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AGREEMENT

BETWEEN

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

AND

THE CITY OF READING, OHIO

January 1, 2016 through December 31, 2018

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ARTICLE 1
AGREEMENT

Section 1.1 This Agreement is entered into by and between the City of Reading, Ohio hereinafter referred to as the "Employer", and the Fraternal Order of Police/Ohio Labor Council, Inc., hereinafter referred to as the "FOP". The purpose of this Agreement is to specify the rates of pay, benefits, hours of work, and conditions of employment for those employees in the bargaining units hereinafter defined.

ARTICLE 2
RECOGNITION

Section 2.1 The Employer recognizes the FOP/OLC as the exclusive bargaining agent for the purpose of collective bargaining on all matters pertaining to wages, hours, or terms and other conditions of employment for all employees in the bargaining units. All Sections of this Agreement shall cover all classifications within the three bargaining units unless delineated specifically be clause. This Agreement is a multi-unit Agreement covering the three bargaining units certified by the State Employment Relations Board. The three bargaining units are:

Unit A - Permanent full-time Dispatchers & Clerks
Unit B - Permanent full-time Patrolmen
Unit C - Permanent full-time Lieutenants

Section 2.2 Excluded from the bargaining units are the Police Chief and all positions and classifications not specifically included in the units.

Section 2.3 The Reading Police Department Employee Bargaining Unit Committee, hereinafter referred to as the "Bargaining Committee" shall consist of not more than one (1) Lieutenant and one (1) alternate as recognized by a majority consent of the Lieutenants of the Reading Police Department, and who are also members in good standing with the Fraternal Order of Police; not more than two (2) Patrolmen and two (2) Alternates as recognized by a majority consent of the Patrolmen of the Reading Police Department, and who are also members in good standing with the Fraternal Order of Police; not more than one (1) Clerk/Dispatcher and one (1) alternate as recognized by a majority consent of the Clerk/Dispatcher of the Reading Police Department; not more than two (2) representatives of the Labor Council as selected by the Labor Council and recognized by a majority consent of the employees of the Reading Police Department; and any other parties as mutually agreed upon by the Employer, Labor Council, and Employee.

Section 2.4 Exclusive bargaining rights shall be interpreted to mean that the City of Reading shall not negotiate, meet, or confer with any person, group of persons, associations, or union, other than the Bargaining committee, except as provided for

by law, for purposes of effecting or attempting to effect a change in terms of this Agreement as it may apply to any provision contained herein, and shall not permit any city of Reading employee or agent to adopt or continue any policy, procedure, or program which is in conflict with any provision of this Agreement.

Section 2.5 All demands have been submitted in good faith. All members of the Bargaining Committee for the city and the Union shall be free from coercion, intimidation, discrimination, threats, or any other detrimental actions. Members of the Bargaining Committee shall be permitted to attend wage negotiation sessions while on duty without changing their regularly assigned shift, at no loss of time to the member, so far as practicable. Such provision shall in no way interfere with the safe and efficient operation of the City of Reading Police Department any such conflict shall be brought to the attention of the Member's immediate supervisor for resolution, and if a conflict remains unsolved, a final determination shall be made by the Chief of Police.

ARTICLE 3
SAVINGS CLAUSE

Section 3.1 If any part of the Agreement shall later be declared invalid, unlawful, or unenforceable by reason of any existing or subsequently enacted state or federal legislation, or by virtue of any judicial ruling, all other parts of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of any invalidation of any part of this Agreement for such reason, the City of Reading and the Labor Council agree to meet within 30 (thirty) days of the invalidation for the purpose of renegotiating said part.

ARTICLE 4
NON-DISCRIMINATION

Section 4.1 Neither the City of Reading nor the Fraternal Order of Police, Ohio Labor Council, will discriminate against any employee based on age, sex, disability, race, color, religion, or national origin. All references in this agreement to the make gender shall be construed to be equally applicable to females. The Employer and Labor Council agree not to discriminate against any employee on the basis of his membership or non-membership in the Labor Council. Further, the Employer agrees not to discriminate against any employee because of or regarding his activities as a representative of the Labor Council. The Employer and the Labor Council, and the Labor Council members agree to not let membership or non-membership in the Labor Council affect their on-the-job relationship with other employees.

ARTICLE 5
DUES

Section 5.1 The Employer agrees to deduct from the wages of any employee who is a member of the FOP/OLC all membership dues uniformly required. The OLC shall notify the Employer from time to time of the dues it charges and its current membership. All employees in the bargaining units shall either become dues paying members of the FOP/OLC, Inc., or, as a condition of continued employment, pay to the OLC a fair share fee in an amount established by the OLC in order to meet its duty or fair representation. The provisions of O.R.C. 4117.09(C) and of applicable state and federal law shall govern the deduction of fair share fees.

Section 5.2 Nothing in this Article shall be construed to require any employee to become a member with the FOP. The FOP agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceeding by any employee arising from deductions made by the Employer pursuant to this section.

Section 5.3 Dues and fees deducted shall be forwarded to the FOP/OLC headquarters office on a monthly basis. There shall be no cost to either the FOP or the employees for the above service.

ARTICLE 6
MANAGEMENT RIGHTS

Section 6.1 Unless expressly provided to the contrary by a specific provision of the Agreement, the Management reserves and retains solely and exclusively all of its statutory and Common Law rights to manage the operations of the Department of Police and Reading, Ohio.

Section 6.2 Not by way of limitations to the following items, but to only indicate the type of matters of rights which belong and are inherent to the Employer, the Employer has the right to hire, discharge, transfer to another department of classification, suspend, discipline, determine work assignments, determine types of equipment to be used, determine sequence of the work processes, set work hours, regulate overtime, consolidate or merge any or all of its facilities, properties, or processes of work with or to any other municipality or entity; or effect change in any respect the legal status, management, or responsibility of such property, facilities, or process or work.

Section 6.3 To the extent that the above rights are specifically limited by the provisions of this Agreement, alleged violations are subject to the Grievance Procedure and Arbitration Procedures.

ARTICLE 7
SANCTITY OF AGREEMENT

Section 7.1 No changes in the Agreement shall be negotiated during the duration of the Agreement unless there is written accord by and between the parties hereto to do so, which written accord shall contain a list of those matters to be the subject of such negotiations. Any negotiated changes, to be effective and incorporated in this Agreement, must be in writing and signed by the parties. Nor shall either party attempt to achieve the alteration of the Agreement by recommending changes in, additions to, or deletions from any ordinances or resolutions of the City of Reading, City of Reading Civil Service Rules and Regulations, or Reading Police Department Rules and Regulations, policies, or procedures.

ARTICLE 8
GRIEVANCE REPRESENTATIVE

Section 8.1 Grievance Representatives shall be limited to those members of the Reading Police Department elected as members of each Police Department Bargaining Unit Committee and one (1) member of the Labor Council. The representatives' names shall be provided to the City State/Service Director by the grievance coordinator.

Section 8.2 **Grievance Coordinator:** A grievance coordinator, and one (1) alternate, shall be elected from among the total Bargaining Unit Committeemen by members of the bargaining units. His responsibilities may be, but are not limited to:

A. Attendance at any employee relations meeting.
B. Representing the Reading Police Department bargaining units in investigating and processing grievances beginning with the Chief of Police.
C. Replacing a grievance representative who is absent to otherwise unavailable.
D. Notifying the Employer of any intent to invoke any steps of grievance beyond the Chief of Police.
E. General supervisory review of all grievances.
F. Acting as liaison between the Employer and the Labor Council.
G. Annually, or as needed, to file report with the Chief of Police, and the Safety/Service Director on grievances brought to his attention.

ARTICLE 9
GRIEVANCE PROCEDURES

Section 9.1 **Definition of a Grievance:** A grievance is a difference if opinion or dispute between the parties concerning the meaning, or interpretation of the expressed terms or any parts of this Agreement, unless otherwise specifically excluded.

Section 9.2 **Employee Rights in Grievance:** In all grievance proceedings the employee has the right to represent himself or to be represented as set forth in this Agreement or provided at his own expense, legal counsel.

Section 9.3 **Grievance Form:** Written grievances shall be submitted only on a form as mutually approved by Employer and employee and shall include the following information: a statement of the grievance and the facts involved; the article and section of the Agreement in dispute; the remedy requested; the signature of the employee, his grievance representative, and/or both.

Section 9.4 **Grievance Steps:** All grievances shall be settled in the following manner, except those relating to layoff, suspension, demotion or discharge, which shall be filed directly to step 3.

STEP 1: The aggrieved employee and/or his grievance representative shall orally present the fact to his immediate supervisor within fifteen (15) calendar days of the date on which the grievance arose or which the employee became aware of the grievance. The supervisor shall render a decision within five (5) calendar days from the date on which the grievance was submitted, and present same to the aggrieved employee and/or his grievance representative.

STEP 2: If the grievance is not resolved in Step 1, the employee or his grievance representative shall submit the grievance, in writing, to his appropriate immediate supervisor, who shall within three (3) calendar days render his response, in writing, as given the employee in Step 1 and forward the grievance to the Chief of Police. The Chief of Police shall within seven (7) calendar days from the receipt of the grievance call a meeting, which may include the immediate supervisor, the aggrieved employee and/or his grievance representative, and the grievance coordinator. The Chief of Police shall render a written decision within seven (7) calendar days from the completion of the hearing.

STEP 3: If the grievance is not resolved in Step 2, the employee and/or the grievance coordinator, within thirty (30) calendar days from the receipt of the Chief of Police's response to the grievance, or a grievance relating to layoff, suspension, demotion or discharge, may appeal the grievance by filing written notice with the Safety/Service Director of the City of Reading. The Safety/Service Director shall within five (5) calendar days from receipt of the appeal notify the grievance

coordinator of receipt of the appeal and shall schedule a hearing within thirty (30) calendar days which may include himself, the aggrieved employee and/or his grievance representative, the grievance coordinator, and a representative of the Labor Council. The Safety/Service Director shall render a decision within fifteen (15) calendar days from the completion of the hearing, by sending written notice to the Labor Council representative, the aggrieved employee, and the grievance coordinator.

STEP 4: Should an employee grievant, after receiving the written response to his grievance at Step 3 of the Grievance Procedures still feel that the grievance has not yet been resolved to his satisfaction, he may, with the approval of the Labor Council, request it be heard before an Arbitrator. The Labor Council shall make application to the Safety Service Director for Arbitration within twenty (20) calendar days of receipt of the written response from Step 3. Within twenty (20) calendar days following the Safety Service Director's receipt of the Labor Council's application for Arbitration the Safety Service Director or his designate and the Labor Council representative or his designate will consult and attempt to resolve the dispute and/or attempt to select an impartial Arbitrator by mutual agreement. If no agreement is reached at this meeting, a joint letter requesting of the Federal Mediation and Conciliation Service shall be issued forthwith requesting a list of nine (9) Arbitrators with National Academy of Arbitrators credentials (Ohio panel) and domiciled in Ohio. Both the Union and the City each have the right to reject on list of arbitrators and request another list. The cost of obtaining the list of arbitrators shall be paid by the party requesting the list. Upon receipt of such names, the Labor Council and management shall alternatively cross off one (1) name until one (1) name remains, the person being selected with the wishes of the Management, the Labor Council, and the availability of the Arbitrator.

Section 9.5 The decision of the Arbitrator shall be binding on all parties. The cost of the Arbitrator shall be equally shared by the Employer and the Labor Council. The expense of expert witnesses shall be paid for by the party producing same. The employee filing the grievance shall have the right to have representation of the Labor Council at anytime after Step 1 of the Grievance Procedure.

Section 9.6 The time limits imposed in this section may be extended at any step by written agreement of both parties in that Step, by in no case any longer than ten (10) calendar days. A grievance not answered by the Employer within the stipulated time to answer or respond as set forth above shall be deemed denied, and may be advanced by the Employee to the next step in the grievance/arbitration procedure. A grievance not submitted to the next higher step of the grievance/arbitration procedure within the stipulated time limits set forth above shall be deemed settled on the basis of the Employer's last answer.

Section 9.7 In any grievance filed by a class of employees, that class shall select one (1) employee to represent them as the aggrieved employee.

Section 9.8 The aggrieved employee, the grievance representative, and the grievance coordinator shall be released from normal duty hours, without loss of pay or benefits, to present, process, and investigate all grievances, upon request, and with the approval of the Chief of Police and the Safety/Service Director.

ARTICLE 10
CORRECTIVE ACTION AND RECORDS

Section 10.1 **Corrective Action for Cause:** No employee shall be reduced in pay or position, suspended, removed, or reprimanded except for just cause.

Section 10.2 **Progressive Action:** The principles of progressive corrective action, as recognized and defined by the City of Reading will normally be followed with respect to conduct which could not be a violation of law or classified as gross misconduct. The progression normally includes a verbal reprimand before a written reprimand, a written reprimand before a suspension, and a suspension before a dismissal for the same related offense. The Chief of Police or the Safety Service Director may determine that a different sequence is required.

Section 10.3 **Actions of Record:** When a inquiry concerning an employee occurs wherein corrective action of record (written reprimand, suspension, reduction or removal) may result, the employee, at the conclusion of the investigation, will be notified of the result, in writing, within seven (7) calendar days.

Section 10.4 **Pre-Disciplinary Hearing:** Whenever the Employer determines that an employee may be disciplined for just cause that could result in suspension, reduction, or termination, a pre-disciplinary hearing will be scheduled to give the employee an opportunity to offer explanation of the alleged misconduct. Prior to the hearing, the employee shall be given written explanation of the charges. A pre-disciplinary hearing, if any, shall be completed within thirty (30) calendar days from the presentation to the employee of the written explanation of charges. Any disciplinary action to be administered must be issued within forty-five (45) calendar days of the hearing.

Section 10.5 Pre-Disciplinary hearings will be conducted by the Safety/Service Director and/or the Chief of Police. The employee may choose to:

1. Appear at the hearing to present oral or written statements in his defense.
2. Appear at the hearing and have an employee or non-employee representative of the FOP present oral or written statements in his defense.
3. Elect in writing to waive the opportunity to have a pre-disciplinary hearing.

Section 10.6 At the pre-disciplinary hearing, the hearing officer(s) will ask the employee or his representative to respond to the allegations of misconduct which were outlined to the employee. At the hearing, the employee may present any testimony, witnesses, or documents which he feels may be germane to the charges. The employee shall provide a list of witnesses, if any, to the employer as far in advance as possible, but not later than eight (8) hours prior to the hearing. It is the employee's responsibility to notify his witnesses that he desires their attendance at the hearing. Witnesses appearing on behalf of the Employee who are off duty city employees shall receive no compensation from the City for time expended as a witness for the Employee.

Section 10.7 The employee will be permitted to confront and cross examine witnesses called by the employer. The employer will decide what discipline, if any, is appropriate. A copy of the hearing officer(s) decision will be provided to the employee within ten (10) calendar days following the hearing.

Section 10.8 Disciplinary action may be appealed through the grievance and arbitration procedure. Written reprimands may be appealed beginning at Step 2(Chief of Police) of the grievance procedure, but are not subject to arbitration. Grievances concerning the disciplinary actions of suspension, reduction of rank or termination shall be submitted directly to Step 3 (Safety-Service Director) and may be subject to arbitration if not resolved therein. Appealable disciplinary actions must be filed at the appropriate level of the grievance procedure within the time limits as is contained in Article 9 of this agreement.

Section 10.9 The bargaining unit employee under investigation shall be entitled to the presence of an employee representative, (or non-employee FOP representative), at any questioning of the member, unless the member consents in writing to being questioned outside the presence of the non-employee representative

Section 10.10 The City and the Union agree that all disciplinary procedures shall be carried out in a private and businesslike manner.

Section 10.11 **Recognition of Right to Legal Counsel:** All employees have the right to legal counsel/representation as provided by law if the Employee is the subject of a criminal investigation.

Section 10.12 **Review of Personnel Files:** All employees shall be allowed to review any part of his personnel file, upon written request, and such written request, shall remain a part of the personnel file. Such request shall be made to the Chief of Police and review of the files shall be made in the presence of the Chief of Police or his designated representative. The Employer shall take all necessary actions to comply with the Ohio Public Records Act including dissemination of public

or confidential records in an employee's personnel file. Any employee may copy documents in his file for personal use at his own expense. The Chief of Police may, at his own discretion, provide copies without charge.

Section 10.13 **Inaccurate Documents:** Should any employee have reason to believe that there are inaccuracies in documents contained in his files, he will make written notification to the Chief of Police explaining the alleged inaccuracy. The Chief of Police shall attach the employee's written notification to the document in the file and note thereon his concurrence or nonconcurrence with the content of the employee's written notification.

Section 10.14 **Performance Evaluations:** An employee's signature on any performance evaluation shall be viewed by the parties hereto only as a representation that the employee has read it; it shall not be viewed as a representation that the employee concurred in any or all of the contents or comments hereon. The employee shall be the last person to sign an evaluation and no evaluative comments may be made on record copies thereafter. The employee shall receive a copy of the evaluation in its final form.

Section 10.15 **Notice of Change:** All employees will be provided, in writing, with a copy of any additions, deletions, or modifications made to all personnel files in all matters related to discipline.

ARTICLE 11
HOURS OF WORK

Section 11.1 **Pay Periods:** Salaries and wages for employees shall be payable bi-weekly.

Section 11.2 **Shifts (Tours of Duty):** Lieutenants, Police Officers and Dispatchers There shall be three (3) shifts (reliefs) each comprised of eight and one half (8 1/2) consecutive hours (tours of duty), for all employees regularly scheduled to road patrol and dispatching functions. Shifts shall rotate in the following manner: first (1st) shift shall rotate to second (2nd) shift; second (2nd) shift shall rotate to third (3rd) shift. Third (3rd) shall rotate to first (1st) shift. This in no way shall limit the Chief of Police's authority and responsibility in assuring the safe and efficient operation of the Police Department, and affecting special assignments of the Police Department, and affecting special assignment of working hours to achieve the mission of the Police organization.

Section 11.3 Prior to January 1, 2011 FOP/OLC Union members were required to reimburse the City of Reading sixteen (16) hours of straight pay per calendar year to balance yearly hours worked requirements created by the four (4) days worked, two (2) off days schedule. As of January 1, 2011 FOP/OLC Union members are

required to reimburse the City of Reading eight (8) hours of straight pay per calendar year to balance yearly hours worked requirements.

ARTICLE 12 WAGES

Section 12.1 **Wages and Salaries:** Effective the beginning of the first full pay period of 2016, wage and salary rates for bargaining unit personnel shall be as set forth below:

CLERK/DISPATCHER

	A	B	C	D	E	F	G	H	I
2016 ANNUAL RATE	$44,410.81	$46,187.86	$48,035.71	$49,956.54	$51,954.90	$54,032.73	$54,642.70	$55,373.94	$55,861.73

PATROL OFFICER

	A	B	C	D	E	F	G	H
2016 Annual Rate	$53,751.62	$55,364.21	$57,025.33	$58,736.10	$61,405.40	$63,857.13	$66,409.74	$69,066.89

LIEUTENANT shall be 15% greater than Patrol Officer Step H Rate.

	A
2016 Annual Rate	$79,426.92

Effective the beginning of the first full pay period of 2017, wage and salary rates for bargaining unit personnel shall be as set forth below:

CLERK/DISPATCHER

	A	B	C	D	E	F	G	H	I
2017 ANNUAL RATE	$45,076.97	$46,880.68	$48,756.24	$50,705.89	$52,734.22	$54,843.22	$55,462.34	$56,204.55	$56,699.66

PATROL OFFICER

	A	B	C	D	E	F	G	H
2017 Annual Rate	$54,557.89	$56,194.67	$57,880.71	$59,617.14	$62,326.48	$64,814.99	$67,405.89	$70,102.90

LIEUTENANT shall be 15% greater than Patrol Officer Step H Rate.

	A
2017 Annual Rate	$80,618.34

Not less than ninety (90) days, nor more than one hundred and twenty (120) calendar days prior to January 1, 2018, the parties agree to reopen negotiations regarding the issue of wages for 2018.

FTO Compensation: Members assigned to the position of Field Training Officer (FTO) shall receive an additional forty cents ($.40) per hour for each hour the employee is assigned and performing the duties of an FTO.

1. The annual salary for Lieutenant's is determined by adding fifteen percent (15%) rank differential to the annual salary of the top step Patrol Officer.

   Clerk/Dispatchers shall serve six (6) months in the Step to which they were appointed and one year in each Step thereafter until the top step is reached.

   Patrolmen shall serve one (1) year in each Step before entering the top Step.

   The Employer will not implement a merit pay plan unless agreement on a plan is reached with the FOP.

2. Pension Pickup. The City shall provide a Pension Pickup program by the salary reduction method, deducting the employee contribution from the gross salary each year.

ARTICLE 13
OVERTIME COMPENSATION

Section 13.1 All hours worked in excess of an employee's work day, and all hours worked in excess of the standard work period shall be considered overtime and shall be compensated at the rate of one and one-half (1½) times his regular straight time hourly rate of pay. There shall be no pyramiding of overtime for the same hours worked or for premium hours paid (i.e., court time).

Section 13.2 All work required to be performed by an employee on a regularly scheduled off-day, and all work performed on an eighth (8th) consecutive work day and each day thereafter until relieved by the Employer, shall be compensated at two (2) times the regular hourly rate for all hours worked.

Section 13.3 All employees shall receive 1½ (one and one-half) times their regular hourly rate as compensation for all appearances during off duty time before any official court or before the prosecutor for pretrial conferences on matters pertaining to or arising from the employee's official duties except that an employee working third (3rd) shift prior to and following Mayor's Court appearances shall receive two

(2) times their regular hourly rate of pay and the following shall apply: a minimum of 3 (three) actual hours overtime pay shall be allowed for all court appearances. As used herein, the term court appearance shall include all Mayor's Courts, local and state courts of records both civil and criminal, Federal Courts both civil and criminal, Ohio Liquor Control Board, probation and parole hearings, any out-of-state county/state court from which a subpoena or other official notification is received. Civil Service Commission hearings, and any hearing, hearing board, committee, or commission created by or recognized by the City of Reading, with or without subpoena authority. No overtime compensation shall be allowed for any court appearance if such appearance is made during the employee's regularly scheduled work period. Any and all witness/court fees received by employees who are otherwise compensated for the court appearance shall be surrendered to the General Fund. An employee released from jury or witness duty prior to the end of his scheduled work day shall report to work for the remaining hours. Employees will honor any subpoena issued to them, including those from Workers' Compensation, Unemployment Compensation, and State Employment Relations Board Hearings. The Employer is not required to pay employees when appearing in court for criminal or civil, or administrative proceedings, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with a juvenile, or other matters in which the employee has a direct or indirect personal interest, etc. There absences would be leave without pay, vacation, or compensatory time at the discretion of the employee. An employee shall request prior approval for court leave, in order for such leave to be granted.

Section 13.4 All employees who are required to work two (2) scheduled eight (8) hour tours of duty, and said not having had a minimum break of fifteen (15) hours between said schedule tours, and the second eight (8) hour tour of duty is not compensated under any other provision of this section shall be compensated at one and one-half (1½) day tour of duty change shall not be considered in the above.

Section 13.5 Call-In Pay: Any employee required to work at a time outside of his/her regularly scheduled shift, which does not abut his regularly scheduled shift, shall be paid the greater of the actual time worked or a minimum of three (3) hours at the overtime rate (excludes off and holiday pay as stated elsewhere in this agreement).

Section 13.6 Provisions of section 13.4 shall not apply to any employee hired on or after January 1, 1991 and assigned as a "Swing Dispatcher". Said employee shall be advised of same upon employment with the City.

Said assignments will be made based on seniority or at the request of a more senior dispatcher who must waive in writing the sixteen (16) hour interval requirement of section 13.4 and assume said assignment for a maximum of one (1) year. Said assignment will normally be from January 1 to December 31 of any

calendar year.

All other provisions for premium overtime pay contained in Section 13.4 shall apply.

Section 13.7 Compensatory time off in lieu of overtime pay is authorized. The following provisions apply:

a. Both the employer and the employee must agree that the overtime is to be logged as compensatory time.

b. Compensatory time will be paid at the appropriate overtime rate as specified in this contract.

c. Use of compensatory time will be granted if it does not unduly disrupt operations as determined by the Chief of Police or his direct representative.

d. Accrual of compensatory time will be limited to a maximum of one hundred (100) hours.

e. The employer may freely substitute in cash, in whole or part, for compensatory time.

f. The employee may elect to be paid for accrued compensatory time, in whole or in part, in the first pay period in either: March, June, September, or December.

g. Upon termination of employment the employee will be paid for unused compensatory time at the current base rate.

Section 13.8 In the event that the parties mutually agree to implement an alternative permanent or trial work schedule, portions of this agreement may be modified in order to accommodate the new schedule. The parties must reach a mutual agreement prior to any unilateral changes in the work schedule.

ARTICLE 14
LONGEVITY

Section 14.1 Employees shall be entitled to Longevity Pay at a rate of Thirty-Five Dollars ($35.00) per year for each year of employment following the completion of the second year of employment. Years of service shall be applicable only for service performed as an employee of the Reading Police Department, and the years of service must be consecutive. Longevity Pay shall be paid semi-annually on the first payday in June and the first payday in December of each year.

ARTICLE 15
HOLIDAYS

Section 15.1 Employees shall be paid for the following Holidays:

New Year's Day	Memorial Day
Easter Sunday	Labor Day
Independence Day	Christmas Eve Day
Thanksgiving Day	New Year's Eve
Christmas Day	one-half day for Good Friday

a. Employees who work on holidays will be paid at three (3) times their basic hourly rate.

b. Employees who do not work on holidays shall be paid for eight and one half (8 1/2) hours at the basic hourly wage rate.

c. Employees shall receive three (3) personal days per year. Personal days shall become available to employees on January 1 of each year and must be used before the end of each calendar year. Personal days shall be used at the discretion of the employee (schedule permitting).

ARTICLE 16
SICK LEAVE

Section 16.1 All employees shall earn sick leave at the rate of four and six-tenth (4.6) hours per completed pay period. Sick leave earned is pro-rated for periods of less than full pay for a pay period. Sick leave is not earned for overtime and premium hours worked or paid. Sick leave is accumulated without limit.

Section 16.2 The Employer shall pay up to one thousand, four hundred and forty (1440) hours of unused and accumulated sick leave earned in the employ of the Employer, when such individual retires from employment provided he has served a minimum of five (5) years in the Employer's employ and was hired prior to January 1, 2013.

Section 16.3 The employer shall pay up to nine hundred sixty (960) hours of unused and accumulated sick leave earned in the employ of the Employer, when such individual retires from employment provided he has served a minimum of five (5) years in the Employer's employ and was hired on or after January 1, 2013.

ARTICLE 17
INJURY LEAVE

Section 17.1 If an employee sustains an injury, disability, or occupational disease as a result of and arising out of his employment, and such injury, disability, or occupational disease meets the below listed criteria, the employee may be eligible for injury leave.

Section 17.2 To be eligible for injury leave, the injury must be incurred as a direct result of performing as assigned or sworn function within the scope of the employee's authority, and must not be the result of "horse play", negligence, recklessness or self-infliction by an employee.

Section 17.3 The granting of injury leave is a matter of administrative discretion and the Employer will decide in each individual case if injury leave is to be granted.

Section 17.4 Injury Leave, with full pay, when granted, commences on the eighth (8th) consecutive calendar day of absence (if the absence is for a period longer than fourteen (14) calendar days, the leaves is retroactive to the first day of absence), and is for a period not to exceed six (6) calendar months. Extension of injury leave beyond six (6) months may be granted at the discretion of the Safety/Service Director on a case by case basis.

Section 17.5 An employee applying for injury leave with pay shall file a claim with the Ohio Bureau of Workers' Compensation as soon as possible. Upon approval of the claim by the OBWC, if the claim is retroactive to the first (1st) day of absence, and sick leave, compensatory time, or vacation used by the employee during the first eight (8) days of absence shall be restored to his credit. The employee shall remit to the Employer all income benefits paid by the OBWC for the period of paid supplemental injury leave. The Employer's only obligation under this provision is for the difference between the employee's regular rate of pay and the amount of income benefits paid to the employee of the OBWC, and that paid injury leave is not in lieu of the OBWC benefits.

Section 17.6 An employee unable to return to work at the end of the six (6) month paid injury leave shall be placed on unpaid injury level for a period not to exceed one (1) year. During this time the employee may supplement the difference between his OBWC benefits and his regular rate of pay by using accrued sick leave or vacation time, provided his executes a signed agreement with the Employer pursuant to OBWC regulations.

Section 17.7 In lieu of granting injury leave, the Employer may assign the employee to light duty with the approval of and within the limitation set by the employee's treating physician.

Section 17.8 An employee applying for injury leave shall authorize the release to the Employer of all medical information pertinent only to the occupational injury or illness possessed by the employee's treating physician(s) and treatment facility(ties), if so requested by the Employer or its designee, and/or shall agree to be examined by a licensed medical practitioner selected and paid for by the Employer. During the period of injury leave, the Employer may request that an employee submit to a periodic evaluation by a licensed medical practitioner selected and paid for by the Employer.

Section 17.9 During period of injury leave, the affected employee shall not accrue sick leave or vacation leave. The Employer shall continue to provide all insurance benefits under Article 22 of this Agreement to employees on paid or unpaid injury leave.

ARTICLE 18
VACATION LEAVE

Section 18.1 All employees, after service of one (1) year with the City of Reading shall have earned and will be due upon attainment of the first year of employment, and annually thereafter, one hundred and twelve (112) hour of vacation leave with full pay. An employee with nine (9) or more years of service shall heave earned and is entitled to one hundred and sixty-eight (168) hours of vacation leave with full pay. An employee with sixteen (16) or more years of service shall have earned and is entitled two hundred and twenty-four (224) hours of vacation leave with full pay. AN employee with twenty-five (25) or more years of service shall have earned and is entitled to two hundred and seventy-two (272) hours of vacation with full pay. Such vacation leave shall accrue to the employee at the rate of four and thirty-one hundredths (4.31) each bi-weekly period for those entitled to one hundred and twelve (112) hours per year; Six and forty-six hundredths (6.46) hours each bi-weekly period for those entitled to one hundred and sixty-eight (168) hours per year; eight and sixty-two hundredths (8.62) hours each bi-weekly period of those entitled to two hundred and twenty-four (224) hour per year; and ten and forty-six hundredths (10.46) hours each bi-weekly period for those entitled to two hundred and seventy-two (272) hours per year.

Section 18.2 Any employee not in full pay status during any bi-weekly pay period shall accrue vacation leave for that pay period based upon the formula of the number of hours paid divided by eight (8) hours multiple by the vacation accrual rate of the employee. The rate will be recorded to the second decimal.

Section 18.3 Employees may maintain a vacation balance of up to forty (40) hours in excess of their annual entitlement. For purposes of transition of those employees who, at the time of execution of this Agreement, have more vacation to their credit than is permissible under this subsection, said excess balances shall be protected.

Section 18.4 Upon separation from service, an employee shall be entitled to compensation at his current rate of pay for all accrued and unused vacation leave to his credit, not to exceed the value of the amount accrued for one year's service plus forty hours.

Section 18.5 Vacation leave is scheduled with the approval of the Police Chief. An employee unable to take all of his vacation prior to the end of the vacation year shall be paid for any amount not taken, except that the employee may reserve forth (40) hours of vacation pursuant to subsection 3 of this Section.

ARTICLE 19
WORKING IN A HIGHER CLASSIFICATION

Section 19.1 Employees working in a higher classification during a period of fifteen (15) or more consecutive calendar days shall be paid at the rate of the higher classification, starting with the sixteenth (16th) calendar day. No reassignments will be made to avoid payment of this benefit. Employees working in a higher classification because the individual, whose place he is taking is on vacation, shall be paid at the rate of the higher classification for those days worked beginning with day one. Payment for working in a higher classification shall be made with the next regular paycheck.

ARTICLE 20
WEAPON ALLOWANCE

Section 20.1 All Lieutenants and Patrolman shall receive a sum of Two Hundred Dollars ($200.00) for carrying a weapon at all times while in the City of Reading. Said weapons must conform to the applicable firearms policy of the Reading Police Department. Payment for weapon allowance shall be made semi-annually on the first payday in June and the first payday in December of each year.

ARTICLE 21
CLOTHING AND EQUIPMENT ALLOWANCE

Section 21.1 All Patrol Officers and Lieutenants shall receive an annual allowance after completion of the first year of service, of seven hundred fifty dollars ($750.00), and Police Clerk/Dispatchers shall receive an annual allowance after completion of the first year of service, of six hundred dollars ($600.00), for the purchases of uniforms, accessories, or police equipment, said sum to be payable to the person, firm, or corporation furnishing same. An initial appointment uniform allowance of one thousand fifty dollars ($1050.00) shall be provided to all newly appointed Patrolmen, and in addition the Employer shall provide all newly appointed Patrolmen with a suitable weapon. Said weapon must confirm with the applicable firearms policy of the Reading Police Department, and said revolver shall remain

the property of the Employer. An initial appointment uniform allowance of five hundred dollars ($500.00) shall be provided to all newly appointed dispatchers. Police Clerks shall receive the same clothing benefits as received by the General Office clerical staff of the Employer. All items purchases with an initial appointment uniform allowance shall remain the property of the Employer until employee begins his second year of service. Any employee promoted to the next higher rank that will demand a different style of dress uniform shall receive an additional clothing allowance of one hundred dollars ($100.00) at the time of promotion. Any uniforms, accessories, or equipment damaged in the line of duty, other than normal wear or caused by an act of negligence, shall be replaced by the Employer. Employees shall have all request for uniforms, accessories and police equipment submitted no later than November 30th of each year, however the employer will not deny the purchase of uniforms, accessories and police equipment after November 30th and prior to January 1st of the following year when such request is made due to the uniforms, accessories or police equipment being damaged or otherwise rendered unusable or unsuitable for use.

Section 21.2 If, during the life of this agreement, the Employer requires the employee to wear a new issue style uniform, the Employer will supply at no cost to the employee an initial new uniform allotment of three (3) short sleeve shirts, three (3) long sleeve shirts and three (3) pants (if applicable). The employee thereafter will be responsible for maintaining the new issue uniform.

ARTICLE 22
INSURANCES

Section 22.1 The Employer shall make available to all bargaining unit employees medical benefit coverage, comparable to, or better than current benefit levels.

Section 22.2 The Employer additionally agrees to provide group term life insurance in the amount of twenty five thousand dollars ($25,000.00), with an additional accidental death and dismemberment rider according to current policy. Effective January 1, 2006, the Employer shall pay 100% of the cost of term life insurance.

Section 22.3 The Employer agrees to pay as of the first pay period (January 1, 1991) all premiums for he above stated coverage. Effective July 1, 1991, the employee of the bargaining unit will pay 15% of any additional increases in premiums and the employer will pay the remaining 85% of the premiums for said coverage, provided that all employees of the City of Reading participate to said level. In the event that other city employees are not required to participate at said percentages members of this bargaining until will not be required to contribute or participate by contributing to said premiums.

Section 22.4 Effective January 1, 2006, the premium for health insurance, which includes dental and vision coverage shall be paid as follows: 85% by the employer,

15% by the employee, provided that all employees of the City of Reading participate to said level. In the event that other city employees participate at a lower percentage, members of this bargaining unit will participate at that level.

Section 22.5. Effective August 1, 2008, If an employee selects a High Deductible Health Plan (HDHP) offered by the city, the Employer agrees to contribute to the employee's Health Care Savings Account (HSA) 90% of the required yearly deductable for that HDHP. The yearly contribution schedule for the funding of an Employee's HSA will be as follows:

08/01:	First quarter deposit	(25% of pledged funds)
10/01:	Second quarter deposit	(25% of pledged funds)
01/01:	Third quarter deposit	(25% of pledged funds)
04/01:	Fourth quarter deposit	(25% of pledged funds)

Section 22.6. The Employer agrees to accelerate the HSA contributions for employees who have incurred qualified medical expenses that exceed the Employer's year to date HSA contributions. To be eligible for the accelerated HSA contributions, the Employee must be enrolled in the HDHP and established an HSA. The employee must complete and submit the proper form provided by the Employer along with documentation of the employees expenses. Furthermore, the request must be for medical expenses that (1) have been incurred, (2) are not covered under any other healthcare plan, policy or insurance and (3) be eligible for reimbursement under HSA. Once these conditions are met, the Employer agrees to accelerate deposits into the Employees HSA in $100 increments until the Employees account is balanced or the total yearly pledged funding amount is reached.

ARTICLE 23
PURCHASE OF WEAPON

Section 23.1 At the time of retirement, employees may purchase their weapon from the City of Reading for the sum of One Dollar ($1.00).

ARTICLE 24
PAYMENT AT DEATH

Section 24.1 In the event of an employee's death, said employee having accumulated unused, or otherwise uncompensated, compensatory time, shift differential, holidays, longevity, working in a higher classification, weapon allowance, sick time, or vacation level, all such compensation due shall be paid to his designated beneficiary or if no beneficiary is so designated, to his estate.

ARTICLE 25
FRATERNAL ORDER OF POLICE LEAVE

Section 25.1 One (1) employee who is an office holder in the Fraternal Order of Police and is designated by the Organization as a delegate shall be allowed up to three (3) days of with pay to attend the State and/or National conference of that organization, provided he gives thirty (30) calendar days advance notice.

ARTICLE 26
JURY DUTY LEAVE

Section 26.1 Any employee who is subpoenaed for any type of duty by the government of the United States, State of Ohio, Hamilton County, Ohio or any other political subdivision of the State of Ohio, shall be paid full salary while serving such duties. Any fees received by the affected employee for such jury duties shall be turned over to the General Fund.

ARTICLE 27
LAW ENFORCEMENT OFFICERS PROFESSIONAL LIABILITY

Section 27.1 The Employer agrees to indemnify and defend any bargaining unit employee from actions arising out of the lawful performance of his official and/or assigned duties.

ARTICLE 28
EDUCATIONAL ACHIEVEMENT

Section 28.1 Each full-time Employee who has successfully served his probationary period shall be eligible to be reimbursed up to five thousand dollars ($5,000.00) during the term of his career with the Employer for the successful completion of accredited college courses and/or degree in an employment related field. To receive such reimbursement, the full-time Employee must (a) receive prior written approval from the appropriate city authority, (b) he or she must receive a passing grade of "C" or better, (c) provide proof of attendance, and (d) attach a copy of grade report prior to final request for reimbursement.

Section 28.2 Reimbursement may be made for tuition, books and supplies. All reimbursement will be deducted from the $5,000.00 "bank" available to the employee.

ARTICLE 29
BEREAVEMENT LEAVE

Section 29.1 In case of death in an employees' immediate family, which shall mean spouse, child, stepchild, parent, sibling, father-in-law, mother-in-law, grandchild,

stepparent, grandparent the employee shall be entitled to three (3) days of with pay, not to be deducted from his sick leave. In case of death outside the above, but within the family structure, or in case of serious illness within the immediate family, employees shall be entitled to use up to three (3) days of sick time.

ARTICLE 30
FAMILY AND MEDICAL LEAVE

Section 30.1 Family and Medical Leave is for the employee to care for his own serious health condition, to care for his spouse, child or parent who has a serious health condition, or because of the birth, adoption or foster placement of a child, the employee shall be entitled to a family and medical leave of up to twelve (12) weeks per year, according to the Employer's current policy. It is intended that this Section comply with the Family and Medical Leave Act of 1993 and that the parties shall take such actions as to ensure compliance.

ARTICLE 31
LAYOFF AND RECALL

Section 31.1. Employees may be laid off due to lack or work or funds, the following layoff procedures shall be followed.

Section 31.2. When the Employer determines that a layoff or job abolishment is necessary, it shall notify the effected employees fifteen (15) calendar days in advance of the effective date of layoff by hand-delivery and signed by the employee or by certified mail. The Employer shall send a copy of the layoff or job abolishment notice to the F.O.P. staff Representative. The Employer, upon request from the F.O.P., agrees to discuss, with a representative of the F.O.P., the impact of the layoff on the bargaining unit employees.

Section 31.3. The Employer shall determine in which classification layoffs will occur and layoffs of bargaining unit employees will be by classification. Employees shall be laid off within each classification in the inverse order of classification seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. An employee may displace a less senior employee (departmental seniority) in a classification previously held, or qualified to hold (or fill a vacancy) provided, the employee meets the minimum qualifications required without more than two (2) weeks training. All temporary, intermittent, seasonal, and part-time employees of the Department will be laid off before full-time employees.

Section 31.4. When employees are laid off, the Employer shall create a recall list for each classification with layoffs for a period of three (3) years or for the employee's length of seniority, not to exceed five (5) years. The Employer shall recall employees from layoff within each classification as needed, provided the

employee, if required, maintains his peace officer certification. The Employer shall recall such employees according to seniority, beginning with the most senior employee in the classification and progressing to the least senior employee up to the number of employees to be recalled. When the Employer recalls persons off the list, they shall be recalled to their previous classification, but not necessarily to the shift in which they were working when laid off. Full-time employees with recall rights shall be given the right to reinstatement before any temporary, part-time, intermittent, seasonal or other employees may be hired or reinstated in their classification. If an employee has bumped into a lower rank, the employee shall be reinstated to a vacancy in the employee's prior rank before any position in that rank is filled.

Section 31.5. Employees who are reinstated shall be reinstated at the same pay scale at which the employee was making at the time of layoff without loss of any seniority or increases.

Section 31.6. Notice of recall shall be sent to the employee by certified or registered mail with a copy to the F.O.P. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 31.7. The recalled employee shall have five (5) calendar days following the date of receipt of the recall notice to notify the Employer of the intention of return to work. 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. Bargaining unit employees who are recalled but do not accept a position, fail to notify the Employer within the established time frame of intent to return to work, or fail to report for duty within the time specified in the Layoff and Recall Article shall be removed from the list.

Section 31.8. The employee shall have fourteen (14) calendar days after notification to return to work unless a different time is agreed to by employee and Employer.

Section 31.9. This Article specifically supersedes Section 124.321 through 124.328 of the Ohio Revised Code as it relates to municipalities and the civil service rules and regulations.

ARTICLE 32
DURATION

Section 32.1 This agreement shall be effective January 1, 2016 except as otherwise indicated in Article 12, through December 31, 2018. This agreement shall automatically be renewed for successful periods of one (1) year thereafter, unless either party shall have notified the other in writing, not less than ninety (90) days

nor more than one hundred and twenty (120) calendar days prior to the expiration of this agreement that it desires to modify, amend or terminate this agreement.

IN WITNESS WHEREOF, the parties hereunto signed by their representatives this 13th day of January, 2016.

For the City of Reading, Ohio:

Robert "Bo" Brooks

For the Fraternal Order of Police, Ohio Labor Council, Inc.: