

LABOR AGREEMENT

BY AND BETWEEN

THE CITY OF XENIA



AND THE



FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

SERGEANTS

March 7, 2021 through September 2, 2023

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ARTICLE 1 AGREEMENT

Section 1.1. Agreement: This Agreement is made and entered into at Xenia, Ohio, by and between the CITY OF XENIA, OHIO, pursuant to its authority under Chapter 4117 of the Ohio Revised Code, hereinafter referred to as the "City", and the Fraternal Order of Police, Ohio Labor Council Greene County Lodge #37, hereinafter referred to as the "Lodge".

The Lodge represents Employees of the Police Division as specified herein. Specifically the Agreement addresses matters pertaining to wages, hours, terms and other conditions of employment.

Section 1.2. Lodge Recognition: The City recognizes the Lodge as the sole and exclusive bargaining representative for all sworn police personnel below the rank of Lieutenant and above the rank of Police Officer, hereinafter referred to as Sergeants.

Section 1.3. Legal References: In the event any Federal Law or State Law conflicts with any of the provision(s) of the Agreement, the provision(s) so affected shall no longer be operative or binding upon the parties but the remaining portion of the Agreement shall continue in full force and effect. In such an event and upon written request by either party, the parties to this Agreement shall meet at a mutually agreeable time in an attempt to modify the invalid provisions of this Agreement by good faith negotiations which shall be subject to the dispute resolution procedures of Chapter 4117 of the Ohio Revised Code.

ARTICLE 2
LODGE DEDUCTIONS

Section 2.1 Dues Deductions: The Lodge and Labor Council will each notify the City in writing of the dues it charges and its current membership, and will update this information as needed to be accurate.

The Employer agrees to deduct fifty percent (50%) of membership dues from each check at the rate certified by the Ohio Labor Council from the first two paychecks of each month from any employee in the bargaining unit who has authorized the same in writing. One (1) month's advance notice must be given to the City prior to making any changes in the rate.

~~Section 2.2 Dues Revocation:~~ An officer desiring to revoke payroll deductions authorization shall notify the City's Director of Finance in writing, but such revocation notice may only be given during the last thirty (30) days of this Agreement.

If the revocation notice is received by the Director of Finance less than fifteen (15) calendar days prior to the first of the month, the employee's payroll deduction shall cease not later than fourteen (14) calendar days thereafter.

Section 2.3. Indemnification: The Lodge and Labor Council shall hold the City harmless for any payroll deductions and payments made by the City in reliance on certification from the Lodge or Labor Council during the term of the payroll deduction authorization and for costs of defense of any litigation arising therefrom.

Section 2.4. Payment of Collected Dues: All dues collected under this Article shall be paid by the Employer within thirty (30) days together with a listing of the members for whom deductions were made to the Ohio Labor Council, 222 E. Town Street, Columbus, Ohio 43215 for Labor Council Dues and to the Local Lodge Officials for Lodge #37 dues.

ARTICLE 3
MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 3.1. Management Rights and Responsibilities: Except to the extent expressly modified or provided by a specific provision of this Agreement, the City reserves and retains solely and exclusively all of its statutory and common law rights to manage the operation of the Safety Department of the City of Xenia, Ohio.

The sole and exclusive rights of the City which are not abridged by this Agreement shall include but are not limited to its right to establish or continue policies, practices or procedures for the conduct of the Safety Department and its services to the citizens of Xenia and, from time to time, to change or abolish such practices or procedures if the change or abolishment is not in conflict with this Agreement. The City retains the right:

- A. to determine the number of hours per day or week any operation of the Safety Department may be carried on;
- B. to recruit, select and determine the number of qualifications and characteristics of employees;
- C. to assign such work in accordance with the requirements determined by the City;
- D. to establish training programs and requirements for upgrading employees;
- E. to establish and change work schedules and assignments;
- F. to transfer, promote, lay off or otherwise relieve employees from duty for lack of work or other legitimate reasons;
- G. to continue, alter, make and enforce reasonable rules for the maintenance of discipline;
- H. to suspend, demote, discharge or otherwise discipline employees for just cause;
- I. to take such measures as the City may determine to be necessary for the orderly and efficient operation of the Safety Department.

Nothing herein shall prevent an employee from presenting a grievance for the alleged violation of any article or specific term of this Agreement. None of the Management Rights contained herein shall be exercised in a capricious or discriminatory manner against any employee or group of employees.

ARTICLE 4
NON-DISCRIMINATION

Section 4.1. Non-Discrimination: The parties hereto agree that neither shall discriminate against any bargaining unit member because of membership or non-membership in the Lodge, or the participation in the activities herein prescribed, nor discriminate against any member of the Lodge for any action involving a member's assigned duties on behalf of the Department of Safety, City of Xenia, Ohio.

Section 4.2. Compliance: The City, the Lodge and each member will fully comply with all applicable laws, constitutional provisions or ordinances forbidding discrimination on account of race, color religion, sex, disability, national origin, ancestry, age, marital status or political affiliation.

Section 4.3. Plurals and Gender: Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular. Words, whether in the masculine, feminine or neuter genders, shall be construed to include all of those genders. By the use of either the masculine or the feminine genders, it is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

Section 4.4. Lockouts, Strikes, Work Stoppages: The City agrees that so long as this Agreement is in effect there shall be no lockouts. The Lodge, its members, officers, agents and employees covered by this Agreement agree that there shall be no strikes, sit-downs, boycotts, interruption of work or interference with public services for any cause whatsoever.

ARTICLE 5
BARGAINING UNIT BUSINESS

Section 5.1. Shift Representation: The Bargaining Unit may select one (1) shift representative per shift and one (1) alternate representative per shift to act in the absence of the representative. These shift representatives shall be certified to the City in writing. Only those representatives certified by the Bargaining Unit in writing will be permitted to conduct business on behalf of the Bargaining Unit.

Section 5.2. Grievance Representative: The Bargaining Unit shall appoint one (1) of its members as Grievance Representative, and may select an alternate to act in the absence of the Grievance Representative. The Grievance Representative shall be identified, and the City kept informed as to the identity at all times. The Grievance Representative shall act as liaison between the City and the Bargaining Unit in grievance matters. Duties shall include:

- A. Attendance at Management-Labor Committee meetings.
- B. Responsibility for posting Bargaining Unit notices on the Bulletin Board and policing it for improper materials.
- C. Representing the Bargaining Unit in investigating and processing of grievances beginning at Step 2 of the Grievance Procedure.
- D. Replacing a shift representative who is unavailable.
- E. Notify Management of the Bargaining Unit's intent to invoke or not to invoke any steps of the Grievance Procedure beyond Step 1.
- F. General responsibility for handling grievance(s) beyond Step 1.

The Grievance Representative may be released at reasonable times upon request to participate in meetings and discussions with regard to grievances or afore-mentioned problem areas without loss of pay or benefits.

Section 5.3. Negotiations: The number of employees attending negotiations will not exceed two (2). If the employee(s) is/are on duty while attending the negotiating session, the employee shall be paid. If the employee is not on duty at the time, no compensation will be paid.

Section 5.4. Labor Council/Lodge Release Time:

- A. The City shall make reasonable provisions for authorizing use of flexible scheduling, vacation leave, holiday time or compensatory time for employees to attend or conduct Lodge functions or for State Lodge officers or delegates to attend State Lodge meetings. Such release from duty is subject to scheduling requirements in the interest of efficient operation of the department but shall not be arbitrarily refused by the City.
- B. The City will make provisions for a total of three (3) days authorized leave annually for the Labor Council Associate or designee(s) to attend the Labor Council convention or other major Labor Council business meetings. The above days off

for the Labor Council Associate or designee(s) shall be days off with full pay at no expense to the officer's vacation/sick leave credit.

- C. Should a Bargaining Unit Member be appointed/elected to a position with the State Board of the Labor Council and/or the F.O.P. an additional forty (40) hours of paid release time shall be available each year of the Agreement. Should the release time not be used in any year, up to thirty (30) hours shall be carried forward to the next year during this Agreement.
- D. The Labor Council Associate shall, at least ten (10) days prior to the date of the function, submit notice to the Chief of Police identifying the function, certify the members attending and indicate the starting and ending date and applicable scheduled hours for each employee. The Chief will approve the request within three (3) working days after receipt, provided division operations will not be unduly affected on the scheduled days in question.

Section 5.5. Bulletin Boards: The City shall provide at the Employee's work place a bulletin board for the use of the Lodge. Lodge officials shall be responsible for posting and/or approving the postings of notices thereon which employees may read when reporting to or leaving their work stations or during their free time. All notices or literature posted does not first have to be approved by the City or the Chief of Police.

The Lodge agrees that no notices will be placed on the bulletin board which contains:

- A. Personal attacks upon any City employee;
- B. Scandalous, scurrilous or derogatory attacks upon the Administration;
- C. Attacks on any other employee organizations;
- D. Any obscene material;
- E. Ethnic material.

ARTICLE 6
LABOR-MANAGEMENT COMMITTEE

Section 6.1. Meetings: In the interest of sound Labor/Management relations, the Lodge and the City will meet no less than once each quarter at agreeable dates and times for the purpose of discussing those matters outlined in Section 2 below. Meetings in the first and third quarters shall be called by Management and meetings in the second and fourth quarters shall be called by the Lodge. The quarterly meetings may be cancelled by the calling party if they do not have an agenda. Meetings shall be held within a reasonable time (not to exceed fourteen (14) calendar days unless mutually extended by both parties) after a request by either party, having regard for the seriousness of the issues involved. Normally no more than two (2) employee representatives of the Lodge, three (3) representatives of the City and one (1) non-employee representative of the Lodge shall be permitted to attend such meetings.

Section 6.2. Agenda: The party requesting the meeting shall furnish an agenda with the request for the meeting. The Labor Council will furnish names of the Labor Council employees who will be attending. Subjects that may be discussed at these meetings shall include (but not limited to) the items listed below.

- A. Discuss the administration of this Agreement;
- B. Notify the Lodge of changes made by the City which may affect bargaining unit members;
- C. Discuss grievances, which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed by the parties;
- D. Disseminate general information of interest to the parties;
- E. Give the Lodge representatives the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;
- F. Discuss ways to improve efficiency and work performance; and
- G. Consider and discuss health, safety, and training matters.

Section 6.3. Attendance: Lodge employee representatives attending Labor/Management meetings shall not suffer a loss in pay for hours spent in such meetings, if held during the employee's regular scheduled hours of work.

Section 6.4. Reports: Written responses promised by each party's representatives during meetings to items raised at meetings will be submitted to the other party's representatives who attended the meeting within fifteen (15) calendar days after a meeting, unless the parties mutually agree to a time extension. The Labor Council may submit a written report as a result of such meetings.

ARTICLE 7
PERSONNEL FILES

Section 7.1. Personnel File: There shall be only one (1) official personnel file per employee maintained by the City.

- A. Every member shall be allowed to review their personnel file at any reasonable time upon written request. A member may also authorize their attorney to review their personnel file. Such request shall be made to the Human Resources Director or the Human Resources Director's designated representative.
- B. Any member may copy documents in their file. The City may levy a charge for such copying. Such charge shall bear a reasonable relationship to actual costs.
- C. If upon examining their personnel file, any member has reason to believe that there are inaccuracies in documents contained therein, the member may write a memorandum to the Human Resources Director explaining the alleged inaccuracy. The Human Resources Director shall attach the memorandum to the document in the file and shall note thereon the Chief's or designee's agreement or disagreement with the memorandum's contents. Any employee's signature on a document shall mean the member has seen the document and not that the member agrees with its contents unless it is so stated on the document.
- D. The Employer shall notify the member when someone outside city government accesses their file. To the extent allowed by law the Employer shall determine the identity of the person and the reason for such a request.
- E. Records of oral or written reprimands shall cease to have force and effect or be considered in future discipline matters one (1) year after their effective date, providing there are no intervening disciplinary actions taken during that time period.
- F. Records of suspension, demotion or discharge shall cease to have force and effect or be considered in future discipline matter three (3) years after their effective date, providing there are no intervening disciplinary actions taken during that time period.

ARTICLE 8
DISCIPLINE AND SELF-INCRIMINATION

Section 8.1. Purpose: The purpose of this procedure is to outline the process to be followed in the handling of an investigation dealing with complaints or misconduct by officers of the Division. The specific procedures and rights of the City and the officers are outlined so that a clear understanding by both parties may be realized.

Section 8.2. Police Investigation Procedures: The City will use the existing chain of command structure to clarify complaints or allegations regarding members of the Police Division. In general, (unless a special Grand Jury has been convened) the Police Division will be used to investigate criminal complaints or criminal allegations against employees unless the Chief defers to other qualified law enforcement agencies. Any criminal investigation will first be prefaced by a review of the complaint or allegation by the Chief of Police. All shooting instances will be investigated by the Police Division at the direction of the Chief of Police unless the Chief defers to other qualified law enforcement agencies. Disciplinary functions will be handled through the existing chain of command structure.

Section 8.3. Internal Investigations:

- A. The employee shall be informed of the nature of the investigation prior to questioning and shall be informed to the extent known at that time, whether the investigation is focused on the member for potential disciplinary charges.
- B. Before an employee may be charged with any violation of the Division's Rules and Regulations for a refusal to answer questions or participate in an investigation, the employee shall be advised that refusal to answer such questions or participate in such investigation may be the basis of such a charge, in itself. During interviews where an action of record may occur, if an employee desires, the employee shall be given a reasonable opportunity to consult with an appropriate Lodge representative and/or attorney before being required to answer questions.
- C. When the City orders an employee to provide information in an investigation, such information may not be used in any criminal proceedings against the employee. Such information may be used by the City in taking action and in defending such action with respect to discharge or discipline of the employee.
- D. All interrogations and/or interviews of members conducted in conjunction with an investigation shall be audio or videotape recorded by the City at the request of either party. If the employee's statement is reduced to writing, the employee or representative authorized by the employee shall be given a copy of said statement.
- E. When any anonymous or frivolous complaint is made against an employee and if after an investigation there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded.

- F. Any interrogation, questioning, or interviewing of an employee will be conducted at hours reasonably related to the employees shift, preferably during working hours. Such sessions shall be for reasonable periods of time, and time shall be allowed during such questioning for rest periods and attendance to other physical necessities.
- G. Employees may be given a polygraph examination and/or voice stress analyzer examination only if they are the primary focus of an investigation (or a known witness to the incident) that could lead to termination or at the employee's written request directly to the Chief of Police.
- H. In the interest of fair and expeditious corrective action, an employee who has allegedly committed a violation of a minor nature relating to the employee's performance may be interviewed by an immediate supervisor prior to orally correcting and counseling said employee.

Section 8.4. Disciplinary Procedure:

- A. No employee shall be disciplined, reduced in pay or position, suspended or removed, except for just cause. Warnings or reprimands that do not involve a reduction in pay or position, suspension or discharge are not appealable to binding arbitration.
- B. The principles of progressive disciplinary action will be followed with respect to minor offenses. It shall be corrective and applied in a uniform manner. Normal progressive discipline shall consist of, but not limited to, an oral warning, written reprimand, short-term suspension and either a long-term suspension, demotion, or discharge.
- C. The City may take corrective action deemed necessary by the circumstances on a case-by-case basis.
- D. When the Chief of Police schedules an employee for a hearing for the purpose of determining whether or not the employee has committed an infraction that could result in a disciplinary action of record, the employee will be notified of the right to be represented by a representative of the Lodge. A hearing is a meeting between an employee and the City's Representative at the prescribed time and place after the alleged occurrence of the work-related offense. No such hearing shall be held until the employee has had the opportunity to obtain representation or has waived such right. A copy of the charges and a brief outline supporting such charges shall be sent to the employee not less than five (5) working days prior to the date of the hearing. Findings will be issued to the employee after any hearing for which formal charges and specifications have been prepared.
- E. The City agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

- F. In cases where a suspension of ten (10) days or less has been imposed on a bargaining unit employee, the City may offer the employee the option to forfeit accrued leave time (vacation, compensatory time). The forfeiture shall be one (1) hour of leave for each hour of proposed suspension. The type of leave shall be the employee's choice. The forfeiture of leave shall constitute corrective action of record and shall be placed in the employee's personnel file. The forfeiture of leave shall constitute the final resolution of the departmental charges. Once accepted by the employee, forfeiture of leave is not subject to appeal.

Section 8.5. Discovery: Discovery shall be available prior to any pre-disciplinary hearing of evidence to be presented at said hearing. Should any new evidence develop during the hearing, a continuance may be granted to the employee upon receipt so that the new evidence may be reviewed by the employee and the employee's grievance representative and/or attorney.

Section 8.6. Filing of Charges: Internal investigations which result in the filing of criminal charges will be processed in accordance with the procedures of this Article regarding notification of allegations being investigated, except in cases where the interest of the investigations is best served through a confidential investigation.

Section 8.7. Performance Evaluations: Performance evaluations shall be completed in accordance with Civil Service Regulations. Management reserves the right to evaluate employees more often, as may be necessary on a case by case basis. All performance evaluations shall be reviewed with the employee by the employee's supervisor.

ARTICLE 9
GRIEVANCE PROCEDURE

Section 9.1. Purpose: There shall be an earnest, honest and prompt effort to settle grievances, if any controversy or differences arise between an employee and the City or the Lodge and the City.

Section 9.2. Definitions:

- A. A grievance is defined as a claimed violation of this Agreement
- B. Any disciplinary action may be subject to the Grievance Procedure.
- C. Days referred to herein shall be working or duty days of the grievant or the respective management representative.
- D. A class grievance or group grievance is defined as a claimed violation which affects uniformly a group of employees and which can be resolved as to the members of such group by processing a single grievance.

Section 9.3. Procedures:

Step 1.

The employee (or group of employees) will verbally present the complaint to their Captain for a disposition. The grievant(s) may be accompanied by a Lodge representative. This will be done within ten (10) days of the time the incident giving rise to the grievance occurred or within ten (10) days of the time the grievant(s) could reasonably have learned of the claimed grievance.

If the matter is not resolved to the employee(s)' satisfaction, the grievance must be reduced to writing, setting forth the provision of the negotiated Agreement claimed to have been violated, the nature of the grievance, the facts upon which the grievance are based, the relief sought by the grievant(s), the date of the verbal discussion, said date being prima facie valid, and the Captain with whom the discussion was held. The written grievance must be filed by the lodge within ten (10) days after the discussion with the Captain. If the Lodge does not proceed to Step 2 within such ten (10) days, it shall be considered satisfactorily resolved.

Step 2.

If the grievance has not been satisfactorily resolved at Step 1, the grievance shall be submitted in writing by the Lodge to the Chief of Police and the City Manager or the Manager's designee. The Chief with the assistance of the City Manager or designee shall investigate the matter and hold a grievance hearing at a mutually agreeable location within ten (10) days. The City Manager or designee shall respond to the Lodge and the grievant(s) in writing within ten (10) days after the hearing. Both the Lodge and the City shall have the right to call such witnesses as are necessary to the investigation of the grievance. The grievant(s) may be represented by two (2) Lodge representatives and/or counsel, and the City may also be represented by counsel. If a written notice of intent to file under the arbitration procedure (Step 3) is not received by the City Manager's Office within

fourteen (14) days after receipt by the Lodge of the written reply from the City Manager or designee, the matter shall be considered satisfactorily resolved.

Step 3.

Within ten (10) days of receipt of intent to file the arbitration proceedings under the grievance procedure, the Manager and the Lodge shall by letter jointly request a panel list of seven (7) arbitrators from the Federal Mediation and Conciliation Service or America Arbitration Association. The parties shall then choose an arbitrator by alternately striking names from the list until such time as one (1) name remains as the arbitrator chosen by the parties. The parties shall alternate striking the first name. A date for such arbitration shall be set as soon as possible in accordance with the wishes of the parties and the availability of the arbitrator. Any city employee called by either party shall not suffer loss of pay. The arbitrator shall reduce their award to writing and state the reasons for reaching the decision. The arbitrator shall have no power to add to, subtract from, or modify any provisions of the negotiated Agreement. The decision of the arbitrator shall be final and binding on the grievant(s), the Labor Council and the City.

Both the Lodge and the City shall share equally in the costs for the arbitrator including the arbitrator's fees and expenses, and other necessary expenses of the arbitration procedure.

Section 9.4. Time Limits: In the event a supervisor fails to reply to a grievance as set forth herein in the appropriate time, the grievant(s) may proceed to the next step. A grievant(s) who does not proceed to the next step within the appropriate time limit shall be considered to have the grievance satisfactorily resolved unless the City management shall have caused the delay by failure to respond.

It is understood that the time limits imposed in this Article may be extended at any step by mutual written consent of the parties in that step. Likewise, any step in the grievance procedure may be eliminated by mutual written consent of the City Manager and the Lodge. A grievance that is filed because of disciplinary action shall be submitted at the level that issued the discipline.

Section 9.5. Selection of Procedures: An employee who wishes to appeal disciplinary action taken by management which allegedly violates this Agreement shall proceed under the Grievance Procedure contained in this Agreement. An employee will not be entitled to process an appeal with the Civil Service Commission regarding such matters.

Section 9.6. Lodge Participation: While an employee may discuss differences, controversies or a claimed violation of the contract with the employee's immediate supervisor in an attempt to resolve the matter, no formal or written grievance may be filed or processed unless such action is approved by the Lodge or the Grievance representative as provided for heretofore and no grievance shall proceed to Arbitration without the

consent of the Labor Council and the assumption by the Labor Council of the Labor Council's share of the costs of arbitration.

Section 9.7. Informal Discussions: The Grievance Procedure shall in no way prevent the employee from approaching a command officer for information and/or discussion about any matter which might otherwise be initiated as a grievance.

ARTICLE 10 SENIORITY

Section 10.1. Assignments: In determining who will be placed in an open assignment and/or new assignments within the department, the Chief of Police shall give consideration to the seniority of the applicants in making the assignment. When all other objective criteria are equal, as determined by the Chief of Police, seniority shall be the determining factor.

Section 10.2. Open Assignment: Open assignment means a position vacated by an employee which the Chief of Police intends to fill. A position is vacated when an employee terminates employment with the Division of Police, leaves the position as a result of promotion, is transferred or is reassigned to another section.

Section 10.3. New Assignments: A new assignment means any position created in the department to be filled by a sergeant that was not in existence as of the effective date of this Agreement.

Section 10.4. Authority Regarding Assignments: Nothing contained in this Article shall interfere with the authority of the Chief of Police to make or change assignments when necessary for the proper and efficient operation of the Police Division.

Section 10.5. Seniority Defined: City seniority means an employee's length of continuous service with the City since the employee's last date of hire. Classification seniority shall mean the length of continuous service in a single classification (i.e. Sergeant) within the classification series (Police) beginning with the date of appointment into that classification with the City (commonly referred to as "time in grade").

Notwithstanding the paragraph above; seniority time shall be prorated to reflect those periods of absence due to unpaid leave of absence or suspension.

ARTICLE 11
LAYOFF AND RECALL

Section 11.1. Layoff Notification: When the City determines that a layoff or job abolishment is necessary (if hand delivered) they shall notify the affected employees fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. When the notice is mailed it shall be posted seventeen (17) days in advance. The City, upon request from the Labor Council, agrees to discuss with representatives of the Labor Council the impact of the layoff on bargaining unit employees.

Section 11.2. Layoff: The City shall determine in which classifications layoffs will occur. Probationary employees will be laid off prior to permanent employees. Permanent employees will be laid off based on classification retention points. Employees who are to be laid off may elect to displace employees with fewer classification retention points in lower classifications of the same classification series. This displacement will occur in the next lower classification whenever possible starting with the employee in that classification having the fewest classification retention points.

Employees in the Police classification series shall retain their classification seniority points from the affected classification when calculating classification retention points in the next lower classification and so on.

Section 11.3. Recall Notification: Notice of recall shall be sent to the employee, by certified mail with a copy to the Labor Council. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last address provided by the employee.

Section 11.4. Time Limits: An employee shall be eligible for recall for a period of two (2) years after the effective date of the layoff. When the Employer recalls persons off the recall list, they shall be recalled to their previous classification, but not necessarily to the shift they were working when laid off. Vacancies in a classification shall not be filled until all employees eligible for recall to that classification have been offered recall.

The recalled employee shall have five (5) calendar days following the receipt of the recall notice to notify the City of the employee's intention to return to work and shall have an additional fourteen (14) calendar days in which to report for duty, if employed; five (5) calendar days to return to work, if unemployed.

In the event of extenuating circumstances (e.g. illness, injury, absence from the City or other good cause) preventing the employee from returning to work within the fourteen (14) day limit, the City may grant a reasonable extension, but not to exceed thirty (30) days.

Section 11.5. Probationary Period: Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at layoff shall be required to finish such probationary period.

Note! ***Where this article is silent on Layoff and Recall procedures, Civil Service Rules and Regulations will be followed.***

ARTICLE 12
DRUG/ALCOHOL TESTING

Section 12.1. Testing: Drug/alcohol testing may be conducted on employees post-incident, with reasonable suspicion or randomly as part of The Bureau of Workers Compensations' drug free workplace. Random testing may test no more than twenty-five percent (25%) of the City wide work force once a year unless there is already reasonable suspicion. The location of submitting samples shall be mutually agreed.

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

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
- B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use or trafficking;
- D. Information provided either by reliable and credible sources or independently corroborated;
- E. Evidence that an employee has tampered with a previous drug test; and
- F. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

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

Section 12.2. Screening: All drug screening tests shall be conducted by medical laboratories certified by the Department of Health and Human Services or certified by a DHHS recognized certification program. No test shall be considered positive until it has been confirmed by a Gas Chromatography/Mass Spectrometry full scan test or its equivalent. The procedures utilized by the City and testing laboratory shall include an evidentiary chain of custody control. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article. The split sample method of collection shall be used and shall follow prescribed testing procedures. Collection of samples for all random testing shall take place in the police department.

Section 12.3. Alcohol Testing: Alcohol testing shall be done in the same manner as is used to detect drivers operating a motor vehicle under the influence. A positive result of a blood alcohol concentration of .02% or above shall entitle the City to proceed with sanction as set forth in this Article.

Section 12.4. Test Results:

- A. The results of the testing shall be delivered to the City 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. Refusal to submit to the testing provided for under this Article may be grounds for discipline.

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

Section 12.5. Retesting Procedures:

- A. If a drug screening test is positive, the employee may, upon written request have the split sample retested by a DHHS certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result.
- B. In the event the retested split sample confirms the results of the first test, the City may proceed with the sanctions as set forth in this Article.
- C. In the event that the retested split sample contradicts the result of the first test, the retested split sample result is determined to be the final result. The results of this test, if positive, shall allow the City to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.

Section 12.6. Laboratory: The name of the testing laboratory shall be maintained by the City. This laboratory shall conduct any testing directed by the City.

Section 12.7. Employee Sanctions: If the testing required above has produced a positive result, the City may take disciplinary action and/or require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave, and personal leave days for a period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program.

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

Section 12.8. Failure to Comply: If the employee refuses to undergo rehabilitation or detoxification, or if the employee tests positive during a retesting within one (1) year after return to work from such a program, the employee shall be subject to disciplinary action up to and including termination of employment.

Section 12.9. Cost of Tests: Costs of all drug screening test and confirmatory tests shall be borne by the City except that any test initiated at the request of the employee shall be at the employee's expense.

Section 12.10. Records of Results: All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with and subject to state and federal law.

ARTICLE 13
RULES AND REGULATIONS/SAFETY

Section 13.1. Rules and Regulations: The City agrees that Rules, Regulations, Policies and Procedures of the Division shall be furnished to all members of the bargaining unit in written form.

To the extent possible the City agrees that amendments to the Rules, Regulations, Policies and Procedures shall be provided to the Lodge in written form fourteen (14) days in advance of their implementation. The Lodge or any official of the bargaining unit may request a meeting of the Labor Management Committee to seek clarification or to present alternative viewpoints with respect to such amendments.

The City may, in emergencies or where the City is in immediate jeopardy, implement a change in the rules, regulations, policies and procedures. The Lodge review will take place within fourteen (14) days of implementation.

The Rules, Regulations, Policies and Procedures shall be applied and interpreted consistently by the City and may not violate any provision of this Agreement.

Nothing herein shall be construed in any manner as a limitation on the City's right to alter its Rules, Regulations, Policies and Procedures.

Section 13.2. Safety Policy: The City agrees to maintain in safe working condition all facilities and equipment furnished by the City to carry out the duties of each bargaining unit position, but reserves the right to determine what those facilities and equipment shall be. The Lodge agrees to work cooperatively in maintaining safety in the Police Division.

ARTICLE 14
HOURS OF EMPLOYMENT AND OVERTIME

Section 14.1. Hours of Work: Hours of work for full-time employees shall be eighty (80) hours in the fourteen (14) day period defined in Section 4. Hours of work shall include Saturday and Sunday working hours in the interest of public health, safety and welfare.

Section 14.2. Bi-Weekly Work Period and Compensation: The bi-weekly work period for scheduling and overtime purposes shall be fourteen (14) days as defined in Section 4. Each employee shall be paid for all regularly scheduled hours at the conclusion of the bi-weekly period in accordance with a schedule developed by the Director of Finance.

Section 14.3. Trading of Days: The City will allow, at its discretion, trading of workdays within the work period. In such cases, both employees shall take such time at their regular hourly rate.

Section 14.4. Period Definitions: The bi-weekly period mentioned above is defined as a fourteen (14) day period of time commencing on a Sunday (0001 hours) and ending on a Saturday (2400 hours). A day is defined as a twenty-four (24) hour period commencing at 0001 hours and ending at twenty-four hundred (2400) hours. An employee's normal work day is: an eight (8) hour shift of eight (8) consecutive hours, a ten (10) hour shift of ten (10) consecutive hours, or a shift of consecutive hours as may be otherwise mutually agreed in the interest of public health, safety and welfare. An employee's work shift shall be counted as the day the work shift starts.

Section 14.5. Overtime: Employees shall be compensated at a rate of one and one-half (1-1/2) times their hourly rate for all hours worked (excluding sick leave hours and injury leave hours) in excess of eighty (80) in the bi-weekly period except as specified in other Articles and Sections of this Agreement. There will be no rescheduling of regularly scheduled hours within a pay period to avoid the payment of overtime unless the employee requests rescheduling and the request is approved. However, this will not prohibit temporary reassignments to a different shift for special circumstances or for scheduled training.

Section 14.6. Pyramiding Prohibited: Vacation leave hours, holiday hours or other authorized leave hours (excluding sick leave and injury leave hours) shall be included in the total of hours worked to determine overtime hours, but in no event shall an employee pyramid overtime. If an employee is off on sick or injury leave status during any twenty-four (24) hour day (2400 hrs- 2359 hours) and is in paid status for court or training, the employees sick or injury leave hours will be reduced hour for hour by the minimum amount set for payment in the court and training sections of this Agreement. The employee will not be paid overtime on any such day until sick or injury leave hours for that day have been reduced to zero (0).

Section 14.7. Holiday Work: Regular scheduled hours of work for employees shall include holidays in the interest of public health, safety and welfare consistent with other Articles

and Sections of this Agreement. Compensation for holidays will be granted consistent with Article 20 -- Holidays.

Section 14.8. Payment for Overtime: Compensation for overtime work in a work period shall be paid no later than at the conclusion of the next succeeding pay period.

Section 14.9 Time Off in Lieu of Payment: If an employee elects to take time off regularly scheduled hours in lieu of payment for any time compensable as overtime, such time off shall be granted by the Chief at a rate of one and one-half (1-1/2) hours off for every hour worked at a time mutually convenient to the employee and the Chief or designee

Accumulated but unused compensable time shall be paid out between November 1 and Thanksgiving, as determined by the Finance Director, at the employee's regular hourly rate of pay. Overtime hours converted shall be limited to one hundred twenty (120) hours of overtime one hundred eighty (180) compensatory time) in a calendar year. Once the one hundred twenty (120) hour limit is reached all overtime in a calendar year will be paid as overtime. The employee may carry over forty (40) hours of compensable time from one year to the next.

Employees who have a "comp-time" bank of sixty (60) hours or less may choose to convert the overtime portion of holiday pay to compensatory time for holidays actually worked. Such conversion shall be the employee's choice and said employee shall be responsible for timely completion of required paperwork.

Section 14.10. Double Time: All employees shall be paid on the basis of one hundred percent (100%) increase over their regular hourly rate (commonly called double time), should the employee work in excess of sixty (60) hours, on consecutive days without at least twenty-four (24) consecutive hours of off-duty time, i.e., a day off. The double time shall be paid for the entire shift of work on which the employee reaches their sixty first (61st) hour, but not for any subsequent shift. To be eligible for double time, an employee must actually work and not be in paid leave status, including being off work on a holiday, for a minimum of eight (8) hours each day of the consecutive days. The employee also has the responsibility to notify the employer, in advance, when this situation is likely to occur. Failure to notify the employer will nullify the Double Time pay.

Should the employee be placed into this double time situation and should the employee not have a regular scheduled day off within forty-eight (48) hours of the double time event, the employer must permit, at the employees discretion and choice, the employee to reschedule a regular day off or take paid leave, in an amount equal to a day of work, one time between the Double Time day and the employee's next scheduled regular day off. The employee has the right to pick the day, even if it causes manpower to drop below minimum levels.

The employer may decline the day off change/request during times of emergencies, declared for an area which includes the City of Xenia, by either local, county, state or federal governments.

Section 14.11. Overtime Availability: All overtime shall be offered equally to all qualified employees in their classification except:

- A. in case of emergency,
- B. when it becomes necessary for the proper and efficient operation of the Police Division, or
- C. when a particular employee with special skills or qualifications is needed. The City will document manpower overtime offered, worked, or refused.

Section 14.12. Productivity: Employees are expected to use on-duty City paid time to perform Police Department functions. The Labor/Management Committee will review, revise and/or develop reasonable performance standards.

ARTICLE 15
SHIFT PREFERENCE

Section 15.1. Preference: Preference for assignment to a given shift shall be granted to employees of the Division. The procedures or considerations listed shall be followed in order to benefit the employee and to further satisfy the operational needs of the Division.

Section 15.2. Procedure: The following shift preference procedure shall be applicable to assignment of employees:

- A. A shift preference sign-up sheet shall be posted ninety (90) days prior to the beginning of the rotation and final schedule shall be posted sixty (60) days prior to the beginning of the rotation. The rotation shall be four (4) months unless another rotation is mutually agreed upon.
- B. Each employee shall, by written request to the Chief of Police or designee, show their preference.
- C. Such shift preference shall apply to the sergeants who have been sworn sergeants for at least two (2) years. Where conflicts occur in determining shift assignments, preference shall be given to employees with classification seniority unless waived or agreed to by the parties.
- D. If classification seniority is equal, consideration may be given to employees attending educational programs which improves their proficiency and enhances overall division efficiency.
- E. Shift assignments shall be posted thirty (30) days prior to their beginning date.

Section 15.3. Necessary Changes: The exercise of shift preference shall not limit the City from making any work schedule changes at any time that it becomes necessary for the proper and efficient operation of the Police Division, but upon said change, shift preference shall be re-implemented as soon as practicable.

ARTICLE 16
PAY PLAN

Section 16.1. Sergeants shall be paid in accordance with the following pay range 224 pay plan:

Basic Pay Schedule from March 7, 2021 to March 5, 2022 (2.5%)

STEPS	A	B	C
HOURLY	\$39.04	\$40.69	\$42.36
BI-WEEKLY	\$3,123.20	\$3,255.20	\$3,388.80
ANNUALLY	\$81,203.20	\$84,635.20	\$88,108.80

Basic Pay Schedule from March 6, 2022 to March 4, 2023 (2.25%)

STEPS	A	B	C
HOURLY	\$39.92	\$41.61	\$43.31
BI-WEEKLY	\$3,193.60	\$3,328.80	\$3,464.80
ANNUALLY	\$83,033.60	\$86,548.80	\$90,084.80

Basic Pay Schedule from March 5, 2023 to September 2, 2023 (2.25%)

STEPS	A	B	C
HOURLY	\$40.82	\$42.55	\$44.28
BI-WEEKLY	\$3,265.60	\$3,404.00	\$3,542.40
ANNUALLY	\$84,905.60	\$88,504.00	\$92,102.40

Employees will receive a one-time \$500.00 lump sum payment on the first pay of March 2021.

The bi-weekly and annual amounts set forth in the pay schedule are based on an eighty (80) hour bi-weekly work schedule and twenty-six (26) bi-weekly periods per annum and are for information only. Pay will be based on the hourly rate.

Section 16.2. Pay Steps:

- A. The 'A' step shall be the minimum rate and shall be the probationary rate for Sergeants.
- B. A Sergeant becomes eligible and shall be advanced to the 'B' step on the first day following completion of their probationary period in "A" step or one year whichever is longer.
- C. A Sergeant becomes eligible and shall be advanced to the "C" step following completion of twelve (12) months in step "B".
- D. In January of each year, the Chief of Police will assign special tasks to Sergeants based on the Chief's evaluation of the Sergeants ability to carry out the special task.

The Chief may also develop goals and expectations for each task. ***Effective January 1, 2007, all Sergeants shall be plus rated five percent (5%) per hour as payment for performing special tasks as assigned by the Chief. The five percent (5%) plus rate is built into the basic pay schedule effective September 14, 2014.***

- E. For Sergeants, time off without pay shall delay salary step increases for the number of workdays involved; the effective date thus established shall be the date to be used in computing service for future step increases.

Section 16.3. Professional Development Incentives: A Sergeant who has completed one (1) of the following command staff programs: The FBI Academy, Northwestern University's Staff and Command School, The Ohio State University Public Safety Leadership Academy, or Southern Policing Institutes Command School is eligible for a one time \$1,500.00 stipend for each school completed. The stipend is payable upon completion and approval of the Chief.

ARTICLE 17
CALL-IN TIME AND PAY

Section 17.1. Call-in Time: Call-in time is defined as time for work assigned by the Chief of Police or Chief's designated representative, and performed by an employee at a time disconnected from their normal or prescheduled hours of work. Call-in time is not extra time at the beginning or end of the normal or prescheduled hours of work.

Section 17.2. Call-in Pay:

- A. A sergeant who is called in and arrives at work will be credited with a minimum of three (3) hours of work. A sergeant who is called in and works more than three (3) hours will be paid for actual hours worked.
- B. An employee required to handle a work-related matter where their physical presence is not needed will be credited with a minimum of one (1) hour of work or actual hours, whichever is greater.
- C. When a sergeant is called in, travel to and from work will not be compensable unless the sergeant is engaged in work activity as defined by the FLSA.
- D. In the event a call-in is canceled before the sergeant arrives at work, the sergeant will be credited with thirty (30) minutes of work as long as the sergeant acknowledged the call-in before the cancellation.

Sergeants will be compensated for call-in time at their regular hourly rate until their total number of hours worked exceeds eighty (80) in a pay period. Sergeants will be paid at a rate of one and one-half (1 ½) times their regular hourly rate for hours worked in excess of eighty (80) hours in a pay period. The total of hours worked will be calculated in accordance with Article 14, Hours of Employment and Overtime.

Section 17.3. Eligibility: An employee will be compensated for call-in pay provided the employee has worked or is in a paid leave status for all regularly scheduled hours by the end of the work period. An employee called in who has not worked all regularly scheduled hours by the end of the work period will be compensated for call-in time at their regular pay rate for actual hours worked until the employee has a sum of hours equal to regularly scheduled hours. When an employee achieves the sum of hours worked equal to the regular hours normally worked, all call-in time will be compensated for in accordance with Section 2 of this article.

Section 17.4. Call In Hours Worked: The employee is expected to perform a minimum of three (3) hours of work unless otherwise excused and will receive three (3) hours of pay at one and one-half (1-1/2) times their regular rate. The employee is required to check with their supervisor to determine if additional work is to be performed.

The employee may choose, at the employee's option, to work less than three (3) hours. In that case, the employee will be compensated for hours actually worked at one and one-half (1-1/2) times the regular rate.

ARTICLE 18 COURT TIME

Section 18.1. Required Appearance: All employees who are required to appear in court for criminal proceedings or administrative hearings such as liquor violations for license suspensions, when off duty, shall be credited with the actual time that they are required to be in court at a one and one-half (1-1/2) rate. In no event will an employee receive less than four (4) hours pay at a one and one-half (1-1/2) times their regular rate of pay. However, should the Court appearance fall within the four (4) hour time frame before or after the employees tour of duty, the employee shall receive time and one-half (1-1/2) for the hours between the appearance time and the duty time.

Section 18.2. Pay: When the appearance of an employee in a civil action is at the request of the City or on behalf of the City in a matter in which the City is directly interested, or the testimony arises out of and is directly related to the performance of the employee's official duties, the employee, if on duty, shall be released from duty without loss of pay. If the employee, in such a case, is not on duty, they shall be paid for the time that is actually required to be at court at a time and one-half (1-1/2) rate, provided such time is in excess of their regularly scheduled hours, but in no event less than three (3) hours time to be paid at one and one-half (1-1/2) times the regular rate of pay.

An employee may be granted compensatory time off in lieu of pay under this Section at a rate of one and one-half (1-1/2) hours off for every hour worked consistent with Article 14, Section 9.

Section 18.3. Witness Fees: Employees seeking payment for attendance at court hearings or administrative hearings will be expected to collect witness fees for such appearances and shall remit such witness fees to the City. The employee may exercise the option to retain the witness fee and waive the court time payment.

ARTICLE 19
TRAINING

Section 19.1. Training Required: All employees will attend training sessions necessary to maintain and improve skills as required by the Chief of Police unless otherwise excused by the Chief of Police or designee.

Section 19.2. Payments: Off-duty time spent in required training or instruction connected to the employee's regularly scheduled hours shall be paid at the rate of one and one-half (1-1/2) times the employee's normal rate of pay, for actual hours the employee is involved in the training or instruction. Employees who are required to spend time in training or instruction disconnected from their normal work schedule will be credited with a minimum of three (3) hours of work at a rate of one and one-half (1-1/2) times their normal hourly rate of pay. Employees who are required to spend more than three (3) hours in training or instruction disconnected from their normal work schedule will be paid for actual hours in training or instruction at a rate of one and one-half (1-1/2) times their normal hourly rate of pay. An employee may be granted compensatory time off in lieu of pay under this Section consistent with Article 14, Section 9.

ARTICLE 20
STANDBY AND ON-CALL PAY

Section 20.1. Standby Pay: The City will implement standby payments for periods where employees are ordered to be readily available during off-duty shift periods. Standby is defined as a requirement by supervision to a specific sergeant to be readily available to respond to a call to duty during off-duty shifts.

Employees on standby will be required to be at a predetermined location with an operating phone number previously submitted to designated supervision or be readily available by pager. Employees must be able to respond ready for duty within twenty (20) minutes. Such standby assignments shall be made only when deemed necessary and will continue for either a fixed duration or until rescinded by supervision. Standby pay will not be paid unless a specific order is issued by supervision and shall not be paid to employees who may be subject to call but who are not required to be available for immediate reporting for duty.

Section 20.2. On-Call:

- A. An Employee may be placed in "on-call" status by the Chief or the Chief's designee. An Employee in on-call status will be required to be available for duty by pager and/or phone, subject to other conditions listed in this section.
- B. Each employee will be paid twelve and one half percent (12 -1/2%) of the regular rate for each hour of on-call, or any part of an on-call hour for which the employee is ordered to on-call status.
- C. Employees who possess the proper skills as determined by the Chief of Police may be assigned on-call status.
- D. Each employee called for overtime from on-call status will not be eligible for call-in minimums, but will be paid at overtime rates for all overtime hours worked.
- E. Unless specifically ordered to on-call status as provided above, no on-call obligation shall be recognized which results from court appearances, administrative hearings or which is required by any agency other than the Police Division.
- F. Each employee will be expected to respond properly dressed to a notification within thirty (30) minutes or within a reasonable time as the situation dictates.

ARTICLE 21
HOLIDAYS

Section 21.1. Designated Holidays. The following days are designated as paid holidays for all employees:

- A. The first day of January, known as NEW YEAR'S DAY
- B. The third Monday in January, known as MARTIN LUTHER KING DAY
- C. The third Monday of February, known as PRESIDENT'S DAY
- D. The Friday preceding Easter, known as GOOD FRIDAY
- E. The last Monday in May, known as MEMORIAL DAY
- F. The fourth day of July, known as INDEPENDENCE DAY
- G. The first Monday in September, known as LABOR DAY
- H. The eleventh day of November, known as VETERAN'S DAY
- I. The fourth Thursday in November, known as THANKSGIVING DAY
- J. The 25th day of December, known as CHRISTMAS DAY

Section 21.2. Holiday Pay: An employee working the holiday will receive compensation for the holiday at the employee's normal rate of pay times the employee's normally scheduled hours. When a holiday falls on the employee's regular scheduled day off, the employee will be receive eight (8) hours of pay at the employee's normal rate of pay. When an employee is scheduled to be off on the holiday by administration, the employee will receive the number of hours equal to their regular scheduled shift at the normal rate of pay. For purposes of this Article, the holiday shall be the shift with a starting time on the holiday.

Section 21.3. Payment for Working Holidays: Employees who are required to work on the holiday will be paid for actual hours worked at a rate of one and one-half (1-1/2) times their normal rate of pay in addition to compensation for the holiday as specified in Section 2 above unless the employee is deemed not eligible for holiday pay. An employee deemed not eligible for holiday pay will be compensated for actual hours the employee worked times their normal rate of pay for work done on the holiday.

Section 21.4. Eligibility: In order for an employee to be eligible to receive holiday pay, the employee must work their regularly scheduled day before and their regularly scheduled day after the holiday, unless otherwise excused on either of those days. An unexcused absence occurring on the regularly scheduled workday prior to or after the holiday will result in the employee receiving no holiday pay.

Section 21.5. Use of Approved Leave on the Holiday: If an employee is scheduled to work on a holiday and is unable to work due to illness, the employee shall be compensated for the holiday at their normal rate of pay times their normal scheduled hours and not be charged with or compensated for sick leave hours. An employee who uses vacation leave or compensatory time on a holiday shall be paid for vacation leave or compensatory time in addition to holiday pay. An employee who is injured in the line of duty will be

compensated for the holiday at their normal rate of pay times their normally scheduled hours and not be charged with or compensated for injury leave hours.

Section 21.6. Management Determination: The Chief of Police shall determine which employees shall work on the holidays, consistent with other portions of this Agreement.

Section 21.7. Effect of Plus Rating: Employees who work on a holiday as a temporary acting supervisor will receive overtime pay for actual hours worked at the plus rate of pay and compensation for the holiday consistent with Section 3 of this Article.

Section 21.8. Personal Time: On January 1, of each year, all employees are entitled to thirty-two (32) hours of personal time.

ARTICLE 22
VACATION

Section 22.1. Rates of Accrual: Each full-time employee shall accrue vacation at the hourly accrual rate set forth below for actual regular hours worked or while on a paid leave status. Employees on leave of absence without pay, other unpaid status or on lay-off from the City shall not accrue vacation hours during the period of such absence.

LENGTH OF SERVICE	HOURLY ANNUAL RATE	AVERAGE ANNUAL DAYS OF VACATION
Less than 5 complete years of service	0.04616	12 days
Over 5 but less than 10 complete years of service	0.05769	15 days
Over 10 but less than 15 complete years of service	0.06924	18 days
Over 15 but less than 20 complete years of service	0.08076	21 days
Over 20 complete years of service	0.09231	24 days

The Average Annual Days Vacation employees accrue is based on the hourly accrual rate times 2,080 (the average hours employees are scheduled to work) and are listed for information only.

Section 22.2. Effect of Holidays: In the event a holiday occurs during an employee's vacation, the employee at their option shall:

- A. Be compensated for the holiday and vacation time and charged vacation hours, or
- B. Be compensated for the holiday only and not be charged with or compensated for vacation hours.

If the holiday occurs on a day that the employee is regularly scheduled to work and the employee receives the day off, as determined by the City, vacation hours may not be used on that day, nor will additional compensation be granted.

Section 22.3. Call-In During Vacation: If an employee is called in to work while on vacation, the employee shall have the choice, in writing, of the following options:

- A. The employee shall be paid at straight time and not be charged a day of vacation, or
- B. The employee shall be paid at one and one (1-1/2) times their regular pay and be charged with a day of vacation.

Employees shall not be called from vacation unless an emergency exists or available manpower falls below a safe level for the Police Division to properly function.

Section 22.4. Compensation upon Separation: Upon separation from the City's service an employee shall be entitled to compensation for earned but unused vacation leave at the time of separation. Computation of pay for unused vacation shall be based on the hourly rate (as shown in the pay plan) times accrued but unused vacation hours.

Death, either on duty or off duty, is considered as a separation from service, and compensation for accrued and unused vacation hours as identified in this Article will be paid according to law.

Section 22.5. Vacation Scheduling: Vacation leave shall be used in accordance with the work schedule in effect in the Division and upon approval of the Chief of Police.

Vacation leave must be scheduled sufficiently ahead of time on in order to provide management sufficient time to arrange the work schedule.

Whenever two or more employees on a shift wish to take vacations and the work schedule of the Division is such that not all can take it at the same time, classification seniority shall be the determining factor in deciding who shall take vacation.

Length of advance notice required and limitation of numbers of individuals on simultaneous leave shall be at the discretion of Management in line with scheduling difficulties. Once vacation time has been scheduled, no bumping of said vacation time shall take place on the basis of classification seniority after thirty (30) days from the date of schedule.

Section 22.6. Maximum Accumulation. The intention of vacation is to permit the employee time to rejuvenate from the work schedule. Therefore, substantial accumulation of vacation is strongly discouraged. Accumulation of vacation shall not exceed a maximum of two hundred and forty (240) hours for employees with less than twenty (20) years of service and shall not exceed a maximum of three hundred and sixty (360) hours for employees with more than twenty (20) years of service.

Section 22.7. Advance Payment: Employees, upon proper request, may receive vacation pay in advance of the vacation period. The request for vacation pay shall be submitted to the Finance Director, in writing, at least one (1) week ahead of the next scheduled pay, at which time the employee expects to receive the advanced vacation pay.

Section 22.8. Prior Public Service Employment Credit: Employees are entitled to receive prior public service employment service credits as follows:

- A. A full-time employee, hired before January 1, 1985, who was formerly employed by the State of Ohio or a political subdivision thereof, is entitled to additional vacation credits based upon such prior public service.
- B. A full-time employee, hired after January 1, 1985, shall accumulate vacation time using prior public service with the State of Ohio or a political subdivision thereof for the six (6) year period preceding the employee's employment with the City. Each employee shall, within sixty (60) days of employment, furnish the Director of Finance with certification of such public service to receive prior public service employment credit.
- C. For employees hired on or after May 24, 2018:
 - a. An employee is entitled to have prior public service with the State of Ohio or a political subdivision thereof, or armed forces, for the six-year period immediately preceding his or her employment with the City, used for the purpose of computing the employee's vacation accrual rate.
 - b. "Political Subdivision" is defined as an Ohio city, county, township or special district which pays into either the OPERS or OP&F pension systems.
 - c. "Armed forces" are defined as active duty served, including active reserve, with the Coast Guard, Army, Marines, Navy or Air force.
 - d. Other entities not specifically referenced will not be considered for prior public service credit.
 - e. An employee who has received or is receiving retirement benefits in accordance with the provisions of any retirement plan offered by the State of Ohio (a reemployed retiree) will not have any prior public service included in the calculation for the purpose of determining vacation accrual benefits.
 - f. It is the responsibility of the employee to provide documentation from prior employers and/or the applicable pension plan verifying prior service within ninety (90) days from his/her full-time date of employment with the City. Requests for prior service credit received after the 90th day of full-time employment must be approved by the appropriate appointed official.

The City agrees to recognize prior service in the "Armed forces" as defined above for eligible employees hired prior to May 24, 2018 for future vacation accrual purposes

only. Retroactive vacation accruals will not be provided.

Section 22.9. Effect of City Lay-Off: An employee who is laid off and returns to work in accordance with the lay-off policy as adopted and as amended by the Civil Service Commission, shall be credited with years and months of full-time service employed by the City prior to the lay-off, as a credit towards the employees length of service in Section 1 of this Article.

ARTICLE 23
UNIFORM ALLOWANCE

Section 23.1. Uniform Allowance: All sergeants will be provided with an annual stipend totaling \$1,100. The annual stipend will be provided as a taxable payment to each employee on or before January 31 each year. In addition, the City will pay for required uniform patches and embroidery. It is expected that this compensation will be used at the discretion of the employee for the purpose of acquiring necessary uniform, clothing and equipment; consequently, it is each employee's responsibility to have the necessary gear for the work environment at the beginning of his/her shift, and there will be no exceptions.

Section 23.2. Authorized Use of Uniforms: Uniforms provided by the City shall not be worn at any time other than actual employment, traveling to and from such work, or as approved by the Chief of Police

Section 23.3. Maintenance: Each uniform provided for employees shall be kept clean and in good repair by the employee. Rented uniforms shall be kept clean by the renting agency; however, the employee shall make sure that it is available to the agency for cleaning.

Section 23.4. Purchase or Rental: Uniforms shall be purchased or may be rented where the best price advantages can be obtained consistent with the quality and uniformity required within the Division.

Section 23.5. Damages - Advance Payment: If, during the exercise of the employees duties, an employee damages an item (or items) of their uniform and the employee does not have enough in the employee's allotment to cover the replacement, the employee may have an advance in their allotment, upon approval of the City Manager.

Section 23.6. Transfer Promotion - Advance Pay: Upon transfer to a position where uniforms are not worn, the employee shall be allotted three hundred dollars (\$300.00) for clothing in addition to the employee's regular clothing allotment at the time of the transfer. In instances of promotion to a higher rank, or transfer to uniform patrol, the City will, upon request advance one hundred and twenty-five dollars (\$125.00) of the employee's allotment. In instances when an employee is put in a temporary assignment to a different section in the Police Division, which results in a change from the employee's normal uniform, the employee may request, and the City will, advance up to one hundred and twenty-five dollars (\$125.00) of the employee's uniform allowance. For the purpose of this Section, temporary assignment will not exceed one-hundred twenty (120) calendar days.

Section 23.7. Theft or Loss of Uniforms: Items or uniforms stolen or lost shall be replaced by the employee, except items stolen at no fault of the employee, as determined by the City, shall be replaced by the City.

Section 23.8. Return of Uniforms upon Separation: Upon separation from City service, all City-owned equipment (*ex: Firearm, Taser, Radio, etc*) and any uniform items which bear the Xenia Police Division patch or badge shall be returned to the Police Chief before terminal pay is issued. All other equipment and uniform items purchased through the Sergeant's uniform allowance shall remain the property of the employee.

Section 23.9. New Items: The City will pay for the addition of any new (not style change) uniform requirement above fifty dollars (\$50.00) for each item.

Section 23.10. Retirement Purchase of Weapon: Upon retirement, under the State Pension System, an employee will be permitted to purchase their service weapon for fifty percent (50%) of its then value at the time of retirement not to exceed one hundred dollars (\$100.00).

ARTICLE 24
GROUP INSURANCE BENEFITS

Section 24.1. Life Insurance: The City will provide and pay the necessary premium for all full-time employees for life insurance in the amount of fifty thousand dollars (\$50,000.00) per employee as part of a group term life insurance plan and fifty thousand dollars (\$50,000.00) per employee of accidental death and dismemberment insurance.

Section 24.2. Liability Insurance: The City shall provide and pay the necessary premium for all full-time employees for police professional liability insurance with limits of coverage as determined by the City.

Section 24.3. Medical and Hospitalization Insurance: All full-time employees shall be entitled to participate in the City's Group Hospitalization (Health) Insurance Program.

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

Section 24.4. Payment of Premiums: The City shall pay eighty-five percent (85%) of the cost of the monthly premium. The participating employee shall pay fifteen percent (15%) of the monthly premium by payroll deduction. However, employees hired after September 15, 2003 shall pay twenty percent (20%) of the monthly premium.

For plan year 2020, health insurance deductions for employees subject to the 70/30 premium split will change to 80/20 effective with the first paycheck in March 2021.

The City shall make available an I.R.S. 125 Plan to allow employee insurance premiums to be deducted pre-tax.

In addition, when the City offers a Health Savings Account (HSA) plan, the City shall contribute \$3500.00 total in a calendar year for employees enrolled in the HSA family plan or the City shall contribute \$1500.00 total in a calendar year for employees enrolled in the HSA single plan. The City shall determine the contribution dates.

Section 24.5. Payroll Deductions: The City agrees to deduct the employee's payment for health insurance by payroll deduction twice a month in equal amounts. In the event the monthly excess stated above is not an even amount (i.e., Divisible by 2), the employee shall pay two (2) equal amounts not to exceed the monthly excess, the City will pay the monthly amount listed above plus the balance owed one cent (\$.01)

Section 24.6. Substitution of Coverage: The parties commit to participate in a City-wide Insurance Committee consisting of representatives from the bargaining unit, management, representatives from other City bargaining units and representatives from non-union staff. This committee will participate in the insurance renewal process. The scope of the committee's charge shall be to review the current plan and cost, and to investigate alternate plans, benefits, and brokers. The goal of the committee will be to maintain an acceptable level of coverage and cost for both the employees and the City. The recommendation approved by the committee members will be presented to the appointed officials. City Council retains the right to accept or reject the committee's recommendation.

Section 24.7. Compensation in Lieu of Benefits is Prohibited: When the City, at the recommendation of the Insurance Committee, offers an opt-out program (compensation in lieu of benefits) eligible employees who waive participation in the City's group health insurance plan will be eligible for an opt-out benefit based on the terms and conditions of the program.

In the event both spouses or a parent and adult child are employed by the City and one waives coverage, the spouse, parent or child waiving the City's coverage is not eligible to receive compensation in-lieu of benefits offered under the opt-out program.

Section 24.8. Dental Insurance: The City shall make available a group dental insurance program through payroll deduction. The City shall assume sixty percent (60%) of the premiums. The employee's share of the premiums shall be subject to Section 5 of this Article.

ARTICLE 25
TUITION REIMBURSEMENT

Section 25.1. Purpose: The purpose of this Article is to provide an incentive for employees to continue their education and training in job-related programs which will improve their skills and abilities in performing their job responsibilities.

Section 25.2. Reimbursement Amount: The City shall reimburse employees (according to the below schedule) the cost of tuition and/or proficiency examinations incurred in pursuing a job-related educational program or one leading to an Associate, Bachelor's or Post-Graduate's degree from any institution of higher education. Such reimbursement shall not exceed one thousand five hundred dollars (\$1500.00) for any calendar year. The following reimbursement shall apply:

Grade	Percent
C or above	100%

Section 25.3. Sign-up Request: On or before August 15 of each year, each employee shall complete an education request form indicating the employee's intention to enroll in continuing education for the following calendar year. The employee shall indicate their name, the degree sought, the courses to be taken in the following calendar year, and an explanation as to how any such course of study relates to the employee's job responsibilities. All such requests shall be subject to the approval of the Chief, whose approval must be obtained in writing before enrolling in the course(s).

Section 25.4. Reimbursement Eligibility: To be eligible for reimbursement, the employee must have successfully completed the course with a grade of "C" or better. Reimbursement will be made within thirty (30) days following receipt of the following information:

- A. A transcript or grade report.
- B. A receipt indicating the amount of tuition paid by the employee.
- C. An authorization form permitting the City to deduct the amount of the reimbursement from the final paycheck should the employee terminate their employment within one (1) year of completing the course(s), for whatever reason, In the event the final check(s) do not cover the tuition reimbursed by the City, the employee will be required to make payment to the City to the extent the tuition reimbursed exceeds the final check(s).
- D. In order to be eligible for tuition reimbursement, the employee must have one (1) year of continuous service with the City and must have obtained each of the various certifications required in the employee's job description.

ARTICLE 26
SICK LEAVE

Section 26.1. Rates of Accrual and maximum Accumulation: Each full-time employee shall be entitled to accumulate sick leave at the rate of 0.05770 credits per hour for each regularly scheduled work hour with a two thousand and eighty (2,080) hour limit on accumulation. The normal average monthly sick leave accrual shall be ten (10) work hours. The normal average yearly sick leave accrual shall average one hundred and twenty (120) work hours (0.05770 times 2,080 - the average scheduled hours an employee works during a given year). Overtime hours shall not be used when computing sick leave accrual.

Section 26.2. Permissible Uses: Employees may use sick leave for absence due to the employee's illness, injury, doctor's or dentist's appointments (limited to the time of the appointment plus reasonable travel time), exposure to contagious disease which could be communicated to other employees and absence due to illness, injury or death in the employee's immediate family when the employee's presence is necessary.

In the event that the City offers an alternative assignment on a temporary basis to an employee who is unable to perform his/her normal job duties due to work-related injury or illness and the City provides reasonable productive accommodations for the employee, and the employee refuses to return to work, the employee may not use sick leave for their absence.

Interpretation of immediate family in terms of serious illness, or injury is generally determined to be the spouse, parents, (either natural, step, foster or in-law), children (natural, step, adopted or foster) and other relatives living in the employee's household. However, the Chief of Police is authorized to evaluate the individual employee's family relationship in determining what other family members might be considered to be immediate family because of the closeness of their relationship.

For purposes of bereavement leave the immediate family shall include spouse, parent, parent-in-law, step-parent, child, step-child, brother, sister, grandparent, grandchild, half-brother, half-sister, grandparent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law and other relatives living in the employee's household, or any person for whom an employee serves as legal guardian.

Upon the death of a qualifying family member up to three (3) work days of bereavement leave shall be granted by the City. The Chief of Police may extend such leave up to a total of seven (7) work days. The Chief may require verification for the use of bereavement leave. Bereavement leave days shall be deducted from accrued sick leave days.

Section 26.3. Sick Leave on Holidays: In the event a holiday occurs when an employee is normally scheduled to work and the employee is eligible for compensation under this Article, the employee will receive compensation for the holiday at the regular

pay rate times the normally scheduled hours and not be charged with or compensated for sick leave.

Section 26.4. Notification: Each employee shall notify, or cause the employee's supervisor to be notified, of such absence not later than one (1) hour prior to the regular starting time of the working day.

Section 26.5. Doctor's Certificate: A Doctor's certificate to substantiate periods of three (3) consecutive days or more may be required by the City, and may also be required for a period of one (1) day in the following cases:

- A. For probationary employees,
- B. Repeated one or two (2) day absences (beginning with the fourth such occurrences in one twelve-month period), or
- C. Multiple absences on a single day (two or more employees).

The City has the right and may if it so chooses, investigate all sick leave before compensation is paid, and if paid, require repayment of sick pay where abuse has been proven.

Section 26.6. Unusual Cases: A deficit of not more than five (5) days may be granted in unusual cases on request of the employee, recommendation of the Police Chief, and approval of the City Manager.

Section 26.7. Compensation upon Separation: Accumulated (unused) sick leave at termination of employment up to an accumulation of one thousand four hundred (1,400) hours (one hundred and seventy-five (175) working days) will be reimbursed as follows:

$$\% \text{ CREDIT} = 5 + H/32$$

In the above formula, "H" is the accumulated (unused) sick leave hours at termination of employment. The number of hours of sick leave that will be reimbursed will be the credit times the number of hours of accumulated sick leave, but not to exceed twelve hundred and eighty (1,280) hours.

$$\text{PAY} = R \times (H/100) \times [5 + (H/32)]$$

In the above formula, "R" is the hourly rate of pay of the officer at date of termination, and "H" is the accumulated sick leave hour balance at date of termination, but not to exceed twelve hundred and eighty (1,280) hours.

The above provisions shall apply only to full-time employees who have completed one (1) full year of service with the City of Xenia.

Death, either on duty or off duty, is considered as a separation from service, and compensation for accrued but unused sick leave (as identified in this Section) will be paid according to law.

Section 26.8. Reinstatement: Any employee, who receives payment for unused sick leave and is later reinstated, may not have sick leave reinstated. This Section does not apply to employees whose employment is terminated as a product of the City's lay-off procedures. Employees laid off and rehired under those procedures shall have the option of, upon reimbursement of the amount previously received for said hours, having that earned sick leave reinstated.

Employees with less than one (1) year of service, who were laid off and received no compensation for said hours, may, upon written request, have these accumulated (unused) sick hours reinstated.

Section 26.9. Transfer of Sick Leave: Any employee with prior service with another public agency of the State of Ohio shall be credited with the balance of accumulated but unused sick leave upon proper certification of the accumulated but unused sick leave from the previous public employer.

Section 26.10. False Claim: The City reserves the right to withhold benefit payments or take disciplinary action up to and including discharge against an employee who is guilty of submitting a false claim for benefits covered in this Article or for working for another employer while on sick leave and is physically capable of performing assigned classification duties.

Section 26.11. Other Provisions: Compensation for sick leave upon separation will not be made if an employee with less than ten years of service in the City of Xenia is dismissed from employment, or resigned in anticipation of being dismissed from employment for an act or acts which would result in criminal prosecution. The City will determine whether or not this Section applies in each individual case and agrees not to exercise its rights in a capricious or discriminatory manner against any employee.

Section 26.12. Sick Leave Donation Program: This program has been established to help those employees who are in need because their own serious health condition or the serious health condition of their immediate family member as defined under the Family Medical Leave Act, and have exhausted all other paid leave including sick leave, personal leave, vacation time, and compensatory time. This program does not supersede or replace other retirement or disability programs.

When the Human Resources Office is made aware of the need for sick leave donations, a notice will be sent to all eligible participating employees requesting their help. Any eligible employee may then voluntarily elect to contribute, permanently, sick leave credits for a Sick Leave Catastrophic Incident. In addition the following criteria will apply:

- A. Only regular, full-time, non-probationary, eligible employees are able to donate sick leave credits or to be a recipient of a donation. The employee must have at least forty (40) sick leave credits (320 hours) accumulated at the time of donation.
- B. A sick leave credit will be defined as eight (8) hours and will not have an hourly rate attached.
- C. An employee may contribute only five (5) sick leave credits (40 hours) per year.
- D. A sick leave credit donation is permanent and therefore cannot be returned to the donor or converted to cash by the donee's estate.
- E. The sick leave credits will be used in place of the employee's regularly scheduled workdays to the extent they are necessary.
- F. A donated sick leave credit will not count as a separate absence for the donating employee.
- G. Donated sick leave credits can be used to cover retroactive unpaid regularly scheduled workdays.
- H. An employee will not accrue vacation or sick leave while receiving donated sick leave.
- I. An employee may receive up to 480 hours of donated sick leave during a rolling twelve month period measured backward until donations are not available.
- J. An employee's illness or disability must be certified by a physician.
- K. When an employee is about to exhaust their own accumulated sick leave, a request for donated sick leave may be made in writing to the Human Resources Director. The physician's certification must be attached to the request. The City will determine eligibility for donations and that determination will be final. If it is determined that an employee is eligible to receive donated sick leave credits, eligible employees will be notified in writing of the request for donations. An employee who voluntarily chooses to donate sick leave credits must complete a Sick Leave Donation Form and submit it to the supervisor who will notify the payroll department to deduct the credit from the employee's sick leave balance. A copy of the donation form will be maintained in the donor's personnel file. The payroll clerk will credit the donee's donated sick leave balance by the number of credits received from other employees.
- L. If an employee returns to work before using all of the donated sick leave, the employee may request the balance to be added to the employee's regular sick leave line total.

Section 26.13. Converting Sick Leave Time to Vacation Time: Sergeants with sick leave accumulation in excess of 1000 hours may elect to convert 96 hours sick leave for 24 hours vacation one time per calendar year during the duration of this agreement. The conversion must not cause the sick leave balance to drop below 1000 hours. This article will not change the maximum vacation accrual levels.

ARTICLE 27 INJURY LEAVE

Section 27.1. Extent of Benefit: In the event an employee suffers an injury and is unable to work as a result of an on-duty accident or incident other than for reason of misbehavior or carelessness (which goes beyond negligence) on the part of the employee, and such injury is determined to be allowable by the Bureau of Workers' Compensation (BWC) or Industrial Commission (IC), the employee may receive up to seven hundred twenty (720) hours of leave for each new and separate injury.

An employee who contracts a communicable disease, which is the result of an on-duty exposure incident with the City of Xenia, will be eligible for injury leave.

When injury leave is exhausted, the employee may elect to use accumulated sick leave and/or other accrued leave.

In extreme cases where the employee has exhausted all sick leave and other accrued leave, additional injury leave may be granted at the discretion of the City Manager, considering the facts of the particular case.

Where disability caused by an in-the-line-of-duty injury continues for a period of twelve (12) months, and all leave is exhausted, the employee shall apply for disability retirement within thirty (30) days; and upon receipt of a decision from the pension board granting disability retirement, retire at the time specified in the order.

Section 27.2. Reporting: All known on-duty injuries must be reported to the employee's immediate supervisor no later than the end of the shift or as soon as practicable after injury becomes known. A written injury report will be prepared, signed by the employee, if able, and forwarded to the Chief of Police and Human Resources Department. This statement shall show conclusively that the injury was sustained in the line of duty and did not result from misbehavior or carelessness (which goes beyond negligence) on the part of the employee.

Section 27.3. Workers' Compensation: When the employee is unable to work for three or more days as a result of an in-the-line-of-duty injury, the employee will cause a claim to be filed for Workers' Compensation benefits.

To the extent that an employee is charged with sick leave for a period in which the employee is entitled to injury leave, the sick leave will be reinstated to the employee's accrual.

In the event the Bureau of Workers' Compensation (BWC) or the Industrial Commission (IC) determines that the injury is not the result of an on-duty accident or incident with the City of Xenia, any injury leave hours the employee received will be reverted to sick leave and/or other available paid leave hours. If the employee does not have sufficient paid leave hours available to reimburse the City for all injury leave hours received for a

denied claim, the employee shall make full restitution to the City through a mutually agreeable arrangement.

Section 27.4. Payments: The employee will receive their regular salary paid by the City. All payments for wages, while an employee is on injury, sick, or other accrued leave, received by the employee from Workers' Compensation, will be immediately turned over to the City of Xenia. If the payments for wages are not turned over to the City by the employee, the Director of Finance is authorized to collect the amount due the City from the employee. The Director of Finance may use whatever means legally necessary to collect the amount due the City, including deductions from wages due the employee, and from terminal pay.

Section 27.5. Evidence: The City may require, at any time, the employee to furnish medical evidence and/or submit to a medical examination by a City designated physician at the City's expense, to determine whether the alleged injury is a new and separate injury or an aggravation of a former in-the-line-of-duty injury received while in City service.

Section 27.6. Effect of Holidays: If an employee is scheduled to work on a holiday and is eligible for compensation under this Article, the employee shall be compensated for the holiday at the normal rate of pay times the normally scheduled hours and not be charged or compensated for injury leave.

Section 27.7. False Claim: The City has the right to, and may if it so chooses, investigate any and all injury leave claims before compensation is paid. Management reserves the right to withhold benefit payments or take disciplinary action up to and including discharge against an employee who is guilty of submitting a false claim for benefits covered in this Article or for working for another employer while on injury leave and is physically capable of performing their assigned classification

ARTICLE 28
WORK HARDENING

Section 28.1. Definition: The work hardening program is designed to allow an injured employee to return to work on a controlled schedule of gradually increasing job tasks which will result in a return to full duty.

Section 28.2. Eligibility: To be eligible for this program, a sick or injured employee will request this program from the Chief in writing. The employee's physician must certify that such a program is beneficial and agree to document the limitations. An evaluation form, which is mutually agreed to by labor and management, will be provided to the employee by the Chief, at the employee's request. The physician must complete the form in its entirety. An original signature must be provided by the physician.

Section 28.3. Program: Upon joint consensus between the Chief, the employee and the employee's physician; a schedule of work will be written outlining the entire progression. The job tasks will be divided into three stages of increasing physical demands. A physician's evaluation must be provided at three week intervals. A time period not to exceed a total of nine weeks will be designated. This program may be expanded with a mutual agreement and will be handled on a case by case basis. There must be a reasonable expectation that the employee will be able to return to full duty at the end of the designated period. If at any time, the Chief feels an employee is not progressing satisfactorily, the Chief may cancel the assignment and return the employee to sick/injury leave.

Section 28.4. Program Limits: The program will be limited to only one employee at any given time. The Chief will judge the best candidate in case of duplicate requests. The employee may only use this program once for each given illness or injury. These limits may be expanded, by mutual agreement of the Labor Management Committee, on a case by case basis.

ARTICLE 29 SPECIAL LEAVES

Section 29.1. Military Leave. This City shall grant Military Leave as governed by the applicable provisions of the Xenia City Ordinances, Ohio Revised Code and Federal Law.

Section 29.2. Family and Medical Leave. For the purposes of implementing the provisions of the Family Medical Leave Act (FMLA), the time period for calculating the benefit year will be a rolling twelve (12) month period measured backward from the date leave is taken and continuous with each additional leave day taken.

Family or Medical Leave approved in accordance with the Act will be used concurrently with available paid leave before any leave becomes unpaid.

An employee must follow the usual and customary call-in procedures for reporting an absence, absent unusual circumstances.

It is intended that this Article comply with the Family and Medical Leave Act of 1993 (as amended) and the Employer may promulgate policies in furtherance of the Family and Medical Leave Act that are not inconsistent with this Agreement.

Employees are required to submit all necessary paperwork in compliance with the Act and any incidental costs associated with completion of the paperwork is the responsibility of the employee.

Section 29.3 Maternity/Paternity Leave: An employee shall use sick leave (if available) for maternity purposes from the time the employee's doctor certifies the employee can no longer perform the essential functions of their position until the doctor certifies the employee can return to duty.

An employee may use up to ten (10) days of sick (paternity) leave due to the birth of a child. An employee may use up to ten (10) days of sick leave for the adoption or new placement of a foster child. An extension of such leave may be granted under sick leave if the condition of the baby and/or the mother qualifies.

ARTICLE30
TRAVEL, CONFERENCE AND TRAINING EXPENSES

Section 30.1. Travel: Employees must be authorized to use their personal vehicles on City business before such use. The mileage shall be itemized and properly justified before approval of payment.

Section 30.2. Conferences, Training Sessions: The Chief of Police or other authority shall approve the participation of the employee(s) in conferences and training sessions. Checks for expenses may be drawn in advance of the actual attendance at a conference, training session, or other official authorized City business. The rate of expenses in advance shall be no less than the current amount contained in the employee handbook.

Section 30.3. Administration: Either reimbursement or advance payment shall be reviewed by the Division and Department Head and a positive recommendation is necessary before the City Manager can approve the voucher. An employee is entitled to be reimbursed for reasonable actual expenses whether or not an advance payment is made. Receipts for expenditures shall be presented with the voucher so as to accurately determine the actual amount of expenditures.

Section 30.4. Other Provisions: This Article does not apply to Lodge business. Expenses related to Lodge business are not chargeable to or reimbursable by the City.

ARTICLE 31
MISCELLANEOUS

Section 31.1. Emergency Meal Allowance: The City will either furnish meals or reimburse employees for meals provided the employees work in excess of twelve (12) consecutive hours. Reimbursement will not be paid for an employee's regular lunch period. Maximum reimbursement for meals under this Section shall be ten dollars (\$10.00) per meal. Whenever practicable and while on City time, employees shall be given a period of fifteen (15) minutes in accordance with scheduling requirements for the purpose of eating during each of the above periods. This Section is intended to apply to situations where employees are unexpectedly called for duty because of emergencies such as riots and disasters, and shall not apply to double shifts within any days as the result of shift rotation or trading of days.

Section 31.2. Residency During the term of this agreement, members of the bargaining unit shall reside within any of the following counties: Greene, Warren, Clinton, Clark, Montgomery, Madison, Fayette, Champaign, Miami, Butler, Preble, and Highland. Persons may be appointed who certify, in writing, that they will satisfy all residency requirements within six (6) months after appointment. Appointees who fail to acquire or retain their residency within the required limits shall be dismissed from employment.

Section 31.3. Fitness

A Sergeant who meets the following criteria will be eligible for a \$775 quarterly fitness incentive:

1. Engages in an off-duty physical fitness activity of at least 24 times per quarter consisting of a minimum of thirty (30) minutes up to three (3) times per week (Sunday thru Saturday); and
2. Submits a bi-weekly email including type of fitness performed and date completed no later than seven (7) days following end of the pay period when the fitness was performed; and
3. Provides proof of an annual preventative physical and preventative lab work, including but not limited to, cholesterol screening and diabetes screening no later than November 1st of each calendar year. The Sergeant is not required to provide the results of the physical, only proof that the physical and lab work was performed; and
4. Submits a written request for each quarterly payment within thirty (30) days of the end of each quarter.

The incentives will be paid between November 1 and Thanksgiving, as determined by the Finance Director.

No exceptions will be made for inability to meet the above criteria.

Fitness may be performed at any location (inside or outside the City of Xenia) that the Sergeant chooses. This includes, but is not limited to, professional fitness centers, hotel fitness centers, home gyms and open air locations.

ARTICLE 32
ATTENDANCE

Section 32.1 Definitions:

Absence: Absence is defined as work time lost when an employee does not work as scheduled. When an employee is absent for sixty (60) minutes or more of his/her scheduled shift it will count as one (1) Absence Occurrence unless the absence is one of the Exceptions set forth below. Consecutive days of absence for the same reason will count as one (1) occurrence.

Tardy: Tardy occurs when an employee is not present, and ready to begin working at the employee's assigned shift time. Each tardy will count as one (1) Tardy Occurrence unless the absence is one of the Exceptions set forth below.

No Call/No Show: No call/no show occurs when an employee failed to notify his/her supervisor and does not report to work. This may result in corrective action up to and including termination following investigation of the situation.

Section 32.2 Notification: In the event an employee will be unable to report to work as scheduled, the employee must notify the on-duty supervisor at least one (1) hour before their scheduled start time. If his/her supervisor is not available, the employee must call dispatch and ask the dispatcher to notify the on-duty supervisor. The employee is responsible for keeping his/her supervisor informed as to when they expect to return to work. This procedure applies when employees are going to be absent or tardy. Employees must provide a reason for their absence or tardiness.

Section 32.3 Exceptions: Time away from work approved for the following reasons will not count as an occurrence:

1. Approved family and/or medical leaves of absence (FMLA);
2. Pre-scheduled and pre-approved use of the following paid leave: vacation, sick leave, personal or compensatory time;
3. Military leave;
4. Leave for Jury Duty;
5. Approved Bereavement leave;
6. Approved Injury Leave

Section 32.4 Corrective Action: Tardy Occurrences in a rolling 12-month calendar measured backward will result in the corrective action below that coincides with the number of occurrences. Absence Occurrences and Tardy Occurrences shall not be combined for purposes of progressive discipline. Occurrences shall fall off the applicable category 12 months from the date of the occurrence.

<u>Tardy Occurrences</u>	<u>Correction Action</u>
1 Occurrence	Note to File
2 Occurrences	Counseling
3 Occurrences	Verbal Warning
4 Occurrences	Written Warning
5 Occurrences	Suspension
Over 5 Occurrences	Termination

Section 32.5 Corrective Action: Absence Occurrences in a rolling 12-month calendar measured backward will result in the corrective action below that coincides with the number of occurrences. Absence Occurrences and Tardy Occurrences shall not be combined for purposes of progressive discipline. Occurrences shall fall off the applicable category 12 months from the date of the occurrence.

<u>Absence Occurrences</u>	<u>Correction Action</u>
4 Occurrence	Counseling
6 Occurrences	Verbal Warning
8 Occurrences	Written Warning
10 Occurrences	Suspension
11 Occurrences	Termination

ARTICLE 33
ENTIRE AGREEMENT, WAIVER OF BARGAINING.

Section 33.1. Entire Agreement Clause: This Agreement supersedes and cancels all prior agreements between the parties, whether such agreements were written, or based on past practice, and constitutes the entire agreement between the parties.

Unless otherwise specifically provided in this Agreement, no changes in this Agreement shall be made unless there is written accord by and between the parties hereto to do so. Any negotiated changes, to be effective and incorporated in this Agreement, must be in writing and signed by the parties.

Section 33.2. Waiver of Bargaining: The parties acknowledge that during negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. Therefore, the parties agree that for the life of this agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered in this agreement except as provided in Article 1. with respect to any subject or matter not referred to or covered in this agreement the provisions of applicable law shall prevail.

ARTICLE 34
WAIVER IN CASE OF EMERGENCY

Section 34.1. Waiver In Case of Emergency: In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Greene County Sheriff, the City Manager of Xenia, or any other authorized governmental official, 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. Selected work rules and/or agreements and practices relating to the assignment of employees.

Section 34.2. Cancellation Reimbursement: In the event an approved vacation is canceled by the Employer, in an emergency as defined in Section 34.1, the employee shall be reimbursed by the Employer for the employee's loss of unrecoverable monetary deposits for reservations or travel tickets. The employee shall be required to present documentation supporting such a claim.

ARTICLE 35
DURATION

Section 34.1. Duration: The effective date of this Agreement shall be March 7, 2021. This Agreement shall remain in effect through September 2, 2023, and shall continue thereafter in effect for successive periods of twelve (12) months, unless either party to this Agreement, on or before ninety (90) calendar days prior to the expiration of such period, notifies the other party in writing of its intention to terminate this Agreement or to amend any terms thereof. Upon the delivery of such notice, the parties shall meet with respect to a new agreement, sufficiently in advance of the expiration date so as to enable the parties in their attempts to reach an agreement prior to expiration.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have set their hands, this 27th day of January, 2021.

CITY OF XENIA, OHIO



**Brent W Merriman,
City Manager**

**Jared Holloway,
Assistant City Manager**



**Jacqueline Potter,
Human Resources Director**



**Donald R. Person,
Police Chief**



**Jason Lake,
Assistant Finance Director**

Approved only as to Form:

Donnette A. Fisher 01/21/21
Xenia Law Director

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



**Keith Washburn,
Staff Representative**

SGT. ABC

**Scott Beegle,
Committee Chairman**

SGT. JCO AL

**Jeff Osburn,
Committee Member**