

RESOLUTION NO. 37 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A LABOR AGREEMENT WITH THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC. FOR WAGES AND BENEFITS
FROM JULY 1, 2019 THROUGH JUNE 30, 2022**

WHEREAS, the City of Montgomery entered negotiations with the Fraternal Order of Police, Ohio Labor Council, Inc. to establish a Labor Agreement governing wages and benefits for its member/employees; and

WHEREAS, the City of Montgomery, through the collective bargaining factfinding process, has negotiated an Agreement with the Fraternal Order of Police, which Agreement the administration has recommended to the City Council for approval.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Montgomery, Hamilton County, Ohio, that:

SECTION 1. The attached Labor Agreement is ratified and approved by the Council of the City of Montgomery. The City Manager is authorized and directed for and on behalf of the City of Montgomery to enter into said Agreement.

SECTION 2. This Resolution shall be in full force and effect from and after its passage.

PASSED: December 4, 2019

ATTEST: Connie M. Gaylor
Connie M. Gaylor, Clerk of Council

Christopher P. Dobrozsi
Christopher P. Dobrozsi, Mayor

APPROVED AS TO FORM:

Terrence M. Donnellon
Terrence M. Donnellon, Law Director

A G R E E M E N T

BY AND BETWEEN

THE CITY OF MONTGOMERY, OHIO

AND

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

Expires June 30, 2022

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PREAMBLE

This Agreement, entered into by the City of Montgomery, Ohio, hereinafter referred to as the "Employer" and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "FOP", has as its purpose the following:

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

ARTICLE 1 FOP RECOGNITION

Section 1.1 The Employer recognizes the FOP as the sole and exclusive representative for all full time employees of the Employer in the two certified bargaining units defined as follows:

Unit A - Police Patrolmen (SERB Certification 88-REP-8-165, December 1, 1988)

Unit B -Police Sergeants (SERB Certification 88-REP-8-164, December 1, 1988)

but excluding:

All management level, confidential, seasonal, and casual employees, all employees in the classification of Assistant Chief of Police and above, and the Chief of Police, and/or any employee who is not in the classification of Sergeant or Patrol Officer.

The Parties recognize that this Agreement is a multiple unit agreement and, unless delineated specifically by clause, the parties intend the provisions of this Agreement to apply to both Patrol Officers and Sergeants.

Section 1.2 The Employer will not recognize any other organization as the representative for any employee within the bargaining units referenced above.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1 The Employer possesses the sole right to operate the Police Department and all management rights repose in it. The Employer's exclusive management rights shall include, but not be limited to the following, except as expressly limited by the terms and conditions set forth in this Agreement.

- A. To determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as function and programs of the Employer, standards of service, the overall budget of the Employer, utilization of technology and overall structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of operations and programs;
- D. Determine overall methods, process, means or personnel, by which operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or to layoff, transfer, assign, schedule, promote or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the mission of the Employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the Employer as a government unit.

ARTICLE 3
FOP REPRESENTATION

Section 3.1 A representative of the FOP shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the FOP representative shall contact the Employer or the Employer's designee.

Section 3.2 The Employer shall recognize 3 employees, designated by the FOP, to act as FOP associates. The associates, or in their absence or inability to perform their function, designated alternates, shall be recognized as representatives, as provided herein. Two representatives shall be a Patrol Officer and 1 representative shall be a Sergeant.

Section 3.3 The FOP shall provide to the Employer an official roster of its employee officers and associates which is to be kept current by the FOP at all times and shall include the following:

- A. Name
- B. Address
- C. Home telephone number
- D. FOP office held

No employee shall be recognized by the Employer as an FOP employee representative until the FOP has presented the Employer with written certification of that person's selection.

Section 3.4 The FOP agrees that no representative or associate of the FOP, either employee or non-employee of the Employer, shall interfere, interrupt, or disrupt the normal work duties of the employees. Further, the FOP agrees not to conduct meetings (bargaining unit, lodge, or committee meetings) involving on-duty employees except to the extent specifically authorized by the Employer. Bargaining unit members shall not conduct FOP business (defined as fund raising activities, solicitation for memberships, or distribution of literature) on behalf of the FOP or any FOP Lodge, during the work time of any involved employee. Unauthorized activities shall cease upon the demand of a supervisor of the rank of sergeant or above, and any failure to cease unauthorized activities may subject the offending employee(s) to disciplinary action.

Section 3.5 The Employer agrees to provide reasonable space on the bulletin board for FOP use. All FOP notices of any kind posted on the bulletin board shall be signed, posted, or removed by an FOP representative. It is understood that all notices shall be FOP related and no material may be posted on the FOP bulletin board, at any time, which contains the following:

- A. Personal attacks on any other member or any other city employee;
- B. Scandalous, scurrilous, or derogatory attacks upon the Employer or any other governmental units or officials;
- C. Attacks on and/or favorable comments regarding a candidate for public office.

Upon the request of the Employer or designee, the FOP shall cause the immediate removal of any material posted in violation of this Article.

All items posted on the bulletin board shall be signed by the person who posts the item, dated to indicate the actual date of posting, and removed within 45 days of posting.

ARTICLE 4 FOP SECURITY

Section 4.1 The Employer agrees to deduct FOP membership dues, fees, and assessments in accordance with this Article for all employees eligible for the bargaining unit.

Section 4.2 The Employer agrees to deduct FOP membership dues from the first 2 bi-weekly pay periods of any eligible employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee or the employee's designee. Upon receipt of the proper authorization, the Employer will deduct FOP dues from the payroll check following the pay period in which the authorization was received by the Employer.

Section 4.3 The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article regarding the deduction of FOP dues. The FOP hereby agrees that it will indemnify and hold harmless from any claims, actions or proceedings by an employee arising from the deductions made by the Employer pursuant to this Article. Once funds are remitted to the FOP, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP.

Section 4.4 The Employer shall be relieved from making such individual "check-off" deductions upon an employee's (A) termination of employment; (B) transfer to a job other than one covered by the bargaining unit; (C) layoff from work; (D) an unpaid leave of absence; (E) revocation of the check-off authorization; or (F) resignation by the employee from the FOP.

Section 4.5 The Employer shall not be obligated to make dues deductions from any employee who, during the pay periods involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of FOP dues.

Section 4.6 The parties agree that neither the employees nor the FOP shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is

made to the Employer in writing within 45 days after the date of such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period.

Section 4.7 The bi-weekly pay period rate at which dues are to be deducted shall be certified to the Employer or designee by the FOP as is necessary to be accurate. One month advance notice must be given to the Employer or designee prior to making any changes in an individual's dues deduction.

Section 4.8 The Employer shall forward the dues and fees monthly, that were deducted according to Section 4.2 above, to the FOP/OLC at 222 East Town Street, Columbus, Ohio, 43215. The FOP shall provide in writing the total amount to be assessed, the rate of such assessment, and the address to which such assessment should be mailed.

ARTICLE 5 LABOR / MANAGEMENT MEETINGS

Section 5.1 In the interest of sound labor/management relations, the Employer or designee(s) shall meet with not more than 3 representatives of the FOP to discuss pending problems and to promote a more harmonious labor/management relationship. Such meetings may be called by either party and shall be held not more than 6 times in any calendar year at a mutually agreeable time and location.

Section 5.2 A list of topics to be discussed will be exchanged by the parties at least 5 working days in advance of the scheduled meeting. The purpose of such a 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 members 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.

Section 5.3 It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

Section 5.4 Meetings scheduled by the Employer with the bargaining unit employees that are called for reasons pertinent to the normal operation of the Police Department shall not be considered Labor/Management meetings.

ARTICLE 6 DISCIPLINE

Section 6.1 The tenure of every employee subject to the terms and conditions of this Agreement shall be during good behavior and efficient service. No employee shall be disciplined, including reduced in pay and position, suspended, removed or discharged except for just cause. In addition to disciplinary action as set forth below, the Employer may take this type of action for actions occurring while the employee is (A) on duty; (B) working under the colors of the Employer; (C) where the employee's conduct violates the employee's oath of office; or (D) while off-duty, the employee is identified as a member of the Montgomery Police Department.

Forms of disciplinary action are:

- A. Verbal warning (written record)
- B. Written reprimand
- C. Suspension without pay
- D. Reduction in classification or rank
- E. Discharge from employment

Section 6.2 Among other things, incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, or any conduct unbecoming a police officer or any other acts of misfeasance, malfeasance, or nonfeasance shall be cause for disciplinary action up to and including termination.

Section 6.3 Except in instances where an employee is charged with a serious offense, discipline will be applied in a uniform manner. Discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance conduct.

Section 6.4 Whenever the Employer or designee(s) has probable cause to suspect an employee of misconduct, the following conditions shall apply:

- A. Upon request, an employee suspected of misconduct will be apprised of the general nature of the misconduct before being questioned.
- B. The employee shall have the right to have the opportunity to have a representative present during questioning.
- C. During an investigation, failure to provide truthful testimony may result in disciplinary action for insubordination or dishonesty.

Section 6.5 Any employee charged with or under indictment for a felony who is not disciplined or discharged by the Employer, may be placed on administrative leave without pay until resolution of the court proceedings. An employee may use accrued but unused vacation or holiday time during the leave. An employee found guilty by the trial court of a felony shall be summarily discharged and shall have no recourse through the grievance or arbitration procedures. Where the charges are reduced to a misdemeanor or the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this Article. The Employer shall continue to pay its share of the employee's monthly insurance premium costs as provided for in Article 14 of this Agreement during the unpaid administrative leave.

Section 6.6 Whenever the Chief of Police or designee determines that the suspected misconduct might result in discipline for just cause (including only suspension without pay, reduction in classification or rank, or termination from employment), a pre-disciplinary hearing will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct.

Section 6.7 At any time during the disciplinary process provided for in this Article, the employee may waive in writing the opportunity to a pre-disciplinary hearing and accept discipline. Disciplinary action that is accepted by the employee following the employee's waiver of a pre-disciplinary hearing shall not be subject to the grievance procedure.

Section 6.8 Not less than 72 hours prior to the scheduled starting time of the pre-disciplinary hearing, the Employer will provide to the employee a written outline of the charges which may be the basis for disciplinary action together with written notification of the date, time and place of the pre-disciplinary hearing. The employee must choose to: (A) appear at the pre-disciplinary hearing to present an oral or written statement in defense of the charges; (B) appear at the pre-disciplinary hearing and have a chosen representative present an oral or written statement in defense of the employee; or (C)

elect in writing to waive the opportunity to have a pre-disciplinary hearing. The employee must notify the Chief of Police or designee of a waiver of the pre-disciplinary hearing as soon as possible. Failure to elect and pursue one of these three options or failure to appear at a scheduled pre-disciplinary hearing will be deemed a waiver of the employee's right to the pre-disciplinary hearing. Failure to respond truthfully, if required, by any employee, including employee witnesses, may result in disciplinary action.

Section 6.9 Pre-disciplinary hearings will be conducted by a hearing officer as appointed by the City Manager, or Acting City Manager.

Section 6.10 At the pre-disciplinary hearing the employee may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred, but the hearing officer has the right to limit the witnesses' testimony to matters relevant to the allegations of misconduct, and to limit the redundancy of testimony. The employee shall provide a list of witnesses and the name and occupation of non-employee representatives, if any, to the hearing officer as far in advance as possible, but not later than 24 hours prior to the pre-disciplinary hearing. It is the employee's responsibility to notify witnesses that the employee desires to attend the hearing. The Employer will require the attendance of employee witnesses requested by the employee within reason. Pre-disciplinary hearings held outside the employee's scheduled working hours shall be considered time worked.

Section 6.11 A written report will be prepared by the hearing officer concluding whether or not the alleged misconduct occurred. The Chief of Police will review the hearing officer report and make a recommendation regarding discipline to the City Manager or Acting City Manager. The City Manager or Acting City Manager will decide what discipline, if any, is appropriate. A copy of the hearing officer's report will be provided to the employee within 5 days following its preparation.

Section 6.12 Grievances concerning the disciplinary actions of verbal warning (written record) and written reprimand may be appealed through steps one, two and three of the grievance procedure, but may not be appealed to step four. Grievances concerning the disciplinary actions of suspension without pay, reduction in classification or rank, and termination from employment shall be submitted directly to step three of the grievance procedure, and may be appealed to step four.

Section 6.13 Disciplinary actions of verbal warning (written record) and/or written reprimand that have been placed in an employee's personnel file shall not be used as the sole reason for disallowing an employee in the rank of Patrol Officer from being considered for promotion to the rank of Sergeant.

ARTICLE 7 GRIEVANCE PROCEDURE

Section 7.1 The term "grievance" shall mean an allegation that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement or those matters which are controlled by the charter and ordinances of the City of Montgomery, the provisions of the Federal and/or State laws and/or by the United States or Ohio State constitution.

Section 7.2 All grievances must be presented at the proper step and time in progression in order to be considered at the next step. Grievances involving lost pay discipline (suspension, reduction in pay, removal or discharge) shall be initiated at Step 3 of the grievance procedure.

The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

Any grievance not answered by the Employer's representatives within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. Time limits set forth herein may only be extended upon mutual agreement.

A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such group will process the grievance, and shall so indicate that the grievance is a group grievance.

Wherever used in this procedure, the word "day" shall mean calendar day. Whenever a time limit ends on a Saturday, Sunday, or a holiday, the end of the time limit shall run until the end of the next day which is not a Saturday, Sunday or holiday.

Section 7.3 A grievance must be submitted to the grievance procedure within 7 calendar days after an employee knows or should have known the facts giving rise to the grievance, otherwise it will be considered not to have existed.

Section 7.4 All grievances must be submitted on a form agreed to by the parties and must contain the following information to be considered:

- A. Aggrieved employee's name and signature;
- B. Date, time and location of grievance;
- C. Description of incident giving rise to the grievance;
- D. Date grievance was first discussed;
- E. Name of supervisor with whom grievance was first discussed;
- F. Date grievance was filed in writing;
- G. Article(s) and Section(s) of the Agreement alleged to have been violated; and
- H. Desired remedy to resolve grievance.

Section 7.5 Any grievant may choose to have an FOP representative accompany the grievant at any step or meeting provided for in this Article.

Section 7.6 It is the mutual desire of the Employer and the FOP to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the FOP to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedures shall be followed:

Step 1: Within the established time limits, the aggrieved employee shall submit a written grievance to the Assistant Chief of Police. It shall be the responsibility of the Assistant Chief of Police to investigate the matter and to provide a written response to the aggrieved employee within 7 calendar days following receipt of the grievance.

Step 2: If the grievance is not resolved in Step 1, the employee may within 7 calendar days following the Step 1 reply, refer the grievance to the Chief of Police. The Chief of Police shall have 7 calendar days in which to schedule a meeting, if the Chief deems such meeting necessary, with the grieved employee. The Chief of Police shall investigate and respond in writing to the grievance within 7 calendar days following the meeting date or 7 calendar days following receipt of the grievance, whichever is later.

Step 3: If the grievance is not resolved in Step 2, the employee may refer the grievance to the City Manager or Acting City Manager within 7 calendar days after receiving the Step 2 reply. The City Manager or Acting City Manager shall have 7 calendar days in which to schedule a meeting with the aggrieved employee. The City Manager or Acting City Manager shall investigate and respond in writing to the grievant and/or appropriate representative within 14 calendar days following the meeting.

Step 4: A grievance unresolved at Step 3 may be submitted to arbitration upon notification of the FOP in accordance with the provisions of Section 7.7 of this Article hereinafter set forth.

Section 7.7 The FOP, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within 14 calendar days from the date of the final answer on a grievance from Step 3, the FOP shall notify the Employer in writing of its intent to seek arbitration over an unresolved grievance. The FOP may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party or parties canceling the arbitration. Any grievance not submitted within the 14 calendar day period described above shall be deemed settled on the basis of the last answer by the Employer or the Employer's representative(s).

- A. The arbitrator shall be selected in the following manner: The parties shall jointly request of the Federal Mediation and Conciliation Service a panel list of 9 arbitrators from FMCS area #15, Ohio. The parties may mutually agree to use a panel of Arbitrators from the Arbitration and Mediation Service (AMS) who maintain offices within one hundred 125 miles of the City. The parties shall alternately strike the names of the arbitrators until only one name remains. Either party may once reject the list and request from the provider another list of 9 names until a mutually agreeable arbitrator is selected. The parties may at any time mutually agree to an alternate arbitration service or method of selection of an arbitrator.
- B. If either party challenges the arbitrability of a grievance, it shall notify the other party of its challenge and intent to raise the issue at the arbitration hearing. At the hearing, the first question to be placed before the arbitrator is whether or not the issue is arbitrable and within the arbitrator's jurisdiction to decide. If the arbitrator determines the grievance is arbitrable, the grievance will be heard on

its merits before the same arbitrator. The arbitrator's decisions shall be limited strictly to the interpretation, application, or enforcement of specific Articles of this Agreement. The arbitrator may not modify or amend the Agreement.

- C. The decision of the arbitrator shall be final and binding on the grievant, the FOP and the Employer. The arbitrator shall be requested to issue a decision within 30 calendar days after the conclusion of testimony and arguments and submission of final briefs.
- D. The fees and other costs for the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and the cost of the hearing room, if any, shall be borne equally by the Employer and the FOP. The fees and costs of any non-employee witnesses shall be borne by the party calling them. The fees of the court reporter and a transcript shall be split equally by both parties unless neither party requests a court reporter. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

Section 7.8 When an employee covered by this Agreement chooses to present a grievance without representation, no adjustment of the grievance will be inconsistent with the terms of this Agreement.

Section 7.9 Disciplinary actions of verbal warning (written record) and written reprimand may be appealed to steps 1, 2 and 3 of the grievance procedure, but may not be appealed to step 4.

Section 7.10 As this Agreement provides for final and binding arbitration of disciplinary action involving suspension without pay, reduction in classification or rank, and or/termination from employment consistent with ORC 4117.10 neither the State Personnel Board of Review nor Civil Service Commission shall have jurisdiction to receive and determine any appeal relating to such disciplinary action.

ARTICLE 8
PERSONNEL FILES

Section 8.1 Each employee may request to inspect the employee's own official personnel file maintained by the City Manager or designee. Inspection of the individual's personnel file shall be by scheduled appointment requested in writing to the Employer.

Appointments shall be during the regular scheduled work hours of the administrative staff of the Employer. An employee shall be entitled to have an off-duty FOP/OLC representative of choice accompany the employee during such review. Any employee may copy documents in the employee's own official personnel file.

Section 8.2 If an unfavorable statement or notation is in the official personnel file, the employee shall be given the right to place a statement of rebuttal or explanation in the file. No anonymous material of any type shall be included in the employee's official personnel file.

Section 8.3 Upon written request of the Employee, discipline older than the timelines below may be removed from the personnel file, providing no intervening discipline has occurred.

- A. Records of verbal discipline shall cease to have force and effect 12 months from the date of issuance, providing no intervening discipline has occurred.
- B. Records of a written reprimand shall cease to have force and effect 24 months from the date of issuance, providing no intervening discipline has occurred.
- C. Records of discipline beyond a written reprimand shall cease to have force and effect 36 months from the date of issuance, providing no intervening discipline has occurred.

Section 8.4 Any documents placed in the employee's personnel file after the effective date of this Agreement are not required to be shown to the employee unless they concern discipline. Disciplinary documents shall be shown to the employee, and the employee shall initial such documents. When the employee initials any document placed in the employee's personnel file, the initials will indicate that the employee has reviewed the documents, but does not indicate that the employee agrees with the contents of the documents.

Section 8.5 Personnel records shall only be disclosed pursuant to State or Federal law. No personal or family information shall be released except as may be required by law or ordered by a court.

ARTICLE 9
PROBATIONARY PERIODS

Section 9.1 Any employee promoted into a higher level position shall be required to successfully complete a promotional probationary period of 185 calendar days. An employee serving a promotional probationary period whose performance is judged unsatisfactory shall be returned to the employee's former classification and pay level. The return of an employee to a former classification and pay level shall not be subject to the grievance procedure.

Section 9.2 During the first 365 calendar days of employment, a newly hired employee shall be considered a probationary employee. The probationary period begins on the first day for which the employee receives compensation from the employer. If a probationary employee is absent from scheduled work or attends training (including OPOTA) for more than 10 total work days, the number of days absent or at training (above 10) will be added to the 365-day probationary period. Probationary employees may be terminated at any time during their probationary period with or without cause and shall have no right to grieve or appeal under this Agreement. By mutual agreement of the City and the affected employee, the probationary period may be extended up to an additional 6 months. If an employee refuses to agree to the extension, the employee may be terminated according to this Article.

ARTICLE 10
LAYOFF AND RECALL

Section 10.1 When the Employer determines that a long-term layoff is necessary, the Employer shall notify the affected employee(s) 14 calendar days in advance of the effective date of the layoff. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting 7 calendar days or less, as soon as possible.

Section 10.2 Layoffs in the Sergeant's rank shall be in inverse order of seniority in rank, with the least senior Sergeant being laid off first. Any employees in the Sergeant

bargaining unit receiving a notice of layoff or job abolishment shall have 5 calendar days following the receipt of such notice in which to exercise the right to bump the least senior employee in the Patrol Officer bargaining unit. Any Sergeant bumping into the Patrol Officer bargaining unit shall be paid the top rate of pay on the Patrol Officer wage scale.

Section 10.3 Layoffs in the Patrol Officer bargaining unit shall be in inverse order of seniority with the least senior Patrol Officer being laid off first.

Section 10.4 Employees who are laid off shall be placed on a recall list for a period of 365 calendar days. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified (except for updated OPOTA training) to perform the work in the classification to which they are recalled. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within 12 months of the recall. Such training will be provided at the Employer's expense.

Section 10.5 Notice of recall shall be sent to the employee by certified mail or hand delivered to the employee's last known residence. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided in writing by the employee.

Section 10.6 The recalled employee shall have 5 calendar days following the date of receipt or attempted delivery of the recall notice to notify the Employer of the intention to return to work and shall have 14 calendar days following the receipt or attempted delivery of the recall notice in which to report for duty, unless a later date for returning to work is otherwise specified in the notice.

Section 10.7 For the purpose of this Article, seniority shall be computed on the basis of uninterrupted length of continuous full time service in the Montgomery Police Department.

ARTICLE 11

HOURS OF WORK AND OVERTIME

Section 11.1 The standard work period for all bargaining unit employees shall consist of an average during a calendar year of 80 hours per 14 day work period.

Section 11.2 Bargaining unit employees required to be in active pay status in excess of the employee's standard work period shall be compensated at the overtime rate of 1.5 times the employee's regular hourly rate of pay for all such excess hours in active pay status. Payment for overtime shall be made in the pay period which follows the end of the 14 day work period. There shall be no pyramiding of overtime. Active pay status shall be defined as all hours on duty and all hours on paid vacation leave, paid personal leave and/or paid sick leave.

Changes in an individual employee's work cycle or days worked caused by a permanent or temporary shift re-assignment and/or duty re-assignment shall not create an overtime pay status for such re-assigned employee. Such shift and/or duty reassignment shall not be considered a schedule change as provided for in Section 11.4 of this Article.

Section 11.3 Any employee required to appear on off duty time in Montgomery Mayor's Court for matters pertaining to or arising from the employee's official duties, and where the employee is called in to work at a time outside the employee's regular scheduled shift, when such call in or court appearance does not abut either end of the employee's regularly scheduled shift shall be compensated for at least 3 hours of overtime, paid at the overtime rate of 1.5 times the employee's regular rate of pay, notwithstanding the actual duration of the appearance of work. If the court time or the call-in lasts more than 3 hours, the employee shall be paid at the overtime rate for all time actually worked. Court time shall include travel time to and from court.

Any employee required to appear on off duty time before any court for matters pertaining to or arising from the employee's official duties, when such appearance does not abut either end of the employee's regularly scheduled shift, shall be compensated for at least 3 hours of overtime, paid at the overtime rate of 1.5 times the employee's regular rate of pay, notwithstanding the actual duration of the appearance. If the court time lasts more than 3 hours, the employee shall be paid at the overtime rate for all hours actually worked. Court time shall include travel time to and from court. If an Employee is required to appear before a court for matters pertaining to or arising from the Employee's official duties on the Employee's scheduled off day (not vacation, sick, or other accrued leave), the Employee shall be compensated for at least 4 hours at the overtime rate.

All witness fees, court appearance fees, etc. received by an employee from any court appearances provided for in this Section shall be remitted to the Employer.

Section 11.4 If the Employer exercises the management rights provided for in Section 2.1 of this Agreement and determines that a long term schedule change is necessary, a 30 day written notice of such long term schedule change shall be posted, and a copy shall be given to the designated FOP employee representatives.

Short term schedule changes lasting 14 calendar days or less may be implemented by the Employer upon giving no less than 72 hours written notice to the affected employee(s).

Nothing in this article shall preclude the Employer from implementing any emergency schedule changes or assignments arising from conditions beyond the control of the Employer.

Section 11.5 Overtime compensation shall be monetary compensation at the rate of 1.5 times the employee's regular hourly rate of pay that is in effect at the time overtime compensation is earned. Employees may elect to take all or any part of overtime hours in the form of compensatory time, in lieu of overtime pay. Compensatory time shall be compensated at the rate of 1.5 hours off for each 1 hour of overtime worked. Compensatory time may be accumulated by an employee, but only to a maximum of 40 hours. An additional 30 hours will be permitted for employees who are required to use accrued leave to reimburse the City if the employee does not work 2,080 hours in a calendar year, for a total of 70 hours. The employee may request and/or the City may choose to cash out an employee's compensatory time at the employee's regular rate of compensation periodically during the employee's employment with the City. In the event an employee accumulates 40 hours of compensatory time (or 70 hours if applicable), then any future overtime hours must be compensated with overtime pay. A request for compensatory time off must be made within a reasonable period of time in advance of the requested date. When an employee desires to use compensatory time off that the employee has accumulated, it shall be scheduled and granted, with the approval of the Chief of Police. Compensatory time off will not be granted if such time off would unduly disrupt the operations of the department.

Section 11.6 With authorization from the Chief of Police or designee, Sergeants may sign-up for patrol overtime after reasonable measures have been taken to fill said overtime with Patrol Officers.

ARTICLE 12
WAGES AND COMPENSATION

Section 12.1 Effective on the first day of the first full pay period following July 1, 2019, the wage levels for all bargaining unit employees shall be as follows:

PATROL OFFICER Plus 2.75%

Length of Service	<u>Step 1</u> 1-12 Months	<u>Step 2</u> 13-24 Months	<u>Step 3</u> 25-36 Months	<u>Step 4</u> 37-48 Months	<u>Step 5</u> 49+ Months
Hourly	\$33.37	\$34.90	\$36.47	\$38.12	\$39.83

SERGEANT – Step B 15% above Step 5 Patrol Officer

Length of Service	Step A	Step B
Hourly	\$43.40	\$45.80

Section 12.2 Effective on the first day of the first full pay period following July 1, 2020, the wage levels for all bargaining unit employees shall be as follows:

PATROL OFFICER Plus 2.75%

Length of Service	<u>Step 1</u> 1-12 Months	<u>Step 2</u> 13-24 Months	<u>Step 3</u> 25-36 Months	<u>Step 4</u> 37-48 Months	<u>Step 5</u> 49+ Months
Hourly	\$34.29	\$35.86	\$37.47	\$39.17	\$40.93

SERGEANT - Step B 15% above Step 5 Patrol Officer

Length of Service	Step A	Step B
Hourly	\$44.59	\$47.07

Section 12.3 Effective on the first day of the first full pay period following July 1, 2021, the wage levels for all bargaining unit employees shall be as follows:

PATROL OFFICER Plus 2.75%

Length of Service	<u>Step 1</u> 1-12 Months	<u>Step 2</u> 13-25 Months	<u>Step 3</u> 25-36 Months	<u>Step 4</u> 37-48 Months	<u>Step 5</u> 49+ Months
Hourly	\$35.23	\$36.85	\$38.50	\$40.25	\$42.06

SERGEANT – Step B 15% above Step 5 Patrol Officer

Length of Service	Step A	Step B
Hourly	\$45.82	\$48.37

Section 12.4 In Section 12.1 through 12.5 above, the term "length of service" for Patrol Officer shall be defined as completed months of uninterrupted continuous service with the Employer in the rank of Patrol Officer. The time served in rank for Sergeants to advance from Step A to Step B shall be 185 days.

Section 12.5 The Employer may determine the appropriate placement of new Patrol Officer hires within the pay steps established by this labor agreement, but in no case shall a new hire be hired in at a rate of pay that is higher than the amount in step 4. New hires who are placed in a step will proceed to the subsequent steps on each anniversary date.

Section 12.6 Effective July 1, 1998, and continuing thereafter, the full amount of the required contributions to the Police and Firemen's Disability and Pension Plan ("Plan") shall be withheld from the gross pay (salary reduction method) of each person who is or becomes a contributing member of the Plan, which shall be paid to the Plan by the City of Montgomery. This salary reduction by the City of Montgomery is, and shall be designated as, employee contributions and shall be in lieu of contributions to the Plan by each person. No person subject to this salary reduction shall have the option of choosing to receive the required contribution to the Plan directly instead of having it withheld and paid by the City of Montgomery or of being excluded from the withholding and remittance by the City.

The City of Montgomery shall, in reporting and making remittance to the Police and Firemen's Disability and Pension Plan, report that the public employee's contribution for each person subject to this salary reduction has been made as provided by the statute.

The total salary for each employee shall be the salary otherwise payable under this agreement. Such total salary of each employee shall be payable by the City in two parts: (a) deferred salary and (b) cash salary. An employee's deferred salary shall be equal to that percentage of that employee's total salary which is required from time to time by the retirement system to be paid as an employee contribution by that employee, and shall be paid by the City to the retirement system on behalf of that employee as a salary

reduction and in lieu of the Police and Firemen's Disability and Pension Plan employee contribution otherwise payable by that employee. An employee's cash salary shall be equal to that employee's total salary less the amount of the pick-up for that employee, and shall be payable, subject to applicable payroll deductions, to that employee. The City shall compute and remit its employer contributions to the Police and Firemen's Disability and Pension Plan based upon an employee's total salary. The total salaries payable under this agreement shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

Section 12.7 Effective upon the passage of legislation by Montgomery City Council, and in accordance with ORC 742, and Montgomery City Ordinance, members of the Police and Firemen's Disability and Pension Fund of Ohio may (A) redeposit contributions previously withdrawn plus interest and/or (B) purchase additional forms of permissive service credits.

Employees may purchase additional service credit, tax-deferred, and the City shall withhold the required service credit deduction from the gross pay of the employee who elects to do so and shall pick up (assume and pay) such deduction to the Police and Fireman's Disability and Pension Fund. Employees electing this pick up deduction shall not have the option of choosing to receive the payroll deduction directly instead of having this deduction picked up by the City. Employees who have elected to participate in this plan cannot increase, decrease, or terminate the amount of the pick up deduction.

Section 12.8 The Chief of Police may assign Patrol Officers to serve as Officer in Charge (OIC) in the absence of a Sergeant. Officers assigned as OIC will receive Step A Sergeant's pay for all hours worked in that capacity. These assignments are not permanent. The selection and duration of OIC assignments are made at the discretion of the Chief of Police or designee. Assignment of a Patrol Officer to the position of OIC will only be considered if the Patrol Officer has completed the required probationary period and has attained a passing evaluation rating during their most recent evaluation period.

Section 12.9 Any employee who did not work a regular schedule of 2,080 hours in a calendar year shall notify payroll no later than the following January 15th to identify which accrued time bank (vacation, personal, or compensatory) such shortage of hours will be deducted from. Employees who do not work a consistent schedule will receive a deduction based upon that of the average officer and the employee's account will be credited or debited at the end of the year. The City will make a "good faith" effort to

limit employees to 2,080 hours per calendar year on their regular schedule. Should the City require an employee to exceed 2080 hours in a calendar year on their regular schedule, all such hours will be at 1.5 times the normal hourly rate.

Section 12.10 Detectives will receive an hourly premium of \$0.35 per hour while they are acting as Detective. The parties acknowledge that the detective position is an assignment, not a promotion. Employees may be assigned to and from the detective position from time to time. An assignment from detective is not a demotion. The parties agree that this premium compensates each employee for all hours that the employee is on-call.

Section 12.11 Any employee who is assigned as a field training officer shall receive one hour of compensatory time for each tour of duty so assigned.

ARTICLE 13 LONGEVITY

Section 13.1 All bargaining unit members shall be compensated with an annual longevity bonus computed upon the bargaining unit members' length of service with the City of Montgomery. The amount of the bonus shall correspond to the following schedule and will be added to the employee's base hourly rate:

Number of Years of Completed Service	Per Hour
0-4	
5	.19
6	.20
7	.22
8	.23
9	.24
10	.26
11	.28
12	.30
13	.32
14	.33
15	.36
16	.39
17	.41

18	.43
19	.45
20	.48
21	.51
22	.55
23	.58
24	.61
25	.63
26 years and up	\$0.02 per year of service

Section 13.2 An employee who is rated, graded or tested for qualification for, or performance of the duties assigned to that employee shall not receive longevity payment for any year in which the employee fails to secure appropriate qualification or a score of at least 2.8 according to the current evaluation system.

Section 13.3 Longevity bonuses shall be paid in the employee's hourly wage.

**ARTICLE 14
INSURANCE**

Section 14.1 The Employer shall make available to all bargaining unit employees comprehensive major medical, hospitalization, health care, and dental insurance subject to Section 14.3 below.

Section 14.2 For the term of this Agreement, the Employer shall pay the monthly cost of providing insurance as listed in Section 14.1 above to the maximum cost per month as listed below. If the cost of the Employer for providing such insurance exceeds the maximum amount per month as listed below, 50% of the cost that is in excess of the maximum shall be paid by the Employer and 50% of the cost that is in excess of the maximum shall be paid by the employee. Insurance cost payments made by the employee shall be by payroll deduction.

Medical Maximum Per Month – Family Plan*

Effective October 1, 2019:	\$1,399.82
Effective October 1, 2020:	\$1,483.81
Effective October 1, 2021:	\$1,572.84

Medical Maximum Per Month – Employee and Spouse*

Effective October 1, 2019:	\$1,016.97
Effective October 1, 2020:	\$1,077.99
Effective October 1, 2021:	\$1,142.67

Medical Maximum Per Month – Employee and Child*

Effective October 1, 2019:	\$1,016.97
Effective October 1, 2020:	\$1,077.99
Effective October 1, 2021:	\$1,142.67

Medical Maximum Per Month – Single Plan*

Effective October 1, 2019:	\$508.72
Effective October 1, 2020:	\$539.24
Effective October 1, 2021:	\$571.59

Dental Maximum Per Month – Family Plan and Single Plan*

Effective September 1, 2019:	\$181.55
Effective September 1, 2020:	\$187.00
Effective September 1, 2021:	\$192.61

* These effective dates are intended to be consistent with the plan years. If the plan year changes, the effective dates will be changed accordingly.

Section 14.3 If the Employer determines that it is necessary to change any aspect of the health insurance coverages, then these issues shall be referred to the Employee/Management Health and Benefits Plan Committee for review and recommendation to the Employer. The committee shall be comprised of 5 members, one of whom shall be appointed by the Police Department Bargaining unit, one of whom shall be appointed by the Fire Department, one of whom shall be appointed by the Public Works Department, and one of whom shall be appointed by the administrative staff employees. The fifth member of the committee shall be appointed by the City Manager. The committee shall have the authority to recommend a change in either the level of or provider for health care benefits, which include comprehensive major medical, hospitalization or health care insurance, and dental or optical benefits provided by the self-funded program. The committee shall have the authority to continue the current

plan benefits at the cost of the employees if the committee determines that such health care benefits at such cost are in the best interests of the employees. The committee shall not have the authority to modify the ceiling limits on employer paid health care costs. A majority of the committee shall constitute a quorum and it may take action or make recommendations only by a consensus vote of its committee members. If the committee is unable to reach consensus after exhausting all efforts to do so, the recommendation shall be made by a majority vote of the committee members.

Section 14.4 The Employer shall provide term life insurance coverage on each employee in an amount equal to the employee's annual salary, rounded off to the nearest \$1,000.00.

Section 14.5 The Employer agrees to defend any bargaining unit employee from actions arising out of the lawful performance of the employee's official and/or assigned duties.

Section 14.6 A difference between any employee (or the employee's beneficiary) and the insurance carrier(s) or the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the FOP.

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

ARTICLE 15

WELLNESS PROGRAM

Section 15.1 In order to promote the physical fitness and well being of employees for now and in future years, a wellness program shall be continued for all bargaining unit employees. This wellness program shall operate throughout the life of this agreement.

Section 15.2 There will be an annual mandatory physical fitness test provided for each bargaining unit employee by June 1 of each year. The physical fitness test shall be administered by an in house physical fitness instructor. The assessment shall be based on the following 6 fitness standards as specified by the Institute for Aerobic Research,

which include Body Composition, Aerobic Power Test, Muscular Endurance, Upper Body Muscular Strength, Lower Body Muscular Strength, and Flexibility Test.

Section 15.3 The results from the physical fitness test shall determine what level of compensation the employee shall receive for passing the above mentioned standards. Each standard will carry a rate of \$100.00; however, in order to receive the maximum of \$500.00, the employee needs only to pass 5 of the 6 standards. Employees shall be compensated by July 1 of the participating year.

Section 15.4 Employees suffering from an illness or injury may request an extension until November 1st of the year in which the testing is to occur, provided the employee submits to the Chief of Police a written statement from a qualified physician specifying the illness or injury that prevents the employee from taking the physical fitness test. Any request for extension must be submitted prior to June 1st. If the extension is granted, the employee must also submit a written release from a qualified physician prior to taking the physical fitness test. If the employee is unable to perform the physical fitness test by November 1st, then such employee will be ineligible to receive the wellness compensation for that year.

Section 15.5 It may be necessary or desirable to substitute fitness standards for 1 or more of the 6 elements noted above. The substitution of 1 or more standards must meet with the mutual approval of the employer and the bargaining unit.

Section 15.6 General physicals shall be made available to employees, in an amount not to exceed \$200.00 per employee. However, it is not the responsibility of the Employer to provide a physical fitness program or any other program for the employee in order to attain the employee's wellness goals.

ARTICLE 16 UNIFORMS AND EQUIPMENT

Section 16.1 The Employer shall supply at no cost to the employee all uniforms and equipment required by the Employer, excluding socks and underwear, in quantities specified by the Employer.

Section 16.2 All uniforms and equipment issued by the Employer are and shall remain the property of the Employer. Upon termination of employment of any bargaining unit

employee, all uniforms and equipment shall be returned to the Employer in the condition as when issued, allowing for reasonable wear and tear, prior to the issuance of any final compensation to the employee. Any issued item which is lost by an employee, or damaged through the negligence of the employee, shall either be replaced, repaired, or paid for at the current market value by the employee, at the option of the Employer.

Section 16.3 Uniform and equipment items that require replacement due to normal and reasonable wear and tear may be submitted to the Employer for replacement on a scheduled basis as determined by the Employer. The Employer shall order, pay for, and distribute such replacement items.

Section 16.4 Bargaining unit employees assigned to detective work shall receive a clothing allowance in the amount of \$800.00 per calendar year. Payment shall be made to the employee before July 1st of each year.

Section 16.5 The Employer shall provide for the cleaning of all uniform items. Such cleaning procedures shall be established by and paid by the Employer. The maximum cost to the Employer of uniform cleaning for each bargaining unit employee shall be \$200.00 in any calendar year.

Section 16.6 The Employer shall provide a ballistic vest to each bargaining unit employee. All regulations and requirements for wearing ballistic vests shall be determined by the Employer.

Section 16.7 Equipment, insignia, buttons, and other items not issued or required by the Employer may be utilized or worn only with the permission of the Chief of Police.

Section 16.8 Where a bargaining unit employee supplies evidence that the employee sustained damage to personal property while performing the required assigned work duties, provided that such damage was not the result of willful misuse or negligence on the part of the employee, the Employer shall reimburse the employee for the cost of necessary repairs or replacement up to a maximum of two hundred (\$200.00) per year, or, in the case of prescription eyeglasses, the actual replacement of the exact same prescription eyeglasses. The employee shall present the damaged property for the Employer's inspection prior to the repair or replacement of said property. Repair or replacement of said property shall be at the Employer's option.

Section 16.9 When uniforms or equipment that are property of the Employer are damaged or lost through willful damage or through neglect by the employee, the repair or replacement cost of such items shall be deducted from the pay of the responsible employee. When such loss or damage occurs as the result of an incident that is beyond the reasonable control of an employee, repair or replacement shall be made at the expense and discretion of the Employer.

ARTICLE 17

REIMBURSEMENT OF EXPENSES

Section 17.1 If the Employer requires any bargaining unit employee to expend personal funds in connection with the performance of the employee's assigned duties or any required training opportunities, such funds shall be reimbursed by the Employer.

Section 17.2 The maximum per diem expenses for meals and/or lodging shall be determined by the Employer prior to such expenditures. The per diem levels shall be established in accordance with those policies of the Employer that were in effect prior to the execution of this Agreement.

Section 17.3 When the Employer requires a bargaining unit employee to use the employee's own vehicle for travel required by the Employer, the employee shall be compensated at the current City policy or the I.R.S. rate per mile, whichever is greater. All parking expenses shall also be reimbursed.

Section 17.4 Tuition Reimbursement Policy.

A. Each full time bargaining unit employee shall be eligible for tuition reimbursement for job related courses only (no supplies or other expenses). The Employer reserves the right to determine which courses are considered job related, and for which courses the employee shall be reimbursed. The Employer's determination is not subject to the grievance procedure as outlined in Article 7 of this Agreement.

B. The rate of reimbursement shall be based upon the following scale:

A = 100% Reimbursement

B = 80% Reimbursement

C = 60% Reimbursement

Pass/Fail = 75% Reimbursement for passing grade

The employee must return to the city 100% of the amount reimbursed if the employee leaves the city service within 12 months of completing the course. If the employee leaves city service within 24 months of completing the course, the employee must return 50% of the reimbursed amount to the city.

Section 17.5 Before an employee can be reimbursed for any expenses provided for in this Article, the employee must provide receipts of all expenditures to the Employer or designee.

ARTICLE 18 HOLIDAYS

Section 18.1 The following are recognized as holidays under this Agreement:

- New Years Day
- Martin Luther King Jr. Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas Eve Day
- Christmas Day
- Personal Holiday #1
- Personal Holiday #2
- Personal Holiday #3
- Personal Holiday #4

Section 18.2 Employees who are not available for duty on any of the above designated holidays due to unpaid leave, on layoff, or on disciplinary suspension, shall not be eligible for holiday pay for that holiday.

Section 18.3 An employee who works on any of the holidays provided for in this Article shall receive 8 hours holiday pay for each holiday provided for in this Article, excluding personal days, in addition to the employee's regular earnings. However, an employee who works on Thanksgiving and/or Christmas Day shall receive compensation of 2 times

the employee's regular rate of compensation for hours worked on the actual holiday date in addition to 8 hours of holiday pay. Beginning in 2017, an employee who works on Christmas Eve shall receive compensation of 2 times the employee's regular rate of compensation for hours worked on the actual holiday date in addition to 8 hours of holiday pay. Beginning in 2018, an employee who works on Labor Day shall receive compensation of 2 times the employee's regular rate of compensation for hours worked on the actual holiday date in addition to 8 hours of holiday pay. To be entitled to holiday pay, the employee's shift must begin on the holiday.

Section 18.4 An employee who does not perform work on any of the holidays provided for in this Article, excluding personal days, shall receive 8 hours holiday pay for each holiday.

Section 18.5 In any work period in which a holiday other than a personal day occurs, the Employer may reduce an employee's work schedule by one shift by scheduling the employee off duty on the actual date on which the holiday is observed.

Section 18.6 Holiday pay as provided for in this Article shall be at the employee's regular straight time hourly rate as provided for in Article 12 of this Agreement.

Section 18.7 Full time bargaining unit employees shall be granted 4 personal day holidays each calendar year. The employee must request personal day holiday use as far in advance as possible in writing. The Employer has the discretion to refuse to grant any personal day holiday use that is not requested more than 5 calendar days in advance.

The policies and procedures concerning personal day holidays shall include the following:

- A. Employees who are employed as of January 1 in any calendar year shall have 4 personal day holidays available on and after January 1, subject to the scheduling and approval requirements provided for in this Article.
- B. Personal day holidays shall be available according to the following schedule:
 1. During an employee's first calendar year of employment, the earned personal days are prorated according to the number of days remaining in the calendar year, divided by 365, multiplied by the total personal leave available to the employee's job classification, and rounded to the nearest half day.

2. At the termination of employment any unused personal days will be canceled out and not paid, except for up to 24 hours of unused personal time at termination.

3. At retirement, any personal days remaining unused in that calendar year will be paid to the employee.

Section 18.8 Each employee must schedule and use 1 personal day holiday in accordance with the provisions of Sections 18.7 above during the calendar year. The employee may request the scheduling of any of the other 3 personal day holidays in compliance with Sections 18.7 above, or request that the personal day holiday be paid to the employee. Any personal holiday not scheduled and used prior to December 31 in any calendar year, cannot be used after December 31, and shall be paid to the employee.

Section 18.9 On the regularly scheduled pay day for the pay period that includes Thanksgiving Day, each full time bargaining unit employee shall receive holiday pay for all earned but unused holidays excluding personal holidays for which the employee was available for duty as provided for in Section 18.2 of this Article.

ARTICLE 19
VACATION

Section 19.1 Full time bargaining unit employees who have completed 1 or more years of service in the bargaining unit shall accrue vacation leave in accordance with the following schedule:

COMPLETED YEARS OF SERVICE	VACATION DAYS ENTITLEMENT
1-5	10
6	11
7	12
8	13
9	14
10	15
11	16
12	17
13	18
14	19
15 and over	20

Vacation leave shall be accrued for each completed pay period at a rate proportional to the number of days of vacation entitlement as defined in the above table. Vacation leave shall not accrue when an employee is on any unpaid leave, in layoff status, or on disciplinary suspension.

Section 19.2 Vacation leave may be scheduled as follows:

- A. An employee may use vacation leave in one day increments.
- B. The Employer may refuse to grant vacation leave usage when such usage is requested less than 14 days in advance.
- C. No more than 1 employee in the Patrol Officer bargaining unit excluding detectives and no more than 1 employee in the Sergeant bargaining unit shall be scheduled off during the same shift. No more than 2 employees in the Patrol Officer bargaining unit excluding detectives and no more than 1 employee in the Sergeant bargaining unit shall be scheduled off during the same calendar day. No more than 1 employee assigned to detective work shall be scheduled off during the same calendar day. The Chief of Police or Assistant Chief of Police has the discretion to consider and grant vacation time requests that result in simultaneous vacation time for specialty unit members (traffic, DARE, SRO) with patrol members.
- D. The scheduling of 1 day vacation leave usage shall not disrupt the efficient operation of the Police Department. The Employer, may after exhausting all other means, cancel a scheduled 1 day vacation leave.

Section 19.3 The maximum number of accrued but unused vacation days cannot exceed twice the employee's annual vacation entitlement.

Section 19.4 Between December 1st and December 31st, employees will be permitted to select vacation for the following year. The order of selection will be based on rank seniority. Beginning January 1st vacation selection will be determined by the date that the request is submitted. The employee submitting a vacation request the earliest will be granted leave, as long as the request is in compliance with 19.2.

ARTICLE 20 SICK LEAVE

Section 20.1 Full time bargaining unit employees shall accrue sick leave at the rate of 3.692 hours for each 14 day pay period. Sick leave shall accrue while an employee is on duty and

on vacation leave. Sick leave shall accrue during the first 14 consecutive days while an employee is on sick leave. Sick leave accrual shall cease for any days exceeding 14. Sick leave shall not accrue while an employee is on any unpaid leave, on layoff, on disciplinary suspension, or in overtime status.

Section 20.2 Sick leave shall be granted to an employee, upon approval by the Employer or designee, for the following reasons:

- A. Illness or injury of the employee when such illness or injury prohibits the employee from performing the normal duties of the employee's work assignment.
- B. Illness or injury of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the affected family member. Sick leave usage for this purpose shall be limited to 3 days per incident.
- C. Death of a member of the employee's immediate family. Such usage shall be limited to 3 days, including the date of the funeral. At the Employer's sole discretion the time restrictions for the use of personal time or vacation time will not apply if the employee has extended travel and/or other special circumstances.
- D. Medical, optical, dental, or other appointments with a licensed medical practitioner when such appointments cannot reasonably be scheduled during non-work time.
- E. Exposure of the employee to a contagious disease which could be communicated to and jeopardize the health of other employees. Use of sick leave for this purpose may require the confirmation of necessity by a licensed medical practitioner and the Employer.

Immediate family as used in this article shall be limited to mother, father, son, daughter, spouse, brother, sister, grandparent, grandchild, or a legal guardian or other person who stands in the place of a parent (in loco parentis). In the case of death, mother-in-law, father-in-law, brother-in-law, sister-in-law or a spouse's sibling's spouse, sick leave usage is permitted for a maximum of 3 days. In addition, the term immediate family for the purpose of this Article can include any aunt, uncle, nephew or niece who was a permanent resident of the employee's household at the time of their death.

Section 20.3 When an employee is unable to report to work due to illness or injury, the employee shall notify the employee's immediate supervisor or other designated person as soon as possible, but no less than 2 hours prior to the employee's scheduled time to report to work, unless extenuating circumstances prohibit. Such notification must be given on each day of absence, unless other arrangements are made with the Chief of Police or designee.

Section 20.4 Upon return to work, an employee shall complete and sign an application for sick leave use on a form provided by the Employer to justify the use of sick leave. The Employer may require (at its option) the submission of a qualified physician's receipt or statement once the employee has experienced 4 or more occurrences of sick leave in any given 12 month period. Such receipt or statement shall include the nature of the illness or injury, the treatment given, and the prognosis. Failure of the employee to provide such a statement when requested shall result in the denial of sick leave pay.

Section 20.5 Sick leave usage, when approved, shall be charged in minimum units of 1 hour increments. In order to receive pay for sick leave usage, an employee must comply with all departmental rules and regulations governing application and use. Falsification of an application for sick leave or a medical practitioner's statement shall be grounds for disciplinary action. The Employer maintains the right to investigate any request for sick leave use and any abuse or excessive use of sick leave. The Employer also maintains the right to have any employee examined by a licensed medical practitioner selected and paid by the Employer. The Employer may deny the payment of sick leave if the investigation indicates that the absence was not within the provisions of or the spirit of this Article. Denial of sick leave payment shall not preclude the Employer from implementing disciplinary action.

All accrued but unused sick leave for each bargaining unit employee shall be known as "the sick leave bank."

Section 20.6 The policies concerning the sick leave bank shall be as follows:

- A. The maximum number of hours that any employee can accrue in the sick leave bank is 960 hours. All sick leave hours earned in excess of the sick leave bank limit shall be lost.
- B. When the number of accrued but unused sick leave hours in the sick leave bank reaches 960 hours, the employee may request to receive a cash conversion of all hours in excess of 864 hours at a rate of 1 hour pay for each 1.5 hours in excess of 864 hours.
- C. An employee with 20 or more years of service with the Employer in a bargaining unit position who retires from active service with the Employer, shall be paid for 50% of the value of all accrued but unused hours in the sick leave bank at the rate of pay that is in effect as of the date of retirement. An employee with 10 through 19 years of service with the Employer in a bargaining unit position who retires from active service with the Employer, shall be paid for 33-1/3% of the value of all accrued but unused hours in the sick leave bank at the rate of pay that is in effect as of the date of retirement. The word

"Retire" in this section means retirement through the State of Ohio Police and Firefighters Disability and Retirement Fund.

ARTICLE 21
OCCUPATIONAL INJURY LEAVE (OIL)

Section 21.1 Each full-time bargaining unit employee shall be entitled to occupational injury leave (OIL) for at least the first 90 calendar days for each qualifying injury. The Employer may grant an extension of OIL under certain circumstances that would include but not be limited to the injured employee's medical progress, improvement or reduction in the employee's restrictions and compliance with medical treatment recommendations. Such an extension is at the discretion of the Employer and failure to grant an extension shall not be subject to the grievance procedure. OIL may be granted to an employee who suffers an on-the-job injury from an identifiable incident that occurred in the course of performance of the employee's official duties within the scope of employment with the Employer, and where such injury directly results from a hazard and who is off work due to said injury for a continuous period of 7 calendar days. The City may decide to waive the requirement to use sick leave during the initial 7 day period, but a City decision not to waive the requirement to use sick leave shall not be subject to the grievance procedure under this Agreement.

Section 21.2 In the event of a service connected injury incurred in the active discharge of duty, which injury is not the result of self-infliction, "horseplay" by the employee, intoxication, or being under the influence of illegal drugs or legal drugs not used in compliance with a prescription, the Employer shall grant the employee full pay for a period of 90 calendar days subject to the extension referenced above. This time shall not be charged to the employee's sick time.

Section 21.3 An employee applying for OIL hereunder, shall, in compliance with the rules of the Ohio Bureau of Worker's Compensation, sign a medical release authorizing the Employer to request all medical information related to the alleged injury. The employee is also required to complete a provider list identifying any and all physicians and/or medical facilities who have treated the employee for the alleged injury or who have treated the employee for the same body part in the past.

Section 21.4 Any employee alleging an occupational injury under this Article is required to complete an internal accident report within 24 hours or as soon as physically possible. The Employee shall also file the alleged claim with the Ohio Bureau of Workers' Compensation

within 72 hours or as soon as physically possible. An employee who has elected to and is receiving OIL leave will not request or be entitled to receive Temporary Total Disability (TTD) Compensation from the Ohio Bureau of Workers' Compensation for the same period they are receiving OIL. In the event the claim is denied by OBWC, the employee shall revert to sick leave status, and shall be charged with sick leave and/or vacation leave for all time paid by the Employer for OIL.

Section 21.5 It is understood and agreed that the Employee and Employer will complete salary continuation forms for the period for which OIL is being paid. Said forms will be submitted to the Ohio BWC. OIL benefits are considered wages in lieu of compensation. After OIL benefits have been exhausted, the Employee must continue to accept salary continuation if the City chooses to maintain salary continuation.

Section 21.6 Prior to determining an Employee's eligibility for OIL, the Employer will determine whether transitional work (within the City) is available. If restrictions are provided by the physician of record (POR), the Employer will determine whether there are any assignments within the City that the Employee can perform within his or her restrictions. It is strictly the management right of the Employer to determine if transitional work within the restrictions is available within the City. If the POR, after communicating with the Employer or its designee about the availability of transitional work, has not provided restriction, and the Employee is certified as totally disabled, the Employer will adjudicate the request for OIL.

Section 21.7 Before granting OIL, the Employer will assign the employee to light duty work within the employee's treating physician's restrictions or the restrictions offered by an independent medical examiner if such work is available.

Section 21.8 No entitlement to OIL shall arise from a personal injury sustained while an employee is engaged in private employment of any nature whether or not such private employment is a peace officer guard, or other law enforcement related field, and whether or not such private employment was secured through the Montgomery Police Department.

Section 21.9 Before an employee on injury leave will be permitted to return to duty, the employee shall submit to the Chief of Police a physician's statement and any other required documentation concerning the injury, demonstrating the employee's physical ability to satisfactorily perform the duties of the employee's position. Additionally, the Chief may require the Employee to submit to an examination by a physician selected and paid by the

Employer if there is any question about the Employee's ability to return to duty. If the Chief requires the Employee to submit to an examination and that employee has exhausted all paid leave, the employee will receive up to 2 additional weeks of paid leave to attend the examination.

ARTICLE 22 LEAVES OF ABSENCE

Section 22.1 Leave Without Pay. Employees may be granted the following types of unpaid leaves of absence:

A. Disability Leave

A physically or mentally incapacitated employee may request a disability leave. A disability leave for a period not to exceed 6 months may be granted when the disability continues beyond the accumulated sick leave rights provided the employee furnishes satisfactory medical proof of such a disability along with a written request and is:

1. Hospitalized or institutionalized;
2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
3. Declared incapacitated for the performance of the duties of the employee's position by a qualified licensed physician. It is the employee's responsibility to request a disability leave since such disability leave is not granted automatically when the employee's sick leave has expired.

In order to maintain re-employment rights, the employee must request to return prior to the conclusion of the disability leave. When an employee is ready to return to work, the employee shall furnish a statement by a qualified physician releasing the employee as able to return to work. Replacements for workers on disability leave are employed pursuant to Sub-Section C(3) below.

B. Employer Required Disability Leave

The Employer may require an employee to be examined by a licensed physician at the Employer's expense. An employee found to be unable to perform the essential functions of the employee's position shall be placed on Disability Leave as described in Sub-Section A above. Employer required disability leave may be appealed through the grievance procedure.

If the physician hired by the Employer and the employee's qualified physician are in disagreement regarding the ability of the Employee to return to duty, the Employer's physician and Employee's physician will mutually select a third qualified physician to resolve the disagreement as to the determination to return to duty. The cost of such evaluation/examination shall be borne by the Employer. The decision of the third physician shall be binding upon the Employer, the FOP, and the employee.

C. Leave of Absence

The Employer may grant a leave of absence to any employee for personal reasons of the employee. Such a leave may not be renewed or extended beyond 6 months. Failure of the Employer to grant an unpaid leave of absence shall not be subject to the grievance procedure.

1. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.
2. The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, employees will advise the Employer 60 days prior to commencement of the desired leave so that the various departmental functions may proceed properly.
3. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to the next available similar position if the employee's former position no longer exists.
4. An employee may return to work before the scheduled expiration of leave as requested by the employee and agreed to by the Employer. Failure of the Employer to grant a request for early termination of an approved leave of absence shall not be subject to the grievance procedure. If an employee fails to return to work at the expiration of an approved leave of absence, such employee, absent extenuating circumstances, shall be removed from the employee's position and shall not receive seniority time for the period of leave.

No benefits or service credit shall be accrued by an employee granted an unpaid leave of absence, except that health insurance may continue to be available at the employee's option pursuant to the terms and conditions of COBRA.

D. Family and Medical Leave

The parties agree to comply with the Family and Medical Leave Act, as amended.

Section 22.2 Leaves With Pay. Employees may be granted the following types of paid leaves of absence:

A. Court Leave

The Employer shall grant full pay where an employee is summoned for any jury duty or subpoenaed as a witness (outside the scope of employment) by any court or other adjudicatory body as listed in this Article. All compensation for such duty shall be reimbursed to the Employer unless such duty is performed totally outside of normal working hours. An employee released from jury or witness duty prior to the end of the employee's scheduled work day shall report to work for the remaining hours. Employees will honor any subpoena issued to them, including those from Worker's Compensation, Unemployment Compensation and State Employment Relations Board hearings. The Employer will not pay employees who appear in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay, or personal day leave, or vacation at the discretion of the employee. An employee shall request prior approval for court leave, in order for such leave to be granted.

B. Military Leave

The City shall grant military leave as required by the applicable provisions of the City of Montgomery ordinances, the Ohio Revised Code, and Federal law.

ARTICLE 23

PAYMENT AT TIME OF SEPARATION

Section 23.1 Upon separation from employment for any reason, all unpaid wages and all accrued but unpaid vacation and holiday leave shall be paid to the employee at the rate of pay that was in effect on the date of separation.

Section 23.2 When the separation from employment is due to a letter of resignation, the employee must present such a letter to the Employer or designee as far in advance as possible, but no less than 14 calendar days prior to the effective date of the resignation. As part of the 14 day notice, the employee may not use vacation leave, personal leave or sick leave. The employee is required to report for work on each of the employee's regularly scheduled work days during the 14 day period. The parties may mutually agree to waive all or part of the 14 day period.

Section 23.3 If the reason for separation is due to the death of the employee, the payment of wages and accrued but unpaid benefits provided in this Agreement shall be paid in accordance with applicable state law.

ARTICLE 24
NO STRIKE / NO LOCKOUT

Section 24.1 The Employer and the FOP recognize that a work stoppage of any kind would create a clear and present danger to the health and safety of the public, and this Agreement provides machinery for the orderly resolution of grievances. Therefore the parties agree that:

- A. During the term of this Agreement, the FOP shall not, for any reason, authorize, cause, engage in, sanction, or assist in any strike, or any other concerted activity which would interrupt the operation or services of the Employer during the life of this Agreement.
- B. During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout of the bargaining unit employees unless those employees have violated Section 24.1 (A) of this Article.

Section 24.2 In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violated Section 24.1 (A) of this Article is/are subject to disciplinary action up to and including discharge or removal by the Employer.

Section 24.3 In the event of any violation of Section 24.1 (A) of this Article, the FOP shall promptly do whatever it can to prevent or stop such unauthorized acts.

Section 24.4 Nothing in this Article shall be constructed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 25
SEVERABILITY

Section 25.1 This Agreement supersedes and replaces all applicable state and local laws which it has the authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any

provision of this Agreement to be legally unenforceable, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 25.2 The parties agree that should any provision of this Agreement be found to be legally unenforceable, they will schedule a meeting within 30 days at a mutually agreeable time to negotiate alternative language on the same subject matter.

ARTICLE 26
WAIVER IN CASE OF EMERGENCY

Section 26.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Hamilton County Sheriff, the Mayor or the City Manager of the City of Montgomery or Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. time limits for the processing of grievances; and,
- B. all work rules and/or agreements and practices relating to the assignment of employees.

Section 26.2 Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s), had properly progressed, prior to the emergency.

ARTICLE 27
BADGE AND WEAPON AT RETIREMENT

Section 27.1 Upon retirement from the City of Montgomery in good standing and under the Police & Firemen's Disability & Pension Fund System, bargaining unit members may purchase their service weapon and badge at a cost of \$1.00. Good standing means there was no discipline pending at the time of retirement and that there was no finding or determination the bargaining unit member is mentally or emotionally unfit for duty.

ARTICLE 28
BARGAINING UNIT WORK

Section 28.1 Auxiliary personnel shall not be assigned to perform bargaining unit work if such assignment would displace bargaining unit members from duties that would normally be assigned to them.

ARTICLE 29
DURATION

Section 29.1 The provisions of this Agreement shall become effective July 1, 2019 and shall remain in full force and effect through June 30, 2022.

Section 29.2 If either party desired to modify or amend this Agreement, it shall give written notice of such intent no earlier than 120 calendar days prior to the expiration date, nor later than 90 calendar days prior to the expiration date of this Agreement. Such notice shall be by a method approved by the State Employment Relations Board. The parties shall commence negotiations within 2 calendar weeks upon receiving notice of intent.

Section 29.3 During the term of this agreement, each party waives any and all rights to request the other party to negotiate on any subject addressed in this agreement, except to the extent this agreement specifically provides otherwise.

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this _____ day of _____ 2019.

FOR THE CITY OF MONTGOMERY

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

Brian K. Riblet
City Manager

Ross Rader
FOP/OLC Staff Representative

Julia E. Prickett
Human Resources Manager

Robert Otte
Bargaining Committee Member

John Crowell
Chief of Police

T.J. Shreve
Bargaining Committee Member

Katie Smiddy
Director of Finance

Steve Hoy
Bargaining Committee Member

Greg Vonden Benken
Assistant Chief

Joe Scholler
Special Labor Counsel