

A G R E E M E N T

**FRATERNAL ORDER OF POLICE
JOHN C. POST LODGE NO. 44
SUPERVISORS' UNIT**

AND

CITY OF DAYTON, OHIO

**Effective January 1, 2018
Through December 31, 2020**

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AGREEMENT

This Agreement is entered into by and between the City of Dayton, Ohio (hereinafter referred to as Management, City and/or the City of Dayton) and the Fraternal Order of Police, Captain John C. Post Lodge No. 44 (hereinafter referred to as the Lodge). Management and the Lodge agree that they will take whatever actions are necessary to implement this Agreement in accordance with their obligations as set forth in Chapter 4117 of the Ohio Revised Code.

PURPOSE

This Agreement fulfills the mutual obligations of the City and the Lodge, pursuant to Chapter 4117 of the Ohio Revised Code.

ARTICLE 1

AUTHORITY / DURATION

Section 1. Legal Reference

This Agreement supersedes and replaces all pertinent statutes, ordinances, civil service rules and other rules and regulations over which it has 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 provisions 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.

Section 2. Severability

The parties agree that should any provision of this Agreement be found to be invalid, they will schedule a meeting at a mutually agreed upon place and time to negotiate alternative language on the same subject matter.

Section 3. No Conflict

The City's Personnel Policies and Procedures, Police Department Rules and Regulations and general or specific written orders issued by the Director of Police shall not be interpreted so as to conflict with the terms of this Agreement.

Section 4. Modification

Written amendments or modifications of this Agreement shall only be by written agreement signed by the authorized Management designee and the Lodge.

Section 5. Addenda

All addenda attached hereto are hereby incorporated into this Agreement.

Section 6. Duration

This Agreement shall be effective as of January 1, 2018, and shall remain in effect through December 31, 2020, and shall continue thereafter for successive periods of twelve (12) months, unless either party to this Agreement, on or before sixty (60) days prior to the expiration of such period, notifies the other party in writing of its intention to terminate this Agreement.

ARTICLE 2
RECOGNITION

Section 1. Bargaining Rights

The City recognizes the Lodge, as the exclusive bargaining agent for all sworn Police Officers who are above the rank of Police Officer.

Should the Police Department create any new classification, the parties shall meet to determine whether such new classification should be included in the unit. In the event the parties are unable to reach an agreement, the dispute shall be submitted to the Grievance Arbitration Provisions set forth in this Agreement.

Section 2. Subjects For Bargaining

The following shall be considered as subjects to be negotiated by Management with the Lodge for all bargaining unit employees.

- A. Wages
- B. Hours
- C. Terms and Conditions of Employment

Section 3. Authorization for Dues Check-Off & Fair Share

In accordance with the requirements of Section 4117.09 (B)(2) of the Ohio Revised Code, upon presentation of a written deduction authorization by the employee, Management shall deduct from the pay due such employee, and turn over to the proper officers of the Lodge, regular monthly Lodge dues, initiation fees, and assessments payable by him or her to the Lodge, during the period provided for in said authorization.

Management shall automatically deduct, without written authorization, from the payroll check for all employees covered by this Agreement who are not members of the Lodge, and who do not in the future become and remain members of the Lodge after thirty (30) calendar days of employment, or as of the effective date of this Agreement, whichever is later, a fair share fee as a contribution toward the negotiation and administration expenses of this Agreement in an amount equal to the regular monthly dues paid by members of the Lodge.

Upon failure of any non-member employee to pay or tender the above mentioned fair share fee, Management shall discharge such employee when so informed by the Lodge.

If an employee covered by this Agreement is a member of and adheres to established and traditional tenets or teachings of a bonafide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization, such employee shall not be required to join or financially support the Lodge as a condition of employment.

An employee desiring to avail himself or herself of the right of non-association with the Lodge, as provided by law, shall submit proper proof of religious conviction to the State Employment Relations Board.

Upon a declaration by the State Employment Relations Board that the employee is exempt from becoming a member of or financially supporting the Lodge, the employee shall be required, in lieu of the fair share fee, to pay an amount of money equal to such fair share to a non-religious charitable fund exempt from taxation under Section 501 (C)(3) of the Internal Revenue Code mutually agreed upon by the employee and the representatives of the Lodge. The employee shall furnish to the Lodge written receipts evidencing such payment.

Upon failure to make such payment or furnish such receipts, the City shall discharge such employee when so informed by the Lodge.

The Lodge shall hold the City harmless for any payments made by Management during the term of the voluntary assignment and for any wrongful discharge by Management under this Section, provided such discharge action is initiated at the request of the Lodge.

Section 4. Non-Discrimination

The parties hereto agree that neither Management nor the Lodge shall discriminate against an employee because of race, color, creed, religion, sex, age, political affiliation, disability, membership or non-membership in the Lodge or participation in Lodge activities. Words used in this Agreement in the masculine gender will be read and construed in the feminine gender as well, unless otherwise indicated.

Section 5. Supervisory Employees

Sworn police officers in the ranks of Sergeant and above are police supervisors. In addition to the statutory obligations of all police officers, they are responsible for assisting

in supervising, leading, directing, evaluating, advising and coordinating within the authority delegated by Management.

The term "employee" or "employees" as used in this Agreement shall refer to those persons included in the bargaining unit. The male pronoun or adjective where used herein refers to the female also unless otherwise indicated.

Section 6. PAC Fund Deduction

The City shall provide, at no cost to the Lodge, an additional payroll deduction field for any employee who provides a written deduction authorization to the Lodge with a copy to the City. Such authorization may be revoked by the employee at any time by giving written notice to the Lodge, with a copy to the City. The City shall deduct from the pay due such employee and remit the deduction to the proper officers of the PAC. The expenditure of funds shall be in accordance with Federal, State, and Local laws.

ARTICLE 3
PROHIBITIONS

Section 1. Strike Prohibition

The services performed by the employees included in this Agreement are essential to the public health, safety and welfare. There shall be no interruption of the work for any cause whatsoever, nor shall there be any work slowdown or other interference with public services.

Section 2. Denouncement of Violation

In the event that any employee in the bargaining unit is engaged in any violation of Section 1 the Lodge shall, upon notification by Management, immediately order such employee or employees to resume normal work activities and shall publicly denounce any such violation of Section 1. If the Lodge carries out its obligations under this Section in good faith and has neither authorized nor ratified the action, it shall have no liability for any such action.

Section 3. No Lockout

Management shall engage in no lockout of employees in the bargaining unit.

ARTICLE 4

MANAGEMENT'S RIGHTS

Unless expressly provided to the contrary by a specific provision of this Agreement, Management reserves and retains solely and exclusively all of its statutory and Common Law rights to manage the operation of the Police Department of the City of Dayton, Ohio.

Such rights shall include but are not necessarily limited to the rights:

- A. To develop, alter or abolish policies, practices, procedures and rules to govern the operation of the Police Department and bring about discipline.
- B. To determine work assignments and establish, alter or eliminate work schedules, locations or functions in accordance with municipal or departmental needs.
- C. To transfer, promote or lay-off employees; or to terminate, demote, suspend or otherwise relieve employees from duty for just cause.
- D. To recruit, select and determine the number, qualifications and characteristics of officers required.
- E. To establish basic and in-service training programs and requirements for upgrading of officers and employees.
- F. To take such measures as Management may determine to be necessary for the orderly and efficient operation of the Police Department for the City of Dayton.

To the extent that the above rights are specifically limited by the provisions of this Agreement, alleged violations are subject to the Grievance Arbitration Procedure.

ARTICLE 5

LODGE BUSINESS

Section 1. Supervisors' Chairman

In addition to the Lodge President (*hereinafter referred to as President*), the Lodge will appoint one (1) member to be designated as the Supervisors' Chairman (*hereinafter referred to as Chairman*).

The authorized functions of the Chairman and an alternate to replace the Chairman when he/she is absent due to authorized leave in excess of five (5) working days or where unanticipated absence of the Chairman may result in the grievance time limits expiring, are the following:

- A. Attendance at Committee meetings;
- B. Posting of Lodge notices on the bulletin boards;
- C. Representing the Lodge in investigating and processing grievances beginning at Step 3 (the Superintendent's level) of the Grievance Procedure;
- D. Replacing a grievance representative who is absent or unavailable;
- E. Notifying Management (as the authorized Lodge representative) of the Lodge's intent to invoke any steps of the Grievance Procedure beyond Step 3 including Grievance Arbitration;
- F. General supervisory review of grievances;
- G. Acting as liaison between Management and the Lodge;
- H. The Chairman will receive copies of all General, Executive and Special Orders sent to other units.

The Chairman shall be released from his/her normal duty hours upon request to participate in meetings and discussions with regard to the aforementioned problem areas without loss of pay or benefits. In no event will the Chairman receive overtime payment to conduct Lodge business or process grievances. The Chairman shall perform his/her assigned duties on substantially a full-time basis.

Section 2. Grievance Representative

The Lodge may select a minimum of seven (7) grievance representatives. The representatives' names and assignments shall be furnished to the Human Resources ("HR") Department by the Lodge. The list shall be kept current by the Lodge at all times.

If a representative's name is not listed, he/she will not be granted time away from his/her job. Representatives involved will be permitted time off their jobs with pay to be present at Grievance Hearings, and will be permitted reasonable time during duty hours without loss of pay or benefits to investigate and process grievances.

In no event will a grievant or his/her representative receive overtime payment to engage in activities covered by this Section or otherwise to conduct Lodge business, but Grievance Hearings at Steps 1, 2 and 3, as called for in Article 12, shall be scheduled not later than one-half (1/2) hour before the end of the grievant's shift if on the first relief, and not earlier than one-half (1/2) hour before the beginning of his/her shift if on the third relief, where the grievant or his/her representative will be in attendance.

The aggrieved employee may request a representative, and the representative requested must inform his/her immediate supervisor of the grievant's name and location. Where the normal grievance representative is absent, another grievance representative from the same shift or platoon in another district, or from a different shift or platoon in the same district shall process the grievance.

Lodge business other than that listed in this Agreement shall not be conducted by grievance representatives on City time, nor shall it, in fact, interfere with the work assignment of the representatives involved or the work assignment of any other City employee.

Section 3. Negotiators

Reasonable provisions shall be made by Management so that Lodge bargaining unit members selected by the Lodge as representatives on their negotiating committee and scheduled for duty may be carried on special assignment for the entire assigned shift for the purpose of negotiating during the term of this Agreement.

Upon advance approval by the Director of Police or his/her designee, time off shall be granted for a maximum of six (6) negotiating committee members and the Chairman, designated in advance, during the last ninety (90) days of this Agreement prior to the termination date specified in under Duration (exclusive of any extensions).

However, in the event the parties agree to joint, multi-unit negotiations, time off shall be granted for a maximum of three (3) supervisor negotiating committee members and the Chairman.

Section 4. Delegates

The Lodge will be authorized an aggregate of seven (7) work days of paid leave per calendar year for employees to use at anytime during the year to attend Lodge functions such as conventions, educational meetings or conferences.

Management shall make other reasonable provisions for authorizing vacation leave or personal allowance credits for employees to attend Lodge functions in addition to the above mentioned seven (7) days. Any authorized but unused Lodge delegate leave may be carried over from an even to an odd numbered calendar year.

Subject to approval by Management, based upon the operational requirements of the Police Department, the Lodge may utilize the aforementioned provisions by having the Chairman notify the HR Director as soon as practicable upon learning of the need for such leave, but no less than seven (7) calendar days prior to the commencement of said leave.

Section 5. Lodge Officers

Sufficient time off shall be granted to any four (4) elected officers of the Lodge or elected Supervisor Committee members who are employees covered hereunder for the purpose of attending and conducting regular or special meetings of the Lodge, provided however, a forty-eight (48) hour notice is given to the Director of Police and such release from duty is subject to the scheduling requirements in the interest of efficient operation of the Police Department.

Section 6. Labor-Management Committee

In the interest of sound employee relations, a joint committee of no less than six (6) nor more than eight (8) members, half of whom shall be from the Lodge will convene from time to time for the purpose of discussing subjects of mutual concern.

It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems. Either Management or the Lodge may request that an HR representative participate in a scheduled Labor-Management Committee meeting.

Each party shall alternately chair the Labor-Management Committee meeting. Upon the request of either party, any answer will be given (or confirmed) in writing within two (2) weeks of the request that the answer be made written.

Section 7. Office And Telephone

Management shall provide the Chairman with an office and telephone separate and private from his/her normal assignment in close proximity thereto.

Section 8. Ballot Box

Management agrees to permit the Lodge to provide ballot boxes and/or suggestion boxes in strategic locations within the Safety Building.

Section 9. Bulletin Boards

Bulletin boards as presently provided, and as may be installed in the future by Management, may be used by the Lodge for posting notices of the following types:

- A. Recreational and social events;
- B. Elections and election results;
- C. General membership meetings and other related business meetings;
- D. General Lodge business of interest to members.

Notices must be reviewed with the Director of Police and/or the HR Department and any bulletins or notices considered inflammatory, political or devoted to Lodge organizing and grievance matters will not be permitted on any City bulletin boards, nor will they be permitted to be displayed in City offices, facilities, equipment, etc. If such inflammatory, political or organizing notices appear on said bulletin boards, they shall be removed by Management. The City's current Personnel Policies and Procedures will be followed regarding the Lodge's use of e-mail.

Section 10. Notification Of Reorganization

Management shall notify the Lodge, in writing seven (7) days in advance of the action, of its intention to reorganize the Police Department, or to substantially modify the functions of any bargaining unit position. The creation, abolishment, or movement of Bureaus and/or Units from one division to another shall constitute a reorganization.

Section 11. Seniority Defined

Seniority for employees is determined by the eligibility list standing on the date of promotion minus:

1. Suspension days not covered by vacation forfeiture (Article 11);
2. Time between resignation from the Police Department and reinstatement except when resignation is in excess of one (1) year in which case all seniority is lost; and,
3. Leave without pay, except for FMLA or military leave.

The current seniority list will be maintained by the Police Department. The seniority list shall be revised quarterly, and the revised list will be distributed to the employees.

Section 12. Release Time for FOP President

A sworn employee of the Dayton Police Department serving as President of the Fraternal Order of Police, Captain John C. Post Lodge No. 44 shall receive the full salary and all benefits to which the employee is normally entitled as a sworn member of the Department of Police working on a forty (40) hour, daytime shift. Such employee shall be relieved of all obligation to work as a sworn member of the Police Department and shall be free to conduct the affairs of the FOP Lodge No. 44 without being subject to the authority of Management of the Police Department, provided the President adheres to the following requirements and maintains certification as a Police Officer:

- A. Respond to emergency recall;
- B. Maintain the uniform;
- C. Fulfill requirements to attend court related proceedings;
- D. Report usual and customary changes for personnel records;
- E. Adhere to Departmental grooming standards;

- F. Attend basic in-service training which all members of the President's rank are required to attend, including firearms training;
- G. Take action in case of law violations;
- H. Maintain a valid Ohio Driver's License;
- I. Adhere to basic laws and the standards of conduct set forth in this Collective Bargaining agreement; and
- J. Adhere to the Manual of Procedure and Personnel Policies and Procedures.

The FOP President will still be permitted to work overtime assignments based upon the employee's seniority.

ARTICLE 6

HOURS OF WORK

Section 1. Hours of Work

The work period for all bargaining unit employees shall consist of no more than an average of forty (40) hours per week in a twenty-eight (28) day period.

Section 2. Definition of Day

The work day for all bargaining unit employees shall consist of eight (8) consecutive hours within a twenty-four (24) hour period beginning with each employee's shift.

Section 3. Work Schedules

Alternate work schedules may be continued or implemented by mutual agreement of Management and the Lodge.

All employees on an alternate work schedule that take off an entire day will be debited for the actual time taken for vacation leave, compensatory leave, sick leave, holiday pay, birthday pay, and/or personal leave credits on that day. All leave for less than an entire day shall be debited on an hour-for-hour basis.

Section 4. Shift Preference

The following shift preference procedure shall be applicable to employees assigned to all multiple shift operations.

- A. No later than October 1st of each year, the appropriate Commander shall cause to be posted a list of those employees holding positions by virtue of the employee's seniority. That list shall further reflect those employees holding positions not subject to the bidding procedure. The list shall reflect the name of the employee and the anniversary date. Employees holding positions because of their seniority may be bumped by the more senior employees under the terms of this Section. The list shall remain posted for the bidding year reflecting any changes that occur during the year.

- B. The month of November each year is designated as the period for the exercise of shift preference.
- C. One-half (1/2) of the positions on each shift shall be subject to being filled by employees who desire to exercise their seniority to bid for reassignment to like and similar jobs within the same District, Bureau, or work assignment.
- D. Employees may, by e-mail request to the appropriate Commander, show their preference of shift and days off that are available for that particular shift. Such requests must be submitted no later than 1700 hours on or before November 30th. Days of requests may be denied or changed by the Chief or his or her designee, for valid business reasons that are not for arbitrary or capricious reasons.
- E. Notification of shift changes shall occur by December 31st and will become effective on January 15th of the following year.
- F. The exercise of shift preference shall not limit management to or from any work schedule changes or District and Bureau changes at any time. In the event of a general reassignment, the appropriate Commander will within thirty (30) days provide for reassignment within his/her District as necessary to permit shift preference for one-half (1/2) of the positions.

Section 5. Rotating Shifts

There shall be no overtime paid to employees who worked more than eight (8) hours in a twenty-four (24) hour period while changing from one shift to another for the first two (2) shift changes in a seven (7) consecutive day period. After two shift changes in a seven (7) day period, overtime will be paid for hours in excess of eight (8) in a work day due to a short shift change during the remainder of the seven (7) consecutive day period. A short shift change occurs when an employee is off less than sixteen (16) hours between shift changes.

When an employee is required to change shifts the employee shall not be required to work two (2) consecutive shifts. An employee will receive a minimum of eight (8) hours of off-duty time before returning to the new shift. No officer shall be required to change shifts without advance notification by Management of at least three (3) calendar days. Exceptions to the prior sentences are overtime opportunities, mutual agreement to waive the provisions by the employee and Management, or an emergency being declared by the Director of Police or his designate.

For the purpose of this Section, any change in reporting time of more than two (2) hours shall be considered a shift change.

Section 6. Tardiness

For unexcused tardiness in any instance of an employee reporting late for duty (scheduled work day), the employee will be docked in six (6) minute increments.

Section 7. Unrequested Transfers

- A. Any unrequested transfer to another District, Bureau, or work assignment, shall be given immediate shift preference (but not days off preference) on the basis of seniority in that District, Bureau, or work assignment. Such employees may exercise shift preference with regard to only those positions which have been filled by the exercise of shift preference pursuant to the provisions of Section 4.
- B. A transfer shall not be unjust and capricious, and if the Lodge believes that such a transfer is unjust and capricious, it may be subject to the Grievance Arbitration Procedure.

ARTICLE 7

SICK LEAVE

Section 1. Accrual

All employees shall accrue sick leave hourly credits at the rate of ten (10) credit hours per completed month of service, and any sick leave hourly credits accrued, but not used or converted as hereinafter provided in any year, shall be cumulative in succeeding years to a maximum of one thousand one hundred twenty (1,120) hourly credits. Employees who are granted their leave of absence with pay shall continue to accrue sick leave hourly credits at the regularly prescribed rate during such absence. Sick leave hourly credits shall not accrue during periods of suspension or other types of leave without pay.

Section 2. Granting Of Sick Leave

An employee eligible for sick leave may be granted such leave with full normal pay when absent for the following reasons:

- A. Personal illness, pregnancy or physical incapacity.
- B. Illness of a member of an employee's immediate family, requiring the employee's personal care and attendance, may be granted in accordance with Personnel Policies and Procedures, Section 5.01 and guidelines established therein.
- C. Enforced quarantine of the employee in accordance with community health regulations.
- D. Where injury leave has expired and the employee must be absent from work for an additional period due to injury.
- E. An employee who becomes ill after reporting to work will be permitted by supervision to go home or to a medical facility. In either instance, the employee will be charged for the hours lost from work in units not less than one (1) hourly credit.

Section 3. Employee's Responsibility

Before the starting time of his/her shift, an employee on sick leave shall inform Dayton Police Department Records of the fact at least one hour (1) before the officer's scheduled work time, except in the case of proven inability to make a phone call and provided further that the call shall be made as soon as possible thereafter. The same procedure outlined for reporting off is to be used when reporting back to duty from sickness.

Section 4. Fraction Of A Day

Absence for a fraction of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in amounts not smaller than one (1) hourly credit.

Section 5. Doctor's Certificate

A Doctor's Certificate may be required before an employee may return to work to substantiate periods of more than three (3) consecutive work days of sick leave usage. A Doctor's Certificate may also be required for sick leave usage in the following cases:

- A. Repeated one (1) or two (2) day absences (three (3) or more such occurrences in a six (6) month period);
- B. Multiple absences on a single day or under questionable circumstances. Should a Doctor's Certificate be required by a supervisor, notification to the employee must be given on the first day of absence;
- C. After an absence related to any on-duty emergency or after the employee received medical services from any emergency service provider as a result of an on-duty incident. In these types of situations, the City may also require the employee to produce a Doctor's Certificate indicating that the employee is fit to return to work.

Section 6. Reinstatement Credit

An employee who is laid off will, upon reinstatement to service, have any unused sick leave existing at the time of his/her layoff placed to his/her credit.

Section 7. Conversion To Vacation or Personal Allowance Credits

In any one year, sick leave hourly credits may be converted to not more than forty (40) hours of vacation or personal allowance credits or cash, except where accumulation above one thousand (1,000) hourly sick leave credits forces conversion of sick leave credits in excess of one thousand (1,000) hourly credits to avoid the loss of those excessive credits. The normal conversion period will be in January of each year. Conversion at any other time during the year will be granted when requested by Special Report.

Only one conversion of sick leave hourly credits to vacation credits or cash is permitted each calendar year. Conversion shall be administered as follows:

- A. An employee who has more than two hundred forty (240) sick leave hourly credits may convert up to seventy-two (72) hours of sick leave credits to vacation credits on the basis of three (3) hours of sick leave credits for one (1) hour of vacation or personal allowance credit, provided a balance of two hundred forty (240) sick leave hourly credits remain.
- B. If an employee has in excess of five hundred twenty-eight (528) sick leave hourly credits, he/she may convert up to one hundred twenty (120) hourly credits to vacation hourly credits on the basis of three (3) hours of sick leave credits for one (1) hour of vacation or personal allowance credit, provided a balance of four hundred eight (408) sick leave hourly credits remain.
- C. If an employee has in excess of seven hundred twenty (720) sick leave hourly credits, he/she may convert up to eighty (80) sick leave hourly credits to vacation credits on the basis of two (2) hours of sick leave credits for one (1) hour of vacation or personal allowance credit, provided a balance of seven hundred twenty (720) sick leave hourly credits remain.
- D. Those employees having in excess of one thousand (1,000) sick leave hourly credits must convert those credits in excess of one thousand (1,000) at a rate of two (2) hours of sick leave credits to one (1) hour of vacation or personal allowance credit or the employee will lose those credits. In no case will more than one thousand (1,000) sick leave hourly credits, after conversion, be recognized. In no instance shall any employee be credited with more than one thousand one hundred twenty (1,120) sick leave hourly credits.

Subject to the above limitation, Management shall permit those employees credited with eight hundred (800) or more sick leave hourly credits conversion privilege in January of each year. Such conversion privilege is subject to a maximum of eighty (80) sick leave hourly credits or the number required to

allow one thousand (1,000) accumulated sick leave hourly credits to remain, whichever is greater.

- E. Retirement means the employee has left the service of the City of Dayton after at least twenty-five (25) years of service or is receiving retirement benefits under the Ohio Police and Fire Pension Fund at the termination of said service under general or disability provisions of said fund. At retirement, an employee who has up to one thousand one hundred twenty (1,120) sick leave hourly credits may convert them to regular pay. This conversion shall be two (2) sick leave hourly credits for one (1) hour of regular pay.
- F. If an employee who would otherwise be eligible for retirement benefits dies while still employed or when an officer is killed in the line of duty, then the benefits under Paragraph E will be paid to the deceased employee's estate.
- G. Scheduling of conversion vacation credits off shall be by the Director of Police or Division Superintendent subject to efficient operation of the Police Department.
- H. Personal allowance credits are paid hours off earned through sick leave conversion and shall be recorded separately from vacation. An employee may elect at the time of conversion to convert to vacation or personal allowance credits. Personal allowance credits are not subject to the two hundred forty (240) hour maximum limit on vacation usage, and all personal allowance credits must be used during the calendar year in which earned or the succeeding calendar year. Scheduling of conversion personal allowance credits shall be by the Director of Police or Division Superintendent subject to the efficient operation of the Police Department.
- I. Sick leave may also be converted to cash per the following incentive plan:
 - 1. The review period for each incentive will be from January 1 through December 31 of each calendar year.
 - 2. During this annual period, an employee will be allowed to use up to forty (40) hours of sick leave and still participate in the sick leave incentive plan.
 - 3. The forty (40) hours is a hard cap and cannot be extended due to FMLA designated leave.

4. If an employee qualifies for the sick leave incentive, the employee will be allowed to receive cash at their currently hourly rate of pay, in lieu of the normal sick leave to vacation conversion on January of each year.
5. The cash incentive shall be administrated as follows:
 - a) An employee who has more than two hundred forty (240) sick leave hourly credits may convert up to one hundred twenty (120) of those credits to cash on the basis of three (3) sick leave hourly credits for one (1) hour of regular pay.
 - b) If an employee has in excess of seven hundred twenty (720) sick leave hourly credits, he/she may convert up to eighty (80) sick leave hourly credits to cash on the basis of two (2) sick leave hourly credits for one (1) hour of regular pay.
 - c) Those employees having in excess of one thousand (1000) sick leave hourly credits must convert those credits in excess of one thousand (1000) hourly credits at a rate of two (2) hours of sick leave credits to one (1) hour of regular pay. In no case will more than one thousand (1000) sick leave hourly credits, after conversion, be recognized. In no instance shall any employee be credited with more than one thousand one hundred twenty (1120) sick leave hourly credits.
6. Conversions shall be made based upon the number of sick leave hourly credits earned as of January 1, of each year.
7. Conversion shall be made during the first two (2) weeks of January of each year and paid in the first pay period of February of each year.

Section 8. Reconversion of Vacation Credits to Sick Leave

An employee may reconvert vacation credits to sick leave credits at any time during the calendar year in which conversion occurred with the approval of the Division Superintendent, provided the amount of sick leave originally converted is not exceeded and provided further the sick leave maximum of one thousand one hundred twenty (1,120) hours is not exceeded. Such reconversion shall not be unreasonably denied.

Section 9. Transfer Credits

Upon transfer from one Division or Department to another, unused sick leave hourly credits shall continue to be available for the transferred employee's use.

Section 10. False Claim

Management reserves the right to withhold benefit payment or take disciplinary action up to and including discharge against any employee who is guilty of submitting a false claim for benefits covered in this Article or for working for another employer and/or self employment while on sick leave and is physically capable of performing in his/her assigned classification or is capable and assigned to a light duty position.

Section 11. Return to Work from Illness or Injury

When an employee returns to work from an illness, pregnancy, or injury for which he/she received treatment from a physician, the employee may return to work when the attending physician certifies in writing the employee's ability to return to full duty. Such certification must be presented to the employee's immediate supervisor for review.

Section 12. Sick Leave Policy

The sick leave provisions in the current Personnel Policies and Procedures that are not expressly covered in this Article shall remain in full force and effect for the duration of this Agreement.

In the event, however, the City of Dayton improves any sick leave policies or procedures with respect to any other bargaining unit of City employees, it is agreed that the Lodge can reopen for negotiation this Article by the giving of a sixty (60) day notice to Management.

Service of the written notice to negotiate pursuant to the provisions of this Section shall invoke the dispute settlement procedures set forth in Chapter 4117.14 of the Ohio Revised Code.

Section 13. Donation of Sick Leave Credit

Officers will be allowed to contribute twenty-four (24) hours of sick leave credits to the City sick leave donation bank. There will be two (2) representatives from the public safety forces, one of whom will be from the Lodge. The representatives will be on the governing committee.

ARTICLE 8

INJURY LEAVE

Section 1. Service Connected Injury

In the event of service connected occupational illness or injury incurred in the course of and arising out of employment with the City of Dayton, leave of absence with normal pay will be granted by the City Manager for up to ninety (90) calendar days.

The Director of Police may approve injury leave benefits on a conditional basis for a period not to exceed thirty (30) calendar days for the initial injury leave usage for an injury, provided the employee has submitted an Injury Investigation Report, a fully completed Medical Certification form signed by his/her Doctor, and a Release of Medical Information form that enables management to obtain medical records from all medical facilities and professionals who treated the employee for the injury.

If a conditionally approved injury leave claim is subsequently denied by the City Manager, the employee will be required to cover the absence by using sick leave, vacation, or compensatory time. Repayment to the City of Dayton for any injury leave pay received, not offset by paid leave, shall be made within sixty (60) days following a final determination pursuant to the procedures set forth in this Section upholding the denial of injury leave.

Injury leave may be denied where there is evidence of serious breach of discipline on the part of the injured employee after the Injury Leave Review Board has considered the circumstances and recommends denial of the request for injury leave to the City Manager. An employee will be notified in writing by Management if his/her request is denied and the reasons therefore.

Any denial of injury leave is subject to the Grievance Arbitration Procedure upon submission of the grievance by the Lodge at Step 5 (Arbitration). The length of injury leave shall be based upon the advice of the attending physician and the City Doctor.

In the event of a dispute as to the length of leave authorized herein, Management and the Lodge shall mutually agree on a disinterested physician to make the final determination which shall be binding on both parties. The cost of the disinterested physician shall be charged equally between Management and Lodge. Further leave will be granted with the approval of the City Manager as set forth herein.

The City Manager's approval of injury leave in excess of ninety (90) calendar days shall be based upon the medical recommendation provided for above and the recommendation of the Injury Leave Review Board. The Board shall meet as necessary and will be composed of equal representation between the Lodge and Management not to exceed a total of four (4) members.

The Board shall consider the extent and nature of the injury based on available medical records, employment record and history of the employee, prospects for disability retirement and such factors as it deems relevant to the claim. The Board shall recommend to the City Manager whether an employee who suffers an injury or illness which is not service connected may be placed in a restricted duty assignment.

Section 2. Worker's Compensation

At the expiration of the injury leave granted, if the employee is still unable to return to work, the employee shall avail himself or herself of the accumulated sick leave provisions. If the employee is still unable to work, payment of normal wages or salary will be stopped, and the Industrial Commission may begin weekly payments under the provisions of the Workers' Compensation Act.

Section 3. Reinstatement

An employee absent from work because of any service connected occupational illness or injury as determined by the Industrial Commission shall be entitled to reinstatement at the grade and step of pay received immediately prior to the date of such illness or injury, upon approval of his/her application to return to work.

Such application will be made within one (1) year following the date of the exhaustion of his/her injury leave and sick leave. This period may be extended with the approval of Management and upon the advice of the City Doctor and/or other competent medical authority. Any employee who returns from disability retirement shall be granted his/her previously held seniority minus the time off on disability retirement.

Section 4. False Claim

Management reserves the right to withhold benefit payments or take disciplinary action, up to and including discharge, against any employee who is guilty of submitting a false claim for benefits covered in this Article or for working for another employer while on injury leave and is physically capable of performing in his/her assigned classification.

ARTICLE 9

MILITARY LEAVE

Section 1. Physical Examination

An employee shall be granted permission to be absent from work in order to receive his/her physical examination for compulsory military service in the Armed Forces of the United States. The employee shall be entitled to paid leave for that purpose during such absence, for a period not to exceed three (3) days. Employees wishing to enlist shall be permitted to take one (1) enlistment physical and shall receive no more than one (1) day leave for that physical. Management may require written evidence of the number of necessary days of absence.

Section 2. Short Term Military Leave

- A. This leave is granted in accordance with local ordinance, federal and Ohio State Law where these laws provide a greater benefit than that which is provided pursuant to this Article.
- B. Employees who are members of the Ohio organized militia, or members of other reserve components of the armed forces of the United States, including the Ohio national guard, are entitled to a military leave of absence without loss of pay for the time they are performing service in the uniformed services for a period of up to two hundred twenty-four (224) hours within any calendar year.
- C. To qualify for the benefits provided, the employee must show his/her field order to his/her supervisor prior to reporting for training or duty.
- D. In order for the employee to receive his/her pay, the employee must complete a Military Leave Affidavit. The affidavit will be submitted to the Employee Relations Division in triplicate.
- E. For the purpose of computing vacation or sick leave, Short-Term Military Leave will count as full service with the City of Dayton.

Section 3. Extended Military Leave

- A. This leave is granted in accordance with local ordinance, federal and Ohio State Law where these laws provide a greater benefit than that which is provided pursuant to this Article.
- B. Extended Military Leave is given to those employees who are called or ordered to the uniformed services for longer than two hundred twenty-four (224) hours, for each calendar year in which the employee performed service in the uniformed services, because of an executive order issued by the president of the United States or an act of congress. During the military service period designated in the executive order or act of congress, an employee is entitled to a leave of absence and to be paid during the monthly pay period of that leave or absence, the lesser of the following:
 - 1. The difference between the employee's gross monthly wage or salary with the City of Dayton and the sum of the employee's gross uniformed pay and allowances received that month; or,
 - 2. Five (\$500.00) hundred dollars.
- C. No city employee shall receive payments while on Extended Military Leave if the sum of the employee's gross uniformed pay and allowances received in a pay period exceeds the employee's gross monthly wage or salary with the City of Dayton.
- D. Employees on Extended Military Leave will receive retirement credit for time spent in military service.
- E. Replacement for employees leaving on Extended Military Leave will be hired with permanent status, but are subject to layoff when the employee on leave returns.
- F. When an employee who has been on Extended Military Leave returns, he/she will receive any wage adjustments and step increases that would be due as though he/she had been actively on the payroll.
- G. Vacation and sick leave do not accumulate during Extended Military Leave.
- H. In order to receive the pay, the employee must complete a Military Leave Affidavit. The Military Leave Affidavit shall include a copy of the executive order issued by the president of the United States or an act of congress

authorizing the call or order to the uniformed services. The affidavit will be submitted to the Employee Relations Division in triplicate.

Section 4. Employment Severance

- A. An employee who leaves the City of Dayton for military service and makes application for re-employment within ninety (90) days after he/she is released from military duty or from hospitalization continuing after discharge for a period of not more than one (1) year, and is physically qualified to perform the duties of such position, shall be restored to such position if it exists and is not held by a person with greater seniority or to a position of like seniority, status and pay.
- B. If he/she is not qualified to perform the duties of such position by reason of disability sustained during such service, he/she shall be placed in such other position, the duties of which he/she is qualified to perform, as would provide him/her like seniority, status, and pay, or the nearest approximation thereof consistent with the circumstances of his/her case.
- C. When an employee is entitled to be restored to a position in accordance with this Section, and the Civil Service Board finds that it is not feasible for the employee to be restored to the Police Department, the Civil Service Board shall determine whether or not, in any other Department or agency of the City of Dayton, there is a position for which such person is qualified and which is either vacant or held by an employee having a temporary appointment. In any case, when the Civil Service Board determines that there is such a position, such person shall be restored to that position.

ARTICLE 10

SPECIAL LEAVE / DUTY STATUS

Section 1. Funeral Leave

Paid leave to attend the funeral or memorial service of a member of the immediate family shall be granted by the Director of Police for three (3) days. Proof of death and relationship of the deceased may be requested.

- A. The immediate family is defined as: spouse, parent, current parent-in-law, step-parent, child, step-child, brother, sister, grandparent, current grandparent-in-law, grandchild, half-brother, half-sister, step-brother, step-sister and current brother-in-law or current sister-in-law (spouse's sibling or sibling's spouse). Other relatives living in the same household shall be considered as immediate family. In the event of multiple deaths (i.e. traffic accidents) each death shall count as a separate occurrence.
- B. Upon approval of the Director of Police, funeral leave in excess of three (3) days may be charged to the accrued sick leave or vacation balance or will be charged as leave without pay.

Section 2. Special Leave without Pay

Leave without pay for personal reasons may be granted by the City Manager or his/her designee upon request for periods not in excess of ninety (90) calendar days. Employees absent due to illness, pregnancy or other physical incapacity, may be granted such leave after sick leave has expired, provided however, that employees shall have the option of using their vacation time and compensatory time after their sick leave has expired before being placed on leave of absence without pay.

Section 3. Restricted Duty

An employee who is absent from duty due to an illness or injury of a temporary nature that prevents him/her from performing his/her normal police duties may be returned to work to perform restricted duty for a temporary period of time. Restricted duty is any job, work assignment, or duty within the Police Department that an employee, unable to perform his/her regular assignment, is capable of performing. Restricted duty assignments are made solely at the discretion of the Director of Police.

An employee's work restrictions will be based upon the advice of the attending physician and the City Doctor. In the event of a dispute as to the employee's ability to perform restricted duty on a temporary basis, Management and the Lodge will mutually agree on a disinterested physician to make the final determination as to the employee's limitations and ability to perform restricted duty. While on restricted duty an employee will earn his/her regular hourly rate of pay.

Section 4. Failure to Report; Voluntary Resignation

Any employee who fails to report to work for three (3) consecutive days and does not properly notify Management at the beginning of his/her starting time on the third day will be considered as having voluntarily resigned his/her position, unless it is proven by the employee that notification was beyond his/her control.

Section 5. Layoff

Layoffs shall be made in accordance with Civil Service Rules and Regulations in effect on the date of execution of this Agreement.

Section 6. Jury Duty

An employee required to serve on a jury during his/her work shift, before a court empowered by law to require such service, shall be excused from duty for the time required for such service and shall be paid his/her regular hourly rate (any check for jury duty fee will be signed to the City if jury duty is on a regular work day), provided he/she notifies his/her Division Manager five (5) days prior to such jury service date if possible. An employee who is on paid leave is entitled to keep the jury pay. An employee performing jury service will call their Division Manager and/or Director on a daily basis to report their service requirements and/or potential release status. If an employee who is notified of potential jury service is not needed on that date, then the employee will report to work. Additionally, if an employee is called to jury service and is released by the Court prior to 12 p.m., then the employee will immediately report to work.

ARTICLE 11

DISCIPLINE AND DUE PROCESS

Section 1. Investigations By Management

- A. Management may conduct investigations of alleged misconduct by an employee and require a member of the bargaining unit to submit written reports relative to the investigation, either by general or specific order.

If any report shows or tends to show that the employee submitting the report has committed a crime, the use of such report will be subject to the following:

1. The report may not be voluntarily made available by Management for use at any stage (grand jury or trial) in any criminal proceeding against the employee.
 2. The report may be used by Management in taking action and in defending such action with respect to discharge or discipline of the employee.
 3. Failure by an employee to complete the report may result in disciplinary action.
- B. An employee who is under criminal investigation shall be informed that the investigation is criminal in nature, as opposed to administrative, and afforded the applicable Constitutional considerations guaranteed by law.
- C. An on-the-spot interview during or practically contemporaneous to the event in question shall not be restricted by issues of 24-hours notice, representation, or issuance of notice of representation as provided under Section 3.A.

Contemporaneous shall be defined as beginning within three (3) hours of the incident or within one (1) hour of the end of any on-scene criminal investigation.

- D. In the interest of fair and expeditious corrective action, an employee who has allegedly committed a violation of a minor nature relating to his/her performance may be interviewed by Management prior to orally correcting and retraining said employee and is not subject to the provisions under Section 3.A.

Section 2. Definitions

- A. **Representative:** Under the terms of this Article, a representative shall mean an attorney-at-law or a member of the bargaining unit certified by the Lodge as a grievance representative.
- B. **Interview:** An interview, whether scheduled or not scheduled, is an inquiry by Management with an employee it suspects of misconduct. Management shall afford the employee not less than 24-hours notice prior to the interview and formal notice of the right to representation.

The only exceptions to this provision are outlined in Sections 1.C and 1.D.

- C. **Hearing:** A hearing is a meeting between an employee and supervision at a prescribed time and place to determine whether or not he/she has committed an infraction and, if so, the appropriate disciplinary action of record (Oral Reprimand, Written Reprimand, Suspension, Demotion or Dismissal).

An employee who receives Formal Charges and Specifications of misconduct which may result in Suspension, Demotion, or Dismissal must be given the opportunity for a hearing before the Director of Police, or his/her designee, before disciplinary action is taken unless the employee waives this right to a hearing. This hearing before the Director of Police is known as the Departmental Hearing.

Section 3. Employee Rights

- A. When an employee, suspected of misconduct, is interviewed as part of an administrative investigation or is scheduled for a hearing:
 - 1. The employee shall be advised of the allegation(s) or the subject of the investigation either verbally when formally notified, or if not verbally notified, the employee may request such information by special report to his/her Division Superintendent.

In the event that a special report request is necessary, no hearing or interview shall be conducted until the information is provided in writing. Advisement shall be in writing when formally notified of an Internal Affairs interview.

- 2. Notification of not less than 24-hours shall be given to the employee;

3. The employee shall receive formal notice of the right to be represented by a grievance representative or attorney-at-law;
 4. If the interview/hearing is to be tape recorded, the employee shall be apprised.
- B. The employee has the right to waive 24-hours notice and representation. Management shall reserve the right to prohibit from an interview or hearing a representative who has been or will be questioned in connection with the case at hand.
 - C. Employees shall be afforded the right to Discovery subject to Section 6.
 - D. Management shall afford an employee the opportunity to offer mitigation before disciplinary action is taken in all circumstances, including when no subsequent hearing is available to the employee. The mitigating circumstances are to be included in the investigation report or formal written findings.
 - E. As a courtesy, employees will be notified in writing of the disposition of an internal affairs investigation within thirty (30) days of the conclusion of said investigation and/or the disciplinary process. A failure to provide this notification shall not be cause to rescind any discipline, nor shall the failure to provide this notification be subject to the grievance and arbitration process.

Section 4. Disciplinary Action/Progression

- A. An Oral Reprimand or Written Reprimand is an official action of record and shall be noted as such by a supervisor. Such Reprimands may be used in subsequent progression of discipline.
- B. After two (2) years from the date of issue, an Oral Reprimand or Written Reprimand shall be removed from the employee's file upon request of the employee and shall not be considered in subsequent determinations of discipline, except where the Reprimand serves as the basis for progressive discipline for which a Suspension has been issued for the same or similar offense.
- C. The principles of progressive disciplinary action will be followed with respect to chargeable minor offenses such as, but not necessarily limited to, tardiness and excessive absenteeism. The progression, where appropriate, will at least include an Oral Reprimand, a Written Reprimand, and a Suspension for the same or related offense prior to Dismissal.

- D. After three (3) years from the date of suspension, a suspension of five (5) days or less shall not be considered in subsequent disciplinary actions and the Charges and Findings shall be removed from an employee's personnel files (Police Department, Law Department, Human Resources and Civil Service) at his/her written request to Human Resources. After four (4) years from the date of suspension, a suspension greater than five (5) days shall not be considered in subsequent disciplinary actions and the Charges and Findings shall be removed from an employee's personnel file at his/her written request to Human Resources.

If there is litigation, records shall be removed from the personnel files of the above name departments two years after final resolution.

- E. Unsubstantiated or unproven allegations of misconduct made against an employee and appearing in the files of Internal Affairs shall not be used in any disciplinary action nor be voluntarily shared outside the Police Department and shall be retained no longer than the period of time established pursuant to Chapter 149 of the Ohio Revised Code.

Section 5. Formal Charges and Specifications

A formal charge of misconduct shall be in written form stating the alleged violations against an employee. When an employee is charged with misconduct which may result in Suspension, Demotion or Dismissal, within a reasonable time, prior to the Departmental Hearing, he/she shall be given a copy of written and signed Charges stating the Charges and Specifications and advising him/her of the right to be represented at the Departmental Hearing. Findings will be issued to the employee after the Departmental Hearing.

A copy of the Charges and notices of the Suspension, Demotion or Dismissal shall be sent to the President. Reasonable efforts will be made to notify the Chairman of all Show Cause Hearings. Such efforts or notification shall be made prior to said hearing.

Section 6. Discovery

Departmental Hearings for Formal Charges and Specifications shall be scheduled to allow reasonable time for Discovery. The Formal Charges and Specifications will be accompanied by a Request for Discovery Form. A request for Discovery shall be made in writing after the Formal Charges and Specifications have been issued but no less than five (5) work days before the Departmental Hearing. A Discovery request can be made by

either Management or the Lodge. Discovery shall be provided in a timely manner prior to the Departmental Hearing and entitles either party to the following information:

- A. The names of all known individuals who witnessed the incident(s) giving rise to the Departmental Charges and who do not request to remain anonymous.
- B. Copies of all reports, transcripts of interviews, written statements, recordings, photographs and any other documentary evidence regarding the incident(s) giving rise to the Departmental Charges. Supervisory findings and recommendations shall not be subject to Discovery unless Management intends to introduce such report at a Departmental Hearing. Supervisory investigative reports shall be subject to Discovery. The testimony of anonymous witnesses shall not be presented at the Departmental Hearing.
- C. Either party also has the right to inspect any physical evidence or reproductions thereof regarding the incident(s) giving rise to the Departmental Charges.

Discovery rights extend to Management or the employee's representative. Should any new evidence develop during the hearing, a continuance shall be granted if requested by either party.

Section 7. Disciplinary Time Limits

Once an employee is officially notified by the Police Department of an investigation against him/her, the Police Department will have four hundred eighty (480) work hours to serve Formal Charges or initiate disciplinary action.

Once Formal Charges have been served, Management shall have two hundred eighty (280) work hours to hold a Departmental Hearing and issue the Findings to the employee. Work hours mean hours the employee is actually at work, excluding overtime work.

If the time limit expires and Formal Charges are not filed, or no disciplinary action is imposed, or, the employee has not had a Departmental Hearing, no disciplinary action will be taken.

Time limits can be extended by mutual agreement of the Lodge and Management. If criminal charges have been filed against an employee, the time limit will not be in effect until all criminal proceedings are complete.

Section 8. Suspension From Duty

If an employee is criminally charged and/or indicted based upon alleged conduct of the employee that arose out of the performance of his/her official duties, and/or the exercise of the authority granted the employee under law, and the alleged conduct is such that it would not impair the employee's ability to perform an assignment within the Police Department, then the employee may be assigned to an appropriate position pending the outcome of any criminal proceedings.

In the event the employee is Conditionally Suspended as the result of an indictment or criminal charge, the employee shall continue to participate in all insurance benefits and may draw upon all accrued vacation and earned compensatory time during the pendency of the case.

Any employee relieved from duty pending a hearing on minor Departmental Charges will continue to receive pay if capable of performing duty.

All disciplinary suspensions served on employees will be recorded by the number of hours suspended, not by "days". In the event that discipline is rendered against an employee and results in Suspension of eighty (80) or less hours, the employee shall have the option of forfeiting up to eighty (80) hours of vacation in a twelve (12) month period. If the employee chooses to forfeit vacation, the forfeiture shall be one hour of vacation for each hour of the Suspension. The forfeiture of vacation will constitute discipline of record, shall be accordingly noted in the employees personnel file, and shall constitute the final resolution of the Departmental Charges. No loss of seniority shall occur should the employee choose this option.

Section 9. Use of Polygraph

Whenever Management administers a polygraph examination as part of a disciplinary investigation, Management must require the complainant to sign an affidavit and complete a polygraph test before the employee is required to take the polygraph examination. Such affidavit shall be delivered to Internal Affairs. An employee may receive a copy of a sworn affidavit upon written request prior to taking the polygraph examination as required by Management. In the case where there is no complainant, Management may request an employee to take a polygraph test when there is cause to believe the employee has committed a criminal violation.

Section 10. Personnel Files

An employee shall be allowed to review the content of his/her personnel files at all reasonable times upon written request. Any unsubstantiated allegations of misconduct shall not be contained in the employee's personnel files. A memorandum explaining any document in his/her files may be added by the respective employee.

If a request is made to inspect and/or copy records within an employee's personnel files by an outside source, Management shall provide written notification to the employee of the request as soon as practicable.

Employee personnel files include Police Department, Human Resources, Law Department and Civil Service files.

Any written request made by an employee for the purging of his/her personnel files will be signed by the Supervisor overseeing or completing the task and routed back to the employee once all files have been purged.

Section 11. Performance Evaluations

Signature of employees shall be required on performance evaluations, and such signing will only mean the employee has read the evaluation. No subsequent evaluation comments may be made on record copies once signed by the employee.

If an employee is not satisfied with his/her performance evaluation rating, he/she may schedule a meeting with his/her supervisor's superior to discuss the rating.

If the results of this meeting are not acceptable to the employee, he/she must document his/her rationale, for appeal, in a Special Report directed to his/her Superintendent, the Deputy Director, or Director of Police, as dictated by the Table of Organization.

If the above options do not result in an outcome acceptable to the employee, the appeal is subject to the Grievance Procedure, but is not subject to Arbitration.

Performance evaluations shall not be conducted in an arbitrary and/or a capricious manner.

Section 12. Training Memorandum

A Training Memo (which is not considered discipline) shall be removed after two (2) years from the date of issue.

Section 13. Appeal of Discipline

In the event that an employee believes any Reprimand (not including Suspension, Demotion or Discharge) is without just cause, such Reprimand may be subject to the Grievance Procedure herein. However, an oral or written reprimand may not be appealed to arbitration under Article 12, Section 6, herein.

In the event that an employee believes any Suspension, Demotion or Discharge is without just cause, such action may be subject to the Grievance Arbitration Procedure or an appeal to the Civil Service Board, at the employee's option.

In addition to Discovery rights in Section 6, Discovery rights will also be afforded to employees who appeal a Reprimand through the Grievance Procedure.

ARTICLE 12

GRIEVANCE PROCEDURE

Section 1. Purpose and Definition

There shall be an earnest, honest effort to settle disputes and controversies promptly. The procedures of this Article shall serve as a means of settlement of all grievances. A grievance is a complaint that Management has violated this Agreement, but does not include any complaint subject to appeal to the Civil Service Board.

In furthering the interest of fair and open resolution of disputes or controversies, if the grievant identifies a supervisor and requests the presence of the supervisor, Management will make a good faith effort to notify the supervisor of the Step 4 hearing. The good faith effort does not require a subpoena or order compelling the attendance of the supervisor.

Section 2. Informal Meeting

An employee or group of employees shall have the right at any time to present problems informally to their immediate supervisor and have such grievance adjusted without intervention of the grievance representative, provided that adjustment is not inconsistent with the terms of the Agreement, and further that the grievance representative has been given the opportunity to be present at such adjustment.

If no satisfactory adjustment is reached, the grievance may be put in writing and given to the immediate supervisor in accordance with the time limits specified in Section 4. The grievant may, with the approval of his/her supervisor, request waiver of any steps in order to reach the level of management necessary to have authority to resolve the grievance.

Section 3. Grievance Filing

The grieved employee, or group of employees, shall reduce their grievance in writing on forms supplied by the Lodge. In the event any step of the Grievance Procedure does not have the designated supervision in the line of supervisory authority, the grievance may be submitted to the higher appropriate step.

A grievant and appropriate witnesses shall be entitled to be present at any step of the Grievance or Arbitration Procedure and shall not lose pay as a result of necessary attendance at a meeting during scheduled work hours. If more than one (1) grievant is involved at any meeting, one (1) of their members shall be elected as spokesperson.

The grievance shall be prepared in copies by the grievant or representative and given to the supervisor under the first applicable step. The supervisor shall make distribution of said copies as follows:

Retain one (1) copy and deliver:

- One (1) copy to the Commander [Bureau/District File]
- One (1) copy to the Superintendent [Division File]
- One (1) copy to the Department Advocate [Director's File]
- One (1) copy to HR [City File]
- Original shall be given to the employee or representative.

Section 4. Time Limits

Time limits imposed in this Article will be strictly adhered to by both Management and the Lodge.

If Management fails to answer a grievance within the prescribed time limits, the grievance will be heard at the next level of the Grievance Procedure, not including the Arbitration Procedure at Step 5, provided such resolution does not set a precedent on the issue in question and the supervisor has authority to resolve the issue.

If the Lodge fails to file an appeal to the next step of the procedure in the prescribed time limits, the grievance shall be considered resolved. The grievant's fourteen (14) calendar day time limit for filing a grievance, begins at the time of the occurrence complained of, or after such occurrence becomes known by the grievant(s). At no time will a grievance be filed more than thirty (30) days after the occurrence.

When served with a grievance, the Supervisor at Step 1 will reply, electronically, within fourteen (14) calendar days from the date of filing to the grievant and the grievance response list which will be created by the Lodge. After receipt of the Supervisor's reply, the grievance representative has fourteen (14) calendar days to refer the grievance to the next step.

At each subsequent step a Grievance Hearing is held within fourteen (14) calendar days from the date of filing and Management must, within fourteen (14) calendar days from the date of the hearing, reply electronically to the grievant and the grievance response list

which will be created by the Lodge. If the grievance is to be appealed to the next step, the Lodge has fourteen (14) calendar days after receiving the answer to the grievance.

The time limits imposed in this Article may be extended at any Step by mutual agreement of the parties in that Step but must be duly noted and signed or initialed on the Grievance Form by both parties.

Section 5. Grievance Steps

The time limit for filing either individual, or class grievances shall be as specified in Section 4. If a class grievance is filed by a group of employees, a member of the Lodge and a grievance representative shall be appointed to represent them during the steps of the Grievance Procedure. The grievance must be presented personally to the Supervisor affected by the grievant or Lodge representative.

Only the President or a designate, but in no instance the grievant, may appeal to the Superintendent's level or higher. The President must present the grievance personally to the Superintendent or to the Director of Police or their designates.

At the Director's level, both the Lodge and Management may have representatives of their choice at such meetings. The HR Director or his/her representative shall participate in the meetings.

The steps for the Grievance Procedure are as follows:

<u>Officers</u>	<u>Sergeants</u>	<u>Lieutenants</u>
Step 1 Immediate Supervisor	<i>Not Applicable</i>	<i>Not Applicable</i>
Step 2 District/Bureau Commander	Immediate Supervisor	<i>Not Applicable</i>
Step 3 Superintendent	Superintendent	Immediate Supervisor
Step 4 Director of Police	Director of Police	Director of Police
Step 5 Arbitration	Arbitration	Arbitration

Section 6. Arbitration

If the Lodge wishes to pursue the grievance through Arbitration, the President has fourteen (14) calendar days from the date of the Director's reply to notify the HR Director of intent to file under the Arbitration Procedure.

Within ten (10) work days after receipt by the HR Director of the written notice of intent to file under the Arbitration Procedure, the HR Director or his/her authorized representative

and not more than two (2) other representatives of management, and the President or his/her authorized representative and not more than two (2) other representatives of the Lodge, shall meet for the purpose of attempting to resolve the dispute and/or selecting an impartial arbitrator.

If no agreement is reached at this meeting, a letter notifying the arbitrator from the parties' permanent panel of arbitrators will be sent. The Union and the City will obtain appointment from the following panel: Langdon Bell, Phyllis Florman, Sandra Mendel Furman, Mitchell Goldberg, and Frank Keenan. The arbitrator shall be chosen by following the list in alphabetical order. If for any reason, an arbitrator on this panel can no longer serve in this capacity, or if the parties mutually agree to remove an arbitrator from the panel, the parties agree to meet to choose a replacement. A date for Arbitration shall be set as soon as possible in accordance with the wishes of Management, the Lodge and the availability of the arbitrator.

Upon the request of either party, the parties shall exchange a list of witnesses and expected testimony, and a list of exhibits expected to be used at the arbitration at least two (2) business days prior to the arbitration hearing. This will not restrict the parties' ability to use rebuttal witnesses or exhibits.

The arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement. The decision rendered by the arbitrator shall be final and binding upon the Lodge, Management, the grievant and all the employees covered by this Agreement.

Each party hereto shall pay the expenses incurred in the presentation of its own case. The expenses incident to the services of the arbitrator shall be shared equally by Management and the Lodge. Only the Lodge, through the President, may authorize an appeal to Arbitration, and its decision, based on the facts presented, shall be binding on the employees covered by this Agreement. Upon request, the Lodge will furnish Management appropriate certification that the appeal has been duly authorized.

Time limits for Arbitration shall be computed from the time stamp marked in the HR Department.

ARTICLE 13

PROMOTIONAL PROCEDURE

Section 1. Test Development and Administration

Management understands the Lodge and the Civil Service Board have an agreement as to the development and administration of promotional examinations for members during the term of this Agreement. Management and Lodge support and agree to the goal of the development of content valid objective, job-related promotional examinations which are fair and provide all members an equal promotional opportunity, with recognition for service years and educational accomplishments, and further commit their best efforts to assure this end.

This development of test administration policies and procedures shall be discussed in advance of any promotional examination by a joint committee comprised of two members appointed by the Civil Service Board, two members designated by the Executive Board of the Lodge and one member of Management.

The Civil Service Secretary and Chief-Examiner will notify the President whenever a promotional examination has been authorized so that committee members who are not taking the test can be appointed. The joint committee will meet as is necessary. At no time will any individual not designated by the Civil Service Secretary and Chief-Examiner receive test materials, questions, content or answers until all tests have been completed by the candidates and the tests have been scored.

Prior to the administration of the tests, any information exchanged or discussed by the committee that may compromise the integrity of the promotional process as it relates to test format, test question security and test question content shall not be disclosed to the Lodge bargaining members.

After all examinations have been administered to the candidates and graded, but before the posting of grades and the certification of the eligible list, the Civil Service Secretary and Chief-Examiner will establish a reasonable examination review period.

During this specified period, candidates will be permitted to review the incorrect answers and corresponding question on their submitted and scored multiple choice tests.

The candidates will be permitted to challenge examination answers for the multiple choice test. The Civil Service Secretary and Chief-Examiner will respond to all challenges prior to the posting of grades and the certification of the eligible list.

The Lodge's committee members will meet with the remainder of the joint committee within three (3) days after the candidates' exam review period but prior to the promulgation and posting of the eligible list to discuss and review the administration of any tests.

Section 2. Promotional Criteria

All ranks within the Police Department, with the exception of the Director, Deputy Director and Superintendent (Majors) positions, shall be classified. All promotions to classified positions shall come from within the Police Department. All promotional vacancies shall be filled from eligible lists established by fair and objective promotional examinations. Promotions shall occur in the following order: Police Officer to Sergeant, Sergeant to Lieutenant.

To be certified for the Sergeant's promotional examination, the applicant must have at least five (5) years of consecutive accredited service in the Dayton Police Department as of the date of the initial examination. An exception for the consecutive years of accredited service would be granted if an applicant voluntarily left employment or took leave without pay for not more than one (1) year, however, the employee must still have at least five (5) years of credited service. An applicant must have at least two (2) years of consecutive accredited service in the next lower supervisor grade immediately prior to the examination date for each successive rank.

Promotional eligible lists shall be promulgated for two (2) years from the certification date of the eligible list. A new certified eligible list will be available within two (2) months of the "expiration" of the old eligible list, or within six (6) months of the exhaustion of an eligible list unless an extension is mutually agreed upon by the Civil Service Board and the Lodge. Approval of an extension request will not be unreasonably denied. Civil Service will maintain a standing list of study materials but will announce any revisions to the list one hundred eighty (180) days prior to the expiration of the existing list; however, the examination announcement shall provide the list of study materials. In the case of exhaustion of the eligible list, the study materials shall remain the same as the previous test unless revisions are agreed upon by Management and the Lodge. There will be at least four (4) weeks of study preparation prior to the written examination. An eligible list shall be posted within three (3) weeks from the date of the last examination phase.

Section 3. Examination and Scoring Procedures

The Civil Service Board will use a standard percentage grading system, based on a 100-point scale, for determining the total score of a candidate. The test will be a multiple-

choice closed book examination worth one hundred (100) percentage points. The names of the candidates whose overall score is below seventy percent (70%) will neither appear on the certified promotional list nor will the candidate be eligible for promotion. The overall score will consist of the candidate's percentage test score plus the service and education credit points. The maximum number of percentage points a candidate could receive would be 110. This would be possible if the candidate scores a one hundred percent (100%) on the written test and receives the maximum of ten (10) percentage points for educational and service credit.

Educational points shall be credited toward exam scores. The candidate will receive one (1) additional percentage point for an Associate's degree from an accredited college or university, three (3) additional percentage points for a Bachelor's degree from an accredited college or university, or five (5) percentage points for a Post Graduate degree from an accredited college or university. Education points will be credited for the highest degree only. Education points are not cumulative. The employee must provide documentation of education to the Director of Police or his designee by the date of examination in order to receive education credit points. Accredited college or university means any college or university that is specifically accredited by the Council for Higher Education Accreditation. *See attached scoring chart.*

Service points shall be credited toward exam scores and shall be awarded as follows:

On promotional exams for the rank of Sergeant, one percentage (1%) point for each year of consecutive accredited service in the Police Department, beginning at year three (3), up to a maximum of eight percentage (8%) points, ten (10) year's service;

On promotional exams for ranks above Sergeant, one percentage (1%) point for each year of consecutive accredited service in the Police Department in a supervisory grade, beginning at year two (2), up to a maximum of eight percentage (8%) point, nine (9) years supervisory experience. *See attached scoring chart.*

In no event will combined service and education credit exceed eight (8) total points, unless a Bachelor's degree (nine (9) points maximum) or Post Graduate degree (ten (10) points maximum) has been earned. *See attached scoring chart.*

In the event of a tie, the tie will be broken by seniority as defined in the seniority section of this Agreement.

Section 4. Dispute Resolution

In the event the Lodge concludes that the promotional examinations, in whole, part, or in modification, are in conflict with any criteria enumerated in this Article and/or violate generally accepted professional testing standards, the Lodge, through the President, may

file for an Arbitration Hearing alleging specific breach (es) of the promotional process and remedial action sought.

The Arbitration filing must be within seven (7) work days of either the time of occurrence or the time when the occurrence becomes known. The filing or processing of the Arbitration shall not preclude the Civil Service Board from proceeding with test construction or administration work that is not affected by or related to the alleged violation.

The President's request for Arbitration shall be immediately expedited to a hearing within ten (10) work days after the Employee Relations Manager's receipt of the written notice of the intent to file under the Arbitration Procedure, or as soon thereafter as practicable by mutual agreement.

The arbitrator shall be chosen by Management and the Lodge within five (5) days of the filing. If the parties do not agree on an arbitrator, the American Arbitration Association (AAA) will be requested to appoint one expeditiously without further input by the parties. The arbitrator's award shall be issued no later than ten (10) work days following the hearing date. Unless specified otherwise herein this Article, the provisions for Arbitration and missed time limits will be pursuant to Article 12 of this Agreement.

Section 5. Definitions

For purposes of this Article, the following applies:

Expiration - When the two (2) year certification and/or extension date concludes and candidate name(s) still remain on the eligible list.

Exhaustion - When all candidates for a promulgated eligible list have been either appointed or removed by process of Civil Service Rules and regulations, PRIOR to the two (2) year certification period and/or extension of said eligible list.

SENIORITY and EDUCATION CHART

10% of Total Score

Table for Examinations for Rank of Sergeant

Educational Level displayed by level of Degree Earned				
POLICE SENIORITY	SERVICE POINTS	ASSOCIATE DEGREE	BACHELOR DEGREE	POST-GRADUATE DEGREE
		1.0	3.0	5.0
2 Years	N/A	N/A	N/A	N/A
3 Years	N/A	N/A	N/A	N/A
4 Years	N/A	N/A	N/A	N/A
5 Years	3.0	4.0	6.0	8.0
6 Years	4.0	5.0	7.0	9.0
7 Years	5.0	6.0	8.0	10.0
8 Years	6.0	7.0	9.0	10.0
9 Years	7.0	8.0	9.0	10.0
10 Years	8.0	8.0	9.0	10.0

Points for time in grade beyond ten (10) years coincides with the schedule for Year Ten (10).

Table for Examinations for Ranks Above Sergeant

Educational Level displayed by level of Degree Earned				
TIME IN GRADE	SERVICE POINTS	ASSOCIATE DEGREE	BACHELOR DEGREE	POST-GRADUATE DEGREE
		1.0	3.0	5.0
1 Year	N/A	N/A	N/A	N/A
2 Years	1.0	2.0	4.0	6.0
3 Years	2.0	3.0	5.0	7.0
4 Years	3.0	4.0	6.0	8.0
5 Years	4.0	5.0	7.0	9.0
6 Years	5.0	6.0	8.0	10.0
7 Years	6.0	7.0	9.0	10.0
8 Years	7.0	8.0	9.0	10.0
9 Years	8.0	8.0	9.0	10.0

Points for time in grade beyond nine (9) years coincides with the schedule for Year Nine (9).

ARTICLE 14

JOB OPPORTUNITIES

Section 1. City Job Announcements

Management will request the Civil Service Board provide and post in the Safety Building copies of job opportunity announcements in the classified competitive service.

Section 2. Job Postings/Vacancies

The following procedures shall apply throughout the Police Department for the posting and filling of job vacancies for positions at the rank of sergeant.

- A. Whenever a vacancy occurs in a permanent assignment, other than Administrative Aide, Department Advocate, Professional Standards Bureau supervisor and District squad supervisor, the Director of Police must give notice of the vacancy and have the job posting emailed to all personnel with ten (10) days advance notice. It must also be read at each roll call for four (4) consecutive days.
- B. Applicants must meet the requirements listed when applying for an assignment and must show by a special report how they meet the requirements, or their application will not be considered. An individual assigned to reconstructionist, polygraph, or computer forensics, will not be eligible to be promoted to the rank of sergeant for two (2) years after being placed in the assignment. An individual assigned to the canine handler assignment will not be eligible for such a promotion for five (5) years after being placed in the assignment. This Section shall also apply to any specialized assignments upon mutual agreement of the parties. Nothing herein shall be interpreted to preclude an individual from taking a promotional exam and being placed on the eligible list, however, the employee shall only be promoted pursuant to Civil Service Rule 8, Section 9.
- C. Any employee successfully applying for and obtaining any position under the procedures set forth in this article shall not be permitted to apply for any other vacancy for a period of six (6) months from the date of selection of the employee to fill the vacancy.

- E. Management shall fill the vacancy from the pool of applicants who meet the minimum requirements as long as at least four (4) applicants apply.

ARTICLE 15

DRUG AND ALCOHOL TESTING

Section 1. Policy

For the duration of this Agreement, drug and alcohol testing will be administered in accordance with General Order No. 1.02-2 dated July 2004 (*hereafter referred to as Policy*); however, the Policy may be modified during the term of the Agreement by mutual agreement between the Director of Police and the Lodge.

Section 2. Discipline and Due Process

Confirmed positive drug test results are for administrative purposes only and shall not be used against the employee during any phase of any criminal proceeding. Any employee whose drug test result is confirmed as positive, and who is then charged administratively by Management, will receive due process and be afforded representation as prescribed under Articles 11 and 12.

Any attempt on the part of Management to influence any approved drug testing laboratory, the Medical Review Officer, any employee, officer, official or agent of Management, or any other person, firm or corporation, in an effort to circumvent the provisions of this Section, shall be considered a serious breach of this Agreement and shall allow the Lodge to initiate a grievance at Step 4 within thirty (30) days following the date on which employee or the Lodge first became aware of such conduct.

Section 3. Education

This Policy will be distributed to all present sworn police employees ninety (90) days prior to the initial implementation of these procedures. New hires will be informed of this Policy during their training period.

Section 4. Compensation

The President or his/her designee will receive overtime compensation for off-duty hours spent in facilitating the Policy. He/she shall not be additionally compensated, however, for representation of employees under this Policy which fall within the usual parameters of the duties of the President or representative.

ARTICLE 16

WAGES

Section 1.A. Wage Rates

Wage rates for employees shall be set forth in Addendum #1 attached to this Agreement and made a part hereof.

<i><u>January 1, 2018 on and through December 31, 2018:</u></i>	3% increase
<i><u>January 1, 2019 on and through December 31, 2019:</u></i>	2% increase
<i><u>January 1, 2020 on and through December 31, 2020:</u></i>	2% increase

Section 2. Night Differential

A differential in pay will be accorded to employees who are assigned work on the first or third reliefs. The differential will be paid for each day worked on those shifts. The differential shall be sixty-five (\$.65) cents per hour.

Employees assigned to reliefs other than one (1) of the three (3) regular reliefs shall be entitled to night differential pay provided they work over one-half (1/2) of their work relief at times other than that covered by the second (day) relief.

Night differential is considered as regular pay for vacation, holiday, sick leave, funeral leave or short-term military leave, only for those employees regularly assigned to a relief entitling them to night differential on a five-day a week basis.

The night shift differential will be treated as a part of the basic rate for computation of overtime and day-off court.

For these purposes, the second relief is considered to be the regular day-time relief.

Section 3. Longevity

Every employee covered by this Agreement shall receive a payment for actual time spent as a sworn member of the Dayton Police Department as follows:

Employees who have completed five (5) years, but less than ten (10) years of service, shall receive a payment of one-half percent (0.5%) of their base rate of pay.

Employees who have completed ten (10) years, but less than fifteen (15) years of service, shall receive a payment of one percent (1.0%) of their base rate of pay.

Employees who have completed fifteen (15) years, but less than twenty (20) years of service, shall receive a payment of one and one-half percent (1.5%) of their base rate of pay.

Employees who have completed twenty (20) or more years of service shall receive a payment of two percent (2.0%) of their base rate of pay.

The above payments shall be paid in a lump sum on the first payday of November each year. When an employee's anniversary date occurs prior to November 1st of a payment year, he/she shall receive full payment in accordance with the above payment schedule.

For the purpose of determining eligibility for the payment provided in this Section, an employee shall be credited with a complete month of service if he/she works or is on paid leave one-half (1/2) or more of his/her scheduled work days in one (1) month. In the event that an employee who is eligible for the above payment terminates his/her employment during the term of this Agreement, the annual payment provided herein shall be pro-rated for the period of his/her employment.

Section 4. Educational Incentive

In 2018, Management will pay an education incentive bonus to those employees who have earned a degree from an accredited college in accordance with the pay scale provided below:

<u>College Degree</u>	<u>Sergeant Rate</u>	<u>Lieutenant Rate</u>
Associate Degree:	\$ 475	\$ 525
Bachelor Degree:	\$ 925	\$ 1,050
Post Graduate Degree:	\$ 1,400	\$ 1,600

In 2019 and 2020, Management will pay an education incentive bonus to those employees who have earned a degree from an accredited college in accordance with the pay scale provided below:

<u>College Degree</u>	<u>Sergeant Rate</u>	<u>Lieutenant Rate</u>
Associate Degree:	\$ 625	\$ 675
Bachelor Degree:	\$ 1,075	\$1,200
Post Graduate Degree:	\$ 1,550	\$1,750

To be eligible to receive the annual educational incentive bonus, the employee must have twelve (12) months of service with the City of Dayton. The incentive pay bonus shall be paid in the first pay period in November. The employee shall submit proof of an earned degree if not already on file.

Section 5. Uniform Allowance

- A. In 2018, Management shall provide all employees, who have completed not less than one year of continuous service, a clothing allowance for the maintenance of police uniforms and equipment in the amount of one thousand two hundred dollars (\$1,200.00) dollars per annum for the term of this Agreement.
- B. In 2019 and 202, Management shall provide all employees, who have completed not less than one year of continuous service, a clothing allowance for the maintenance of police uniforms and equipment in the amount of one thousand four hundred seventy-five dollars (\$1,475.00) dollars per annum for the term of this Agreement
- C. The total annual amount shall be paid in the first payroll in October. Employees leaving employment prior to October shall receive a pro-rata amount. Employees leaving service after October, but prior to December 31, will have a pro-rata amount automatically deducted from their final payroll check.

Management will furnish the first complete uniform to new employees at no cost to the employees.

- D. Management maintains sole right and responsibility to determine the appropriate uniform for all employees and will pay the initial cost of new uniforms due to

mandatory changes in uniform specifications unless the change is made at the request of the Lodge. In the event of a uniform change, employees will receive eighteen (18) months to effect the change of uniform.

Section 6. Plus Rating Pay

An employee shall be plus rated when he/she is required to substantially perform the work for three (3) or more consecutive work days of someone of a higher rank who is temporarily absent. The employee shall be plus rated for the amount of time worked at the higher rank. The amount of the plus rate shall be seven percent (7%) above the employee's current base rate. A plus rate is a higher rate of pay for performing the work of a higher rank while the incumbent is temporarily absent.

Management will endeavor to plus-rate, in non-emergency situations, only employees who express an interest in the assignment.

Section 7. Physical Fitness Incentive

Non-probationary employees who participate in the Voluntary Physical Fitness Training Program and successfully meet the Standards of that program shall receive a physical fitness incentive bonus pursuant to this Article. Management and the Union will meet and agree on the appropriate standards for the Voluntary Physical Training Program.

Management will pay the physical fitness incentive to each employee who has achieved his/her physical fitness level certification from the Training Bureau by January 1 of each calendar year.

In 2018, the physical fitness incentive shall be paid according to the following schedule:

Level One	\$150
Level Two	\$250
Level Three	\$350

In 2019 and 2020, the physical fitness incentive shall be paid according to the following schedule:

Level One	\$200
Level Two	\$300
Level Three	\$400

The incentive shall be paid in the first pay period after July 1 of each calendar year.

ARTICLE 17

OVERTIME

Section 1. Overtime Pay

Any employee working in excess of eight (8) hours on his/her assigned shift will be compensated at the rate of one and one-half (1½) of his/her base rate for all such excess time. Employees who are on a straight forty (40) hour per week schedule will receive time and one-half (1½) for all hours worked in excess of forty (40) straight time hours. Employees on multiple-week cycles shall receive time and one-half for all hours in excess of the average of forty (40) hours per week during the cycle.

Any employee who works on his/her normal scheduled day off shall be compensated at the rate of one and one-half (1½) of his/her straight time rate for all such time worked except where the parties agree that the employee will work such day in exchange for another day off. If the parties agree that an employee will exchange his/her normal scheduled day off for another day off, the employee shall inform Management at the time of the exchange which future day off is being exchanged; provided that, the exchanged day must be within the same twenty-eight (28) day Fair Labor Standards Act cycle. Management will post the twenty-eight (28) day work cycle.

Section 2. Voluntary Overtime

Overtime assignments for special events such as parades are voluntary, unless declared an emergency by the Director of Police, or, in his absence, the Acting Director. Once an overtime assignment is accepted, it shall be considered part of an employee's normal and regular work assignment except that inability to work based on illness shall not require the employee to use sick leave.

For the duration of this Agreement, equalization of overtime opportunities for special events shall be administered in accordance with General Order 1.02-8 dated November 2017; however, the procedure may be modified during the term of the Agreement by mutual agreement between the Director of Police and the Lodge.

Voluntary overtime does not include holdover assignments; call-in; or late calls near the end of the shift which may require follow-up reports.

Section 3. Compensatory Time

Compensatory time off in lieu of any overtime pay shall be granted at the option of the employee. It shall be given on the basis of time and one-half for actual hours worked and may not hereafter be accumulated in excess of one hundred seventy six (176) hours. If an employee is transferred to another section, any unused compensatory time which he/she may have accumulated shall continue to be available for his/her use. No accumulation of compensatory time in excess of one hundred seventy six (176) hours will be paid.

Use of compensatory time shall not be denied unreasonably. In the event a request is made not less than ninety-six (96) hours prior to the time of usage, action shall be taken on the request not less than forty-eight (48) hours prior to the time of usage. If approved, the compensatory time may not thereafter be denied. In the event a request is made less than ninety-six (96) hours prior to the time of usage, denial of the use of compensatory time because of insufficient staffing shall not constitute an unreasonable denial. The maximum amount of compensatory time used by any employee shall be one hundred and seventy-six (176) hours in any calendar year; provided, however, that compensatory time used during short or long term military leave will not count toward this one hundred and seventy-six (176) hours cap.

Effective January 1, 2018, an employee who is assigned canine officer duties shall receive an increase in their compensation for at home off-duty dog care from eight (8) hours to twelve (12) hours of compensation each month. This twelve (12) hours of compensation is provided to address the canine handlers at-home off-duty dog care, which includes such activities as looking after the dog, keeping the dog well-nourished and in good health, and to have them generally read for recall to active duty. The employees will be provided the twelve (12) hours of pay as time added to the employee's compensatory time bank. If the employee is unable to accept the full twelve (12) hours of compensatory time deposit during any month due to reaching the annual maximum for compensatory time, the City will then pay the officer twelve (12) hours of regular pay. The compensation will be paid at the regular rate of pay for each officer, and will not be paid at the overtime rate.

Section 4. Pyramiding

There shall be no pyramiding of overtime for the same hours worked.

Section 5. Court Time

Whenever it is necessary for an off-duty employee to appear either in Municipal Court or any other official court on matters pertaining to or arising from Police business, to appear

before the prosecutor for a pre-trial conference or when testifying on behalf of another employee in a case arising out of police business, providing the employee needing witness testimony is not a defendant or respondent, the employee shall prepare an overtime record form and submit it to the Court Sergeant for approval.

This form shall be filled out completely, wherever possible, and under "Remarks", the employee shall enter any additional details and the type charge, i.e., speeding, petty theft, etc., and the court's disposition, if available.

In addition to payments under Article 17, Section 6 for call-in pay, employees who are scheduled for court on regularly scheduled day(s) off or pre-approved vacation, will receive four (4) hours pay for any court appearance scheduled for the first day off and four (4) hours pay for any court appearance scheduled for the second or any subsequent day off.

In the event an employee is not given twenty-four (24) hour's notice of the cancellation of any court appearance scheduled on his/her regularly scheduled day(s) off or pre-approved vacation, the employee shall receive four (4) hours pay for any court appearance scheduled for the first day off and four (4) hours pay for any court appearance scheduled for the second or any subsequent day off.

An employee may, at his/her option, receive compensation pursuant to this Section in the form of compensatory time off.

To receive this pay, the employee must, at the time the employee is notified of the cancellation, inform the court detail that he/she is entitled to pay under this provision and submit an overtime record form to the Court Sergeant for approval within three (3) scheduled duty days (exclusive of leave) from the date of the cancelled appearance.

Section 6. Call-In Pay

Call-in pay is defined as payment for work assigned by the Director of Police or his/her designated representative, or for court time as defined in Section 5 of this Article, and performed by an employee at a time the beginning of which is disconnected from his/her normal and pre-scheduled hours of work.

Work done in this manner shall be compensated at the rate of one and one-half (1½) times the normal rate of pay with a minimum of three (3) hours pay (two (2) hours at a pay rate of time and one-half), and shall be paid only during the time the employee is physically performing his/her assignment.

Section 7. Stand-by Pay

Stand-by pay is defined as payment for an assignment which requires an employee to be available on a continuous basis during his/her normal off duty hours.

- A. Employees on stand-by for an off-duty day will be paid a minimum of four (4) hours pay. An off-duty day is defined as the period beginning with the end of the last shift worked by an employee to the beginning of his/her next scheduled shift.
- B. Employees on weekend stand-by or for a period of similar duration will be paid a minimum of eight (8) hours pay.
- C. Employees on stand-by for a sixteen (16) hour period will be paid a minimum of two (2) hours pay.
- D. In those instances where employees are required to remain on stand-by for a seven (7) day period which includes two (2) days off, said employees will be paid a minimum of sixteen (16) hours pay.
- E. An employee who is called to work, having been on stand-by, shall be paid time and one-half for all hours worked, but not less than the applicable minimum stated above.

Section 8. Other Off Duty Compensation - Phone Calls

Employees who receive off duty business-related phone calls for purposes authorized by their Division Commander, will be compensated at a rate of one and one-half (1 ½) times the normal rate of pay for the business phone call. Employees will be compensated for a minimum of twenty (20) minutes (.33 hours at time and one-half) for the business phone call. If the business-related phone call(s) exceeds the twenty (20) minute minimum duration, the employee will be compensated for actual time spent while on the business call(s). Employees, who receive multiple business related phone calls regarding the same incident, will be paid pursuant to this section, for the collective total time of all phone calls related to the same incident. If after receiving a business related phone call, the employee physically responds to a work site to perform his/her duties (i.e., police facility, call out location, etc.) Section 6 shall apply in lieu of this section.

ARTICLE 18

INSURANCE

Section 1.A. Health Care Coverage

Employees covered herein may choose to participate in plan coverage provided by the City of Dayton during the term of this Agreement.

The level of benefits shall not be changed during the term of this Agreement unless mutually agreed to between Management and the Lodge. Any change in carriers during the term of this Agreement shall be subject to approval by the Lodge. However, the parties acknowledge that the plan will change during the term of the Agreement as explained below.

Section 1.B. Employee Contributions

Employees shall pay a contribution amount of \$70.00 per month for single coverage.

Employees shall pay \$200.00 per month for family coverage.

The contributions will be administered under IRS pre-tax status.

Section 1.C. Employer Partially Funded Health Savings Accounts and Health Reimbursement Accounts

Subject to the requirements of the insurer and terms of the Plan Documents, employee may choose between a Health Savings Account (HSA) or Health Reimbursement Accounts (HRA). If an employee elects an HSA or HRA, this election shall constitute their election under Section 1.A., above.

If an employee elects an HSA and/or HRA, the maximum annual deductible amounts shall be partially funded by the City, beginning in the first plan year, where the City will fund \$1,500 per year for single plans (funded on a single annual payment basis on or before January 6, 2018 and each successive year while the employee is currently employed) and \$3,000 per year for family plans (funded on a single annual payment basis on or before January 6, 2018 and each successive year while the employee is currently employed), until December 31, 2020.

If an employee elects an HSA, the City will contribute the full amount of \$1,500/single or \$3,000/family for each plan year, funded on a single annual payment basis on or before January 6, 2018 and each successive year.

If an employee elects an HRA, the \$1,500/single or \$3,000/family City funded amounts will be eligible for rollover in an amount not to exceed the annual maximum deductible. In all subsequent years after the 2007-2008 plan year, the City contribution for the HRA will be up to the above-referenced amounts and/or the annual maximum deductible; provided that, the City will not fund any amount exceeding the annual maximum deductible.

The employee will be responsible for any taxes due that result from the City's pre-funding of employee HSA accounts on January 1 of each year.

Section 1.D. Insurance Co-Pays

The employees will be enrolled in a prescription drug card program. With the prescription drug card, costs for prescription drugs will be \$10 for Tier 1 prescriptions, \$20 for Tier 2 prescriptions, and \$30 for Tier 3 prescriptions, as defined by the health insurance carrier. The prescription drug card governs the amounts paid for prescription drugs after an employee has met his or her deductible.

The plan will have an Emergency Room co-pay of \$200.00 after an employee has met his or her deductible.

The plan will have a doctor's office co-pay of \$20.00 per visit, after an employee has met his or her deductible.

Section 1.E Dental Care Coverage

The City shall provide the AFSCME Care Plan for Dental Level II Plus to employees covered herein during the term of this contract. Employees may select to participate in the City's management dental plan; however, the employee who participated in another plan shall pay the difference in premiums, by payroll deduction, between the AFSCME Care Plan for Dental Level II Plus and the selected plan.

The level of AFSCME Care Plan Dental Benefits shall not be changed during the term of this Agreement unless agreed to between Management and the Lodge. Any changes in carriers during the term of this Agreement shall be subject to approval by the Lodge.

The City of Dayton shall contribute the total cost of the plan per month per employee to the AFSCME Care Plan for Dental Level II Plus for all employees in the bargaining unit. The payment will be due by the 20th of the month.

Section 1.F. Vision Care Coverage

The City shall provide the current Vision Care Plan to the employees covered herein during the term of this contract.

The level of vision benefits shall not be changed during the term of this Agreement unless mutually agreed to between Management and the Lodge. Any changes in carriers during the term of this Agreement shall be subject to approval by the Lodge.

The City of Dayton shall contribute the total cost of the plan per month per employee under the AFSCME Care Plan for Vision Care Benefits, for all employees in the bargaining unit. This payment shall be due by the 20th of each month.

Section 1.G. Incentive to Waive Health Care Coverage

Full time employees who waive health insurance for a twelve (12) month period during open enrollment will be paid an incentive as explained below, provided that the employee can provide proof of coverage elsewhere. The incentive will be pro-rated if coverage is waived for less than an entire plan year because an employee terminates employment, waives coverage mid-plan year or re-enrolls for City coverage if there is a loss of coverage due to divorce, termination of spouse's job or spouse's death.

A full time employee who waives coverage for an entire twelve (12) months and who is not a dependent on another City of Dayton health insurance plan will be paid an incentive of \$1,216.54. The incentive will be paid out in each paycheck over a 12 month period starting with the first pay in June.

This incentive plan is being offered for the 2015-2016 plan year. The incentive plan will be offered in subsequent plan years, provided that the incentive continues to represent a cost savings to the City.

Section 2. Lodge Participation in Health Care Committee Meetings

The President of the Lodge (*or his/her designee*) and up to two members (*as selected by the President of the Lodge*) will be present and participate in all City of Dayton Health Care Committee meetings to review and recommend health care insurance in the upcoming years. The Health Care Committee will meet as often as necessary to facilitate in a

timely fashion all information and cost as needed in an effort to maximize the value to employees and cost effectiveness of Health and Dental Plan redesign.

Section 3. Coordination of Benefits

Hospital and surgical benefits herein described shall be subject to coordination of benefits in accordance with stipulation of the carrier.

Section 4. Subrogation

If a member incurs covered hospital expenses in connection with the treatment of an illness or injury caused by the negligence or wrongful act of a third party, the carrier shall be subrogated to all of member's rights of recovery against said third party to the extent of any and all payments made hereunder by the carrier with respect to such illness or injury, and the member or his/her appropriate agent shall execute all papers and take all action necessary and proper to secure the carrier such rights of subrogation.

Section 5. No Additional Payment

Employees will not receive remuneration over and beyond the hospitalization coverage provided all City employees if they do not avail themselves of the coverage provided by the City of Dayton.

Section 6. Professional Liability and Life Insurance

Management shall provide employees covered herein with the following:

- A. Group Life Insurance in the amount of \$20,000.00;
- B. Accidental Death and Dismemberment Insurance in the amount of \$20,000;
- C. The City of Dayton agrees to obtain insurance or provide self-insured coverage for all employees to meet its obligations as set forth in Chapter 2744 of the Ohio Revised Code.

Section 7. Spousal Eligibility

If the employee's spouse is eligible for medical coverage through their own employer, the spouse must use their employer's insurance as their primary form of coverage. The

spouse may remain on the City's health insurance plan, but the City's plan will be a secondary plan, and the spouse's employer's plan must carry the spouse as primary.

Section 8. Pharmacy Carve-Out

The parties agree that Management may "carve-out" the pharmacy benefits under this article for the health care plan year beginning January 1, 2020. If Management believes that the pharmacy "carve-out" represents a savings to the City's insurance plan in 2019, then the City will solicit bids from pharmacy benefit managers (PBM) in the marketplace for the City's business in 2020. The City will then present the PBM bids to the City's joint health insurance committee for a recommendation of which PBM to select. The City agrees to follow the recommendation of the joint health insurance committee on which PBM to select; if, the selection of a PBM and the pharmacy benefit "carve-out" saves the City's health insurance plan monies in the 2020 healthcare plan year.

Section 9. ACA Cadillac Tax

The City Manager may opt to reopen this Agreement on the sole issue of timing of HSA/HRA contributions (Article 18, Section 1.B.) in lieu of the timing of contributions provided for in the third year of this Agreement. The City Manager will only trigger this reopener if the timing of the HSA/HRA contributions will expose the City to penalties under the ACA. The reopening is only for the timing of the contributions, and will not affect the amount of the HSA/HRA contribution. Such notice of reopener must be given by the City at least sixty (60) days prior to February 1, 2019. The reopening of this Agreement as set forth herein shall invoke the dispute settlement procedure set forth in O.R.C. Section 4117.14. The results of the negotiation process or any settlement reached by the parties will become effective January 1, 2020. If the parties have not reached settlement and/or completed the dispute settlement procedure set forth herein by October 1, 2019, the parties agree that they will make a non-binding temporary adjustment to the time of HSA/HRA contributions that will avoid penalties under the ACA, and such action will become effective January 1, 2020. The parties will then finalize the dispute settlement procedures set forth in O.R.C. Section 4117.14 with the results of the negotiation process or any settlement effective January 1, 2021.

ARTICLE 19

HOLIDAYS

Section 1. Designated Holidays

The following are designated as paid holidays: New Year's Day, Martin Luther King Day, Good Friday, Police Memorial Day (May 15th), Memorial Day (last Monday in May), Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas Day, and Employee's Birthday.

Section 2. Pay For Holidays

Employees who complete their tour for duty for the week in which the holiday falls shall receive an additional eight (8) hours pay at straight time rates.

The Birthday Holiday, which if worked by the employee, shall be compensated for as provided above for a regular holiday.

Employees whose birthday is during the month of December may take a day other than the actual birth date as a paid day off. This day may be taken at any time during the month of December, or carried forward into the next year. If carried forward the day must be taken by March 31st. If the employee chooses not to work the Birthday Holiday, he or she shall receive only eight (8) hours straight time pay for said holiday.

The employee must advise supervision twenty-four (24) hours prior to the start of the work shift on the Birthday Holiday of his or her intention to either take the day off with pay or work the day and receive an additional day's pay. If scheduling difficulties preclude taking the Birthday Holiday off, another day off will be substituted. All time on paid status counts toward completion of their tour of duty.

Section 3. Religious Observance

Employees may be granted leave with pay to attend religious observances with the approval of their division head. Religious observances include those which require an employee's attendance at church, synagogue or other place of worship. Leave should be limited to the actual hours necessary to attend services or observances.

Section 4. Designated Days

On any day or partial day designated by the Mayor, by Public Proclamation as a day or partial day off for City employees, employees will be given the day or partial day off if scheduling permits, or equal compensatory time at a later date.

Section 5. Holiday Assignment

The City reserves the right to assign employees to perform in any assignment, bureau or division based upon the needs of the Employer on that particular holiday.

ARTICLE 20

VACATION

Section 1. Vacation

Management shall grant permanent employees annual leave with pay (Vacation Leave) for rest and recreation. All permanent employees shall earn vacation leave at the rate of eight (8) credit hours for each completed month of service.

Section 2. Supplementary Accrual

In addition to the hourly vacation credits accrued as described in Section 1, employees with consecutive years of service or who have been reinstated within one (1) year from date of resignation or who return from disability retirement will earn supplementary hourly vacation credits on the following schedule:

After 4 years:	32 supplementary hourly credits annually
After 8 years:	40 supplementary hourly credits annually
After 12 years:	64 supplementary hourly credits annually
After 16 years:	80 supplementary hourly credits annually
After 20 years:	96 supplementary hourly credits annually

Time spent on other than paid status, except military leave, shall not count toward consecutive years of service.

Section 3. Maximum Vacation Days

The maximum number of hourly vacation credits that may be used during any vacation year is two hundred fifty-six (256). The maximum number of hourly vacation credits that may be carried over from year to year is two hundred forty (240).

Section 4. Over Two Hundred Forty (240) Hourly Vacation Credits

Vacation credits in excess of two hundred forty (240) hours shall be reduced to two hundred forty (240) hours at the end of the year.

Section 5. Guaranteed Vacation

All employees wishing to guarantee their vacation must declare their intent and list all days, by date, of their proposed vacation and submit such list in writing to their Superintendent between January 1st and January 31st of the year during which the vacation period will be used.

Allowing for the principle of scheduling needs of the Division, the Superintendent shall, by February 28th, accept or reject each employees application based on seniority in grade by District and shift. An employee shall be guaranteed his/her vacation once declared and ten (10) days have elapsed after acceptance by Management, regardless of transfer, and shall not be changed unless by mutual agreement of both parties.

Emergency situations, as determined by the Director of Police, may require the cancellation of guaranteed vacation. If, due to an emergency, a previously guaranteed vacation period is cancelled by Management, such vacation or any part thereof, may be rescheduled during the vacation year upon the mutual agreement of the parties or be paid in January following the vacation year for those vacation days that cannot be carried forward pursuant to the limit of thirty (30) specified in Section 4, in the event mutual agreement to reschedule is not obtained.

To ensure payment, the supervisor must forward to the HR Department a copy of the Vacation Leave Request Denial on the appropriate form.

Section 6. Denial of Non-Guaranteed Vacation

Employees who are required by Management to forfeit vacation time off, other than that subject to the guaranteed period specified in Section 5, will be paid for all vacation credits that cannot be carried forward pursuant to the limit of two hundred forty (240) hours specified in Section 4. Said vacation credits will be paid in January following the vacation year, if Management is not able to reschedule the time during the remainder of the vacation year.

If an employee is denied vacation leave as provided hereinabove, the supervisor must forward to the Department of Human Resources a copy of the Vacation Leave Request Denial on the appropriate form. This form must be signed by the employee and the supervisor denying such vacation leave request. All vacation requests for use during the last quarter of the calendar year for more than two (2) consecutive work days must be made by October 31st.

Employees who request vacation for a period of time, other than covered by Section 5 above, must request same no less than twenty-four (24) hours in advance of taking such

leave, for approval by Management unless otherwise approved by the Division Superintendent or the Director of Police.

Section 7. Vacation Year

Vacation year, for purpose of accreditation, shall be from January 1st to December 31st. Each employee entitled to vacation will schedule at least one (1) week of vacation on consecutive days. The balance may be taken in increments of not less than one (1) hour unless a half-hour ($\frac{1}{2}$) increment is needed to take a birthday holiday by an employee who is on an alternate work schedule. Scheduling shall be consistent with an efficient work schedule.

Section 8. Complete Month

An employee shall be credited with a complete month of service if he/she works or is on paid leave one-half ($\frac{1}{2}$) or more of his/her scheduled work days in any one (1) month.

Section 9. Transfer Of Days

If an employee is transferred within the Police Department, any unused vacation days which he/she may have accumulated shall continue to be available for his/her use. In the case of death, resignation or lay-off of an employee, there shall be paid to him or her, his or her widow or widower or other beneficiary as provided by statute, in addition to back pay then due, an amount that will compensate him/her for vacation leave which has accrued in accordance with this Article.

ARTICLE 21

PENSION REOPENER

If during the term of this contract, the Ohio Police & Fire Pension Fund raises employer contributions, the City may reopen this contract's Article 16, Wages, in order to seek appropriate financial relief commensurate with its increased pension contribution obligation. Such reopener shall be given within sixty (60) days of the employer's notice of the newly required pension obligation and all impasse resolution procedures pursuant to R.C. 4117.14 shall apply to said reopened negotiations.

City of Dayton
Grade Rate Schedule
Police Department

Police Lieutenant (404)

		Step 1 @ Appointment	Step 2 @ 6 months	Step 3 @ 1.5 years
1-Jan-18	Hourly	\$40.45	\$41.55	\$43.70
	Weekly	\$1,618.00	\$1,662.00	\$1,748.00
	Yearly	\$84,136.00	\$86,424.00	\$90,896.00
1-Jan-19	Hourly	\$41.26	\$42.38	\$44.57
	Weekly	\$1,650.40	\$1,695.20	\$1,782.80
	Yearly	\$85,820.80	\$88,150.40	\$92,705.60
1-Jan-20	Hourly	\$42.09	\$43.23	\$45.46
	Weekly	\$1,683.60	\$1,729.20	\$1,818.40
	Yearly	\$87,547.20	\$89,918.40	\$94,556.80

The Length of time in the Lieutenant classification service between Steps 1 and 2 shall be six (6) months and between steps 2 and 3, twelve (12) months. The pay schedule shall result in full pay for the Lieutenant after eighteen (18) months.

City of Dayton
Grade Rate Schedule
Police Department

Police Sergeant (403)

		Step 1 @ Appointment	Step 2 @ 6 months	Step 3 @ 1.5 Years
1-Jan-18	Hourly	\$34.84	\$35.80	\$37.68
	Weekly	\$1,393.60	\$1,432.00	\$1,507.20
	Yearly	\$72,467.20	\$74,464.00	\$78,374.40
1-Jan-19	Hourly	\$35.54	\$36.52	\$38.43
	Weekly	\$1,421.60	\$1,460.80	\$1,537.20
	Yearly	\$73,923.20	\$75,961.60	\$79,934.40
1-Jan-20	Hourly	\$36.25	\$37.25	\$39.20
	Weekly	\$1,450.00	\$1,490.00	\$1,568.00
	Yearly	\$75,400.00	\$77,480.00	\$81,536.00

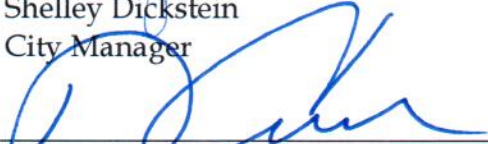
The Length of time in the Sergeant classification service between Steps 1 and 2 shall be six (6) months and between steps 2 and 3, twelve (12) months. The pay schedule shall result in full pay for the Sergeant after eighteen (18) months.

IN WITNESS WHEREOF, THE PARTIES HAVE SET THEIR HANDS THIS 9th DAY
OF January, 2018.

FOR: THE CITY OF DAYTON



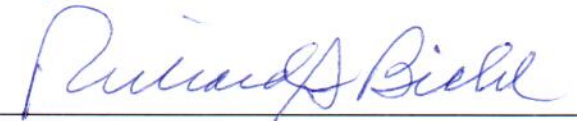
Shelley Dickstein
City Manager



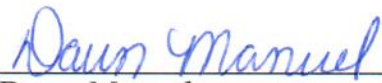
Kenneth R. Couch
Director
Department of Human Resources



Brent L. McKenzie
Deputy Director
Department of Human Resources



Richard S. Biehl
Director & Chief of Police

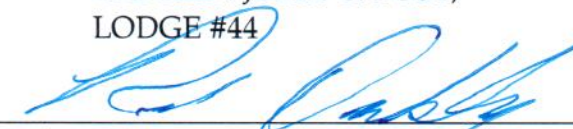


Dawn Manuel
Supervising HR Analyst
Department of Human Resources



Rachel Crum
Executive Secretary
Department of Human Resources

FOR: FRATERNAL ORDER OF POLICE
CAPTAIN JOHN C. POST,
LODGE #44



Rick Oakley
Lodge President



Susan D. Jansen
Attorney at Law



Paul Saunders
Committee Member, Supervisors'
Chairperson