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AGREEMENT
BETWEEN
THE CITY OF MIDDLETOWN
AND
FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.
(DISPATCHERS)

January 1, 2020 – December 31, 2022



TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
ARTICLE 1	Recognition – The Collective Bargaining Unit.....	1
ARTICLE 2	No Discrimination.....	2
ARTICLE 3	Union Activity, Visitation & Bulletin Boards	2
ARTICLE 4	No Strike or Lockout.....	2
ARTICLE 5	Management Rights.....	3
ARTICLE 6	Employee Rights.....	5
ARTICLE 7	Probationary Employees.....	6
ARTICLE 8	Dues Deduction.....	6
ARTICLE 9	Discharges, Suspensions and Penalties	7
ARTICLE 10	Grievance Procedure	8
ARTICLE 11	Arbitration.....	9
ARTICLE 12	Paid Leave	10
ARTICLE 13	Holidays	10
ARTICLE 14	Vacation	12
ARTICLE 15	Longevity.....	14
ARTICLE 16	Bereavement Leave	15
ARTICLE 17	Sick Leave	15
ARTICLE 18	Injury Leave	17
ARTICLE 19	Unpaid Leave.....	19
ARTICLE 20	Insurance	20
ARTICLE 21	Miscellaneous Benefits	20
ARTICLE 22	Wages.....	21
ARTICLE 23	Hours of Work and Overtime.....	22
ARTICLE 24	Labor-Management Meetings	23
ARTICLE 25	Drug Testing	24
ARTICLE 26	Modification and Separability	27
ARTICLE 27	Layoff and Recall	28
ARTICLE 28	Disability.....	29
ARTICLE 29	Seniority.....	29
ARTICLE 30	Termination	30
	Signature's	31
	Wage Scale 1 – Hired Before June 1, 2020	32
	Wage Scale 2 – Hired On Or After June 1, 2020	33

AGREEMENT

AGREEMENT made and entered into by and between **THE CITY OF MIDDLETOWN, OHIO** (hereinafter called the "City" or "Employer" or "Management") and **THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.** (hereinafter referred to as "Labor Council", "Union" or "FOP") acting herein on behalf of the employees of the City, as hereinafter defined, now employed and hereafter to be employed and collectively designated as the "Employees."

WITNESSETH:

WHEREAS, the City recognizes the Union as the collective bargaining representative for the employees covered by this Agreement as hereinafter provided; and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement protect against interruptions and interferences with services to the citizens of Middletown and surrounding communities and to set forth herein their Agreement covering wages, hours, and conditions of employment;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1 – RECOGNITION – THE COLLECTIVE BARGAINING UNIT

1. The City recognizes the Union as the sole and exclusive bargaining representative of a bargaining unit consisting of all permanent, full-time Dispatchers employed by the Employer, but excluding all other employees of the Employer. The SERB certification number is 99-REP-05-0110 and it was certified June 3, 1999.

2. Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by this Agreement, as defined in Article 1, Section 1 hereof.

A bargaining unit member who is promoted to Dispatch Supervisor may return to his/her previous bargaining unit position within twelve (12) months of the promotion date, provided there is an available position. The time spent in the supervisory position shall count as time spent in the bargaining unit for purposes of the member's future step increases, if any. Upon return to the bargaining unit, the member will be assigned his/her old seniority date. This provision shall apply whether the return to the unit is completely voluntary or is the result of failure to satisfactorily complete the probationary period of the supervisory position, assuming the member is still eligible for employment as a dispatcher.

ARTICLE 2 – NO DISCRIMINATION

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

ARTICLE 3 – UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

1. Upon reasonable notification to a management representative on the premises, a non-employee representative of the Union may have access to the Employer's premises for the purpose of conferring with Management, delegates of the Union and/or employees for the purpose of administering this Agreement, providing that the Employer's operation shall not be impaired. This request shall not be unreasonably denied.

2. The Employer shall provide bulletin boards which shall be used for the purpose of posting proper Union notices, including official Union publications or official communications. Such bulletin boards shall be placed conspicuously in the Communications Office. Any Union notices other than above which are considered inflammatory, political or devoted to Union organizing or grievance matters other than stated above are not permissible for posting on City bulletin boards or property and shall be removed by Management.

3. No insignia which has not been authorized by the Employer shall be worn on employee uniforms.

4. Representation.

(a) Negotiations. The Union, shall select from the bargaining unit two (2) negotiators. Union representatives and/or alternates, on duty, shall be paid their regular rate of salary for the time spent in contract negotiations.

(b) Union Business Leave. Union representatives and/or alternates shall be entitled to a total of 72 hours of paid Union business leave for each year. The Union representatives and/or alternate shall receive their full pay for Union business leave. Union business leave will be used for the purpose of participation in conventions, pension business, educational conferences, grievance handling, negotiation preparation, and to attend to the normal operating functions of the Union.

ARTICLE 4 – NO STRIKE OR LOCKOUT

1. No member shall engage in any strike, slowdown, sit-down, sit-in, cessation, stoppage or refusal to perform work.

2. The Union, its officers and agents, shall not in any way authorize, assist, encourage or participate in any strike, slowdown, sit-down, sit-in, cessation, stoppage or refusal to perform work.

3. In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, slowdown, sit-down, sit-in, cessation, stoppage or refusal to perform work occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:

- (a) Publicly disavow such action by the employees;
- (b) Advise the Employer in writing that such action by employees has not been caused or sanctioned by the Union;
- (c) Notify employees of its disapproval of such action and instruct such employees to cease action and return to work immediately;
- (d) Post notices at locations approved by the Employer, advising that it disapproves of such action, and instructing employees to return to work immediately.

4. The Employer agrees that it will not lockout employees during the term of this Agreement and the Union and employees agree that no picketing or handbilling against the Employer will occur during the term of this Agreement.

5. In addition to other rights and remedies provided by applicable law or statute, the Employer shall have the right to discharge or otherwise discipline any member violating the provisions of this Article if the strike has been found to be unauthorized under Section 4117.23 of the Ohio Revised Code.

ARTICLE 5 – MANAGEMENT RIGHTS

1. Except as otherwise specifically provided in this Agreement, it shall be the Employer's sole and exclusive right and responsibility to:

- (a) determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- (b) direct, supervise, assign, reassign, schedule, evaluate, and subject to applicable civil service rules and regulations, hire, suspend, discipline, demote, discharge for just cause, or lay off, transfer, promote or retain employees;

- (c) maintain and improve the efficiency and effectiveness of the Employer's operations;
- (d) determine the overall methods, process, means, or personnel by which the Employer's operations are to be conducted;
- (e) determine the adequacy of the work force, as well as to make, amend, and enforce work rules, regulations, and standard operating procedures and general and special orders;
- (f) determine the overall mission of the Employer as a unit of government;
- (g) effectively manage the work force;
- (h) take actions to carry out the mission of the Employer as a governmental unit.

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

3. It is intended by the parties that the terms of this Agreement shall be consistent with that legislative authority which devolves upon the City Commission of the City of Middletown, the statutes and, in so far as applicable, the rules and regulations of the Civil Service Commission and the Chief of Police. Furthermore, it is understood by the parties that no provision of this Agreement is intended to abrogate the duties, obligations, or responsibilities of any agency or department of the City which is now expressly provided for respectively by State Statute, Ordinances, Administrative Regulations, Charter or Resolution, of the City of Middletown.

4. In the event the Employer determines to change a current practice of assigning shifts, the Employer agrees that it will meet and confer with the Labor Council regarding the implementation of its decision regarding new schedules and the effects of such new schedules on unit employees.

5. The Employer shall not hereafter subcontract work which will adversely affect unit employees without first notifying the Labor Council of such intention to subcontract and bargaining with the Union about its intention to subcontract. If, after notifying and bargaining with the Union about such subcontracting, an agreement is not reached, the Employer shall discuss with the Union the effects of such subcontracting on its employees and carry out any agreements which may be reached during the course of such discussions.

6. The Employer shall not permit part-time employees to work a number of hours in a calendar week exceeding fifteen percent (15%) of the product of 40 hours times the number of full-time Dispatchers authorized in the annual budget (e.g., 40 hours x 17

dispatchers = 680 hours x 15% = 102 hours per week). Hours worked by part-time employees, which have been refused by full time employees, shall not be considered in applying this limitation.

ARTICLE 6 – EMPLOYEE RIGHTS

1. During the course of an investigation of employee misconduct where discipline may result, an employee may request the presence of a Union representative and/or another unit employee to be present during the investigating interview.
2. The employee being interviewed shall be informed verbally of the nature of the investigation before the interview commences.
3. Copies of all disciplinary actions will be given to the affected employee.
4. (a) Each employee may inspect their personnel file maintained by the Employer in the presence of a management representative designated by the Chief of Police, during the employee's non-working hours, at a reasonable time, and shall, upon request, receive a copy of any or all documents contained therein, provided the employee pays any reasonable charge for the copies. An employee shall be entitled to have a representative of his/her choice to accompany him/her during such review. Said representative of the employee shall not be compensated by the City. An employee's personnel file shall be made available for review and/or copying to the employee when the employee is preparing for a grievance or disciplinary hearings. In responding to requests for Employees' personnel files the City shall comply with Federal and State law.

(b) The employee is entitled to place a letter of rebuttal or explanation to be attached to any such entry relating to disciplinary action or performance so long as said explanation or rebuttal does not exceed 200 words in length and is submitted within 7 working days of the date the employee is provided with the entry.

(c) Written reprimands may be kept in an employee's personnel file for 2 years. After 2 years, if no further similar disciplinary action has been taken against the employee the written reprimand shall not be considered in additional discipline.
5. Preliminary investigations and disciplinary hearings shall be held either during the employee's scheduled working hours or at a time in reasonable proximity to his/her shift.
6. All contacts verbal or written be it disciplinary or any other between an employee and a superior shall be conducted in a calm and professional manner.
7. If the Employer chooses to tape record a preliminary investigation or disciplinary hearing, the employee will, upon request be provided a copy of said tape recording. If an employee wishes to tape record a preliminary investigation or disciplinary hearing, upon

the request of the employee, the City will tape record such preliminary investigation or disciplinary hearing and provide a copy of the tape to the employee.

8. The employee may take notes of any proceeding.

ARTICLE 7 – PROBATIONARY EMPLOYEES

1. Newly hired employees shall be considered probationary for a period not to exceed one (1) year as set forth and defined in the rules, regulations, general orders, and policies and procedures of the Employer.
2. During the probationary period, the Employer may discharge any probationer at will and such discharge or other discipline shall not be subject to the grievance and arbitration procedure of this Agreement.

ARTICLE 8 – DUES DEDUCTION

1. The Employer agrees to deduct FOP/OLC dues from any member of the bargaining unit who signs an authorized dues deduction card. Such card shall be furnished by the FOP/OLC. It is agreed by the Employer that within two (2) weeks of signing the dues deduction card, or the next payday, whichever is later, said deductions shall commence.
2. The Employer shall notify the FOP/OLC of any new hires within the bargaining unit. Such notification shall be in writing to the FOP/OLC within 30 days of their hire date.
3. The Labor Council agrees to indemnify and to save the Employer harmless from any action commenced by an employee arising as a result of the deductions made under this Article.
4. The Employer shall be relieved from making such "check off" deductions upon:
 - (a) termination of employment, or
 - (b) transfer to a job other than one covered by the bargaining unit, or
 - (c) layoff from work, or
 - (d) an agreed leave of absence, or
 - (e) written revocation of the check off authorization by the employee.

5. The Employer shall not be obliged to make dues deductions of any kind from the wages of any employee, who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues, initiation fees or assessment deductions.

6. All dues and fair share fees collected shall be paid over by the Employer once each month and sent to the F.O.P. Ohio Labor Council, Inc., 222 East Town Street, Columbus, Ohio 43215-4611.

7. During the first pay period in July of each year, the Employer shall provide the FOP/OLC with a roster of all bargaining unit employees. Additionally, should the Employer receive a notice from a bargaining unit member wishing to cease dues deductions and withdraw from FOP/OLC membership, the Employer shall notify the FOP/OLC in writing within 14 days of the request.

ARTICLE 9 – DISCHARGES, SUSPENSIONS AND PENALTIES

1. The Employer shall have the right to discharge, suspend or discipline any employee for just cause. Discipline will be administered in a fair and equitable manner.

2. The Employer will endeavor to notify the Union in writing of any discharge or suspension without pay within forty-eight (48) hours from the time of such discharge or suspension. If the Union desires to contest the discharge or suspension without pay, it shall give written notice thereof to the Employer within a period not to exceed seven (7) calendar days from the date of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedures hereinafter set forth, commencing at Step 2 of the grievance procedure. An employee shall mitigate any backpay liability resulting from his discharge or suspension pending resolution of the grievance and arbitration procedure hereinafter set forth.

3. Upon request of the Employer, an employee who has been absent from work (other than vacation, holiday or an approved leave of absence which are covered in other Articles herein) must furnish satisfactory proof justifying the reason for the absence or be subject to disciplinary action.

4. The City will endeavor to issue written reprimands within thirty (30) days of the City's knowledge of the offense. Written reprimands shall be subject to the grievance procedure set forth in this Agreement up to and including the 2nd step only.

5. A disciplinary suspension or discharge requires:

- (a) Written notice be given to the employee of the charges against him and the evidence upon which they are based within twenty (20) calendar days of Management's knowledge of the alleged incident and within a reasonable amount of time before the hearing referred to below so the member can prepare an explanation.

- (b) A pre-suspension hearing be held, unless waived by the employee, before the Chief of the Division of Police. The employee shall be afforded, at the hearing, the right to question witnesses and a fair opportunity to be heard in opposition to the charges against him.
- (c) The member has a right to have with him an employee or Union representative of his choosing and any such meeting shall be continued at the request of the employee for a reasonable period of time, not to exceed ten calendar days, to permit the attendance of the representative.
- (d) In special cases the employee may be suspended pending a meeting; the suspended employee may request a hearing to be held by the close of the next succeeding work-day.
- (e) The employee shall be informed of the administrator's decision and the reasons for it in writing.

6. Anonymous complaints with no corroborative evidence shall not be cause for disciplinary action(s).

ARTICLE 10 – GRIEVANCE PROCEDURE

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

Step 1: Within a reasonable time, not to exceed five (5) calendar days following the date of occurrence, or when the employee or the Union should have had knowledge of the occurrence, an employee having a grievance and/or his Union representative shall put the grievance in writing and present it to the Deputy Chief assigned to communications or his designee. The Employer shall give its answer to the employee and/or his Union representative within five (5) calendar days after the presentation of the grievance in Step 1. Within this ten (10) calendar day period, the employee is encouraged to seek to resolve this grievance on an informal basis. Grievances based on disciplinary action shall proceed immediately to Step 2 of this grievance procedure.

Step 2: If the grievance is not settled in Step 1, the grievance may, within five (5) calendar days after the answer in Step 1, be presented in Step 2 in writing to the Chief of Police, or his designee. A grievance so presented in Step 2 shall be answered by the Employer within five (5) calendar days after its presentation.

Step 3: If the grievance is not settled in Step 2, the grievance may, within five (5) calendar days after the answer in Step 2, be presented in Step 3 in writing to the City Manager or his designee. At this time a Local or State Representative of the Union may be in attendance at a meeting where, if both parties agree, witnesses and/or evidence may be presented which may relate to a resolution of the grievance. A grievance so presented in Step 3 shall be answered by the Employer within five (5) calendar days after its presentation.

2. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement. If the Employer fails to respond within the time limits herein provided, the grievance will proceed to the next step unless the parties have mutually agreed, in writing, to extend the time within which to answer or appeal. Any step in the grievance procedure may be skipped on any grievance by mutual consent.

3. Filing a grievance by an employee or the Union under this Article concerning any matter otherwise appealable to the Civil Service Commission shall be deemed an election by the employee and the Union to use the provisions of this Agreement rather than an appeal to the Civil Service Commission, as the sole and exclusive remedy for resolution of the said grievance or complaint.

ARTICLE 11 – ARBITRATION

1. A grievance as defined in Article 10 which has not been resolved thereunder may, within ten (10) calendar days after the completion of Step 3 of the Grievance Procedure, be referred for arbitration by either party to this Agreement. The arbitrator shall be selected from a panel of 12 arbitrators who have offices located within the State of Ohio or within 125 miles of Middletown, Ohio furnished by the Federal Mediation Conciliation Service (FMCS). The arbitration shall be conducted in conformity with FMCS rules, as applicable.

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

3. The award of the arbitrator hereunder shall be binding upon the Employer, the employee and the Union.

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

disciplined by any such existing or future rule to grieve the application of that rule to his or her particular circumstances. It is further understood that the said rules and regulations, general and special orders and standard operating procedures shall not be interpreted so as to conflict with the explicit written terms of this Agreement.

ARTICLE 12 – PAID LEAVE

1. Employees shall be entitled to holiday pay, vacation leave, sick leave, and injury leave, as provided in Articles 13, 14, 17 and 18 of this Agreement.
2. Employees who are called (not volunteered) to serve as jurors, will receive their regular pay less their pay as a juror.
3. Employees will be granted paid leave at their regular rate of pay less their pay as a witness, if they are subpoenaed as a witness in work related court proceedings. If the court proceedings are during an off-duty period for the Employee, the Employee will be paid a minimum of three (3) hours pay. If the employee is required to be at the court proceedings for longer than three (3) hours, the Employee will be paid for the time spent in court. In the event less than three (3) hours has elapsed between a scheduled court appearance and the scheduled beginning of work on a particular day, the Employee will be compensated for the elapsed time between the scheduled court appearance and the scheduled beginning of work on that day.
4. A paid leave of absence may be granted to attend seminars or conferences which are work related. The method for approval shall be the same as set forth in Article 19 herein regarding Unpaid Leave.
5. The Employer shall have the right to demand proof of all items listed above regarding paid leave. Falsification of information with respect to any paid leave shall be grounds for discipline.

ARTICLE 13 – HOLIDAYS

1. (a) Holidays. The following days shall be celebrated as paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day After Thanksgiving
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	Employee's Birthday*

*(b) Employees may take this holiday on their birthday or anytime during the year, subject to the approval of the Chief of Police.

2. All holiday leave shall be subject to the following terms:
- (a) Employees shall not be excused from work on the above holidays unless otherwise scheduled.
 - (b) Loss of Holiday. An employee who is off without pay because of an unexcused absence either the work day before or the work day after a holiday, or, if scheduled, on the holiday itself, shall forfeit holiday pay. An unexcused absence is defined as an absence not covered by approved vacation, sick leave, unless accompanied by a doctor's certificate, approved leaves with pay or approved leaves without pay. In addition, holiday pay ceases during any period an employee is not being paid his regular salary or wage.
 - (c) During Vacation. If a holiday falls during an employee's vacation period, it shall not be charged to vacation time, except where division policy is to grant additional vacation time in lieu of granting regular holidays off.
 - (d) Holiday Pay. Employees who work on a holiday will be entitled to "bank" a holiday in addition to their regular work pay, except that employees working on New Year's Day, Thanksgiving Day, or Christmas Day shall be entitled to an additional 1/2 hour's pay for each hour worked between the hours of 7 a.m. the morning of the holiday and 7 a.m. the following day, in addition to their regular work pay.
 - (e) Banking of Holiday. Each employee hired prior to January 1, 2017 shall be able to accumulate (bank) unlimited holidays. Each employee hired on or after January 1, 2017 shall be able to accumulate (bank) holidays up to one hundred and fifty (150) days. Once an employee accumulates one hundred and fifty (150) banked holidays, any holidays over and above that amount will be paid in the current pay period at the current holiday rate. An employee who resigns or retires with (2) weeks notice, or dies, will be paid at the employee's current regular rate of pay for holidays which have been accumulated but not taken.
 - (f) Personal Day. All employees covered by this contract, shall be granted one (1) personal day each year. This day will be scheduled in the same manner as vacation and longevity days. A personal day cannot be accumulated, carried over to the next year or banked. Personal leave can be taken in four (4) hour increments.
 - (g) Conversion to Pay. An employee shall have the option to request the exchange of up to twenty (20) holidays annually for their equivalent in salary, provided: (1) approval must be given by the Chief of Police and the City Manager, and (2) there are unused funds available in the police salary budget for payment.

Members with at least fifteen (15) years of service may request the exchange of up to an additional five (5) days, or forty (40) hours of holidays for their equivalent salary, provided: (1) approval must be given by the Chief of Police and the City Manager, and (2) there are unused funds available in the police salary budget for payment.

Payments made for any conversion of holiday pay under this provision may be requested for payment on the first payroll of any of the following months: February, April, June, August, October and December.

ARTICLE 14 – VACATION

- 1. (a) Vacation Year and Accrual. The vacation year begins on January 1 of each year and ends on December 31. Vacation taken in any year is based upon vacation credit earned in the previous year.
- (b) Vacation Credit. Employees shall receive vacation credit as follows:

<u>Years of Service</u>	<u>Vacation Days</u>
1 - 4 Years	10 days
5 - 9 Years	13 days
10 - 14 Years	18 days
15 - 19 Years	20 days
20 - 24 Years	25 days
25+ Years	28 days

Employees who as of January 1, 2020 receive more vacation leave than provided in this schedule shall continue to receive their current level of vacation benefits until they progress to the next step in the schedule.

- (c) New employees may take vacation after they have been employed for ninety (90) days in accordance with the schedule below. Scheduling of vacation during the year of hire will be at the discretion of the supervisor.

<u>Month of Hire:</u>	<u># Days of Vacation:</u>
January	9
February	8
March	7
April	6
May	5
June	4
July	3
August	2
September	1

October	0
November	0
December	0

(d) (1) First Full Year of Service. On January 1st of the first full calendar year of employment, employees will be deemed to have earned their vacation credit in accordance with this provision, in full, which may be scheduled at any time during such first full year of employment in accordance with the terms of this agreement. If an employee terminates their employment with the City prior to reaching January 1st of the first full calendar year of employment no terminal pay will be made for such vacation time.

(2) Subsequent Years of Service. On January 1st of an eligible employee's second year of service and in each year thereafter, employees shall receive vacation credit in accordance with the schedule set forth herein, based upon the length of service to be obtained in that year. Vacation credit will be deemed to have been earned in the employee's prior year of service. Upon termination or retirement, or in the case of leave without pay, vacation shall be pro-rated on the basis of monthly accrual. When calculating vacation credit earned in the present year for purposes of terminal leave, the credit earned will be based on the employee's date of hire using the vacation credit chart in Article 14(1)(b).

(e) Non-Accrual. An employee on leave without pay for more than two (2) consecutive weeks in any calendar month for any reason shall not accrue vacation benefits.

(f) Scheduling. Vacations shall be scheduled on a seniority basis with the approval of the Chief of Police. In general, The Chief of Police will give as much consideration as possible to the employee's preference, while at the same time, maintaining the staff necessary to meet operational requirements. Vacation may be taken in increments of not less than four (4) hours.

(g) Vacation Carryover. Vacation credit must be used by year-end, subject to departmental rules and regulations. Requests to carryover vacation must be approved by the City Manager in writing in order to be deferred to the next year.

2. Terminal Vacation Provisions.

(a) Vacation from Previous Year. An employee who voluntarily resigns with two weeks notice, or who dies, shall be paid for vacation credit earned in the previous year, but not yet taken.

(b) Vacation for Year of Termination. An employee who voluntarily resigns or retires with two weeks notice, must be paid for vacation credit earned in the present

year, provided such is recommended by the Chief of Police, In the case of death of an employee, vacation for the present year will be paid.

(c) Vacation Upon Dismissal. An employee who has been employed for more than five (5) years and is dismissed will receive payment for his vacation which he has earned in the previous year and not yet taken. He may receive vacation credit earned in the present year as determined by the Chief of Police. Total vacation credit will be calculated to the nearest full day.

3. Sell Back of Vacation. Each employee shall have the option to request the exchange of up to forty (40) hours of vacation time annually for their equivalent in salary, provided (1) approval must be given by the Chief of Police and the City Manager, and (2) there are unused funds available in the police salary budget for payment.

ARTICLE 15 – LONGEVITY

1. Longevity Vacation Provision.

(a) An employee will be entitled to two (2) longevity vacation days annually after the first full five (5) years of service; thereafter, each employee shall be entitled to one (1) additional longevity vacation day annually for each additional full five (5) years of service.

(b) Eligible employees may take longevity vacation days as of his or her appropriate anniversary date subject to the approval of the Chief of Police.

Example: 5 years – 2 longevity days
 10 years – 3 longevity days
 15 years – 4 longevity days
 20 years – 5 longevity days, etc.

(c) Permanent, full time members may accumulate and defer a maximum of ten (10) longevity vacation days. These days shall be governed by and used in accordance with the City and Division vacation regulations.

(d) Longevity vacation days may be taken in four (4) hour increments.

2. Longevity Pay Provision. Each employee will receive longevity pay calculated and paid in the following manner:

After 20 years of service with the Employer – 3%
After 15 years of service with the Employer – 2%
After 10 years of service with the Employer – 1%

Longevity pay is due by the first pay day in December of the year in which it is due and shall be paid in a separate check.

ARTICLE 16 – Bereavement Leave

1. Bereavement leave shall be granted to full-time employees, including probationary employees, in the amounts listed below:

<u>Relationship</u>	<u>Number of Work Days</u>
Spouse, child, step-child, parent, step-parent or someone standing in loco parentis	5
Immediate family: Grandchild, grandparent, brother, sister, step-brother, step-sister, brother or sister-in-law, parents or step-parents of spouse and grandparents of spouse	3

2. Bereavement pay will be provided to accommodate absences occurring only on regularly scheduled workdays at the employee's base rate of pay. Bereavement leave will not be granted for any period during which the employee is already in a paid or unpaid leave status, (unpaid leave status is interpreted as being military leave, disciplinary suspension, or voluntary unpaid leave of absence).

3. (a) Eligibility is further conditioned upon submission by the employee to his supervisor of a certificate as to the purpose and validity of leave usage and, if required by the Employer, proof of death and relationship.

(b) Requests for bereavement leave with pay will not be approved for absences not taken within a seven (7) calendar day period of the date of death or funeral services. Leave requests meeting the conditions of Sections 1 and 2 of this Article must be approved by the employee's shift commander or shift supervisor.

4. In the event of the death of a relative in other than the immediate family, as defined above, leave time with pay of up to one eight (8) hour work day may, at the sole discretion of the Chief of Police, be taken for participation in funeral services.

5. In the event an employee should require additional time in excess of the allowances established in the above provisions, such additional time may be charged against sick leave time with the approval of the Chief of Police.

ARTICLE 17 – SICK LEAVE

1. Eligibility. Each employee is credited with 10 hours of sick leave for each full calendar month of service.

2. Accumulation. Employees hired prior to January 1, 2017 shall be able to accumulate unlimited sick leave credit. Employees hired on or after January 1, 2017 may accumulate a maximum of 2,000 hours of sick leave.

3. Approval of Usage.

(a) An employee may use sick leave, upon approval of the Chief of Police, for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, participation in funeral service or arrangements, and for illness in the employee's immediate family requiring the employee's presence at home. Immediate family is defined as the father, mother, sister, brother, spouse, child or stepchild of the member.

(b) Upon the request of the Employer, an employee must furnish satisfactory proof of his or her illness or disability before a day of sick leave is paid. In the case of an illness or disability for three (3) or more consecutive days, an employee may not return to work without a statement from the employee's physician.

(c) In cases of illness in the employee's immediate family requiring him to be at home, the employee may be required to submit a certificate from the attending physician attesting to the need, before sick leave will be allowed.

4. Computation of Sick Leave. An employee shall be charged for sick leave usage on a half hour basis in increments of not less than one-half hour.

5. Reporting Off Sick. Sick leave will be paid only when the employee or a member of his immediate family notifies the employee's immediate supervisor of his absence one hour prior to the start of the employee's shift.

6. Non-Accrual. An employee on leave without pay for any reason for more than two (2) consecutive weeks in any calendar month shall not accrue sick leave benefits.

7. Employee's Claim for Sick Leave. An employee shall submit those forms and follow those procedures specified in the Division of Police Rules and Regulations for sick leave claims.

8. Conversion to Vacation Credit. Employees may convert sick leave credit to vacation once a year on the following basis:

(a) An employee with more than 280 sick leave hours credit may convert all those hours over 280 hours to vacation credit at the rate of 24 sick leave hours for one vacation day, providing that not more than 96 sick leave hours are so converted in any one vacation year.

(b) An employee with more than 800 sick leave hours may convert all those hours over 800 to vacation credit at the ratio of eight (8) sick leave hours for eight vacation hours, providing that not more than 40 sick leave hours are so converted in any one vacation year.

- (c) The employee must have accumulated these hours prior to January 1 of the year in which these days are to be converted and must have sufficient hours at the time of conversion.

9. Conversion to Terminal Leave. Upon the death, retirement, resignation or dismissal of a member all unused sick leave credit will be converted to terminal leave pay in the following manner:

- (a) If the member has accumulated three hundred (300) hours or less of unused sick leave, no terminal pay shall be paid.
- (b) If the member has accumulated between three hundred and one (301) hours and one thousand (1,000) hours of unused sick leave, all unused sick leave credit will be converted on the basis of twenty-four (24) sick leave hours for eight (8) hours of terminal pay to a maximum of three hundred and thirty-three (333) hours.
- (c) In addition to the terminal pay set forth in paragraph (b) above, if the member has accumulated one thousand and one (1,001) hours or more of unused sick leave, all unused sick leave in excess of one thousand (1,000) hours will be converted on the basis of sixteen (16) sick leave hours for eight (8) hours of terminal pay to a maximum of five hundred (500) hours.
- (d) Notwithstanding paragraphs (b) and (c) above, if a member is terminated or dismissed from employment, the member shall not receive in excess of two hundred (200) hours of terminal pay.

10. If accumulated sick leave is exhausted, an employee may request an advance of sick leave credit in accordance with Administrative Regulation II-27.

ARTICLE 18 – INJURY LEAVE

Employees are entitled to receive injury leave for on-the-job injuries, in accordance with the conditions and limitations set forth in this article. Such leave shall be in addition to all other leaves provided in this agreement.

A. An on-the-job injury is a physical injury that an employee suffers during the course and scope of his/her employment for the City of Middletown. On-the-job injury does not include pre-existing injuries, injuries suffered at the workplace which are not in the course and scope of the employee's work activity, psychological or psychiatric injuries or conditions. However, any member who suffers a heart attack or stroke, is over forty (40) years of age and has been employed by the City of Middletown for a period of ten (10) consecutive years as a dispatcher shall be presumed to have suffered an on-the-job injury.

B. An employee who suffers an on-the-job injury shall receive up to one hundred and thirty (130) working days of injury leave.

1. Injury leave shall be used consecutively from the date of injury, except that if an employee has not exhausted the leave for an injury, he/she may take such leave for the same injury at anytime within two (2) years of the on-the-job injury. However, any such non-consecutive use of injury leave shall be available only after the employee uses five (5) consecutive days of sick leave before each such non-consecutive use of injury leave. In no event shall injury leave be available more than two years after the initial date of the injury.

C. In order to be eligible for injury leave, the employee must submit, within twenty-four (24) hours of the on-the-job injury, a report, in a form established by the employer, to the appropriate supervisor. In addition, the employee must submit to the employer, within five (5) days of the on-the-job injury, a physician's statement, describing the nature of the injury, limitations on the employee's ability to work, and an expected date of return to work. If an employee is hospitalized immediately following the injury, he shall submit the physician's statement within five days after his dismissal from the hospital to the employer.

1. If the employee fails to comply with the requirements of paragraph C of this Article, the first ten (10) days of leave shall be charged as sick leave and subtracted from the injury leave balance, unless the employee fails to submit either the report or the physician's statement within thirty (30) days of the injury, in which case, the employee shall lose his/her entitlement to any injury leave.

D. An employee claiming the right to receive, or who is receiving injury leave compensation, may be required by the employer from time to time to submit himself for a medical examination by a licensed physician, selected by the employer. The employer will pay any legitimate cost for examination that the employee's medical insurance or workers' compensation does not cover, including travel expenses.

If an employee refuses to submit to a medical examination, or if the report from the physician conducting the medical examination, provides that the employee is either not injured or is able to return to work, further injury leave compensation may be suspended or denied.

If the report from the physician selected by the city is in conflict with the report submitted by the member's physician regarding the nature of the injury, limitations on the member's ability to work or the expected date of return to work, the member shall be examined by a third physician selected by the employer from a list of physicians to be mutually agreed to by the parties. The opinion of said third physician shall be determinative.

E. An aggravation or re-injury of an existing injury or condition shall be treated as part of the original injury, and shall be subject to the limitations in paragraph B of this Article.

The employer retains the right to require written evidence of the aggravation or re-injury from the employee's physician. This provision is subject to paragraph D of this Article.

F. A member who is injured and unable to perform his regularly assigned duties may be assigned at the sole discretion of the Chief of the Division to perform duties not requiring great physical exertion in lieu of receiving injury leave compensation, with the approval of the member's physician or the employer's physician as set forth in paragraph (D) above.

ARTICLE 19 – UNPAID LEAVE

Employees shall be eligible for unpaid leave in accordance with the following:

1. Maternity Leave. Upon exhaustion of sick leave and all other paid leave that the employee is entitled to, a member who is off of work due to maternity leave shall, subject to the requirements of the insurer, have continued the health insurance provided by this agreement, with the City and the employee paying their respective amounts for a period not to exceed a maximum of 9 months.
2. Military Leave. Leaves of absence, for the performance of duty with the United States Armed Forces or with a Reserve component thereof, shall be granted in accordance with applicable City ordinances and the Policy and Procedures Manual.
3. Other Leaves. Leaves of absence without pay or benefits for other reasons may be granted at the sole discretion of the Employer.
4. When an employee returns to work following a leave of absence, he shall be returned to his former classification without the loss of seniority and with all across the board wage increases, unless otherwise provided in this Agreement.
5. Except as otherwise provided in this Agreement, benefits and insurance will not accrue during any period of unpaid leave exceeding two (2) consecutive weeks, except that during such leave of absence, upon the employee's request, the Employer will continue group health insurance coverage at the expense of the employee.
6. An employee desiring to apply for a leave of absence without pay must submit an application to his immediate supervisor outlining the reason for the request. Leave requests of five (5) days or less will be acted upon by the Chief of Police. Leave requests exceeding five (5) days will be forwarded to the City Manager by the Chief of Police, together with his recommendations. Approval of all such leaves of absence without pay will be in writing with a copy to the employee and the Human Resources Division.
7. Family and Medical Leave. An employee may take Family and Medical Leave in accordance with the provisions of the Family and Medical Leave Act and the appropriate City policy and procedures as promulgated by the City Manager governing such leave.

ARTICLE 20 – INSURANCE

1. Members shall be entitled to participate in the City's health insurance program as recommended by the Health Care Committee and described in the documents on file in the Finance Department.

(a) The City agrees to maintain a City Health Care Committee for the purpose of regularly reviewing employee health care needs, and implementing a health care program for its employees. The Committee shall act in accordance with the Final Report of the Health Care Task Force Report dated July 10, 2006 and further amendments by the Committee. If the Committee is not maintained by the City, the City will provide the health care benefits in place at the time of the dissolution of the Committee for the remainder of the Agreement and health insurance shall be a mandatory subject of collective bargaining in successor agreements unless otherwise agreed to by the parties.

(b) The Union agrees to participate in the City Health Care Committee and to adhere to the recommendations of the Committee regarding all aspects of health issues, including, but not limited to, the selection of carrier, determination of coverage and determination of co-payments, deductibles, and employee contributions. The City agrees to adhere to recommendations of the Committee as such recommendations apply to the members. The Union shall have one (1) designee that serves on the Committee and may exercise voting rights on behalf of the Union. Any member appointed as the Union's designee shall be paid for attending the Committee meetings. Any overtime incurred by a member while attending meetings of the committee shall be paid at one and one-half times their regular rate of pay.

(c) All coverage shall be subject to the insurance company's requirements and eligibility.

2. All employees shall receive \$22,500 group life insurance coverage paid by the City. Double indemnity premiums shall be paid by the City on all coverage.

3. Members retiring from the City who were hired prior to January 1, 2011 shall receive \$5,000 life insurance coverage paid by the City. Double indemnity will not be provided on such coverage.

ARTICLE 21 – MISCELLANEOUS BENEFITS

1. Influenza Shots. Employees may receive free annual immunization against influenza, at such times as may be scheduled by the Health Department, at the discretion of the City Manager.

2. Skin Tests for Tuberculosis. So long as there is no cost to the City, an employee and his family living in Butler County, may obtain skin tests at the Butler County Clinic, 701 North University Boulevard.

ARTICLE 22 – WAGES

1. There are hereby established the following pay ranges for Dispatchers:

(a) All employees hired before June 1, 2020 shall follow Wage Scale 1, attached hereto. All employees hired before June 1, 2020, if transferred to another City of Middletown bargaining unit, shall be placed in the wage schedule in effect with the lowest number of steps.

(b) Members hired June 1, 2020 or later shall follow Wage Scale 2, attached hereto.

(c) Effective January 1st of each contract year there shall be wage increases as follows:

2020 – 2.5% 2021 – 2.5% 2022 – 2.5%

(d) Members shall participate in the “Performance-Based Compensation” set forth in the Pay & Benefits Ordinance, as adopted by the City Council of Middletown each year.

(e) Members shall receive a signing bonus of \$500.00 on the first payroll following the execution of this agreement and \$500.00 on the first payroll following January 1, 2021.

2. Shift Differential. For any regularly assigned shift commencing between the hours of 2:45 p.m. and 6:44 a.m. of the following day, differential pay shall be as follows:

(a) For any shift starting at 2:45 p.m. or after, but not later than 7:44 p.m.
.....\$1.00 per hour

(b) For any shift starting at 7:45 p.m. or after, but not later than 6:44 a.m.
.....\$0.75 per hour

3. Salary Adjustment. The salary of each member in the bargaining unit shall be reviewed annually by the Chief of Police for the purpose of determining which member may be entitled to a step increase. Upon reaching Step C, the salary of each member in the bargaining unit shall be reviewed every 6 months. All personnel records, performance, and length of service shall be considered in making recommendations with major emphasis placed on the evaluation of services rendered. On the recommendation of the

Chief of Police, the City Manager may advance an employee until the maximum step has been reached.

4. Clothing and Equipment Maintenance Allowance. Each member shall receive a clothing and equipment maintenance allowance in the amount of \$1,100.00 to be paid in two equal installments on January 15 and July 15 of each year.

5. All monetary allowances under Section 4 of Article 22 of this contract should be prorated with no allowance paid for periods prior to hire, or after resignation, retirement, death, dismissal or during leaves of absence without pay. Said allowance shall be paid during disability leaves of absence. All allowances shall be paid on the 15th of the payment month and the pro-rations shall be calculated by looking back retroactively for the six month period before the payment date to determine the above prorated factors. Partial allowance payment shall be paid in accordance with the above prorated factors.

6. Employees who are assigned to training duties will be paid an additional \$2.00 per hour for every hour in which they are actually performing training. The assignment of trainers shall be at the sole discretion of the City.

7. Members agree that all payroll payments will be direct deposited in an account of their choice in compliance with the guidelines established by the City of Middletown Finance Department.

8. Mandatory Meeting Pay. Members will receive hourly pay at the rate for actual time worked with a minimum of two (2) hours pay for any mandatory job assignment scheduled outside the member's normal work hours, including but not limited to staff meetings and training. If the assignment begins during the member's regular scheduled shift or begins at the conclusion of the shift the members shall not be eligible for this premium pay.

9. Shift Trading. Members may trade working shifts amongst themselves provided:

- (a) Trade is approved by supervisor;
- (b) Trade occurs within the same pay period;
- (c) Trade of shifts does NOT entitle either party to the trade to receive overtime pay within that pay period.

ARTICLE 23 – HOURS OF WORK AND OVERTIME

1. Effective January 1, 1990, the work week of all employees covered by this Agreement will be forty (40) hours per week with work schedules and starting times to remain flexible based on the needs of the Employer.

2. (a) An employee working in excess of forty (40) hours in one week, as defined by The Fair Labor Standards Act, as amended, (provided that holidays for which the employee is paid, funeral leave and injury leave are counted in the 40 hours) shall either be paid time and one half his/her regular rate or receive compensatory time off on the basis of one and one half hours off for each hour of overtime worked. Each employee shall have the right to request payment of overtime work in compensatory time off at a rate equal to the rate of pay to which he would be entitled for the overtime. Time off to use earned compensatory time will be granted within sixty (60) days of the request made by the employee. When compensatory time is used, it shall not count as hours worked during the applicable work period for purposes of determining overtime.

No employee shall be permitted to accrue more than two hundred forty (240) hours of unused compensatory time and any member who has accrued unused compensatory time to the two hundred forty (240) hour limit shall be paid in cash for additional overtime worked. If an employee is paid in cash for accrued compensatory time, he/she shall be paid at the employee's regular rate at the time of payment. Upon termination of employment, unused compensatory time shall be paid at the employee's average regular rate for the last three (3) years of employment or the employee's final regular rate, whichever is higher.

(b) An employee shall not be ordered to work two (2) consecutive calendar days of overtime. An employee voluntarily working overtime on their day off shall not be ordered to work any time over the amount the employee has volunteered to work on that day.

(c) It is the intention of the parties, for reasons of efficiency and economy, that the Employer be permitted to utilize work scheduling and compensatory time to minimize its overtime liability.

(d) All efforts shall be made to notify an employee of any changes to their regular shift hours of more than three (3) hours at least five (5) days prior to the change. In the event notification is not given, the dispatcher shall receive three (3) hours call-out pay, unless the change is necessary to accommodate illness, injury or some emergency.

3. An employee who is already in overtime status will not be subject to an involuntary holdover. Employees who are involuntarily held over shall receive pay at the rate of 1½ times their regular rate of pay.

ARTICLE 24 – LABOR–MANAGEMENT MEETINGS

1. In the interest of sound labor/management relations, labor management meetings will be held. The meetings will not be held more frequently than every 90 days unless mutually agreed upon. The meetings will be held on a mutually agreeable day and time

for approximately 1 hour. The Employer or his designee shall meet with one (1) Union representative from each bargaining unit, to discuss pending problems and to promote a more harmonious labor/management relationship.

Upon request by an FOP/OLC Union representative, one (1) Ohio Labor Council Representative may be present at the above mentioned meetings.

2. An agenda will be exchanged by the parties at least five (5) working days in advance of the scheduled meeting with a list of matters to be taken up in the meeting and the names of those who will be attending. The committee will alternately consider items of each party's agenda during the meetings. The purpose of such meeting shall be to:

- (a) Discuss the administration of this agreement.
- (b) Notify the FOP of changes made by the Employer which affect bargaining unit employees of the FOP.
- (c) Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.
- (d) Disseminate general information of interest to the parties.
- (e) Discuss ways to increase productivity and improve effectiveness.
- (f) To consider and discuss health and safety matters relating to employees.
- (g) To discuss changes in work orders, regulations, standard operating procedures, and/or general orders.

3. Any issue unresolved at the labor-management meeting may be appealed to the City Manager or his designee.

ARTICLE 25 – DRUG TESTING

1. PURPOSE OF DRUG TESTING PROGRAM

(a) The Police Department has a legal responsibility and management obligation to ensure a safe work environment; as well as paramount interest in protecting the public by ensuring that its employees have the physical stamina and emotional stability to perform their assigned duties. A requirement for employment must be an employee who is free from drug dependence or illegal drug use.

(b) A reasonable drug testing program must establish a balance between the rights of the employee and the compelling governmental interest in maintaining a

police agency free of illegal drugs. Liability could be found against the Department and the employee if we fail to address ourselves or the public.

(c) There is sufficient evidence to conclude that use of illegal drugs and/or drug abuse (whether illegal or prescription drugs) seriously impairs an employee's performance and general physical and mental health. The illegal use of drugs by police employees (therefore, possession) is a crime in this jurisdiction, and clearly unacceptable. There are unique corruption hazards with drug use by the police.

2. DEFINITIONS

(a) Drug Test – A urinalysis test administered under approved conditions and procedures to detect drugs by a laboratory certified no later than 12/31/90 in accordance with Department of Health and Human Services rules and regulations.

(b) Reasonable Suspicion – An apparent state of facts and/or circumstances found to exist upon inquiry by the supervisor, which would warrant a reasonable, prudent person to believe the employee was under the influence of drugs/narcotics.

3. GENERAL RULES

(a) Department employees shall not take any narcotic or other dangerous drug unless prescribed by a person licensed to practice medicine. Employees who are required to take prescription medicine shall notify their immediate supervisor if the medication prescribed has the potential to impair the employee's performance. The specific medication prescribed need not be identified, but the employee shall provide a statement from the prescribing physician that medication is prescribed for a physical, mental or psychological condition, and any potential side effects of the medication which may impact on the employee's ability to perform his or her job. If side effects exist, which are not certified by the physician, the employee shall present such side effects to his/her supervisor in writing. Any statutorily defined illegal use of drugs by an employee, whether on or off duty, is prohibited.

(b) All property belonging to the Department, including the entire premises of the department, is subject to inspection at any time without notice as there is no exception of privacy.

1. Property includes, but is not limited to, City owned vehicles, desks, files, and storage lockers.

2. Employees assigned lockers (including those that may be locked by the employee) are subject to inspection by the employee's supervisor after accepted reasonable advance notice (unless the requirement for notice is waived by the Chief of Police) and in the presence of the employee.

(c) Failure of any police employee to comply with the intent or provisions of this article of the contract is grounds for disciplinary action, including dismissal or other action determined appropriate by the Chief of Police. Refusal by a police employee to take a required test, i.e., a test that is ordered based upon reasonable suspicion as defined in paragraph 2 (B) above, or under circumstances described in paragraphs 4, (A) and (B), below, or follow this article of the collective bargaining agreement, will result in immediate relief from police duties pending disposition of any administrative personnel action. A refusal occurs if the employee fails to agree to submit to a required test within two (2) hours of receiving the order.

4. POLICY-DRUG TESTING/URINALYSIS

(a) Employees of the department shall be required to submit to a test for drug or narcotic use as outlined below:

1. The Chief of Police or a police supervisor may order a drug test when he or she has reasonable suspicion that an employee is using, or is under the influence of drugs or narcotics.
2. The employee shall be advised of circumstances surrounding the order to test.
3. Whenever practical, prior approval should be obtained from the Chief of Police before the Supervisor orders the test.
4. A supervisor who orders a drug test when he has reasonable suspicion of an employee's usage or possession, or that an employee is under the influence of drugs, shall forward a report containing the facts and circumstances directly to the Chief of Police. The report shall be made available to the employee upon request. The employee may provide the report to the Union if he/she so chooses.
5. Test results reporting illegal drugs, narcotics, the use of controlled substances without a lawful prescription, or the abuse of prescribed drugs, will be submitted as a part of a written complaint by the supervisor ordering the test.

(b) In the event that an employee is required to submit to a drug test, the following guidelines should be observed:

1. The employee shall be granted enough time to change from uniform to civilian clothing.
2. The employee will be transported to the designated testing center by a supervisor.

3. The employee may request that a police department employee of his/her choice be present for the transportation and test, provided said individual is off duty and reasonably available.
4. A controlled test will be conducted by personnel of the testing site.
5. The sample will be properly labeled, sealed, and turned over to the site personnel by the employee.
6. All parties involved will be transported back to the police department.
7. If the employee is held over his/her assigned time, he/she will be compensated for that time.

(c) A negative test result shall bar the City from further discipline, for refusing to submit to a test, and the use or abuse of drugs, in violation of this policy, as it relates to the test in that instance. Nothing in this provision is intended to limit the ability to test an employee under this policy, either randomly or under other facts establishing a basis for a test under this policy.

(d) A positive result, after a second qualifying test, may serve as a basis to refer the employee to the Employee Assistance Program maintained by the City of Middletown. If the employee refuses or fails to attend the EAP or to follow any and all recommendations of the EAP, the employee shall be subject to disciplinary action. The Employer shall have the option to have a third test performed. The third test shall be performed by the designated test center, or a laboratory designated by the test center. The third test shall be a G.C. Mass spec. or a test of equal or greater accuracy (at the designating test center's option). A positive result on the third test may result in discipline.

(e) Employees who have found to be using illegal drugs or narcotics, or abusing prescription drugs, shall be provided a hearing before the City Manager or his designee where evidence is presented and preserved, before final action is taken against the employee.

5. RANDOM DRUG TESTING

Random drug testing will be implemented in accordance with a General Order to be issued by the Chief of the Division of Police. The General Order implementing random drug testing for Dispatchers shall not be amended without the agreement of the parties.

ARTICLE 26 – MODIFICATION AND SEPARABILITY

1. The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands

and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Employer and the Union for the term of this Agreement each further agree that the other shall not be obligated to bargain collectively with the respect to any subject matter referred to or governed by this Agreement unless the Employer and the Union mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.

2. The parties to this contract agree that, where the contract deals with a particular subject, the contract takes precedence over sections of Ohio law, City ordinances, administrative regulations, including the policies and procedures manual, and rules of the Chief of Police, unless specifically prohibited by Ohio law, court decision, or a decision by the State Employment Relations Board. Where this contract does not speak to a particular subject, then the relevant section of Ohio law, City ordinance, administrative regulations, including the policies and procedures manual, or the rules of the Chief of Police shall prevail.

3. If a Court of competent jurisdiction finds any provision of this Agreement to be contrary to any applicable statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect. The parties agree that should any provision of this Agreement be found to be invalid, they will schedule a meeting within thirty (30) days at a mutually agreeable time to negotiate alternative language on the same subject matter.

ARTICLE 27 – LAYOFF AND RECALL

1. Layoff. In the event the City should decide to lay off personnel in the job classifications covered by this collective bargaining agreement, the following procedure shall be followed:

- (a) The employee(s) with the least continuous classification seniority shall be laid off first from the affected classification.
- (b) Before a bargaining unit employee is laid off from their position all seasonal, part-time and government funded program employees in the same classification subject to the layoff shall be laid off prior to the layoff of any full-time bargaining unit employee in the affected classification. The City will not negate this provision by transferring seasonal, part-time and government funded program employees to other classifications prior to laying off bargaining unit employees.
- (c) In the event an employee is laid off, the employee shall receive payment for earned but unused vacation, birthday, personal day and sick leave conversion, with the employee's termination pay.

2. Recall. Employees who are on layoff shall be placed on a recall list by classification for a period of twelve (12) months and shall be recalled in reverse order of their layoff by position in the affected classification with the last employee laid off being the first to be called back and continuing in like manner until the required number of employees has been obtained.

3. Recall Notification. No new employee shall be hired in a classification until all employees who have been laid off in that classification in the previous twelve (12) months have been given the opportunity to return to work. Laid off employees will be notified by registered mail at their last known address to return to work within twenty-one (21) calendar days. Failure to report within the time limit removes them from the recall list. In addition, no seasonal, part-time, or government funded program employees shall be hired in the affected classification(s) until all employees on the layoff list have been recalled to the affected classification or until after the twelve (12) month recall period expires.

4. Layoff/Termination. An employee who is on layoff for a period of twelve (12) months is automatically terminated and loses all seniority.

5. Insurance. To the extent that applicable Federal law permits such coverage, an employee on layoff shall have the opportunity to continue health insurance coverage at the sole expense of the employee.

ARTICLE 28 – DISABILITY LEAVE

The City shall comply with State law in regards to disability leave.

ARTICLE 29 – SENIORITY

1. Seniority shall be defined as total length of service in a permanent full-time position(s) with the City.

2. Classification seniority shall be defined as the uninterrupted length of service in any one classification. If two or more employees have the same classification seniority, employment seniority shall be used to establish seniority among those employees. The length of any temporary demotion shall be excluded from the length of service of that employee for purposes of calculating classification seniority.

3. Seniority shall be broken, i.e., interrupted when an employee:

- (a) resigns, unless reinstated within one (1) year;
- (b) is discharged for just cause;
- (c) is laid off and not recalled within the time limits;

- (d) retires;
- (e) engages in a strike or work stoppage during the term of this agreement;
- (f) fails to return to work after a leave of absence.

4. The City shall establish and post a seniority list no later than December 1 of each calendar year, and such list shall be effective the following January 1. The list shall contain the following information:

- (a) names of bargaining unit members;
- (b) classification;
- (c) date of original City hiring;
- (d) date of classification appointment.

Employees shall have the right to challenge their seniority listing for fifteen (15) days after the date of posting. Thereafter, the list shall remain unchanged until the next yearly posting. A copy of the list shall be given to the Union on the date of posting.

5. Seniority, as defined in this Article, shall be used for all seniority applications specifically set forth in other Articles this Agreement. If those Articles do not specifically apply to seniority, the City shall not be required to consider seniority in applying the provisions of that Article. Seniority does not apply and shall not be required to be used as a factor in assigning particular types of work to employees with a position classification, or in assigning employee's machines, equipment or places of work.

ARTICLE 30 – TERMINATION


This agreement shall become effective January 1, 2020, and shall remain in force until December 31, 2022.

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SIGNATURES ON NEXT PAGE]

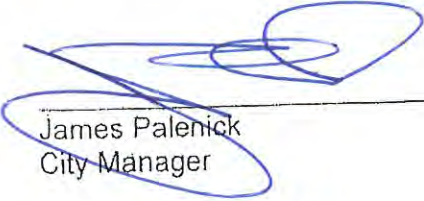
SIGNATURES

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.

CITY OF MIDDLETOWN



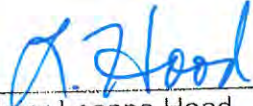
Tom Fehr
Staff Representative, FOP
Ohio Labor Council, Inc.




James Palenick
City Manager



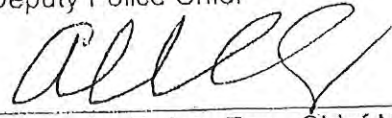
Diane Green
Bargaining Team Member



Major Leanne Hood
Deputy Police Chief



Nicole Kirsch
Bargaining Team Member



Alexander Ewing, Esq., Chief Negotiator
and on behalf of the Law Director

Wage Scale 1

Dispatchers Hired Before June 1, 2020

<i>Prior Contract – 2019</i>								
	<i>Pro</i>	<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>	<i>E</i>	<i>F</i>	<i>G</i>
<i>Annual</i>	35,252.88	36,985.52	38,727.52	40,545.44	42,448.64	44,663.84	46,538.96	48,729.20
<i>Bi-Weekly</i>	1,355.88	1,422.52	1,489.52	1,559.44	1,632.64	1,717.84	1,789.96	1,874.20
<i>Hourly</i>	16.9485	17.7815	18.6190	19.4930	20.4080	21.4730	22.3745	23.4275
Effective January 1, 2020 – 2.5%								
	Pro	A	B	C	D	E	F	G
Annual	36,133.76	37,910.08	39,695.76	41,559.44	43,509.44	45,780.80	47,702.72	49,947.04
Bi-Weekly	1,389.76	1,458.08	1,526.76	1,598.44	1,673.44	1,760.80	1,834.72	1,921.04
Hourly	17.3720	18.2260	19.0845	19.9805	20.9180	22.0100	22.9340	24.0130
Effective January 1, 2021 – 2.5%								
	Pro	A	B	C	D	E	F	G
Annual	37,037.52	38,857.52	40,687.92	42,598.40	44,597.28	46,925.84	48,895.60	51,196.08
Bi-Weekly	1,424.52	1,494.52	1,564.92	1,638.40	1,715.28	1,804.84	1,880.60	1,969.08
Hourly	17.8065	18.6815	19.5615	20.4800	21.4410	22.5605	23.5075	24.6135
Effective January 1, 2022 – 2.5%								
	Pro	A	B	C	D	E	F	G
Annual	37,963.12	39,828.88	41,705.04	43,663.36	45,712.16	48,098.96	50,117.60	52,476.32
Bi-Weekly	1,460.12	1,531.88	1,604.04	1,679.36	1,758.16	1,849.96	1,927.60	2,018.32
Hourly	18.2515	19.1485	20.0505	20.9920	21.9770	23.1245	24.0950	25.2290

Wage Scale 2

Dispatchers Hired On or After June 1, 2020

Effective June 1, 2020 – 2.5%												
	Pro	A	B	C	D	E	F	G	H	I	J	K
Annual	36,133.76	37,214.32	38,327.12	39,473.20	40,653.60	41,869.36	43,121.52	44,410.08	45,738.16	47,105.76	48,513.92	49,947.04
Bi-Weekly	1,389.76	1,431.32	1,474.12	1,518.20	1,563.60	1,610.36	1,658.52	1,708.08	1,759.16	1,811.76	1,865.92	1,921.04
Hourly	17.3720	17.8915	18.4265	18.9775	19.5450	20.1295	20.7315	21.3510	21.9895	22.6470	23.3240	24.0130
Effective January 1, 2021 – 2.5%												
	Pro	A	B	C	D	E	F	G	H	I	J	K
Annual	37,037.52	38,145.12	39,284.96	40,460.16	41,669.68	42,915.60	44,200.00	45,520.80	46,881.12	48,283.04	49,726.56	51,196.08
Bi-Weekly	1,424.52	1,467.12	1,510.96	1,556.16	1,602.68	1,650.60	1,700.00	1,750.80	1,803.12	1,857.04	1,912.56	1,969.08
Hourly	17.8065	18.3390	18.8870	19.4520	20.0335	20.6325	21.2500	21.8850	22.5390	23.2130	23.9070	24.6135
Effective January 1, 2022 – 2.5%												
	Pro	A	B	C	D	E	F	G	H	I	J	K
Annual	37,963.12	39,098.80	40,266.72	41,472.08	42,711.76	43,988.88	45,305.52	46,658.56	48,053.20	49,490.48	50,969.36	52,476.32
Bi-Weekly	1,460.12	1,503.80	1,548.72	1,595.08	1,642.76	1,691.88	1,742.52	1,794.56	1,848.20	1,903.48	1,960.36	2,018.32
Hourly	18.2515	18.7975	19.3590	19.9385	20.5345	21.1485	21.7815	22.4320	23.1025	23.7935	24.5045	25.2290