

REQUESTED BY: CITY MANAGER, BILL KOCHER

DATE OF FIRST READING: 4-17-2018 WAIVE RULES? YES ☒ NO ☐

FINAL ACTION DATE: 5-1-2018 VOTE: YES ☒ NO ☐

SUSPENSION OF TWO  
READING RULE:

YES

NO

DENISE LINGO  
JENNIFER MOODY  
ROBERT PARSONS  
*Cordell*  
JEANNE GEORGE  
JUDY PETERSEN  
JOE ROETTING  
KISHA DOSA  
TOTALS

ADOPTION OF  
ORDINANCE:

YES

NO

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ORDINANCE NO. 18-1851

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT  
BETWEEN THE CITY OF MT. HEALTHY AND THE FRATERNAL ORDER OF POLICE  
OHIO LABOR COUNCIL, INC. REPRESENTING A BARGAINING UNIT OF CITY  
EMPLOYEES IN THE CLASSIFICATION OF FULL TIME POLICE OFFICER**

**NOW THEREFORE,** BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MT. HEALTHY,  
STATE OF OHIO:

**Section 1.** That the City Manager is hereby authorized to execute an agreement between the City of Mt. Healthy and the Fraternal Order of Police Ohio Labor Council, Inc. representing a bargaining unit of City Employees in the classification of Full Time Police Officer, a copy of which is attached hereto and made a part hereof.

**Section 2.** That this Ordinance shall be in full force and effect from and after the first date provided by law.

Passed this 1 day of May, 2018.

Ron Bittner  
President of Council

Attest: Melanie BRC  
Clerk of Council

Approved this 1 day of May, 2018.

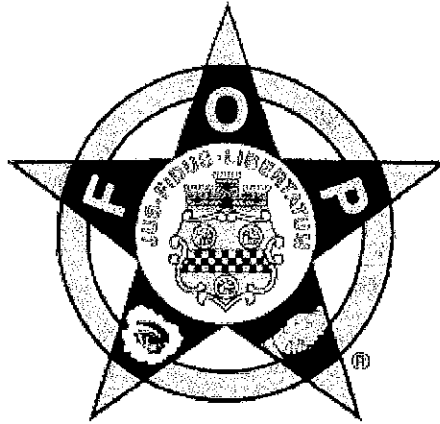
[Signature]  
Mayor

# **AGREEMENT**

BY AND BETWEEN

**THE CITY OF MT. HEALTHY**

AND



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

Representing The Mt. Healthy Police Association

Police Officers

EXPIRES: December 31, 2020

**ARTICLE 1**  
**AGREEMENT PURPOSE**

Section 1.1. This Agreement, entered into by the City of Mt. Healthy, Ohio, hereinafter referred to as the "Employer", or the "City", and the Mt. Healthy Police Association representing the patrolmen, has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth in its entirety, the full and complete understandings and agreements between the parties governing wages, hours, terms and conditions of employment for those employees included in the bargaining unit as defined herein.

Section 1.2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or regulation from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in the Agreement. The provisions of this Agreement constitute the entire Agreement between the parties, and all prior agreements, either oral or written, individual or collective, are hereby cancelled.

**ARTICLE 2**  
**SEVERABILITY**

Section 2.1. The parties intend this Agreement to supersede and replace any state and local laws on the subjects covered by this Agreement. Where this Agreement makes no specification about a matter, the provisions of applicable law shall prevail. If by operation of law or by a court of competent jurisdiction it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

**ARTICLE 3**  
**RECOGNITION**

Section 3.1. The Employer recognizes the Mt. Healthy Police Association 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 in case number 97-REP-03-0062, on October 3, 1997, as follows:

Included: Patrol Officers  
Excluded: Chief, Sergeants and above, all other employees.

Section 3.2. The Employer will not recognize any other organization as the representative for any bargaining unit employee.

disposition thereafter shall be the sole and exclusive obligation and responsibility of the Mt. Healthy Police Association.

**ARTICLE 5**  
**MT. HEALTHY POLICE ASSOCIATION REPRESENTATION**

Section 5.1. Non-employee representatives of the Mt. Healthy Police Association shall be admitted to the Employer's facility for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the Mt. Healthy Police Association representative shall identify himself to the Employer or his designee and state the purpose of the visit.

The Employer or his designee shall facilitate (schedule) any necessary contact between the representative and an on duty bargaining unit member employee, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities.

Section 5.2. One (1) employee selected by the Association to act as Mt. Healthy Police Association representative for the purpose of processing and investigating grievances under the Grievance Procedure shall be known as the Associate. The Associate may have an alternate who shall act in his absence.

Section 5.3. No Association meetings or other Association activities shall take place during working hours without prior approval of the Chief of Police or his designee, provided that an Associate may discuss a grievance with an employee and/or his supervisor, for a reasonable period of time.

Section 5.4. The Mt. Healthy Police Association shall have reasonable access to meeting areas of the Employer at reasonable times and only so far as any Mt. Healthy Police Association meetings do not interfere with the Employer's business.

Section 5.5. Mt. Healthy Police Association Associate shall attend to the administration of this Agreement on a no loss/no gain basis.

Section 5.6. The Mt. Healthy Police Association Associate shall be granted release time of up to two (2) days annually to attend the State Convention/Seminar by being allowed to change his days off for that week to coincide with the appropriate dates or to take vacation or personal leave time.

Such release time must be requested in writing at least fourteen (14) days in advance. The Employer will not deny the release time except in the event of an emergency.

- C. Maintain and improve efficiency and effectiveness of operations, and programs;
- D. Determine the overall methods, process, means, or personnel by which operations are to be conducted;
- E. Suspend, discipline, demote, or discharge, for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Department as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the Department as a governmental unit; and

Section 8.2. The Mt. Healthy Police Association recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the function of the Employer.

## **ARTICLE 9**

### **PERSONNEL FILES**

Section 9.1. Each employee may request to inspect his official personnel file maintained by the Employer. Inspection of the individual's personnel file shall be by scheduled appointment requested in writing or by phone call to the Employer. Appointments shall be during the regular scheduled work hours of the administrative staff of the Employer. An employee shall be entitled to have a representative of his choice accompany him during such review. Any employee may copy documents in his official personnel file.

Section 9.2. If an unfavorable statement or notation is in the official personnel file, the employee shall be given the right to place a statement of rebuttal or explanation in the file. No anonymous material of any type shall be included in the employee's official personnel file.

Section 9.3. To the extent permitted by law, the Employer shall not disclose any information contained within the personnel files.

1. If the Employer receives a public records request for the inspection of any information about an employee covered by this agreement contained within the files kept by the Employer, the Employer shall ascertain the identity of the person making such a request.

## **ARTICLE 11**

### **SENIORITY**

Section 11.1. "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the City, as a regular full-time sworn officer. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

Section 11.2. Employees laid off shall retain their seniority for a period of twenty-four (24) months from the date of layoff.

Section 11.3. Employees shall have no seniority during their probationary period, but shall be granted seniority upon successful completion of the probationary period, calculated from the date of hire with the city.

## **ARTICLE 12**

### **LAYOFF AND RECALL**

Section 12.1. When the Employer determines that a long-term layoff or job abolishment is necessary, he shall notify the affected employees fourteen (14) days in advance of the effective date of layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible.

Section 12.2. In the event of any layoff all part-time personnel shall be laid off first in the inverse order seniority, with the least senior employee being laid off first. The full-time personnel shall then be laid off in the same inverse order.

Section 12.3. Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of recall. Any training required in this Section shall be at the Employer's expense and time.

Section 12.4. Notice of recall shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

Section 12.5. The laid off employee shall have five (5) calendar days following the date of receipt of the certified mail recall notice to notify the Employer of his intention to return to work, and shall have fourteen (14) calendar days following the date of receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice. An employee failing to notify the Employer of his

grievance is filed, shall be made available at the first hearing. Group grievances shall be presented in the first instance to the supervisor common to all employees in the group. The grievance procedure outlined in Section 14.6 shall be used throughout.

Section 14.3. All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step.

Time limits set forth herein may only be extended by a mutual agreement of the parties. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer or his designee within the stipulated time limits shall be considered to have been appealed to the next step in the grievance procedure.

Section 14.4. Written grievances must be filed on the form provided by the Mt. Healthy Police Association and shall contain, but not be limited to, the following information.

1. Date and time grievance occurred;
2. Description of incident giving rise to the grievance;
3. Articles and sections of the Agreement involved;
4. Relief requested; and
5. Signature of the employee.

Section 14.5. Disciplinary grievances involving suspension or discharge are to be appealed directly to Step 2 of the grievance procedure as specified in Section 14.6. All other grievances related to disciplinary action are to be filed at Step 1.

Section 14.6. The following steps shall be followed in the processing of a grievance.

Step 1 – Within ten (10) calendar days of the incident or knowledge of the incident, but in no case later than forty-five (45) calendar days from the actual fact, which gave rise to the grievance, the aggrieved employee shall notify the Chief of Police in writing of the grievance. The Police Chief shall investigate the matter and respond to the grievant within ten (10) calendar days of the initial notification.

Step 2 - A grievance unresolved at Step 1 may be submitted by the grievant to the City Manager within ten (10) calendar days from receipt of the Step 1 answer. The City Manager, within seven (7) calendar days of receipt of the grievance, shall schedule and hold a meeting with the grievant and his Mt. Healthy Police Association or Fraternal

The Arbitrator shall be without authority to recommend any right of relief on an alleged grievance occurring at any time other than the contract period in which such right originated or make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

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

The cost and fees of the arbitrator shall be borne equally by the parties. The expense of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during scheduled working hours on the day of the hearing. Any cancellation fee charged by the arbitrator shall be borne by the party (or parties) canceling the hearing.

Section 14.8. Disciplinary actions of Letter of Counseling and Written Reprimand may be appealed through the grievance procedure, but are not subject to the arbitration procedure.

## **ARTICLE 15** **DISCIPLINE**

Section 15.1. The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. The Employer may take disciplinary action for actions which occur while an employee is on duty, or which occur while an employee is working under the colors of the Employer, or in the instances where the employee's conduct reflects adversely upon the Employer. Forms of disciplinary action, but not necessarily the order of discipline, are:

1. Letter of Counseling (verbal reprimand, date and time recorded);
2. Written reprimand;
3. Suspension without pay; and
4. Discharge.

Section 15.2. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave or any other failure of good behavior or any other acts of misfeasance, malfeasance,



vacation time, compensation time or holiday leave during the leave. An employee found guilty by the trial court of a felony shall be summarily discharged. Where the employee is found not guilty of the charges or any lesser offense including misdemeanor the employee may be subject to discipline pursuant to the terms of this Article, but he shall be paid for all lost straight time hours and shall have any vacation time, compensation time or holiday leave used restored to his credit. The Employer shall continue to pay its share of the employee's insurance premiums during the unpaid leave of absence.

Section 15.10. Whenever the Employer or any of his representatives questions bargaining unit employees in reference to alleged or suspected misconduct, either in preliminary investigations or in pre-disciplinary conferences, the following conditions shall apply:

- A. Employees being questioned as witnesses shall be so informed.
- B. When an employee who is suspected of misconduct is questioned regarding such misconduct, he shall be apprised of the nature of the suspected misconduct as it is known at that time and his right to have the opportunity to have a Mt. Healthy Police Association representative or a representative of his choice present during the questioning.
- C. Prior to questioning, the employees will be given their Miranda and/or Garrity Rights (including witnesses) and shall be informed that failure to respond truthfully may result in disciplinary action for insubordination or dishonesty.
- D. Either or both parties may record (audio and/or video) any investigative interviews, pre-disciplinary or disciplinary conferences. If requested the parties will make available a copy of the recordings to the other party.
- E. Preliminary investigations and pre-disciplinary conferences shall be held either during an employee's scheduled working hours or at a time in reasonable proximity to his shift.
- F. Questioning sessions shall be for reasonable periods and shall allow for personal necessities and rest periods, it being understood that there shall be no period of continuous questioning exceeding one (1) hour without provision for a ten (10) minute rest break.
- G. No employee shall be subjected to abusive language during questioning. No promise of reward shall be made as an inducement to answer questions.

Section 15.11. No employee shall be subject to disciplinary actions solely on the basis of results of a polygraph examination.

When such accident results in one of the situations listed above, any employee who operated the vehicle that contributed to the accident will be tested for drugs or alcohol use or both. Motor vehicle accidents that involve a City owned vehicle and an animal (deer, dog etc.) will not require testing regardless of monetary damage to the vehicle.

Section 16.2. Drug/alcohol testing shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. Under no circumstances may the results of drug/alcohol screening or testing be released to a third party for use in a criminal prosecution against the affected employee. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the initial testing results alone.

Section 16.3. All drug screening tests shall be conducted by medical laboratories meeting the standards of the National Institute of Drug Abuse and the National Institutes of Health. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article. The Employer's Medical Review Officer shall review all confirmed positive results from the laboratory.

Section 16.4. Alcohol testing shall be done in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence.

Section 16.5. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results to the Employer only. A representative for the bargaining unit shall have a right of access to the results upon request to the Employer, with the employee's consent. Refusal to submit to the testing provided for under this Agreement shall be grounds for discipline.

Section 16.6. If a drug screening test is positive, a confirmatory test shall be conducted utilizing the samples collected in the manner prescribed above.

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

Section 16.7. If after the testing required above has produced a positive result the employee shall be permitted to participate in any rehabilitation or detoxification program covered by his insurance, or of his choice. Any discipline allowed by the positive findings provided for above shall be deferred pending successful rehabilitation of the employee within a reasonable period. An employee who participates in a rehabilitation or detoxification program shall be placed on medical leave of absence for the period of the

## **ARTICLE 18**

### **HOURS OF WORK AND OVERTIME**

Section 18.1. The standard work period shall consist of eighty (80) hours per pay period. The standard work day shall consist of 8.00 hours. A 5 and 2 schedule shall be worked by Patrol Officers with a calendar period in which an employee shall work five (5) consecutive 8.00 hour days and shall be off two (2) consecutive days. The Parties recognize and agree two consecutive off days may not occur during the week of a shift change. Employees hired prior to September 1, 2013 off days for first shift shall be Sunday and Monday, the off days for second shift shall be Saturday and Sunday, and the off days for third shift shall be Friday and Saturday. The parties agree that this cannot be changed without a majority vote of the membership of the Mt. Healthy Police Association hired prior to September 1, 2013 and will not be taken for consideration of a fact finder or conciliator. Employees hired on or after September 1, 2013 off days shall be determined by the department in accordance with the requirements contained herein. Both parties agree that a minimum of 2080 hours per year shall be worked by the bargaining unit. Payroll shall be issued within one week after the conclusion of each pay period.

Shifts will be bid on and assigned by seniority every six months for those assigned to patrol duties. Shifts bids will occur by November 15 for January-June, and May 15 for July-December in each year of the agreement. Members will be permitted to work a maximum of two shift bid cycles on any one shift.

Section 18.2. All hours worked in excess of an employee's work day, and all hours in active pay status (e.g., paid vacation, sick and funeral leave, comp time) in excess of an employee's standard work period shall be considered overtime and shall be compensated at one and one-half (1-1/2) 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, call-out, etc.). Overtime will be calculated in one-tenth hour (6 minute) increments.

Section 18.3. There shall normally be a sixteen (16) hour layover between scheduled shifts, except when shift rotation occurs. Overtime and court time are not considered part of the scheduled shift.

Section 18.4. Upon request of the employee, and with the prior approval of the Employer, an employee may work a scheduled day off in exchange for another day off to be scheduled within the same work period.

Section 18.5. With the prior approval of the Employer, an employee may exchange days off or work assignments with another employee. Such exchanges shall not affect the active pay status of either employee, except that an employee who works an exchange and is required to work overtime shall receive the overtime compensation.

Section 18.6. Work schedules shall be posted thirty (30) calendar days prior to their effective date. The Employer shall provide prior notice to employees of any schedule

- D. Upon termination of employment, an employee will be paid for all accrued but unused compensatory time at this current rate of pay.

Section 18.10. All officers will receive fifteen (15) minutes of compensation at the appropriate rate of pay for emails, calls or text messages received during off duty hours which require their response with the exception of emails, calls or texts involving a de minimis amount of time necessary to complete, or an assignment they were directed to or required to complete prior to leaving their tour of duty or to give notification of court appearance or subpoenas. This section shall not apply to officers who are in a sick or injured status.

1. Officers will be required to log calls/text messages received while off duty in accordance with the policy established by the Chief of Police.
2. Every call/texts or call/text series (e.g. series of calls required to fill a shift) will count for a minimum of fifteen (15) minutes or the actual amount of time to handle the situation, whichever is greater.
3. Employees may, at their discretion, take compensatory time for time earned under this section.

## **ARTICLE 19**

### **WAGES**

Section 19.1. Each step on the wage scale represents a completed year of service as a Police Officer with the City of Mt. Healthy. Employees will advance to the next succeeding step on their anniversary dates of hire.

1. Group A (employees hired before September 1, 2013) shall be paid the following:
  - A. Effective January 1, 2018, rates of pay for bargaining unit employees shall increase by 2.5% and shall be as follows.

	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	\$22.5115	\$25.9532	\$28.3052	\$30.6242	\$32.6927
<del>Annual</del>	\$46,823.84	\$53,982.67	\$58,874.75	\$63,698.40	\$68,000.78

	Step 1	Step 2
Hourly	\$26.8727	\$30.2993
Annual	\$55,895.22	\$63,022.54

C. Effective January 1, 2020, rates of pay for bargaining unit employees shall increase 3.5% and shall be as follows.

	Step 1	Step 2
Hourly	\$27.8132	\$31.3598
Annual	\$57,851.46	\$65,228.38

Section 19.2. The Employer at its discretion reserves the right to place a new hire employee at Step 2 of the wage scale.

Section 19.3. Employees shall be paid bi-weekly. Longevity compensation shall be calculated at \$50.00 a year starting after ten (10) years and shall be capped at \$500.00 per year. Longevity shall be paid to employee upon anniversary date after notifying the Auditor in writing as to request.

Section 19.4. Double-Back Pay: Whenever there is less than sixteen (16) hours between an employee's regularly scheduled shifts, they shall be compensated, at their overtime rate, for all hours worked in the succeeding shift. Such compensation, or "Double-Back Pay", will be in the form of regular salary for the actual hours worked plus four and one-quarter (4-1/4) hours of overtime pay. Excluded from this provision are shift changes which result in details to training sessions, special details, court appearances, unscheduled overtime work and/ or voluntary shift changes made by the employee.

## **ARTICLE 20** **INSURANCES**

Section 20.1. The Employer shall make available to bargaining unit employees the same medical and hospitalization plans as are provided to non-bargaining unit employees of the City. Prior to any substantive changes in the existing benefit plan, the Employer shall form a Health Insurance Plan Committee, consisting of employees from all City work units. The FOP associate or his designee from this bargaining unit shall be a member of the committee. The purpose of the Committee is to study available options and make a recommendation to the City Manager. If substantive changes in the plan are recommended or become necessary, the Employer shall notify the FOP in advance of any

shall be credited, on January 1 of each agreement year, with ninety-two (92) hours of holiday compensatory time. Requests for holiday compensatory time off must be submitted in advance of the time requested, and shall be honored subject to the operational needs of the Police Department. Employees will also have the option to allow a maximum of five days of holiday time to carry over to the next year. Only a maximum of five (5) days will be allowed. Employees who quit or retire before the end of the year shall have a pro-rata adjustment of excess holiday time taken to the date of departure, and there shall be no pyramiding of holiday time. Employees may cash out up to ninety (90) hours of holiday compensatory time in a calendar year at their current rate of pay in lieu of taking the time off. Up to 30 hours may be cashed out during the pay cycle including April 1, August 1, and December 1 in each year of the contract.

Section 21.3. Bargaining unit employees required to work on Thanksgiving Day and/or Christmas Day shall be paid at the overtime rate for all hours worked on those days.

## **ARTICLE 22**

### **VACATIONS**

Section 22.1. Full-time bargaining unit employees shall be entitled to paid vacation leave according to their number of years of completed service with the Employer either in full-time or part-time status, as follows:

- A. Twelve (12) months of service but less than eighty-four (84) months completed: 80 hours
- B. Eighty-four (84) months of service but less than one hundred eighty (180) months completed: 120 hours
- C. One hundred eighty (180) months of service but less than two hundred forty (240) months completed: 160 hours
- D. Two hundred forty (240) months or more of service completed: 200 hours

Employees hired from other Ohio political subdivisions shall maintain their prior service time credit in accordance with state law.

Section 22.2. Vacation scheduling shall be on an equitable basis consistent with the operational needs of the Department and subject to the approval of the Chief of Police. Vacation requests shall not be unreasonably denied.

Section 22.3. Vacation leave must be taken within the year following its crediting, except that an employee may carry over up to forty (40) hours of vacation from vacation year to vacation year.

Section 22.4. Employees who separate from service with the Employer for any reason other than discharge shall be paid for any earned but unused vacation leave, prorated to the date of separation.

Section 23.4. Sick leave will be granted to attend to the needs of an ill or injured member of an employee's immediate family only when the attendance of the member is essential and there are no other family members available, or attendance is during serious medical procedures of grave illness.

Section 23.5. Employees absent on sick leave shall be paid at the same basic hourly rate as when they are working.

Section 23.6. An employee requesting sick leave shall inform his immediate supervisor or designee of the fact and reason, a minimum of two (2) hours prior to his scheduled starting time on each day of such absence, unless other arrangements with the employee's supervisor are made. The employee shall notify the supervisor of the telephone number where he/she can be reached, if different than the number already on file with the Employer and if the employee has any court appearances, off-duty details, meetings, public appearances or training scheduled on the day(s) on which sick leave will be used. When an employee returns to work following an absence, his supervisor may require such employee to furnish a satisfactory written statement to justify the use of sick leave. If absence due to illness exceeds three (3) consecutive working days, the Employer may require the employee to obtain a certificate from a physician stating the nature of the illness or injury to justify the use of sick leave.

Section 23.7. An employee with more than one (1) year of full-time service who exhausts his sick leave may use his accrued vacation for sick leave purposes. If the 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. The employee's available paid leave (sick and vacation) must be exhausted and is included in the twelve (12) week total. 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.

Section 23.8. An employee who retires from active service with the Employer under the Police and Fire Disability Pension Fund with ten (10) or more years of service with the Employer shall be paid twenty-five percent (25%) of the value of the accrued but unused sick leave. Mental/Psychological disability retirements are excluded from this benefit. Payment shall be made based upon the employee's rate of pay at the time of retirement, and shall be made in three (3) equal annual installments, except that if the first payment would be for less than thirty (30) days, the employee will be paid for up to thirty (30) days in the first installment, with the balance in two (2) equal annual installments. Death of an eligible employee shall result in payment of the entitlement to the employee's spouse, designated beneficiary, or to his estate, upon application by the executor of the estate. Sick leave conversion is available only for sick leave earned with the City of Mt. Healthy.

expense. Employees shall have the opportunity to accept or not accept the vaccinations, and shall so indicate on forms provided by the Employer.

Employees exposed to tuberculosis (TB) shall be provided with TB tests at the Employer's expense. Employees who test positive for TB shall be provided with necessary medication at the Employer's expense to the extent such medication is not paid for under the health insurance plan.

## **ARTICLE 26**

### **LEAVES OF ABSENCE**

Section 26.1. Leaves without Pay - Employees may be granted the following types of unpaid leaves of absence:

#### A. Disability Leave

A physically or mentally incapacitated employee who has completed his probationary period may request a disability leave. A disability leave for a period not to exceed one (1) year may be granted when the disability continues beyond accumulated sick leave rights provided the employee furnishes satisfactory medical proof of such disability along with his written request; and is:

1. Hospitalized or institutionalized;
2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
3. Declared incapacitated for the performance of the duties of his position by a licensed physician designated by the Employer and the employee selected from a list of three (3) licensed physicians prepared by the Employer. It is the employee's responsibility to request a disability leave since such leave is not granted automatically when the employee's sick leave has expired.

When an employee is ready to return to work, he shall furnish a statement by a physician releasing the employee as able to return to work.

#### B. Employer Required Disability-Leave

The Employer may require an employee to be examined by a licensed physician designated by the Employer and the employee per paragraph (A) above, at the Employer's expense. An employee found to be unable to physically or mentally perform the essential functions of his position by such physician shall be placed on Disability Leave as described in paragraph (A) above.

#### C. Leave of Absence, Personal/Professional



discretion of the employee. An employee shall request prior approval for court leave, in order for such leave to be granted.

**B. Military Leave**

All employees who are members of the Ohio National Guard, the Ohio Defense Corps., the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties, and to the difference between their regular rate of pay and their military base rates of pay for such time as they are in the military service on field training or active duties for periods not to exceed a total of thirty-one (31) calendar days in one (1) calendar year. Employees are required to submit to the Employer an order or statement from the appropriate military commander of evidence of such duty. There is no requirement that the service be in one continuous period of time. The maximum number of hours for which payment will be made in any one calendar year under this provision is one hundred seventy-six (176) hours. Employees who are members of those components listed in paragraph one above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized military leave for the year. The leave will cover the official period of the emergency.

**ARTICLE 27  
FUNERAL LEAVE**

Section 27.1. An employee shall be entitled to a maximum of three (3) paid funeral leave days for death in the employee's family. For purposes of this policy, the family is defined as only: mother, father, sister, brother, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, stepfather, stepmother, stepbrother, stepsister, stepchild, or other person who stands in place of the employee's parents. Funeral leave days are not deducted from the employee's sick leave.

Section 27.2. An employee may use sick leave in addition to the paid funeral leave for the death of a family member where necessary to care for the needs of the family.

**ARTICLE 28  
UNIFORMS AND EQUIPMENT**

Section 28.1. Each full-time employee who has completed one (1) year of service, including plainclothes officers, shall be provided a \$700.00 annual uniform and equipment allowance to cover the cost to purchase, repair and/or maintenance of approved uniform and equipment articles and items. In January of each year the Chief of Police and the Mt. Healthy police association will agree on no less than three (3) uniform suppliers. The Employer shall either pay uniform and equipment purchase orders directly or reimburse the employee for the cost of the approved items, up to the amount of the annual allowance. Any new, changed or additional uniform or equipment items required by the Employer shall be initially purchased by the Employer. The parties agree to

regulate law enforcement related extra-duty employment by promulgating and enforcing rules as approved by the Chief of Police.

As far as practicable, all employees will be given an equal opportunity to work extra-duty details. Compensation for the detail shall be paid to the City at no less than \$40.00 per hour and shall be guaranteed for no less than two (2) hours. Compensation will generally be paid to the City, and included in the employee's paycheck following receipt by the City.

Section 29.2. Any employee accepting non-law enforcement related off-duty employment must notify the Employer or his designee of the nature of the work, and the hours he will be working, prior to beginning the work. The Employer or his designee will either approve the work or notify the employee of the reasons for denial. Such determination shall be made within a reasonable period of time. Approval for non-law enforcement related off-duty employment will be at the discretion of the Chief of Police but such approval shall not be unreasonably withheld.

Section 29.3. In addition to the rights set forth in Section 1 and 2 above, the Employer reserves the right to demand an employee reduce his non-law enforcement related off-duty employment work when his performance is diminished, or his attendance adversely affected.

Section 29.4. All extra-duty details within the City of Mt. Healthy shall be posted in a conspicuous location for a reasonable period of time. Members of the bargaining units shall have the first opportunity to fill all extra-duty details. If a detail can not be filled within a reasonable time, it can be offered to other officers within, then outside the City of Mt. Healthy.

Section 29.5. Assignments & Specialized Positions. When the City determines a Specialized Position or Assignment is available to Mt. Healthy Officers (such as School Resource Officer), it shall be first offered to members of the Bargaining Unit.

### **ARTICLE 30**

#### **NO STRIKE/NO LOCKOUT**

Section 30.1. The Employer and the Mt. Healthy Police Association recognize that a work stoppage of any kind would create a clear and present danger to the health and safety of the public, and that this Agreement provides machinery for the orderly resolution of grievances. Therefore the parties agree that:

- A. During the term of this Agreement, the Mt. Healthy Police Association shall not, for any reason, authorize, cause, engage in, sanction, or assist in any strike, or any other concerted activity which would interrupt the operation or services of the Employer during the life of this Agreement.

**ARTICLE 32**  
**OFFICER IN CHARGE / FIELD TRAINING PAY**

Section 32.1. OIC: Any employee in the classification of Patrol Officer shall be, based on seniority as defined in Section 11.1 of this contract, the Officer-In-Charge to act in the place of a supervisor shall receive an additional \$1.25 per hour assigned.

Section 32.2. FTO: Patrol Officers acting as a Field Training Officer shall receive an additional \$1.25 per hour for every hour worked in the Field Training Officer Capacity. Employees assigned to a Field Training Officer shall not be released from the FTO program until such time as the Sergeants evaluate and Chief of Police agrees that they have successfully completed the FTO program.

**ARTICLE 33**  
**TRAINING**

Section 33.1. The city wishes employees to pursue professional development and training to provide for a well-rounded skill set for patrol officers. The city will provide yearly training that will be approved by the Chief of Police. The City Manager will approve the expenditure for the training. It will be mandatory for patrol officers to be certified by the Mt. Healthy Fire Department in CPR and basic first aid and life saving skills. It is the city's intent to provide excellent public safety by offering \$1,500 stipend to patrol officers who wish to become EMT-B certified. Certification must be kept current for two (2) full years before stipend will be issued.

Section 33.2. Any patrol officer who fails a training course that is essential to the function of a Mt. Healthy police officer (i.e. firearms qualification; CPR and basic first aid; any other training mandated by OPOTA to maintain certification) and mandated by the City of Mt. Healthy will be required to complete the training on their own time without compensation from the City.

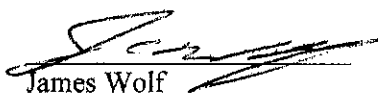
**ARTICLE 34**  
**MISCELLANEOUS**

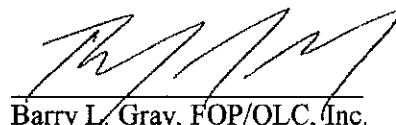
Section 34.1. Any officer taking a promotional exam as of the date of this contract must have completed the three (3) years of continuous service as a full-time sworn officer and be free of any disciplinary action greater than a written reprimand within the last calendar year.

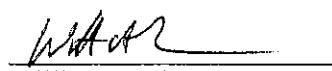
Section 34.2 Police Officers covered in this Agreement shall be allowed to carry approved off duty weapon(s) and/or a backup weapon(s). Qualifications with these weapons shall be determined by the employer and meet OPOTA qualifications.

SIGNATURE

In Witness Whereof, the parties have hereunto signed by their authorized representatives  
this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

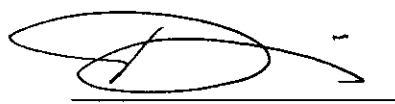
  
James Wolf  
Mayor


  
Barry L. Gray, FOP/OLC, Inc.  
Senior Staff Representative

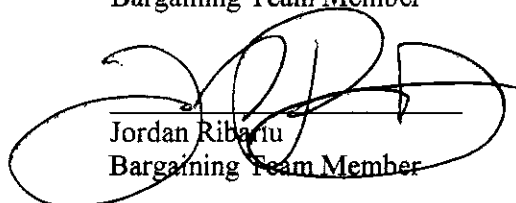
  
William Kocher  
City Manager

  
Christopher Jones  
Bargaining Team Member

Approved to form:

  
Dan Temming  
Director of Law

  
Paul Scott  
Bargaining Team Member

  
Jordan Ribari  
Bargaining Team Member