into compensatory time. The remaining holidays in the year of 2010 and continuing of the contract the worked holiday pay will be at employee's choice. Using compensatory time cannot create overtime.

Special consideration will be given to the dispatchers to accommodate the request for compensatory time off.

Section 23.3 Any employee who is absent without approved leave for any work day immediately preceding or succeeding any holiday, or any employee who is absent without approved leave for any work day that is the holiday, shall be placed on a no-pay status for the period of time from the end of the last work day for which the employee was present, until the employee returns to work.

Section 23.4 Employees who are not available for duty on any of the above designated holidays due to an unpaid leave, including disciplinary suspensions, shall not be eligible for holiday pay for that holiday.

ARTICLE 24
UNIFORMS AND EQUIPMENT

Section 24.1 The Employer shall supply at no cost to the employees all uniforms and equipment required by the Employer, according to Appendix B, in quantities specified by the Employer. The Employer shall replace bullet resistant vests at intervals recommended by the respective manufacturer of the vests, or when vests become excessively worn, whichever comes first. The Employer shall not be required to provide off-duty or back-up weapons to bargaining unit employees. All Employer mandated equipment changes, including related equipment, shall be at the expense of the Employer.

Section 24.2 All original issue and purchased uniforms and equipment are and shall remain the property of the employer. Upon termination of employment of any bargaining unit employee, such serviceable uniforms and equipment (as determined by the Police Chief or his designee) shall be returned to the Employer. Failure to return such items shall result in the value of said items being deducted from the employee's final pay.

Section 24.3 A uniform and equipment maintenance/cleaning allowance shall be provided by the Employer. This allowance shall also provide for the purchase of hot/cold weather clothing and other items used in police service. The allowance shall be eight hundred seventy-five dollars ($875.00) for each bargaining unit employee in the rank of Patrol officer or Sergeant. This allowance shall be calculated and pro-rated on a calendar year basis.

Section 24.4 When uniforms or equipment that are the property of the Employer are damaged or lost as the result of an incident that is beyond the reasonable control of an employee, repair or replacement shall be made at the expense of the Employer.

Section 24.5 Uniform and equipment orders shall only be made from February 1st through November 1st of each calendar year. All orders (from Appendix B or otherwise authorized by the Police Chief) must be approved through the Police Chief's office, and the ordering and distribution of such items shall run through his or her office.

ARTICLE 25
TRAINING AND EDUCATION

Section 25.1 When the Employer or his designee requires any bargaining unit employee to attend any school, class, training session, etc., the employee shall have all hours spent at such training opportunity, excluding a normal lunch period, included as hours worked during the work period in which the training session occurs, not to exceed eight (8) hours in any calendar day.

Section 25.2 When the Employer requires that a bargaining unit employee travel to any training opportunity during his normal hours worked, the employee shall have all travel time that applies included in his hours worked during the work period in which such travel occurs. The Employer shall not be required to pay for travel time when the travel time is approximately the same duration as travel time to the employee's regular employment.

Section 25.3 The expenses for tuition, registration, fees, etc., of any training opportunity required by the Employer shall be paid by the Employer.

Section 25.4 The Employer's tuition reimbursement program policy implemented effective January 1, 1987 shall remain in effect.

ARTICLE 26
REIMBURSEMENT OF EXPENSES

Section 26.1 If the Employer requires any bargaining unit employee to expend personal funds in connection with the performance of his assigned duties or any required training opportunities, such funds shall be reimbursed by the Employer.

Section 26.2 The maximum allowable reimbursement for meals is thirty dollars ($30) per day. No single meal shall be reimbursed for more than twenty dollars ($20) unless approved by the Employer.

Section 26.3 Overnight lodging reservations, when required, shall be made and paid for by the Employer at a motel or hotel providing reasonable lodging facilities.

Section 26.4 When the Employer requires that a bargaining unit employee use his own vehicle for travel required by the Employer, the employee shall be compensated at the IRS rate. All parking expenses shall be reimbursed.

Section 26.5. Before an employee can be reimbursed for any expenses provided for in this article, he must provide receipts of all such expenditures to the Employer or his designee.

Section 26.6 Advance travel expenses, as needed, may be made available to the employee.

ARTICLE 27
SICK LEAVE WITH PAY

Section 27.1 Each employee shall be entitled for each completed eighty (80) hours of service to sick leave of four and six-tenth (4.6) hours with pay.

Section 27.2 Employees may use sick leave, upon approval of the Police Chief for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness, injury, or death in the employee's immediate family. Employees must return to work as soon as possible following the doctor's visit.

Section 27.3 Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the employee's credit on the basis of one (1) hour for every hour of absence from previously scheduled work.

Section 27.4. Previously accumulated sick leave of an employee who has been separated from the public service, shall be placed to his credit upon his re-employment in the public service, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service. An employee who transfers from one public agency to another shall be credited with the unused balance of his accumulated sick leave up to the maximum of the sick leave accumulation permitted in the public agency to which the employee transfers.

Section 27.5 The Police Chief shall require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required, a certificate from a licensed physician stating the nature of the illness, and the treatment if any prescribed, may be required by the Police Chief to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action up to and including dismissal. No employee shall be compensated for sick leave unless or until such written statement or physician's certificate, if applicable, has been filed by the employee upon return to duty. The Employer may question any such signed statement or physician's certificate in connection with sick leave benefits, and the Employer may require such employee who has either requested sick leave or who has notified the Police Chief of the use of sick leave to be examined by a licensed physician designated by the Employer at no expense to the employee. The report of such examination shall be made available to the Police Chief and such employee.

Section 27.6 Sickness in the immediate family requiring the presence at home of the employee for more than three (3) calendar days will require a certificate of the attending physician before any employee will receive pay under the above situation. Sick leave with pay for immediate family use shall not exceed forty (40) hours total in any calendar year. In special cases where the Police Chief deems that more than forty (40) hours total are necessary, the Police Chief shall submit such recommendation in writing to the City

Manager and the City Manager's approval shall be obtained in advance of granting such leave.

It is recognized by the parties in the implementation of this section that the spouses have a duty to share in the responsibility of attending to the care of a family member under this section.

Section 27.7 If an employee has had thirty-two (32) or more hours off because of illness or injury or three (3) or more consecutive days within the preceding six (6) months, the employee may be required to furnish a doctor's certificate certifying the cause for such employees absence from duty. Said certificate shall be filed on return to duty. Management reserves the right to request a doctor's certificate for absences of less than three (3) days if an employee has shown abuse of sick leave. If an employee is ill and will not be able to return to work, he shall call and report his absence to the Police Chief or designee no later than the starting time each and every day of the absence unless a pre-determined length of time of absence by a qualified physician is on file.

Section 27.8 In the event an employee who is entitled to injury leave uses up all his injury leave time and is still unable to return to active duty he may, with the approval of the Police Chief and the City Manager, use any unused sick leave to which he is otherwise entitled until such time as he is able to return to active duty.

Section 27.9 In unusual and specific circumstances, the City Manager may grant additional sick leave with pay to employees up to a maximum of two (2) work weeks. In each case, the City Manager shall make a complete investigation, review and consultation with the Police Chief on the employee's service and work record; and the nature or seriousness of the sickness or physical disability. A report shall be made and filed together with a medical certificate. The extension of days absent may be made on any basis that the particular case warrants in the opinion of the City Manager. Further extension of sick leave for employees may be granted as the Council directs.

Section 27.10 As an incentive to avoid sick leave use, each employee who does not use sick leave between January and June shall be credited with one (1) personal day. A second additional personal day may be earned for employees who do not use sick leave during July through December. Such leave shall be used within the calendar year granted.

Section 27.11 The City may provide each employee with the opportunity to do light duty work when any injury or incapacity prevents the employee from performing the full duties of their job assignment. Such light duty, which is intended to be temporary in nature, may result in the assignment of the employee to non-traditional work roles in or out of the police department.

Section 27.12 The Employer agrees to follow applicable law as provided by the Family and Medical Leave Act of 1993, as amended, due to serious illness or serious injury to the employee and to the employee's family as defined by the statute.

Section 27.13 For purposes of this article, "immediate family" as described in 27.2 shall be identical to the definition of immediate family in Article 30 (Funeral Leave), Section 30.1.

ARTICLE 28
SEVERANCE PAY

Section 28.1 All full time employees, whose first date of employment is prior to March 1, 1992 shall, at the time of their retirement ("retirement" for purposes of this Article being defined as [1] immediate ability to qualify for age and service retirement under PERS {dispatchers} or PFPF {police officers and sergeants}, OR [2] where the employee has ten {10} years of service with the City of Washington Court House, OR [3] where an employee is eligible to receive disability benefits {sometimes referred to as a "disability retirement"} from his or her applicable state retirement plan {i.e., PERS or PFPF} and the employee is approved for such benefits), receive payment in a lump sum of one (1) hour of pay for each hour of accumulated unused sick leave to his credit for accruals up to and including nine hundred and sixty (960) hours. All full time employees whose first day of employment is on or after March 1, 1992 shall, at the time of their retirement, receive payment in a lump sum of one (1) hour for each two (2) hours of accumulated unused sick leave to his credit for accruals up to and including four hundred eighty (480) hours. A bargaining unit employee may only convert sick leave to severance payment one (1) time with the City under this section, regardless of whether the employee is rehired or otherwise returns to active City employment.

Section 28.2 Payment shall be based upon the employees' daily rate of pay at the time of retirement as determined by the Finance Director of the City of Washington.

Section 28.3 Payment for unused sick leave under this article shall eliminate the City's responsibility for all accrued sick leave credited to the employee.

ARTICLE 29
INJURY LEAVE WITH PAY

Section 29.1 The City manager may grant up to forty-five (45) work days of job related injury leave at full pay to an employee who is injured on the job within the scope of his employment. Injury leave may begin (retroactive to the date of injury) after the City has approved the examining physician's diagnosis. At any time during the injury leave the City reserves the right to confirm, review, or challenge the diagnosis of the attending physician by the use of an examination by the City physician. The employee shall voluntarily submit to such an exam at a time convenient to the employee. The employee shall not be entitled to extra pay for the time spent in the obtaining of this consulting opinion by the City physician. In the event that the City physician finds that the employee is able to resume his job duties, light duty work or a reassigned job, the employee shall return to such work and schedule as assigned. If the employee disagrees with the diagnosis of the City physician, the City and employee doctors shall consult in order to determine the nature of the work which can be completed. If these doctors cannot come to any agreement the diagnosis of the family physician shall prevail.

Section 29.2. For the purposes of this Article, a job injury is defined as any injury preventing the employee from performing his normal duties, light duty or duty reassignment, but does not include psychological disorders or stress unless such disorders or stress is connected with a physical injury.

Section 29.3 An employee shall not receive both job injury leave and lost time worker's compensation for his injury. If an employee files a worker's compensation claim for his injury after having received injury leave, the employee shall execute a wage agreement letter with the City acknowledging the job injury leave time off the employee has received from the City so that the City may be reimbursed by Worker's Compensation Bureau. If the workers compensation payments are delayed, the City will continue to pay the employee on a regular schedule, in accordance with the number of days in Section 29.1.

Section 29.4 All of the following standards must be met for an employee to qualify for and use injury leave.

A. The employee must have suffered a bona fide on duty work related injury.

B. The injury must prevent the employee from performing his normal job duties or another light duty, or a job reassignment duty which can be performed even with the job injury.

C. The employee must report such injury to his immediate supervisor at the time of the occurrence, if known, but no later than twenty-four (24) hours after the occurrence. He must have signed the approved City Injury Report Form for this notice. If the injured employee is unconscious or incapacitated at the time of the injury, this twenty-four (24) hour notice and paperwork is automatically waived.

D. The employee must report his current medical status to his department head each pay period unless waived by the Department Head.

E. The employee must release all medical records pertaining to the injury, diagnosis, treatment, therapy or other medical information pertaining to the injury to the City and City doctor upon request.

Section 29.5 Job injury leave pay applies to current injuries only. Employees claiming a reoccurrence of a former job injury or related job injury or continuing degeneration from a former job injury for which job injury leave had been used are not covered. If an employee returns to work before the end of his job injury leave, the remaining job injury leave for that injury shall be forfeited. This provision may be modified, however, by approval from the City Manager if the employee returns for light duty, or reassigned work. In those instances with advance approval, the injury leave may be non-consecutive hours due to doctors appointments, reoccurrence, or symptom side effects. In no case, however, shall the City Manager extend injury leave for one (1) job injury beyond the three hundred sixty (360) hours, or the conclusion of a period of six (6) months from the date of the accident, whichever comes first.

Section 29.6 If the employee is still unable to work after his injury leave expires, he must use his accumulated sick leave, vacation time, and unpaid FMLA leave respectively, if it is available to him. If, after having exhausted his available job injury leave, sick time, vacation time, and unpaid FMLA leave, or if one (1) year has passed and an employee still cannot return to work to perform the substantial and material duties of his job, the employee shall be given a medical separation from employment. If applicable, the employee shall apply for disability benefits.

Section 29.7 Injured employees who are reassigned to an available job which they can perform with or without reasonable accommodation will be paid the regular rate of the classification to which they normally work. A reassigned employee will be allowed to return to his former job upon recovering from his injury and upon receiving a full release from his physician that he can perform his former job without any restrictions.

ARTICLE 30
FUNERAL LEAVE

Section 30.1 Any regular full-time employee may be granted usage of funeral leave, upon approval of the Police Chief and the City Manager, for a maximum of forty (40) total hours in the event of a death of an immediate family member. For purposes of this policy, the "immediate family" is defined as mother, father, brother, sister, child, spouse, grandparent, mother-in-law, father-in-law, step child, step mother, step father, or grandchild.

Section 30.2 An eligible employee will be granted a maximum of two (2) days in the event of death of another family member defined as step-brother, step-sister, daughter-in-law, son-in-law, sister-in-law, brother-in-law, aunt, uncle, legal guardian or other person who stands in place of the employee's parent, or any other related person having established permanent residence in the employee's household.

Section 30.3 Funeral leave may be used to attend the funeral, make funeral arrangements or attend to other matters directly related to the funeral. Funeral leave shall not be granted for any days following the date of the funeral unless such time is approved by the City Manager or designee.

Section 30.4 Additional time off may be granted to the employee, upon written request at the discretion of the Police Chief and approved by the City Manager.

Section 30.5 Any requests for funeral leave must be requested in accordance with the "Notification of Absence" policy contained in the Employer's Personnel Policy Manual.

ARTICLE 31
MILITARY LEAVE

Section 31.1 Military leave will be granted in accordance with state and federal laws.

Section 31.2 It shall be within the Employer's discretion to temporarily alter an employee's schedule so that his or her military leave coincides with days off.

ARTICLE 32
LEAVE OF ABSENCE WITHOUT PAY

Section 32.1 Upon receiving a written request, the Employer, in its sole discretion, may grant a leave of absence without pay to any bargaining unit member. Such leave shall not exceed six (6) months, unless otherwise provided for in this Article.

Section 32.2 The maximum duration of a leave of absence without pay for the purpose of education, training, or specialized experience that would be of benefit to the Employer shall not exceed one (1) year.

Section 32.3 Any employee who fails to return to work upon the expiration of any approved leave of absence without pay shall be terminated from employment. If the Employer determines that any bargaining unit employee is abusing the stated purpose of his leave of absence without pay, the Employer may terminate the leave and require the employee to immediately report to duty.

Section 32.4 The approval of any leave of absence without pay shall be at the sole discretion of the Employer, and each request shall be decided by the Employer on its own merits. Failure of the Employer to grant such request shall not be subject to the grievance procedure.

Section 32.5 Upon written request of the employee, the Employer may permit the employee to return to work prior to the stated expiration of any approved unpaid leave of absence. Failure of the Employer to grant such request shall not be subject to the grievance procedure.

ARTICLE 33
WAGES AND COMPENSATION

Section 33.1. The pay ranges to which bargaining unit employees are assigned shall be as listed in Appendix A. Pay increase shall be pursuant to Appendix A. Wages shall increase by two point five percent (2.5%) on March 1, 2016, two point five percent (2.5%) on March 1, 2017 and two point five percent (2.5%) on March 1, 2018.

Section 33.2.

A. Longevity pay shall be paid the first full pay period of December of each year. The following schedule shall be effective for employees hired before March 1, 1995:

5 years	2-1/2%	11 years	5-1/2%	17 years	8-1/2%
6 years	3%	12 years	6%	18 years	9%
7 years	3-1/2%	13 years	6-1/2%	19 years	9-1/2%
8 years	4%	14 years	7%	20 years	10%
9 years	4-1/2%	15 years	7-1/2%		
10 years	5%	16 years	8%		

B. The following schedule shall be effective for all employees hired on or after March 1, 1995:

5 years	2 ½ %
6 years	3%
7 years	3 ½ %
8 years	4%
9 years	4 ½ %
10 years	5%
15 years	7 ½ %
20 years	10%

C. Longevity pay adjustments referenced in (A) and (B) above shall become effective at the beginning of the pay period within which the employee completes the necessary length of service. Time spent on authorized leave of absence shall be counted for this purpose. Overtime shall be paid in accordance with FLSA requirements.

D. The percentage paid to an employee shall be based on his or her amount of seniority as of November 30th of each year.

ARTICLE 34
INSURANCE BENEFITS

Section 34.1 All full-time employees shall be entitled to participate in the City's Group Hospitalization (Health) Insurance Program.

An eligible employee may waive his rights to participate in either single or family coverage. If an employee waives this benefit, such employee may not revoke the waiver until the next open enrollment period and may be accepted only after medical review if required by the insurance provider.

Any employee who waives his rights to participate in this benefit shall not receive such contributions made by the City for insurance coverage as wages, compensation, reimbursement or in any other form or manner.

Section 34.2 The participating employee shall pay twelve percent (12%) of the applicable premium for the duration of this agreement. Such payment shall be by payroll deduction and shall be divided into two equal deductions per month.

Section 34.3 The Employer shall provide to each employee group life insurance coverage at no cost to the employee. Life insurance shall be Fifty Thousand Dollars ($50,000.00).

Section 34.4 If the City at any time during the duration of this agreement adds other types of insurance for other City employees, such elective insurance will be made available to employees of these bargaining units.

Section 34.5 When the Affordable Care Act becomes effective, the parties shall meet and confer to discuss if any provisions of the Act conflict with Article 34 insurance Benefits. If the parties cannot agree whether the Act conflicts with Article 34, the Grievance Procedure, Article 12 shall prevail.

Section 34.6. The City Manager may modify the City's Group Hospitalization Insurance Program to avoid any taxation issues arising from the Affordable Care Act.

ARTICLE 35
SEPARATION FROM EMPLOYMENT

Section 35.1 Upon separation from employment for any reason, all unpaid wages shall be paid to the employee at the rate of pay that was in effect on the date of separation.

Section 35.2 Upon separation from employment for any reason, all accrued but unpaid holiday leave and/or vacation leave shall be paid to the employee at the rate of pay in effect at the time of separation, provided the employee gives the Employer fourteen (14) days actual notice of his intent to separate from employment with the Employer.

Section 35.3 If the reason for separation is due to the death of the employee, the payment of wages and benefits provided in this Article shall be paid in accordance with applicable state law.

Section 35.4 Upon separation from employment for any reason, all monies owed to the Employer by the employee must be paid to the Employer prior to the issuance of any separation pay provided for in this Article or prior to the issuance of any payment for accrued but unused sick leave as provided for in Article 28 of this Agreement. At the option of the Employer, all monies owed may be deducted from separation pay and/or sick leave accrual pay specified in this Section.

ARTICLE 36
NO STRIKE/NO LOCKOUT

Section 36.1 The Employer and the FOP recognize that a work stoppage of any kind would create a clear and present danger to the health and safety of the public, and that this Agreement provides machinery for the orderly resolution of grievances. Therefore, the parties agree that:

A. Neither the FOP 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, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage, including the honoring of any picket line established by other employees of the City or employees of other Employers, or other unlawful interference with the normal operations of the Employer for the duration of this Agreement.

B. The FOP shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause. In the event of a violation of the "no-strike" clause, the FOP shall promptly notify all employees in a reasonable manner 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 FOP. The FOP shall advise the employees to return to work immediately, and shall promptly do whatever it can to prevent or stop such unauthorized acts.

C. During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout of the bargaining unit employees unless those employees shall have violated Section 36.1(A) of this Article.

Section 36.2 In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 36.1(A) of this Article shall be subject to discipline or discharge by the Employer.

Section 36.3 Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 37
SEVERABILITY

Section 37.1 This Agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. Should any portion of this Agreement contained herein be declared invalid by operation of law or by a court of competent jurisdiction, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 37.2 The parties agree that should any provision of this Agreement be found to be invalid, that they will schedule a meeting within thirty (30) days at a mutually agreeable time to discuss alternative language on the same subject matter.

ARTICLE 38
WAIVER IN CASE OF EMERGENCY

Section 38.1 In cases of emergency declared by the President of the United States, the Director of Homeland Security, the Governor of the State of Ohio, the County Sheriff, the Federal or State Legislature, the City Manager, the Federal Emergency Management Agency (FEMA), the local Emergency Management Agency, the Secretary of the Department of Health and Human Services, or the local health district board, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

A. time limits for the processing of grievances;

B. recall procedures; and

C. all work rules and/or agreement and practices relating to the assignment of employees.

Section 38.2 Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they, the grievance(s), had properly progressed prior to the emergency.

ARTICLE 39
SCOPE OF BARGAINING

Section 39.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the FOP and all prior agreements, practices and policies, either oral or written, are hereby canceled.

Therefore, the Employer and the FOP, for the life of this Agreement, each voluntarily and unequivocally waive the right, and each agree that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement. With respect to any subject or matter not specifically referred to or covered in this Agreement applicable law shall apply.

ARTICLE 40
FAMILY AND MEDICAL LEAVE

Section 40.1 Family and Medical Leave will be granted pursuant to Section 4.08 of the City's Personnel Policy Manual

ARTICLE 41
ABANDONMENT OF POSITION

Section 41.1 Absence without leave from work for a period of three (3) consecutive working days will be considered by the City Manager as a resignation. Unless otherwise determined by the City Manager upon presentation of supporting documentation of extraordinary circumstances, the employee's resignation in this situation is not considered to be in good standing and the employee is not eligible for rehire.

ARTICLE 42
DURATION

Section 42.1 The provisions of this Agreement shall be effective as of March 1, 2016, except as otherwise set forth and specifically provided, and shall remain in full force and effect until 11:59 P.M. on February 28, 2019.

Section 42.2 If either party desires to modify or amend this Agreement, it shall give written or electronic notice of such intent no earlier than ninety (90) calendar days prior to the expiration date, and no later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be certified by mail with return receipt requested or by electronic transmission. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent or at such other time as agreed by the parties.

ARTICLE 43
ADMINISTRATIVE LEAVE

Section 43.1 The Employer may, in its discretion, place a bargaining unit employee on administrative leave with pay where the health or safety of the employee or of any person or property entrusted to the employee's care could be adversely affected. Compensation for administrative leave shall be equal to the employee's base rate of pay.

Section 43.2 The length of administrative leave is solely at the discretion of the Employer.

Section 43.3 Administrative leave is not considered discipline and shall not be grieved as a form of discipline.

ARTICLE 44
LABOR-MANAGEMENT COOPERATION

Section 44.1 Upon request, in the interest of sound Labor/Management relations, on a mutually agreeable day and time the Employer shall meet with not more than three (3) employee representatives of the Union and one (1) representative of the FOP/OLC to discuss those matters addressed in this Article. Additional representatives may attend by mutual advance agreement.

Section 44.2 Each party will furnish the other an agenda at least seven (7) calendar days in advance of the meeting. The agenda shall contain a list of the issues to be addressed. The purpose of such meetings shall be to:

A. Discuss administration of the Agreement;

B. Notify the Union of any changes made by the Employer which affect bargaining unit members;

C. Disseminate general information of interest to the parties;

D. Discuss ways to increase productivity and improve efficiency;

E. Discuss other matters mutually agreed to by the parties;

F. Discuss health and safety issues mutually agreed to by the parties;

G. Discuss unresolved grievances mutually agreed to by the parties.

Section 44.3 If a Labor/Management meeting has been requested, and mutually agreed to, it shall be convened as soon as possible.

Section 44.4 Labor/Management meetings are not intended to be negotiation sessions to alter or amend the basic agreement.

ACKNOWLEDGEMENT

This contract is entered this 1st day of March, 2016 between the City of Washington Court House and the Fraternal Order of Police, Ohio Labor Council, Inc.

The party hereinafter subscribed approves the forgoing contact for a period being 3/1/2016 and ending 2/28/2019. By signing this acknowledgement the parties understands and so covenant that this is the complete agreement of the parties and no terms or conditions exist outside this contract.

FOR THE CITY OF WASHINGTON COURT HOUSE

Joseph Denen
City Manager

Dale Lynch
Chairman of Council

FOR THE FOP/OLC, INC.

FOP/OLC Staff Representative

FOP Union Patrol Officer Representative

ATTEST:

Clerk to City Council

PROPOSED APPENDIX A- PATROL OFFICERS

Section 1 Bargaining Unit Employees shall be compensated per hour according to the following rates of compensation (which include compensation for the hazardous nature of their employment) starting March 1, 2016 through February 28, 2017 : 2.5% increase for Steps E & F.

POLICE OFFICER					
Step A	Step B	Step C	Step D	Step E	Step F
		$20.40	$21.26	$22.65	$23.71

Compensation rate starting March 1, 2017 through February 28, 2018. 2.5% increase for Steps E & F.

POLICE OFFICER					
Step A	Step B	Step C	Step D	Step E	Step F
		$20.40	$21.26	$23.22	$24.30

Compensation rate starting March 1, 2018 through February 28, 2019. 2.5% increase for Steps E & F.

POLICE OFFICER					
Step A	Step B	Step C	Step D	Step E	Step F
		$20.40	$21.26	$23.80	$24.91

**Patrol Officers designated as detective shall receive an additional $1.25 per hour wage increase.

**Patrol Officers designated as Patrolman II shall receive an additional $1.25 per hour wage increase.

APPENDIX B
UNIFORM ITEMS

The following list of items are representative of items which would normally be acceptable to spend clothing allowance funds on by Bargaining Unit employees. This list is not meant to be all inclusive. Approval of the items to be purchased shall still be the responsibility of the Chief of Police.

Uniform Shirts (LS & SS)	Ties	Turtleneck/Dickies	Trousers
Shoes/Boots	Badges	Nameplates	Collar Brass
Service Stars	Gloves	Uniform Jackets	Raincoats
Sweaters	Pens	BDU Uniforms	Socks
Cold weather gear	Handcuffs	Training Manuals	Training Manuals
Leathergoods (on/off duty)	Belts	Long Underwear	Flashlights
Night sights/duty weapon	Ballhats	Uniform Hats	Shoe repairs
Replacement of any issued item	Badge wallets	Knives	Clipboards