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AGREEMENT BETWEEN

THE CITY OF MONROE

AND THE

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

(Sergeants)

EFFECTIVE: June 1, 2011 to May 31, 2014

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ARTICLE 1
AGREEMENT AND PURPOSE

1.1 This Agreement is between the City of Monroe, Ohio, hereinafter referred to as the "Employer" or "City," and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "Union" or "OPBA," a labor organization as defined in Chapter 4117 of the Ohio Revised Code.

1.2 This Agreement is made for the purpose of promoting cooperation and continuous harmonious relations between the Employer, its Employees, and the Union.

ARTICLE 2
RECOGNITION, MEETINGS, BULLETIN BOARD

2.1 Recognition. The Employer recognizes the Union as the sole and exclusive representative for all full-time Employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board as follows:

Included: All full-time police sergeants;

Excluded: Chief, all other Employees.

2.2 Meetings. In the interest of sound labor/management relations, once each quarter or as mutually agreed, the Employer and/or designee(s) shall meet with not more than two members of the bargaining unit, upon written request, for the purpose of:

a. disseminating general information of interest to both parties

b. giving the Union representatives the opportunity to share views of their members and/or suggestions on the subjects of interest to their members;

c. discussing ways to improve efficiency and safety and health issues within the department;

d. promoting harmonious relations between Employer and the Union in the best interest of the community.

2.3 Bulletin Board. Bulletin board space will be provided within the Police Department facility for use by the Union and members of the bargaining unit. The City may post notices on the board of matters relating directly to police business and vacancies within the Police Department. The Union may post on the board notices relating to recreational and social events applicable to members of the bargaining unit; election or election results; general membership meetings and other related business meetings; general Union business of interest to members of the bargaining unit.

2.4 Union Activity. Employees shall be permitted, upon reasonable notice to the Chief or designee, to conduct Union related activity during working hours so long as it does not unreasonably interfere with departmental operations.

ARTICLE 3
ASSOCIATES/UNION BUSINESS

3.1 The Union is authorized to select one (1) associate and one (1) alternate to conduct approved Union business for the bargaining unit. The associate/alternate upon giving reasonable notice, and upon authorization from the Chief or his/her designee, may be allowed reasonable time off without loss or gain in pay to investigate a grievance, consult with the Employer in processing a grievance, or to assist in the settlement of disputes. Permission to investigate and/or process a grievance or attend a disciplinary hearing during on duty time is at the sole discretion of the Employer. In addition, the Director and or his or her alternate will each be permitted to utilize sixteen (16) hours of paid leave, other than sick leave, annually, for the purpose of attending union-related training and/or attending to other union business. Said union leave will be granted upon reasonable notice to the Employer.

ARTICLE 4
MANAGEMENT RIGHTS

4.1 The Union recognizes that the City shall have the exclusive right to manage the operations, control the premises, direct the work force and maintain efficiency of operations. Among the City's management rights, but not by way of limitation, are the following:

(1) To direct and evaluate the work of Employees;

(2) To determine the mission of the department and the personnel, methods, means, and procedures necessary to most efficiently fulfill that mission;

(3) To determine the size and composition of the work force;

(4) To suspend, discipline, reduce or discharge Employees for cause;

(5) To lay off Employees or abolish positions;

(6) To hire, schedule, promote, demote, transfer and assign Employees;

(7) To recruit, select, and determine the qualifications and characteristics desired in new hires;

(8) To schedule or not schedule overtime as required in the manner most advantageous to the requirements of efficient department operations;

(9) To determine the locations, size and number of facilities;

(10) To determine the quality standards and level of service required;

(11) To schedule Employees and establish their hours and days of work;

(12) To select the type, quantity and quality of equipment, tools and machinery to be used in the methods of operating them and the responsibilities therefore;

(13) To establish and require conformance to, rules of conduct including Standard Operating Procedures (SOP's) and Standard Operating Guidelines (SOG's);

(14) To train or retrain Employees as management deems appropriate and to require Employees to maintain certifications, including but not limited to firearms certification;

(15) To generally manage the Police Department's business as it deems best;

(16) To establish, after consultation with the Union, and enforce a tardiness and absenteeism policy permitting discipline, including termination, for any violation thereof; and

(17) To establish, after consultation with the Union, and enforce a Drug and Alcohol Policy permitting discipline, including termination, for any violation thereof.

4.2 It is agreed that the above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein or traditionally exercised by the Employer.

4.3 The City agrees that, to the extent possible, work rules, standard operating procedures and standard operating guidelines that are promulgated shall be reduced to writing with copies to the Union and affected members in advance of their effective date.

ARTICLE 5
NO STRIKES/NO LOCKOUT

The OPBA and the members agree that there shall be no strikes. The term, "strike", shall have the same definition for purposes of this Agreement as contained in 4117.01(H) of the O.R.C. and shall additionally include any effort to use sick leave, to be absent from work without permission, or to abstain from performance of assigned duties if used for the purpose of inducing, influencing or coercing a change in wages, hours, terms or other conditions of employment. In the event that a member is engaged in a violation of this article, the OPBA shall, upon request of the City, and concurrence of the OPBA that an unlawful strike is being engaged in, immediately notify such member that the member is in violation of this Article and direct the member to resume normal work activities. The City may also request the OPBA to publicly denounce any violation of this Article.

The City agrees that it will not lock-out members covered by this Agreement during the course of this Agreement. The term "lock-out" shall have the same definition, for the purpose of this Agreement, as contained in Chapter 4117 of the Ohio Revised Code.

ARTICLE 6
PROBATIONARY PERIOD

Each newly appointed Sergeant shall be required to successfully complete a one (1) year probationary period. The length of the probationary period shall be one (1) year. The calculation of the one (1) year period shall begin the first day for which the Employee receives compensation as a Sergeant from the Employer.

A newly appointed Sergeant may be demoted, at any time during his probationary period, and shall have no appeal rights through the grievance-arbitration procedure or through a Court of Law.

ARTICLE 7
DUES DEDUCTION

7.1 OPBA Dues Deductions. The City agrees to deduct from the wages of any employee who is a member of the OPBA, all OPBA membership dues uniformly required. The OPBA will notify the City from time to time of the dues it charges and its current membership. All members of the Bargaining Unit shall either become dues paying members of the OPBA or, as a condition of continued employment, remit to the OPBA a fair share fee in an amount set from time to time by the OPBA in accordance with the provisions of O.R.C. § 4117.09(C). Said amount shall be deducted from all wages of all such non-members on the same basis as the deductions made for dues from members of the OPBA. Nothing in this section shall be construed to require any employee to become a member of the OPBA. The OPBA agrees to save the City harmless in the event of any legal controversy with regard to the application of this provision. All dues and fair-share fees collected shall be paid over by the Employer once each month to the OPBA.

7.2 Other Deductions. The City further agrees to deduct from the pay of those employees authorizing such deduction, and turn over to the appropriate party, monies designated for the purposes such as credit union, savings bonds, United Appeal, and similar causes in accordance with the City's current policy on payroll deductions. These deductions shall be subject to the City's ability to maintain an efficient payroll procedure.

7.3 Direct Deposit. The City shall provide direct deposit and Employees' pay checks shall be directly deposited effective thirty (30) days after the execution of this Agreement.

ARTICLE 8
NO DISCRIMINATION

Neither the Employer nor the Union shall discriminate against or in favor of any Employee on account of race, color, religion, creed, national origin, sex or handicap. Words used in this Agreement in the masculine gender will be read and construed in the feminine gender as well, unless otherwise indicated.

There shall be no discrimination by the Employer or the Union against any Employee on the basis of such Employee's membership or non-membership in the Union.

ARTICLE 9
DISCIPLINE

9.1 The parties recognize that discipline is essential to the operation of the City and agree that fair discipline is necessary for the public interest and the morale and welfare of the Employees. The object of these provisions is to assure that the relevant facts are fairly developed so that an informed decision can be made by the Employer regarding whether and the extent to which discipline shall be imposed.

9.2 No bargaining unit member shall be disciplined by a reduction in pay or position, suspension, written reprimand, or dismissal except for just cause. Just cause shall include, but not be limited to: dishonesty, bribery, misfeasance, malfeasance, nonfeasance, misconduct in office, neglect of duty, immoral conduct, habitual drunkenness, illegal use of controlled substances, incompetence, insubordination, refusal to obey orders given by proper authority, discourteous treatment of the public and violation of divisional standards of conduct on and off duty.

9.3 Forms of disciplinary action shall be written reprimand; suspension without pay or discharge. Discipline shall be applied progressively, but it is understood that some serious violations may warrant suspension without pay or immediate discharge. In following the principle of "the punishment should fit the crime," the Employer will take into consideration the nature of violation, the Employee's record of discipline and the Employee's record of performance and conduct.

9.4 When the Employer (through its management agents) believes that an Employee is guilty of an act or omission for which disciplinary action is warranted, the following steps shall apply:

a. The Employee will be promptly notified that he is accused of conduct for which discipline is contemplated and the Employee shall be advised of the nature of the alleged conduct

and the nature of the evidence against him or her, the time and place of a conference with the Chief of Police, and his right to bring with him to the conference an OPBA representative.

b. At the conference with the Chief of Police, the charges will be stated to the Employee and the Employee shall have an opportunity to offer his explanation, defense, or mitigating circumstances.

c. At the conclusion of the conference, the Chief of Police shall do one of the following:

(1) Dismiss the allegations as unfounded without record; or

(2) Make written recommendations, including a specification of charges, upon the imposition of appropriate discipline of record.

d. If the Employee does not accept the Chief's recommendation, he or she will provide written notice of non-acceptance to the Chief within 5 calendar days of its issuance, together with a detailed explanation as to why the recommendation is unacceptable, at which time a hearing will be scheduled promptly before the City Manager. At that hearing, the parties may present witnesses and/or evidence relative to the proposed discipline. After the hearing, the City Manager will affirm, modify, or deny the Chief's recommendation within twenty-one (21) days from the close of the hearing.

e. If the discipline imposed by the City Manager is a reprimand, the Employee may appeal through the grievance procedure up to Step Three.

f. If the discipline imposed is a suspension, discharge, or demotion, the OPBA will be notified by the Employer and shall be given an opportunity to meet with the City Manager or his or her designee within forty-eight (48) hours after the imposition of discipline. Any agreement reached between the OPBA, the Employee, and the Employer at this stage shall be

final and binding on the OPBA, the Employee, and the Employer and shall not be subject to further appeal.

g. If no agreement is reached, the Employee shall then have the right to submit the matter to arbitration in accordance with Step Four of the Grievance Procedure.

h. An Employee under investigation for commission of misconduct which would constitute a crime with respect to which "Miranda" warnings are required to be given, shall be advised, prior to questioning, of his "Miranda" rights. An Employee who is under investigation for misconduct which would not constitute criminal conduct subject to "Miranda" rights will be informed, prior to questioning, that he is the subject of an investigation, the nature of the suspected misconduct, and his right to have representation of his choice present during the questioning. The Employee, upon request, may obtain postponement of the questioning for a reasonable period not to exceed twenty-four (24) hours in order to arrange for representation to be present for the questioning if the Employee so desires.

Failure by an Employee to completely respond to a relevant question, after being informed of his Garrity rights and being ordered to do so, may be deemed refusal and may result in disciplinary action.

i. Interrogation, questioning, or interviewing of a bargaining unit member accused of misconduct shall be narrowly tailored in scope to the misconduct specifically alleged. In addition, interview sessions will be of reasonable length and shall accommodate personal necessities. Interviews shall be conducted during the Employee's working hours unless mutually agreed by the parties. Any tape recorded interviews will be copied and made available to the other party upon request.

j. These disciplinary procedures and the grievance and arbitration procedures of this Agreement are in lieu of the civil service laws and regulations under Chapter 124 of the O.R.C. and the City Charter pursuant to the provision of R.C. Section 4117.10(A).

k. As an alternative or in addition to the above, in the event of a serious incident, an internal investigation may be conducted by an investigative team chaired by the Chief of Police.

l. No Employee will be compelled to take a polygraph examination and/or a CVSA.

ARTICLE 10
PERSONNEL FILES

10.1 Records of Disciplinary Actions:

a. Unfounded or unsubstantiated complaints against an Employee will not be placed in the Employee's personnel file.

b. Verbal Counselings and records of verbal counselings are not considered disciplinary actions, and will contain a statement to that effect.

c. Written reprimands, records of verbal reprimands and counselings, and all other Employer actions are permanent records.

d. An Employee's official personnel file shall be kept in the office of the City Manager and shall consist of all records from the Employee's initial date of employment with the Police Department.

e. For the sole purposes of discipline, grievance and arbitration procedures:

(1) Written reprimands and records of verbal reprimands and counselings will be removed from the Employee's personnel file eighteen (18) months after the record was entered into the Employee's file, provided no other disciplinary actions, including written reprimands and records of verbal reprimands and counseling, have occurred during this eighteen (18) month period.

(2) Suspensions without pay of five (5) days or less will be removed from the Employee's personnel file thirty-six (36) months after the record was entered into the Employee's file, provided no other suspensions without pay or demotions have occurred during this thirty-six (36) month period.

(3) Suspensions without pay in excess of five (5) days will be removed from the Employee's personnel file seventy-two (72) months after the record was entered into the Employee's personnel file, provided that no other suspensions or demotions have occurred during this seventy-two (72) month period.

f. Employees shall, upon request, be permitted access to his personnel files pertaining to employment.

g. Signatures on evaluations only reflect that the evaluation has been reviewed by the Employee and does not represent that the Employee agrees with its contents. The Employee shall receive a copy of the evaluation at the time of signing.

ARTICLE 11
GRIEVANCE PROCEDURE

11.1 A grievance shall be described as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination, or any breach thereof, and shall be processed and disposed of in the following manner:

a. Step 1:

Within a reasonable time, not to exceed 10 calendar days, excluding weekends and holidays, following the date of occurrence, an Employee having a grievance and/or his Union representatives shall put the grievance in writing and take it to the Supervising Lieutenant. The Employer shall give its answer to the Employee and/or his Union representative within 5 calendar days, excluding weekends and holidays, after the presentation of the grievance in Step 1. Within this 15 calendar day period, excluding weekends and holidays, the Employee is encouraged to seek to resolve his grievance on an informal basis.

b. Step 2:

If the grievance is not settled in Step 1, the grievance may, within 10 calendar days, excluding weekends and holidays, after the answer in Step 1, be presented in Step 2 in writing to the Police Chief or his designee and must contain a statement as to why the City's answer in Step 1 does not resolve the grievance. At this time a Representative of the Union may be in attendance at a meeting where, if both parties agree, witnesses and/or evidence may be presented that relate to a resolution of the grievance. A

grievance so presented in Step 2 shall be answered by the Employer within 5 calendar days, excluding weekends and holidays, after its presentation.

c. Step 3:

If the grievance is not settled in Step 2, the grievance may, within 10 calendar days, excluding weekends and holidays, after the answer in Step 2, be presented in Step 3 in writing to the City Manager or his designee and must be accompanied by a reason or reasons why the City's answer at Step 2 does not resolve the grievance. At this time a Representative of the Union may be in attendance at a meeting where, if both parties agree, witnesses and/or evidence may be presented that relate to a resolution of the grievance. A grievance so presented in Step 3 will be answered by the Employer within 5 calendar days, excluding weekends and holidays, after either its presentation to the City Manager or his designee, or the date of the meeting, whichever is later.

d. Step 4:

A grievance which has not been resolved in steps 1 through 3 may be referred to arbitration as set forth in the "Arbitration" Article of this Agreement.

11.2 Any disposition of a grievance from which no appeal is taken by the aggrieved Employee or the Union within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

11.3 Any grievance or appeal of a grievance that is not ruled upon by the Employer within the time limits herein shall be deemed denied and shall automatically proceed to the next step in this grievance procedure.

ARTICLE 12
ARBITRATION

12.1 Procedure for requesting.

a. A grievance as defined in the "Grievance" Article of this Agreement, which has not been resolved thereunder and which a party wishes to take to Arbitration shall, within 10 calendar days, excluding weekends and holidays, after the completion of Step 4 of the Grievance Procedure, be referred for arbitration by either party to this Agreement by directing a written demand therefore to the American Arbitration Association ("AAA") and by sending a copy of the notice to the other party.

b. The arbitrator shall be a mutually agreed upon neutral third party selected from a list of 9 potential arbitrators furnished by AAA who maintain an office within one hundred twenty-five (125) miles of the City of Monroe, Ohio. Selection shall be by virtue of the strike and rank method. The arbitration shall be conducted in accordance with AAA rules.

12.2 Fees. The fees and expenses of the arbitrator shall be borne equally by the parties.

12.3 Binding effect. The award of the arbitrator hereunder shall be binding on the Employer, the Employee and the Union.

12.4 Powers of the Arbitrator.

a. The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement. Furthermore, in explanation of the Employer's right to promulgate rules and regulations, general orders and standard operation procedures set forth herein in the Management Rights clause, the Union or grievant shall not have recourse through the grievance and arbitration procedure to challenge the reasonableness or appropriateness of the Employer's existing or future rules and regulations, general orders or standard operating procedures,

provided that the Employer has given the Union or Employees the required notice and permits the Union, upon request, to meet and confer with respect to the proposed rule.

b. This provision does not prevent an Employee disciplined by any such existing or future rule to grieve the application of that rule to his particular circumstances.

ARTICLE 13
MISCELLANEOUS

13.1 OPBA Officials Roster. The OPBA shall provide the Administration an official roster of its officers, sergeants and representatives within 30 days of the effective date of this Agreement. This roster will be updated within thirty (30) days of any change, and will include the following:

a. Name

b. Address

c. Home Telephone Number

d. Immediate Supervisor

e. OPBA Office Held

The Administration agrees that this roster shall not be made available to the public by the Administration, that only Administration Employees with a legitimate need to know shall have access to the roster, and that unlisted home telephone numbers will not be shared with anyone outside the Administration. However, the parties recognize that the City may be required to disclose the OPBA official roster pursuant to state or federal laws and that such disclosure made pursuant to such laws does not constitute a violation of any provision of this Agreement.

13.2 Purchase of Service Weapon. A member who honorably retires from active duty may purchase his/her service weapon from the Police Department if the member has twenty or more years continuous service with the Department. The cost of the service weapon shall be One Dollar ($1.00). In addition, the Employee will be provided with a retirement badge by the City at no cost to the Employee.

13.3 Cell Phone. All investigators/detectives, including any assigned to any taskforce, will receive the option of utilizing a cell phone provided and paid for by the City or may decline the

City-provided cell phone and receive a monthly stipend of Fifty-Two Dollars ($52.00) to defray the cost of providing his or her own cell phone for utilization for departmental business.

ARTICLE 14
WAGES

14.1 Rates of pay for Employees shall be in accordance with the step schedule attached as Appendix B, which rates will become effective beginning with the first full pay period after August 1, 2008. These rates of pay are subject to the conditions set forth below:

A. Application of Hourly Rates. The hourly rates as set forth under this section are based on a 40-hour workweek and shall be used to calculate salaries for hours actually worked or in paid status for the appropriate pay range and pay step.

B. Step Increases. Step increases shall occur in accordance with the schedule in Appendix B. Step increases in Level 3, 4, and 5 shall occur on each Employee's anniversary date each year.

C. Evaluations. All step increases will occur on the officer's anniversary date provided that the Employee has one full year in service with the Monroe Police Department and has a satisfactory evaluation, including satisfaction of all departmental tardiness and attendance standards.

D. Shift Differential: Sergeants who are not on rotating shifts but are assigned to second or third shift will be entitled to an hourly shift bonus of $0.40, in addition to their regular hourly rate.

E. Benefits: All benefits that are affected by the mid-year start date of this Agreement shall be prorated accordingly.

F. In addition to the increases set forth above, Sergeants' differential between the rank of Patrol and Sergeant shall be 13% in accordance with Appendix B.

14.2 Specifications of the Pay Plan. The rate of pay for members affected by personnel actions listed below shall be as follows:

A. Disciplinary Demotion. Whenever a member is demoted for disciplinary reasons, he shall be paid at the top step in the lower pay grade.

B. Voluntary or Physical Disability Demotion.

(1) Whenever a member with regular full-time status requests and is granted a voluntary demotion, he shall be paid at the top step in the lower pay grade.

(2) Whenever a member with regular full-time status is given a demotion by reason of a service-connected physical disability, he shall be paid at the top step in the lower pay grade.

(3) Whenever a member is terminated due to either a lack of work and/or funds in one classification and is entitled to an automatic demotion to a lower classification where he previously held regular full-time status, the rate of pay of the member shall be established as provided in (1) above.

(4) Whenever a member is given a demotion due to a physical disability, his rate of pay shall be established as described in either (1) or (2) above, whichever is applicable.

C. Re-appointment. Whenever a member is re-appointed to a position where he previously held regular full-time status, his rate of pay shall be that at which he was being paid at the time of his separation from that class with the approval of the Chief of Police.

D. Re-employment. Whenever a member is re-employed by the City, his rate of pay shall be that at which he was being paid at the time of his separation from City employment, with the approval of the Chief of Police.

E. Return From Military Leave. Whenever a member returns from military leave, he shall be restored to his former position at the step which corresponds to the step he received at the time of his departure and, in addition, shall be granted any increase in salary had he not entered the military.

ARTICLE 15
HOURS OF WORK AND OVERTIME

This Article is intended solely to define the currently expected hours of work, which shall be subject to change as the City determines in its discretion to be appropriate to meet operation conditions, and to provide the basis for the calculation and payment of overtime. It does not constitute a guarantee by the City that such hours or any overtime shall in fact be worked.

15.1 Definition. The workweek shall consist of forty (40) hours based on five (5) eight-hour workdays and two (2) days off. Absent emergency conditions regarding otherwise, days off shall always be consecutive days, though not necessarily in the same workweek.

15.2 Distribution of Overtime. The amount of overtime necessitated by call-back work and the Employees required to work such hours shall be established by the City, provided, however, that such overtime and call-back work will be distributed equitably and consistent with the needs of the Police Department. An overtime list will be utilized in an attempt to fill call-offs. When this procedure fails, the Employee with the lowest number of hours will be mandated to work. In addition, when a vacancy is created by the absence of a sergeant, the opportunity to fill that vacancy will first be offered to sergeants, regardless of their position on the overtime list. Off-going Employees may be held over until vacancies can be filled. Such overtime list will be zeroed out each January 1.

15.3 No Pyramiding. There shall be no duplication or pyramiding in the computation of overtime or other premium wages. Nothing in this Agreement shall be construed to require the payment of overtime and other premium pay more than once for the same hours worked.

15.4 Call-In Pay. Any Employee called in to perform work on a non-regularly scheduled duty day shall be compensated for a minimum of three (3) hours pay at the applicable straight time (or

overtime, if applicable) rate for such work, unless the work is contiguous with the Employee's regularly scheduled work hours. Where the work is contiguous with the Employees regularly scheduled hours, the Employee shall be compensated for those hours actually worked.

15.5 Basis for Computing Overtime and Premium Pay. Overtime pay will be earned and computed consistent with the following:

a. A full-time Employee of the Police Department will receive overtime compensation for all hours worked in excess of 80 hours per 14-day work period. The overtime rate of pay will be one and one-half (1-1/2) times the Employee's hourly pay rate, as defined by the Fair Labor Standards Act.

b. As used in this section, hours worked shall be defined as set forth in the Fair Labor Standards Act, as amended, except that vacation, holiday and personal days, as paid time off, shall count toward that calculation of the overtime threshold referenced in paragraphs 15.5 a.

15.6 Exchange of Shifts. Employees shall have the right to temporarily exchange shifts when the exchange does not interfere with the operation of the Police Department, subject to approval by the Police Chief or Supervising Lieutenant, and provided that the exchange does not result in the payment of overtime to the parties involved. This shall be limited to no more than 3 exchanges per month. An exchange request shall be authorized at least 3 days prior to the first exchanged date. Supervisory Employees may only exchange with supervisory Employees and non-supervisory Employees may only exchange with non-supervisory Employees except when the non-supervisory Employee would otherwise be assigned the duties of Officer In Charge (O.I.C.). The Police Chief or Supervising Lieutenant may refuse an exchange request if the request would affect services to the City.

15.7 Shift Changes. The Employer, under ordinary circumstances, will not change shifts more than (4) times per calendar year.

15.8 Notwithstanding paragraph 15.5 above, officers "frozen over" (held over unexpectedly from their scheduled shift due to the absences of an officer scheduled for their relief) will be entitled to overtime, at time and one-half (1 ½) their regular rate, for consecutive hours worked beyond 8 hours or the length of the next shift. This provision shall not apply to regularly scheduled double shifts.

15.9 Notwithstanding the provisions of paragraph 15.8, third shift officers may only be involuntarily "frozen over" for a period not to exceed four (4) hours, with the exception of regularly scheduled double shifts. In the event a third shift officer declines to work a consecutive frozen over eight (8) hour shift, the City retains the option of not staffing the remainder of such following shift.

15.10 Compensatory Time.

a. All overtime work shall be compensated, at the Employee's election, either at the rate of one and one-half (1½) the Employee's regular rate of pay, or in compensatory time accrued at the same rate, which may be accrued and used up to a maximum of fifty (50) hours per calendar year.

b. Compensatory time pursuant to the minimum standards of the Fair Labor Standards Act ("FLSA") shall be granted according to law, provided forty-eight (48) hours advance notice is given by the Employee. Compensatory time earned in excess of the minimum standards of the FLSA shall be granted, provided forty-eight (48) hours advance notice is given by the Employee, and provided that the City will not incur overtime liability as a result of honoring the

compensatory time request. The notice provisions of this section may be waived upon mutual agreement of the parties.

c. Employees may choose to receive pay for any and all accumulated compensatory time once annually, by notifying the Employer of his or her desire to be paid for a designated amount of compensatory time prior to November 1 of each calendar year. The payment will be made to the Employee in the first pay period in December.

ARTICLE 16
CLOTHING AND EQUIPMENT ALLOWANCE

16.1 Initial Issue. Upon appointment, each recruit shall receive a full issue of uniforms and equipment from the City. All such purchases shall be made by the Monroe Police Department. See Appendix A for list of equipment that shall be provided by the City, and items that can be purchased out of clothing allowance. The City will maintain ownership of all items provided by the City.

16.2 Annual Allowance.

a. Sergeants. Sergeants in the bargaining unit shall receive an annual uniform and equipment allowance not to exceed Seven Hundred Dollars ($700.00) per year, effective June 1, 2008. All such uniform and equipment purchases shall be made by the Monroe Police Department. The City will maintain ownership of all items purchased with allowance money that is provided to Employees under this section. The City shall reimburse Employees for uniform dry cleaning expenses, the cost of which is to be deducted from the $700.00 uniform and equipment allowance.

b. Detective Sergeants. Detective Sergeants in the bargaining unit shall receive an annual uniform and equipment allowance not to exceed Two Hundred Fifty Dollars ($250.00) per year. All such uniform and equipment purchases shall be made by the Monroe Police Department. The City will maintain ownership of all items purchased with allowance money that is provided to Employees under this section. The City shall reimburse Detective Sergeants for uniform dry cleaning expenses, the cost of which is to be deducted from the $250.00 uniform and equipment allowance.

In addition, Detectives can be reimbursed up to Five Hundred Dollars ($500.00) per year, upon presentation of a valid receipt, for the purchase of civilian clothing to be worn in the performance of their duties.

16.3 Lost or Damaged Uniforms and Equipment. The City will replace or repair, at the discretion of the Chief, any damaged department property or equipment, including members' uniforms, provided the loss or damage is not the result of the members' intentional abuse or gross negligence, which shall be determined at the sole discretion of the Chief.

16.4 Damaged Eyeglasses or Watches. Eyeglasses or watches which are lost or damaged while the bargaining unit member is engaged in the performance of their duties shall be compensated for by the City at the current rate of replacement up to a limit of two hundred ($200) dollars. For an affected Employee to afford themselves the benefit of this reimbursement, the Employee shall provide the Employer a written explanation of the incident that gave cause for such loss or damage. Upon receiving such signed report, the Employer shall include the proper amount of funds to comply with the requested reimbursement in the Employee's next pay. Such reimbursement shall be made no more than once in any twelve (12) month period. This section shall also apply to the replacement for loss or damaged contacts worn by Employees.

16.5 Dry Cleaning. Special cleaning will be provided for uniform items that have been soiled by human/bodily fluids or chemicals. The Chief will determine whether this paragraph applies to a particular item of clothing.

16.6 Bullet Proof Vests. Bullet proof vests shall be replaced by the City once the manufacturer's warranty period expires or as otherwise determined by the Chief of Police.

16.7 Pro Rata Allowance for Transferred Employees. All Employees transferred to or from the detective section will be provided pro rata uniform allowance payments consistent with the new work assignment to which they are assigned.

ARTICLE 17
HOLIDAYS

17.1 The following shall constitute legal holidays for all full-time bargaining unit Employees:

New Years Day
Martin Luther King Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day

17.2 For purposes of holiday pay, all Employees shall receive eight (8) hours of compensatory time off to be used at a later date for each of the holidays in Section 1 above. An Employee who is required to work on Thanksgiving, Christmas, or New Years Day, shall receive pay for the hours worked on the holiday at a rate of time and one-half his regular rate. To qualify for holiday pay, an Employee must work all of his scheduled hours of his last regular work day prior to the holiday, the holiday, and all of his scheduled hours on the first scheduled work day immediately following the holiday, unless his absence from work is due to illness or injury, in which event a physician's certificate will be required.

17.3 For holidays occurring on or after Veterans Day to Christmas Day, holiday compensatory time earned for such days may be carried over beyond the end of the calendar year, but not later than the following March 31. At the end of such carryover period, any remaining carried over time, not to exceed 40 hours, may be converted to cash, provided the Employee has made his or her best efforts to schedule such time off.

ARTICLE 18
VACATIONS

18.1 Amount of Vacation. Each member of the bargaining unit shall have earned and be entitled to vacation leave with pay, at his regular rate according to the following schedule:

Years of Service	Annual Accrual (As of January 1)
0 to 1	0
After 1	80
After 5*	120
After 10	160
After 20	200

*For contract year of 2008-2009, officers completing years 6, 7, and 8 during 2008 shall immediately accrue such time, but such accrued time must be used by March 1, 2009 or submitted for cash out by December 1 per Section 18.6 of this Article. Officers completing their 5th year in 2008 shall not accrue the third week of vacation until January 1, 2009.

18.2 Employees shall accrue vacation benefits each year on the anniversary date of hire.

- Employees will receive prorated hours for time completed during their first partial calendar year and during Jump Years.

  a. "Jump Years" are an Employee's 5th, 10th, and 20th year of service based on an Employee's anniversary date of hire.

- Prorated hours for an Employee's first partial calendar year of service will accrue on the January 1st following an Employee's date of hire.

- Prorated hours during Jump Years will accrue and may be used by an Employee on the January 1st immediately preceding an Employee's 5th, 10th, and 20th anniversary date of hire.

- Newly hired Employees must complete field-training prior to use of any vacation time.

- Employees may use earned vacation time while on probation.

18.3 Scheduling of Vacations. Vacation periods shall be determined by the Chief or Supervising Lieutenant, with an effort to set available periods during the summer months if possible, considering seasonal department work loading. Choice of vacation dates during vacation periods shall be by seniority with conflicts to be determined in the interest of the Chief of Police.

18.4 Minimum Vacation Period. Eligible Employees may take their vacations in minimum increments of not less than four (4) hours. The Chief shall approve an Employee's vacation request.

18.5 Pay for Accumulated Vacation. An Employee in full-time status who is to be separated from the City service through resignation, retirement or layoff and who has unused vacation leave to his credit, shall be entitled to compensation at this current rate of pay for all lawfully accrued and unused vacation leave to his credit at the time of separation, consistent with the limitations of this Article.

An Employee in full-time status who is to be separated from service through removal for cause, and who has unused vacation leave to his credit, shall not be entitled to compensation for accrued and unused vacation leave to his credit at the time of separation.

18.6 Vacation Carry-Over. On December 1 of each year, Employees may choose from the following two options regarding unused vacation time earned during the same calendar year. First, each Employee may receive 100% pay for all unused vacation as of December 1. Second, the Employee may elect to carry-over all unused vacation for sixty (60) days into the following year, after which period the vacation hours will be lost if not used. If Employees desire to take advantage of either option, the Employee must do so in writing delivered to the Chief of Police

on or before December 1. If an Employee fails to designate one of the foregoing options in writing on or before December 1, all unused vacation will expire at the end of the calendar year.

18.7 Prior Service. Notwithstanding the provisions of Ohio Rev. Code § 9.44, an Employee shall not be permitted to transfer accumulated vacation leave credits from prior service at a previous place of employment with the State or any of its subdivisions.

18.8 Personal Days. Employees shall be entitled to two personal days per year, in addition to vacation, which may be used with the approval of the Chief of Police upon 24 hours notice.

ARTICLE 19
SICK LEAVE

19.1 Sick Leave Accrual. All Employees shall accrue sick leave at the rate of ten (10) hours for each month worked, and any sick leave accrued, but not used or converted as hereinafter provided, in any year shall be accrued in succeeding years without limit.

19.2 Use of Sick Leave. An Employee eligible for sick leave shall be granted such leave with full normal pay, upon approval of his/her department or division head, for the following reasons:

a. Personal illness or physical incapacity due to pregnancy, injury or contagious disease;

b. Illness of a member of the Employee's immediate family requiring the Employee's personal care and attendance; sick leave may also be used for up to five (5) calendar days absence at the time of birth of an offspring and subsequent convalescence of the Employee's spouse;

c. Enforced quarantine of the Employee in accordance with the community health regulations.

19.3 Sick Leave Verification. At least one (1) hour before the start of his/her assigned shift, an Employee shall inform his/her immediate supervisor of the fact that they are reporting off sick. The exception to the foregoing is when there is a provable inability to make a telephone call. Except in cases of suspected abuse of sick leave, an Employee will not be routinely required to furnish, upon returning to duty, a physician's certificate evidencing that the absence was for one of the reasons set forth in Section 2 above, or absences of sixteen (16) consecutive duty hours or less. An Employee may be required to furnish a physician's statement, stating the nature of the illness and the date the Employee may return to work, following an absence in excess of sixteen (16) hours or more. Furthermore, on or after an Employee's sixth (6th) sick

leave occurrence, as defined in paragraph 19.5, below, furnishing a physician's statement shall be mandatory.

Sick leave taken on the Employee's scheduled shift immediately before or immediately after a holiday will require a physician's certificate before any sick leave will be paid.

An Employee using sick leave is required to fill out, sign and submit the departmental form justifying the use of sick time, before receiving pay for the time used.

The falsification of the departmental sick leave form or a physician's certificate shall subject the Employee to disciplinary action, up to and including discharge.

19.4 Abuse of Sick Leave. Grounds for suspicion shall include, but not limited to, information received by the City that the Employee is, or was, during any day for which sick leave is claimed:

a. Engaging in other employment;

b. Engaging in physical exercise or recreation;

c. Present in a tavern or other place inconsistent with a claim of illness or injury;

d. Absent from home or place of confinement or convalescence when called or visited by representatives of the City, except in cases where the Employee can produce verification (such as a hospital or medical clinic admission or treatment slip or a receipt for the purchase of medicines from a pharmacy or reasonable explanation) that his absence was for reasons directly related to the treatment of his/her illness or injury.

e. Using sick time in a manner that reflects a pattern of use that may be inconsistent with legitimate use.

19.5 Sick Leave Occurrences. An Employee who has eight (8) or more sick leave occurrences in a twelve (12) month period shall not be compensated for sick leave for the first day of usage

for the ninth (9th) occurrence and subsequent occurrences at 80% of the Employee's regular rate of pay. (Example: An Employee misses two (2) days and this is the ninth (9th) occurrence in less than a twelve-(12) month period. The Employee will receive sick leave compensation for each day missed at 80% of his/her regular rate of pay for each day of the ninth (9th) and subsequent occurrences not to exceed six (6) such days in a twelve (12) month period.) Exceptions to the occurrence rule would be an Employee off under a qualified Family Medical Leave Act usage or being off due to a work related injury as qualified in the Injury Leave Article.

Sick Leave Occurrences are defined as separate occurrences where an Employee reports off work for illness or non-work related injury. (Example: An Employee reports off work for two days, that is one occurrence, then returns to work and sometime later reports off work again, that is a second occurrence and so on.)

19.6 Minimum Charge to Sick Leave. Absence for a fraction of a day that is chargeable to sick leave in accordance with these provisions shall be charged in increments of not less than two (2) hours. Employees who, after reporting to work, are then sent home on sick leave shall be charged for actual time absent.

19.7 Sick Leave Credit on Return to Service. An Employee who is laid off or on unpaid disability leave will, upon reinstatement to service, be credited for any unused sick leave existing at the time of his layoff or leave.

19.8 Sick Leave Credit Upon Transfer. Upon transfer from one division or department to another, unused sick leave shall be available for the transferred Employee's use.

19.9 Payment of Sick Leave to Members Killed in Line of Duty. If an Employee is killed in the "line of duty," the City shall pay the Employee's surviving spouse, or, if there is no surviving spouse, the Employee's estate, all of the Employee's accrued, unused sick leave as of the

Employee's date of death. For the purpose of this Section, "line of duty" means that the Employee was performing official department business at the time of his death, or the Employee's death proximately resulted from the member's performance of his/her lawful duties as a Police Officer.

19.10 Workers' Compensation. No Employee may receive payment from the City for sickness or injury if he is receiving Workers' Compensation for the same purpose. Therefore, once a Workers' Compensation claim has been approved the Workers' Compensation checks will be signed by the Employee and turned over to the City. The City shall continue to pay the Employee his/her regular paycheck during this period of time.

19.11 Pay for Accumulated Sick Leave. All Employees, at the time of their retirement or resignation in good standing, with ten (10) or more years of service, shall receive payment based on the Employee's rate of pay at retirement or resignation for accrued but unused sick leave up to the following maximum accruals:

a. One-fourth (1/4) of the Employee's accrued but unused sick leave, up to a maximum accrual of 600 hours.

b. One-third (1/3) of the accrued but unused sick leave in excess of 600 hours.

c. In no event shall sick leave be permitted to accrue in an amount greater than 800 hours.

d. If an Employee is separated from employment through a removal for cause and has unused sick leave to his credit, he shall not be entitled to compensation for accrued and unused sick leave to his credit at the time of separation.

19.12 The occurrence program set forth in paragraph 19.5 shall not apply to Employees who reach and maintain in excess of six hundred fifty (650) accumulated sick leave hours.

ARTICLE 20
INJURY LEAVE

20.1 Each full-time bargaining unit Employee shall be entitled to occupational injury leave (OIL) to a maximum of one hundred twenty (120) calendar days for each qualifying injury. OIL shall be granted to an Employee who suffers an on-the-job injury or illness from an identifiable incident that occurred in the course of performance of his/her official duties within the scope of his/her employment with the Employer and who is off work due to said injury for five consecutive shifts. This wait period may be waived in the sole discretion of the City Manager.

20.2 In the event of a service-connected injury or illness incurred in the active discharge of duty, which injury is not the result of gross negligence, recklessness, self-infliction, or "horseplay" by the Employee, the Employer shall grant the Employee full pay for a period not to exceed one hundred twenty (120) calendar days. This time shall not be charged to the Employee's sick time.

20.3 An Employee applying for OIL hereunder shall authorize the release to the Employer of all medical information pertinent only to the occupational injury possessed by the Employee's treating physician(s) and the treatment facility(ies), 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. At that time, the physician shall also document an estimated return to work date for the injured Employee.

20.4 Any Employee claiming an occupational injury or illness under this Article shall file a claim with the Ohio Bureau of Workers' Compensation (OBWC) as soon as possible. Upon approval of the claim by OBWC, an OIL granted after the fifth consecutive shift absence shall be made retroactive to the first day of absence, and any sick leave or vacation used by the Employee during the first five work days of absence shall be restored to his/her credit. The Employee shall

remit to the Employer all income benefits paid by OBWC for the period during which the Employee received full pay from the Employer while on OIL. In the event the claim is denied by OBWC, the Employee shall revert to sick leave status and shall be charged with sick leave and/or vacation leave for all time paid by the Employer for OIL.

20.5 The Employee must report to the Chief of Police, or his designee, once a week, or otherwise approved timeframe by the Chief of Police, during OIL. During the period of OIL, there shall be no employment outside of the Employee's home. If the Employee will be working from his home or from a charitable or civic organization he/she will have to receive prior approval from the Chief of Police, or his designee.

20.6 It is understood and agreed that the Employer's obligation under this Article is only the Employee's regular rate of pay. If the Employee elects not to accept OIL, the City will not be obligated to compensate the Employee over the amount paid by OBWC. The Employee will also be responsible for paying any portion of Health Care Benefit normally responsible for under this contract and will be invoiced that amount by the City monthly.

20.7 In lieu of granting OIL, the Employer may assign the Employee to transitional work with the approval of, and within the limitations set by, the Employee's treating physician or physician selected and paid for by the Employer. It is strictly the management right of the Employer to determine if transitional work is available.

20.8 No entitlement to OIL shall arise from a personal injury sustained while an Employee is engaged in outside employment of any nature, whether or not such employment is in a law enforcement related field.

20.9 Before an Employee on injury leave will be permitted to return to duty, he/she shall submit to the Chief of Police a physician's statement and any other required documentation

concerning the injury, demonstrating his/her physical ability to satisfactorily perform the duties of his/her position. Additionally, the Chief of Police may require the Employee to submit to an examination by a physician selected by the City, at the City's expense, if there is any question about the Employee's ability to return to duty.

20.10 The Union and Employees agree with the Employer's Transitional Work Policy, if any, which shall not be limited in any way by this Agreement.

20.11 The Employee will be required to attend all scheduled meetings, unless his/her absence from the meeting has been approved by the Chief of Police, or his designee or the Employee is excused by his or her treating physician. The Employee on OIL will not receive overtime, for attending scheduled meetings, consultations, etc.

ARTICLE 21
BEREAVEMENT LEAVE, MILITARY LEAVE, JURY LEAVE AND OTHER LEAVE

21.1 Funeral Leave.

a. Any regular full-time employee may be granted usage of funeral leave, upon approval of the Police Chief, for a maximum of five (5) days in the event of a death of an immediate family member. For purposes of this policy, the "immediate family" is defined as mother, father, child (including step-child), spouse, grandparents, siblings, grandchildren, stepparents, stepchildren, step siblings, or legal guardian or other person who stands in place of the Employee's parent.

b. Any regular full-time Employee may be granted usage of funeral leave, upon approval of the Police Chief, for a maximum of three (3) days in the event of a death of the following family members: brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, aunt or uncle.

c. One (1) day of funeral leave may be granted by the Police Chief or designee for the death of any legal relative or member of the Employee's household other than those listed above.

d. Funeral leave may be used to grieve, to attend the funeral, make funeral arrangements or attend to other matters directly related to the funeral.

21.2 Military Leave. Military leave shall be in accordance with applicable federal, state, and local laws.

21.3 Jury Leave. The City shall grant full pay to an Employee who is summoned for jury duty or subpoenaed as a witness by any court or other adjudicatory body in cases that arise from a bargaining unit Employees employment with the City. All compensation for such duty must be reimbursed to the City, unless such duty is performed totally outside normal working hours. The City will not pay Employees for court appearances in connection with the Employee's personal

matters. This includes, but is not limited to proceedings related to personal traffic citations, divorce proceedings, custody, and juvenile proceedings. If absence from work is necessary for personal matters, the Employee may use vacation time or take an unpaid leave, however, the Employee must request prior approval for this leave to be granted.

21.4 Other Unpaid Leave. In addition to leave specifically addressed in this Agreement, the Chief, at his sole discretion, may authorize other leaves of absence without pay. The Chief's decision to grant or not grant a leave of absence not addressed in this Agreement is not grievable.

ARTICLE 22
INSURANCE

22.1 Insurance. The City shall offer a group health care, vision, and dental care insurance program to Employees, equivalent to that offered to other City Employees.

22.2 Health and Dental Care Insurance Premiums. The City shall pay 86% of the premiums for single/or family coverage for the health care and dental programs through May 31, 2012. The Employee's premium share shall be made by payroll deduction. Effective June 1, 2012 the Employees' premium share for health care and dental shall increase from 14% to 15%. Effective June 1, 2013 the Employee's premium share for health care and dental shall increase from 15% to 17%.

22.3 Insurance – General Provision.

a. With respect to all insurance coverage provided to Employees, the City retains the right to change insurance carriers or self-insure all or any portion of the benefits as long as the level of benefits remain substantially the same.

b. A difference between any Employee (or his beneficiary) and the insurance carrier(s) or the processor of claims shall not be subject to the grievance procedure provided for in any collective bargaining agreement between the City and the Union. The City will, however, designate representatives who will be available for consultation with claimant Employees (or with a designated Benefit Claim Representative of the Union), so that a full explanation may be given with respect to the basis of disposition of claims.

c. The failure of any insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the City or to the Union; nor shall such failure be considered a breach by the City or the Union of any obligation undertaken under this or any other agreement. Nothing in this Agreement, however, shall be construed to relieve any

insurance carrier from any liability it may have to the City, Union, Employee or beneficiary of any Employee.

d. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder.

22.4 If the Employer offers an alternative "buy-up" plan, in addition to the Employee premium share provided in paragraph 22.2, above, Employees selecting such buy-up plan, as the name indicates, shall pay any additional cost incurred by the City between the City's base plan and the buy-up plan.

22.5 Life Insurance. The Employer shall provide and pay for term life insurance for all Employees in the amount of $25,000.

22.6 Employees who waive healthcare, dental and vision insurance coverage, upon proof of coverage elsewhere, shall be paid a lump sum of $3,000 on the payroll nearest December 1 of each plan year.

ARTICLE 23
SAFETY AND HEALTH

23.1 The City and the Union shall cooperate fully to maintain the highest standard of safety and health in the Police Department in order to eliminate as much as possible accidents, deaths, injuries, and illness in the Police Department.

23.2 The Police Chief or Supervising Lieutenant shall have discretion to remove apparatus from service if in his opinion the mechanical condition of the apparatus warrants removal and he has inspected and filled out the proper paperwork. The final decision and responsibility as to the serviceability of a piece of equipment will rest with the Police Chief.

23.3 The City will agree that blood tests for carbon monoxide poisoning will be provided upon request for any Police Officer treated in a hospital for inhalation of an irrespirable atmosphere and the Police Officer will be given a report of the test upon request. The City will pay any legitimate cost for blood tests not covered by medical insurance or Worker's Compensation as deemed necessary by medical personnel.

23.4 The Chief of the Police Department will determine the types, quality and quantity of all equipment issued for use in the Department. Patrol vehicles will, at a minimum, include shotgun, shotgun racks and plexiglass screens. Where such items are not present, they will be installed or replaced within a minimum of six months.

23.5 There shall be two members from the Police Department appointed to the City-wide Safety Committee. One shall be designated by the Police Chief; the other shall be a Union member designated by the Police Chief.

23.6 The City will continue to furnish safety apparel and equipment consistent with the Ohio Industrial Commission Standards.

23.7 The City will provide, upon request by any member of the Police Department, an inoculation for prevention of Hepatitis, Type B.

23.8 Upon written request, damaged safety equipment and apparel shall be sent for repair and replaced within ten (10) working days after examined by the Police Chief.

23.9 The City will provide, upon request, within a reasonable time, a test for any Employee that through documentation has been exposed to a serious infectious disease, such as AIDS, meningitis, etc. while performing his duties as deemed necessary by medical personnel. The City will pay any legitimate cost for the test not covered by medical insurance or workers' compensation, as well as reasonable expense.

23.10 The City will endeavor to schedule three officers per shift and endeavor to maintain a minimum of two officers at all times per shift.

ARTICLE 24
RESIDENCY

As a condition of continued employment, Employees must reside within twenty-five (25) miles of the City of Monroe Police Headquarters. Newly hired Employees must relocate within thirty (30) days of the completion of their probationary period.

ARTICLE 25
DRUG FREE WORKPLACE

The Union agrees with and supports the City's drug testing program and is committed to ensuring a safe, drug free workplace. To achieve that goal, the Union hereby agrees to adhere to a drug testing policy in place at the ratification of this Agreement or that is developed by the City hereafter. Implementation of a drug testing policy or any major changes to the City's drug testing program shall be first submitted to the Union for its consideration prior to such implementation or change.

ARTICLE 26
MODIFICATION, SEPARABILITY AND CONFLICT OF LAWS

Unless otherwise specifically provided herein, the provisions of this Agreement shall be conclusive as to all bargainable matters relating to wages, hours of work, and working conditions as more fully set forth herein. Therefore, the Employer and the Union, for the term of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or governed by the Agreement unless the Employer and the Union mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.

Should any provision of this Agreement be found to be illegal or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any Article or Section of this Agreement, the parties may agree to meet, if a meeting is requested in writing, within 30 days of such request for the purpose of renegotiating said Article or Section.

The parties agree that this Agreement will be the sole and exclusive recourse available to Employees and the parties hereto, and where provisions of this Agreement conflict in any manner with otherwise applicable provisions of Ohio law, this Agreement shall prevail pursuant to Ohio Revised Code Section 4117.10(A).

ARTICLE 27
OUTSIDE EMPLOYMENT

At the sole discretion of the Police Chief, Employees may hold outside employment so long as they meet the performance standards of their job with the Employer. The outside job shall not conflict with the Employee's duties as a member of the Police Department. Employees shall consider the impact that outside employment may have on their health and physical endurance. All Employees will be judged by the same performance standards and will be subject to the Employer's scheduling demands, regardless of any existing outside work requirements.

If the Police Chief determines that an Employee's outside work interferes with his performance or the ability to meet employment requirements of the Police Department, the Employee may be required to terminate the outside employment if he desires to retain Police Department employment.

Outside employment that constitutes a conflict of interest is prohibited.

The Injury Leave Article of this Agreement shall not apply to Employees who are injured during outside employment.

This Article is not intended to prohibit paid employment with the Police Union.

ARTICLE 28
SENIORITY

28.1 Definition. Seniority shall be defined as the length of continuous service measured in years, months and days that an Employee has accumulated as a full-time Employee in the service of the Police Department.

28.2 Accrual.

a. An Employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the first day the Employee reported for work.

b. Seniority shall accrue during a continuous authorized leave of absence without pay up to six (6) months or for the period of an approved maternity leave, provided that the Employee returns to work immediately following the expiration of such leave of absence or maternity leave; and during a period of continuous layoff not to exceed 6 months, if the Employee is recalled into employment; and during a sick leave of up to 12 months.

28.3 Loss of Seniority. An Employee's seniority shall be lost and employment terminated when he:

a. terminates voluntarily;

b. is discharged for cause;

c. exceeds an official leave of absence;

d. is laid off for a period of more than 1 year if the Employee has less than 5 calendar years seniority; or is laid off for a period of more than 2 years if the Employee has more than 5 calendar years seniority (during such periods of layoff the Employer will not hire new Employees);

e. fails to notify the Employer in writing of his intent to return to work on a recall from layoff, within 5 days after the Employer has sent notice to him to return by letter or telegram

with a copy to the Union to the last address furnished to the Employer by the Employee. It shall be the responsibility of the Employee to advise the Employer of his current address.

28.4 Application. Seniority shall apply in layoffs and recalls and for scheduling of vacations as provided in the general orders, rules, regulations and procedures of the Employer.

28.5 Layoff: In the event of a layoff, probationary Employees will be laid off first without regard to their individual periods of employment. Non-probationary Employees shall be laid off next in order of their seniority. In the event a Sergeant becomes subject to a layoff, he/she shall be permitted to take a position as a police officer. Recalls will be made by seniority when the former position as a Sergeant becomes available again.

28.6 Recall. Whenever a vacancy occurs in a position for which a laid off Employee is qualified, such Employees shall be recalled in accordance with their seniority in the reverse order in which they were laid off.

ARTICLE 29
WAIVER IN CASE OF EMERGENCY

29.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Butler County Sheriff, the City of Monroe, or the Federal or State Legislature, such as for 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; and

B. All work rules and/or agreements and practices relating to the assignment of Employees.

29.2 Upon the termination of the emergency, should a valid grievance exist, it shall be processed in accordance with the provision outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they had properly progressed prior to the emergency.

ARTICLE 30
DURATION OF AGREEMENT

This Agreement shall be effective as of midnight on the 1st day of June, 2011, and shall remain in full force and effect until midnight on the 31st day of May, 2013.

If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than 120 calendar days prior to the expiration date of this Agreement, and no later than 90 calendar days prior to the expiration date of this Agreement. Such notice shall be via certified mail with return receipt requested or a date and time stamped letter of intent. The parties shall commence negotiations within 2 calendar weeks upon receiving notice of intent. Failure to give the required notice shall result in the expiration of the Agreement, or its continuation for a period of 1 year, at the option of the Employer.

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 Union and all prior agreements, practices and policies, either oral or written are hereby canceled. Therefore, both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

FOR THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

Tom Cobaugh

Joseph M. Hegedus

FOR THE CITY:

William J. Brock, City Manager

Gregory C. Homer, Chief of Police

Kacey Waggaman, Director of Finance

Donald L. Crain, Frost Brown Todd LLC

Approved as to form:

K. Philip Callahan, Law Director

APPENDIX A

Uniform items to be issued as per Article 19:

1	Jacket, waterproof
1	rain coat
5	winter shirts
5	summer shirts
5	trousers
1	cap
2	ties
3	police badges, 1 large shield for coat, 2 small for shirt and wallet
1	cap badge
3	pair of collar brass, two small and one large for coat
2	name plates
2	whistle chains
1	whistle
1	duty belt
1	trouser belt
1	duty holster
1	double magazine pouch
1	chemical agent (i.e., mace)
1	mace pouch
1	asp
1	asp holder
1	handcuff case
1	set of handcuffs
1	portable radio
1	radio holder
1	duty weapon with three magazines
4	belt keepers
1	pair waterproof boots
1	pair of oxford shoes
1	metal clip board
1	metal citation clip board
1	bullet proof vest and carrier

(The above items will be made available to all officers no later than 9 months following the execution of this collective bargaining agreement.)

Items that can optionally be purchased using clothing allowance:

Bullet proof vest
Additional vest carrier
Heavy duty boot socks
Leather patrol duty gloves

Extra handcuffs
Off duty holster
Ventilated t-shirts
Binoculars
Tie tacks
Recording device
Duty bag
Class "A" Uniform
Stinger stream light
Stinger light holder

In addition, the department shall provide the officers with biohazard gloves, notepads, pens, and duty ammunition as needed. Also, any item not listed above may be purchased with the allowance, provided that advance permission is obtained from the Chief of Police.

APPENDIX B*

PATROL OFFICER

	STEP ONE Officers in Field Training	STEP TWO After Field Training	STEP THREE After Year 1	STEP FOUR After Year 2	STEP FIVE After Year 3
June 1 2011**	**$38,989.00**	**$42,752.00**	**$46,891.00**	**$51,444.00**	**$56,452.00**
June 1 2012	**$38,989.00**	**$42,752.00**	**$46,891.00**	**$51,444.00**	**$56,452.00**
June 1 2013***					

SERGEANTS******

June 1, 2011	June 1, 2012	June 1, 2013***
$63,790.76**	**$63,790.76**	

* The above wage schedule will increase by an amount equivalent to any wage increase by City Council during the duration of this Agreement; this provision expressly excludes any wage increased imposed upon the City by a Conciliator.

** A two percent (2%) lump sum in the first year of this Agreement shall be payable thirty (30) days after the City Council's approval of the Agreement.

*** Wages for the third year of this Agreement will be determined in a re-opener of negotiations for wages only.

**** Sergeant Differential = 13%

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APPENDIX C

MONROE POLICE DEPARTMENT

233 South Main Street
P.O. Box 330
Monroe, Ohio 45050-0330

Gregory C. Homer
Chief Of Police

homerg@monroeohio.org

(513) 539-9234
FAX (513) 539-6205

Memorandum of Understanding

Between The City of Monroe and Monroe Police Officer's OPBA

Effective Date: November 13, 2011

It is agreed by both parties that it is in the best interest of the existing contract and in fairness to the officers involved that effective the above date:

Article
31.2 The canine officer will receive one (1) hour's pay per day at the appropriate rate of pay (seven (7) hours per week) for the care of the canine. Such care will normally include, but not be limited to, feeding, bathing, grooming, medical attention, exercising, and related vehicle care. The above schedule modification shall not effect the normal accrual rate for holiday time, sick leave, vacation time.

Shall be changed to:
31.2 The canine officer will receive $5.00 per day for the care of the canine. Such care will normally include, but not be limited to, feeding, bathing, grooming, medical attention, exercising, and related vehicle care. The canine officer will also per permitted to report for duty ½ hour late or leave the shift ½ hour early each normally scheduled shift. Thus, allowing time for canine care. The above schedule modification shall not effect the normal accrual rate for holiday time, sick leave, vacation time, etc.

31.8 Canine officers are eligible for up to eight (8) hours of training per week to maintain proficiency in patrol (4 hours) and drug tasks (4 hours) as required by several court decisions involving canine officers.

Shall be changed to:
31.8 Canine officers are eligible for up to eight (8) hours of training per week to maintain proficiency in patrol (4 hours) and drug tasks (4 hours) as required by several court decisions involving canine officers. This training is to be conducted during the Canine Officer's scheduled shift. Normal training day is every Wednesday from 8:00 AM to Noon. Any deviation from this training schedule must be approved by the Sergeant in charge of the K-9 program, or the Patrol Commander.

Agreed upon by:

William Brock, City Manager _____ Date: 11-4-11

Gregory Homer, Chief of Police _____ Date: 11-4-11

Andrew Grossenbauch, Union Rep. _____ Date: 11/4/11

Douglas Leist, Union Rep. _____ Date: 11-4-11

K-9 Officer Mike Doughman _____ Date: 11-4-2011