

**Monroe Council Agenda  
Regular Meeting of Council  
August 25, 2020 – 6:30 p.m.**

**This meeting will be held electronically (Zoom) pursuant to Ohio Revised Code Section 121.221. The meeting can be viewed live at [Facebook.com/MonroeOhio](https://www.facebook.com/MonroeOhio).**

**Public comments or questions must be submitted no later than 6:30 p.m. EST on Monday, August 24, 2020, to the Clerk of Council at [wassona@monroeohio.org](mailto:wassona@monroeohio.org). These comments or questions will be read into the record during the Visitors section of the meeting.**

***Pledge of Allegiance***

***Roll Call***

***Approval of the Minutes*** – Council Minutes of August 11, 2020.

***Visitors***

- Kerry Roe of Clark Schaefer Hackett – City of Monroe Audit

***Committee Reports***

Public Works Committee  
Finance Committee  
Administrative Liaison Committee  
Technology Committee  
Public Involvement Committee  
Public Safety Committee

***Old Business***

**Resolution No. 54-2020.** A Resolution accepting the lowest and/or best bid submitted for a 2021 Freightliner Chassis with Step Van Upfit and authorize the City Manager to enter into an agreement with Fyda Freightliner Cincinnati, Inc. for said vehicle. (Second Reading)

***New Business***

**Emergency Resolution No. 55-2020.** A Resolution approving a Then-and-Now Certificate in the amount of \$8,708.96 to CDW Government and declaring an emergency.

**Emergency Resolution No. 56-2020.** A Resolution authorizing the City Manager to enter into a Collective Bargaining Agreement by and between the City of Monroe and the Ohio Patrolmen's Benevolent Association (Patrol Officers) and declaring an emergency.

**Emergency Resolution No. 57-2020.** A Resolution authorizing the City Manager to enter into a Collective Bargaining Agreement by and between the City of Monroe and the Ohio Patrolmen's Benevolent Association (Sergeants) and declaring an emergency.

**Emergency Resolution No. 58-2020.** A Resolution authorizing the City Manager to enter into an agreement for professional architectural services for right-of-way acquisition for the Great Miami River Trail by and between the City of Monroe and Brandstetter Carroll Inc. and declaring an emergency.

**Emergency Resolution No. 59-2020.** A Resolution accepting the proposal and authorizing the City Manager to enter into an agreement by and between the City of Monroe and Global Business Solutions, Inc. for the Fiber Optic Network Installation to the police facility at 601 South Main Street and declaring an emergency.

### ***Administrative Reports***

- **Fireworks Discussion**
- **Executive Session** – To consider the purchase of property and the sale of property at competitive bidding.

### ***Adjournment***

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***Approval of the Minutes*** – Council Minutes of August 11, 2020.

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***Committee Reports***

Public Works Committee  
Finance Committee  
Administrative Liaison Committee  
Technology Committee  
Public Involvement Committee  
Public Safety Committee

***Old Business***

**Resolution No. 54-2020.** A Resolution accepting the lowest and/or best bid submitted for a 2021 Freightliner Chassis with Step Van Upfit and authorize the City Manager to enter into an agreement with Fyda Freightliner Cincinnati, Inc. for said vehicle. (Second Reading)

**Background.** Staff is requesting that Resolution No. 54-2020 be adopted as an emergency on the second reading to expedite the efficiency of the water department.

***New Business***

**Emergency Resolution No. 55-2020.** A Resolution approving a Then-and-Now Certificate in the amount of \$8,708.96 to CDW Government and declaring an emergency.

**Background.** A purchase order was not opened prior to the order of the equipment needed for planned IT upgrades.

**Emergency Resolution No. 56-2020.** A Resolution authorizing the City Manager to enter into a Collective Bargaining Agreement by and between the City of Monroe and the Ohio Patrolmen's Benevolent Association (Patrol Officers) and declaring an emergency.

**Background.** Staff requests that this be adopted as an emergency due to the prior contract being expired as of May 31, 2020, and to limit the amount of retroactive payroll calculations necessary.

**Emergency Resolution No. 57-2020.** A Resolution authorizing the City Manager to enter into a Collective Bargaining Agreement by and between the City of Monroe and the Ohio Patrolmen's Benevolent Association (Sergeants) and declaring an emergency.

**Background.** Staff requests that this be adopted as an emergency due to the prior contract being expired as of May 31, 2020, and to limit the amount of retroactive payroll calculations necessary.

**Emergency Resolution No. 58-2020.** A Resolution authorizing the City Manager to enter into an agreement for professional architectural services for right-of-way acquisition for the Great Miami River Trail by and between the City of Monroe and Brandstetter Carroll Inc. and declaring an emergency.

**Background.** Due the Grant Funding Requirements regarding the Great Miami River Trail design, we are required to follow the Ohio Department of Transportation's (ODOT) process for right of way acquisition for purposes of the trail location. ODOT requires that the city hire a state authorized and approved consultant and as such we are proposing to work with O.R. Colan via a subcontract with our trail engineering consultant, Brandstetter Carroll as they are responsible for overall trail design. The amount includes, right of way assessment, appraisals, negotiations, acquisition documentation, design coordination, and compliance with ODOT standards as a part of the requirements for the \$1.15 million grant.

The Great Miami River Trail's location is almost entirely located on government or quasi-governmental property including the City of Monroe, MetroParks of Butler County, and the Miami Conservancy District. As such, we are required via ODOT to dedicate right of way from each entity impacted for trail location (even our own property) as well as temporary/permanent right of way easements of other adjacent property owners that may be impacted. The consultant's role is to analyze the impact and the associated costs for acquisitions for those properties. Ultimately, the purpose of the consultant is to determine cost of acquisition (paid by the City) and achieve agreements that satisfy ODOT standards.

**Emergency Resolution No. 59-2020.** A Resolution accepting the proposal and authorizing the City Manager to enter into an agreement by and between the City of Monroe and Global Business Solutions, Inc. for the Fiber Optic Network Installation to the police facility at 601 South Main Street and declaring an emergency.

**Background.** In order to provide connection between the City Building and the new Police Facility a request for proposals was advertised for a dedicated fiber optic installation within the right of way. The Fiber Optic connection will provide access to extend the City network infrastructure to the new facility, including internet and phone service as well as dedicated fiber to extend Butler County 911 along a secure and separate route for dispatch services. The proposal by Global Business Solutions, Inc in the amount of \$57,562 will be funded through the bond proceeds set aside for the project.

### ***Administrative Reports***

- **Fireworks Discussion**
- **Executive Session** – To consider the purchase of property and the sale of property at competitive bidding.

### ***Adjournment***

**Monroe Council Minutes**  
**Regular Meeting of Council**  
**August 11, 2020 – 6:30 p.m.**  
**This meeting was held electronically (remotely) pursuant to**  
**Ohio Revised Code Section 121.221**

***Pledge of Allegiance***

Mayor Frentzel opened the regular meeting of Council with the Pledge of Allegiance at 6:30 p.m.

***Roll Call***

Council members present: Tom Callahan, Jason Frentzel, Keith Funk, Anna Hale, Todd Hickman, Christina McElfresh, and Robert Routson.

***Approval of the Minutes***

Mr. Funk moved to approve the Council Minutes of July 28, 2020 and August 3, 2020; seconded by Mr. Routson. Voice vote. Motion carried.

***Visitors***

The Clerk of Council read the following letter into the record:

“Members of Council:

Please read these comments into the council record.

I am one of the Monroe residents who was offended by Councilman Callahan's remarks regarding the mask-wearing ordinance discussed at the July 14th meeting. In my email to council, I suggested he sincerely apologize for his racially/culturally insensitive remark, or resign. His comments in the Journal-News (July 31, 2020) do not constitute an apology.

Mr. Callahan, I cannot speak for other responders to this issue, but I have not taken your remarks out of context as you claimed in the JN article. Your remarks were made in the context of the council vote on the mask ordinance. I understand as well that you were trying to make a point. Nevertheless, the example you used to make that point was offensive. I believe in second chances, so I have not signed the petition requesting your resignation. You will again have an opportunity to put your sincere apology (and I emphasize sincere) into the public record at the next council meeting. If you admit your error and sincerely show remorse for it without qualification, then Monroe's residents will be able to leave your unfortunate remarks in the past. Only then can you continue your public service with renewed spirit and understanding.

Cordially,  
Emilio D. Spinosa  
Monroe, Ohio”

Mr. Routson asked if it has been verified this was sent from a citizen of Monroe. He stated that before something is put in the Council minutes as a visitor's request it should be verified they are from Monroe and, if not, it would be noted where they are from.

Mayor Frentzel acknowledged that there have been visitors appearing before Council that were not Monroe residents. He requested that Mrs. Wasson request their address for the record when these are submitted.

Law Director Callahan advised that if someone wants to speak to City Council, legally they do not have to identify themselves by name, identify their addresses, as it is a public forum. They have every right to speak for three minutes as required by the Rules of Council.

Mrs. McElfresh pointed out this is the second time there has been an email regarding this subject matter and asked Mr. Callahan if he had anything to say. Mr. Callahan did not.

### ***Committee Reports***

None.

### ***Old Business***

**Resolution No. 50-2020.** A Resolution adopting a Fund Balance Policy. (Second Reading)

Mr. Brock referenced a spreadsheet he sent to Council showing what the difference is between a target of four months and three months of fund balance. As we start preparing for budgets, it lets Council know what that gap would be as even with a three month fund balance it is still good.

Mayor Frentzel asked if Mr. Brock had a preference between a three-month and four-month fund balance. Mr. Brock advised that the Finance Committee of Council recommended a four-month fund balance.

Mr. Funk moved to consider this the second reading of Resolution No. 50-2020 and have it read by title only; seconded by Mr. Routson. Voice vote. Motion carried.

The Clerk of Council read Resolution No. 50-2020 by title only.

Mr. Funk moved to adopt Resolution No. 50-2020; seconded by Mrs. Hale. Roll call vote: seven ayes. Motion Carried.

**Resolution No. 52-2020.** A Resolution revoking the tax exemption provided by an existing Community Reinvestment Area Agreement concerning a parcel of commercial real property in the City of Monroe. (Second Reading)

Mr. Routson commented that the article written by Mr. Richter in the *Journal-News* contained a lot of misinformation that makes the City look like the bad guy. He wrote quotes from the owners, but being a reporter he should report what the facts are. In Mr. Routson's opinion, they were the ones not supporting the City of Monroe.

Mr. Hickman stated that the reporter wasn't given much information from the City and just about everything that was done prior to the vote was in executive session.

Mr. Routson advised that it is public record at the County that he could look at. The City doesn't have to give him all of the information. A lot of the misinformation is available online.

Mayor Frentzel agreed, in part, as it seemed like the article was skewed in one direction. We have had at least one, if not two, years of debate over this and given chances to help out. Unfortunately, all of the things that the City has to go through cannot all be divulged at a certain time.

Mr. Routson emphasized that part of that information was not in executive session it is in the County records.

Mrs. Hale added that Rivertown was to accomplish certain things in the CRA Agreement and they didn't do that. You didn't see that in the newspaper article, but we know in a timely manner. If this is passed it voids all of it.

Mr. Funk stated that Council had opportunities before this where we could have changed the CRA, but he did not feel it was appropriate to change in the middle of a pandemic.

Mr. Hickman believed that Mr. Funk sent an email over one year ago about the lawsuits Rivertown was involved in. Mr. Funk replied that he may have quoted a newspaper article. Mr. Hickman stated that this has been going on for quite a while and Monroe gave them a lot of opportunities. This was happening before COVID even happened in China.

Mr. Funk moved to suspend the rule requiring the reading of Resolution No. 52-2020 on two separate days, authorize its adoption on the second reading, and have it read by title only; seconded by Mr. Hickman. Voice vote. Motion carried.

The Clerk of Council read Resolution No. 52-2020 by title only.

Mr. Funk moved to adopt Resolution No. 52-2020; seconded by Mr. Hickman. Roll call vote: six ayes; one nay (Funk). Motion carried.

**Ordinance No. 2020-24.** An Ordinance vacating a certain easement containing 2,750 square feet no longer needed for municipal purposes. (Second Reading)

Mr. Brock reported that this vacates a small parcel previously used by the City as a wellhead.

Mr. Funk moved to consider this the second reading of Ordinance No. 2020-24 and have it read by title only; seconded by Mrs. Hale. Voice vote. Motion carried.

The Clerk of Council read Ordinance No. 2020-24 by title only.

Mr. Funk moved to adopt Ordinance No. 2020-24; seconded by Mr. Routson. Roll call vote: seven ayes. Motion carried.



## ***New Business***

**Emergency Resolution No. 53-2020.** A Resolution ratifying the filing of an individual proof of claim in connection with the bankruptcy cases of *In Re Purdue Pharma. L.P., et al*, Case No. 19023649 (RDD) (Bankr. S.D.N.Y) and declaring an emergency.

Mr. Brock explained that earlier this year Council adopted a resolution joining all of Ohio in the opioid issue. An individual claim in the bankruptcy case was also necessary. The claim amount is based on the time-frame from 2003 through 2040.

Mr. Funk moved to suspend the rule requiring the reading of Emergency Resolution No. 53-2020 on two separate days, authorize its adoption on its first reading, and have it read by title only; seconded by Mr. Routson. Voice vote. Motion carried.

The Clerk of Council read Emergency Resolution No. 53-2020 by title only.

Mr. Funk moved to adopt Emergency Resolution No. 53-2020; seconded by Mrs. McElfresh. Roll call vote: seven ayes. Motion carried.

**Resolution No. 54-2020.** A Resolution accepting the lowest and/or best bid submitted for a 2021 Freightliner Chassis with Step Van Upfit and authorize the City Manager to enter into an agreement with Fyda Freightliner Cincinnati, Inc. for said vehicle.

Mr. Brock stated this is for the purchase of a step-up van for the water department and was discussed with the Public Works Committee. He noted it was originally budgeted for 2019.

Mr. Funk moved to consider this the first reading of Resolution No. 54-2020 and have it read by title only; seconded by Mr. Routson. Voice vote. Motion carried.

The Clerk of Council read Resolution No. 54-2020 by title only.

Mr. Funk moved to approve the first reading of Resolution No. 54-2020; seconded by Mrs. Hale. Roll call vote: seven ayes. Motion carried.

**Ordinance No. 2020-25.** An Ordinance amending and supplementing Ordinance No. 2020-08, otherwise known as the permanent appropriations ordinance, to meet current expenses and other expenditures of the City of Monroe, during fiscal year ending December 31, 2020.

Mr. Brock advised that there are some clean-up areas such as, combining the two fire funds and the CARES Act fund.

Mr. Funk moved to suspend the rule requiring the reading of Ordinance No. 2020-25 on two separate days, authorize its adoption on the first reading, and have it read by title only; seconded by Mr. Routson. Voice vote. Motion carried.

The Clerk of Council read Ordinance No. 2020-25 by title only.

Mr. Funk moved to adopt Ordinance No. 2020-25; seconded by Mrs. McElfresh. Roll call vote: seven ayes. Motion carried.

### ***Administrative Reports***

Mr. Brock sought Council's direction on moving forward with fireworks during the Labor Day weekend.

Mr. Routson was of the opinion that it should move forward as everyone would be outside with their mask on or in an area where they do not need to have a mask on. The community needs something like this.

Mayor Frentzel agreed and asked if the use of the Monroe Bicentennial Commons Park is still an option. Mr. Brock replied that it is not due to all of the construction taking place at this time and recommended that it be held at Monroe Community Park.

Mr. Funk agreed with the location as it is surrounded by several residential areas and people may not have to travel to the location.

Mr. Hickman felt that it should wait until next year and requested a roll call vote.

Mr. Routson moved to have fireworks on Labor Day for the community of Monroe; seconded by Mr. Funk.

*Discussion.* Mrs. McElfresh asked if the water is back on at Monroe Community Park. Mr. Brock advised that it is on for the restrooms, but not at the drinking fountains.

Mr. Brock requested clarification on the date Council would like this to take place.

Mrs. McElfresh asked the Chief of Police about the parking in the area. Mr. Brock stated that one of the questions he had is how we are going to organize it and if there are volunteers. Chief Buchanan stated that, if approved, we would begin planning and start with the community partners as has been done in the past.

Mr. Brock noted that we need to check with Rozzi to see if they are available for whichever date Council decides.

Mayor Frentzel asked if three to four weeks is enough time to put this together and Mr. Brock indicated that for just fireworks we can get it put together.

Mr. Routson felt that Saturday or Sunday would be best because some citizens have questioned in the past about having fireworks then going to work the next day.

Mayor Frentzel agreed Saturday or Sunday would be the best days.

Mayor Frentzel pointed that there is a motion on the floor to proceed with the fireworks on Labor Day weekend.

Mrs. Wasson reported that Rozzi had a successful drive-in show at Coney and planning another one. Mrs. McElfresh is in favor of that type of event.

Mayor Frentzel indicated that the majority of people practice social distancing and does understand the concerns; however, he feels comfortable with moving forward.

Roll call vote: four ayes; three nays (Callahan, Hickman, and McElfresh). Motion carried.

Mayor Frentzel has not seen a lot of notifications of other boards and commissions for meetings and asked if we are not able to hold them via Zoom. Mr. Brock replied that we have had one Planning Commission meeting and planning for other meetings in the future.

### ***Adjournment***

Mr. Hickman moved to adjourn; seconded by Mrs. McElfresh. Voice vote. Motion carried.

The regular meeting of Council adjourned at 7:15 p.m.

Respectfully submitted,

Angela S. Wasson, MMC  
Clerk of Council

**EMERGENCY RESOLUTION NO. 55-2020**

A RESOLUTION APPROVING A THEN-AND-NOW CERTIFICATE IN THE AMOUNT OF \$8,708.96 TO CDW GOVERNMENT AND DECLARING AN EMERGENCY.

WHEREAS, a purchase order was unable to be opened prior to the purchase due being unaware of the final cost of IT hardware.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: A Then-and-Now Certificate in the amount of \$8,708.96 to CDW Government is hereby approved.

SECTION 2: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to authorize the Certificate at the earliest possible date to avoid any delay in paying for services rendered. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: \_\_\_\_\_

ATTEST:

APPROVED:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

**EMERGENCY RESOLUTION NO. 56-2020**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (PATROL OFFICERS), AND DECLARING AN EMERGENCY.

WHEREAS, negotiations between the City of Monroe and the Ohio Patrolmen's Benevolent Association (Patrol Officers), have been ongoing; and

WHEREAS, as a result of said negotiations the parties have reached an agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: Council hereby authorizes the City Manager to enter into a Collective Bargaining Agreement by and between the City of Monroe and the Ohio Patrolmen's Benevolent Association (Patrol Officers), pursuant to the terms and conditions he deems appropriate and necessary in the best interest of the City.

SECTION 2: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to enter into said agreement at the earliest possible date in order to maintain, insure and/or increase the general efficiency of the police department and the existing harmonious relationship between the patrol officers of the police department and the City of Monroe. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED:\_\_\_\_\_

ATTEST:

APPROVED:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

BETWEEN  
THE CITY OF MONROE  
AND THE  
OHIO PATROLMEN'S BENEVOLENT  
ASSOCIATION  
(PATROL OFFICERS)

EFFECTIVE: June 1, ~~2017~~2020 to May 31, ~~2020~~2023

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

1.1 This Agreement is between the City of Monroe, Ohio, hereinafter referred to as the “Employer” or “City,” and the Ohio Patrolmen’s Benevolent Association, hereinafter referred to as the “Union” or “OPBA,” a labor organization as defined in Chapter 4117 of the Ohio Revised Code.

1.2 This Agreement is made for the purpose of promoting cooperation and continuous harmonious relations between the Employer, its Employees, and the Union.

**ARTICLE 2**  
**RECOGNITION, MEETINGS, BULLETIN BOARD**

2.1 Recognition. The Employer recognizes the Union as the sole and exclusive representative for all full-time Employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board as follows:

Included: All full-time police officers;

Excluded: Chief, Sergeants, all other Employees.

2.2 Meetings. In the interest of sound labor/management relations, once each quarter or as mutually agreed, the Employer and/or designee(s) shall meet with not more than two members of the bargaining unit, upon written request, for the purpose of:

- a. disseminating general information of interest to both parties
- b. giving the Union representatives the opportunity to share views of their members and/or suggestions on the subjects of interest to their members;
- c. discussing ways to improve efficiency and safety and health issues within the department;
- d. promoting harmonious relations between Employer and the Union in the best interest of the community.

2.3 Bulletin Board. Bulletin board space will be provided within the Police Department facility for use by the Union and members of the bargaining unit. The City may post notices on the board of matters relating directly to police business and vacancies within the Police Department. The Union may post on the board notices relating to recreational and social events applicable to members of the bargaining unit; election or election results; general membership meetings and other related business meetings; general Union business of interest to members of the bargaining unit.

2.4 Union Activity. Employees shall be permitted, upon reasonable notice to the Chief or designee, to conduct Union related activity during working hours so long as it does not unreasonably interfere with departmental operations.

**ARTICLE 3**  
**ASSOCIATES/UNION BUSINESS**

3.1 The Union is authorized to select one (1) associate and one (1) alternate to conduct approved Union business for the bargaining unit. The associate/alternate upon giving reasonable notice, and upon authorization from the Chief or his/her designee, may be allowed reasonable time off without loss or gain in pay to investigate a grievance, consult with the Employer in processing a grievance, or to assist in the settlement of disputes. Permission to investigate and/or process a grievance or attend a disciplinary hearing during on duty time is at the sole discretion of the Employer. "In addition, the Director and or his or her alternate will each be permitted to utilize sixteen (16) hours of paid leave, other than sick leave, annually, for the purpose of attending union-related training and/or attending to other union business. Said union leave will be granted upon reasonable notice to the Employer."

## **ARTICLE 4 MANAGEMENT RIGHTS**

4.1 The Union recognizes that the City shall have the exclusive right to manage the operations, control the premises, direct the work force and maintain efficiency of operations.

Among the City's management rights, but not by way of limitation, are the following:

- (1) To direct and evaluate the work of Employees;
- (2) To determine the mission of the department and the personnel, methods, means, and procedures necessary to most efficiently fulfill that mission;
- (3) To determine the size and composition of the work force;
- (4) To suspend, discipline, reduce or discharge Employees for cause;
- (5) To lay off Employees or abolish positions;
- (6) To hire, schedule, promote, demote, transfer and assign Employees;
- (7) To recruit, select, and determine the qualifications and characteristics desired in new hires;
- (8) To schedule or not schedule overtime as required in the manner most advantageous to the requirements of efficient department operations;
- (9) To determine the locations, size and number of facilities;
- (10) To determine the quality standards and level of service required;
- (11) To schedule Employees and establish their hours and days of work;
- (12) To select the type, quantity and quality of equipment, tools and machinery to be used in the methods of operating them and the responsibilities therefore;

- (13) To establish and require conformance to, rules of conduct including Standard Operating Procedures (SOP's) and Standard Operating Guidelines (SOG's);
- (14) To train or retrain Employees as management deems appropriate and to require Employees to maintain certifications, including but not limited to firearms certification;
- (15) To generally manage the Police Department's business as it deems best;
- (16) To establish, after consultation with the Union, and enforce a tardiness and absenteeism policy permitting discipline, including termination, for any violation thereof; and
- (17) To establish, after consultation with the Union, and enforce a Drug and Alcohol Policy permitting discipline, including termination, for any violation thereof.

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

4.3 The City agrees that, to the extent possible, work rules, standard operating procedures and standard operating guidelines that are promulgated shall be reduced to writing with copies to the Union and affected members in advance of their effective date.

**ARTICLE 5**  
**NO STRIKES/NO LOCKOUT**

The OPBA and the members agree that there shall be no strikes. The term, “strike”, shall have the same definition for purposes of this Agreement as contained in 4117.01(H) of the O.R.C. and shall additionally include any effort to use sick leave, to be absent from work without permission, or to abstain from performance of assigned duties if used for the purpose of inducing, influencing or coercing a change in wages, hours, terms or other conditions of employment. In the event that a member is engaged in a violation of this article, the OPBA shall, upon request of the City, and concurrence of the OPBA that an unlawful strike is being engaged in, immediately notify such member that the member is in violation of this Article and direct the member to resume normal work activities. The City may also request the OPBA to publicly denounce any violation of this Article.

The City agrees that it will not lock-out members covered by this Agreement during the course of this Agreement. The term “lock-out” shall have the same definition, for the purpose of this Agreement, as contained in Chapter 4117 of the Ohio Revised Code.

## **ARTICLE 6**

### **PROBATIONARY PERIOD**

Each newly hired Employee shall be required to successfully complete a one (1) year probationary period. The length of the probationary period shall be one (1) year. The calculation of the one (1) year period shall begin the first day for which the Employee receives compensation from the Employer after the Employee graduates from the Police Academy. If the Employee has already graduated from the Police Academy then the probationary period will begin on the first day for which the Employee receives compensation as a patrol officer from the Employer.

A newly hired probationary Employee may be terminated, with or without cause, at any time during his probationary period, and shall have no appeal rights through the grievance-arbitration procedure or through a Court of Law. Benefits for newly hired Employees shall become effective upon the first day of the month following the Employee's first date of employment as a patrol officer.

Upon successful completion of the probationary period, a newly hired Employee's seniority shall be computed from the first day of the Employee's probationary period.



## **ARTICLE 7 DUES DEDUCTION**

7.1 OPBA Dues Deductions. The City agrees to deduct from the wages of any employee who is a member of the OPBA, all OPBA membership dues uniformly required. The OPBA will notify the City from time to time of the dues it charges and its current membership. All members of the Bargaining Unit shall either become dues paying members of the OPBA or, as a condition of continued employment, remit to the OPBA a fair share fee in amount set from time to time by the OPBA in accordance with the provisions of O.R.C. § 4117.09(C). Said amount shall be deducted from all wages of all such non-members on the same basis as the deductions made for dues from members of the OPBA. Nothing in this section shall be construed to require any employee to become a member of the OPBA. The OPBA agrees to save the City harmless in the event of any legal controversy with regard to the application of this provision. All dues and fair-share fees collected shall be paid over by the Employer once each month to the OPBA.

7.2 Other Deductions. The City further agrees to deduct from the pay of those employees authorizing such deduction, and turn over to the appropriate party, monies designated for the purposes such as credit union, savings bonds, United Appeal, and similar causes in accordance with the City's current policy on payroll deductions. These deductions shall be subject to the City's ability to maintain an efficient payroll procedure.

7.3 Direct Deposit. The City shall provide direct deposit and Employees' paychecks shall be directly deposited effective thirty (30) days after the execution of this Agreement.

**ARTICLE 8**  
**NO DISCRIMINATION**

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

There shall be no discrimination by the Employer or the Union against any Employee on the basis of such Employee's membership or non-membership in the Union.

## **ARTICLE 9 DISCIPLINE**

9.1 The parties recognize that discipline is essential to the operation of the City and agree that fair discipline is necessary for the public interest and the morale and welfare of the Employees. The object of these provisions is to assure that the relevant facts are fairly developed so that an informed decision can be made by the Employer regarding whether and the extent to which discipline shall be imposed.

9.2 No bargaining unit member shall be disciplined except for just cause. Just cause shall include, but not be limited to: dishonesty, bribery, misfeasance, malfeasance, nonfeasance, misconduct in office, neglect of duty, immoral conduct, habitual drunkenness, illegal use of controlled substances, incompetence, insubordination, refusal to obey orders given by proper authority, discourteous treatment of the public and violation of divisional standards of conduct on and off duty.

9.3 Forms of disciplinary action shall be:

- a. Documented Verbal Reprimand
- b. Written Reprimand
- c. Suspension without pay
- d. Reduction in Pay/Position
- e. Discharge

Discipline shall be applied progressively, but it is understood that some serious violations may warrant suspension without pay or immediate discharge. In following the principle of “the punishment should fit the crime,” the Employer will take into consideration the nature of violation, the Employee's record of discipline and the Employee's record of performance and conduct.

a. A pre-disciplinary conference with the Chief of Police or his designee holding the rank of Lieutenant or higher will be conducted prior to the issuance of a reprimand. The Chief or Officer who conducts the hearing will make a determination of discipline and either dismiss the discipline without record, or issue the reprimand.

b. If the Employee does not agree to the reprimand determination issued by an Officer other than the Chief of Police, they may appeal to Step 2 of the grievance procedure outlined in Article 11.

c. If the Employee does not agree to the reprimand determination issued by the Chief of Police, they may appeal to Step 3 of the grievance procedure outlined in Article 11.

Documented verbal reprimands and written reprimands will not be subject to Step 4 (Arbitration) of the grievance procedure outlined in Article 11.

9.4 When the Employer (through its management agents) believes that an Employee is guilty of an act or omission for which disciplinary action above a written reprimand is warranted, the following steps shall apply:

a. The Employee will be promptly notified that he or she is accused of conduct for which discipline is contemplated and the Employee shall be advised of the nature of the alleged conduct and the nature of the evidence against him or her, the time and place of a conference with the Chief of Police, and his or her right to bring with him or her to the conference an OPBA representative.

b. At the conference with the Chief of Police, the charges will be stated to the Employee and the Employee shall have an opportunity to offer his explanation, defense, or mitigating circumstances.

c. At the conclusion of the conference, the Chief of Police shall do one of the following:

- (1) Dismiss the allegations as unfounded without record; or
- (2) Provide a written determination, including a specification of charges, upon the imposition of appropriate discipline of record.

d. If the employee does not accept the Chief's recommendation, he or she may grieve the determination to Step 3 of Article 11. Any agreement reached between the OPBA, the Employee, and the Employer at this stage shall be final and binding on the OPBA, the Employee, and the Employer and shall not be subject to further appeal.

e. If no agreement is reached, the Employee shall then have the right to submit the matter to arbitration in accordance with Step Four of the Grievance Procedure.

f. An Employee under investigation for commission of misconduct which would constitute a crime with respect to which "Miranda" warnings are required to be given, shall be advised, prior to questioning, of his or her "Miranda" rights. An Employee who is under investigation for misconduct which would not constitute criminal conduct subject to "Miranda" rights will be informed, prior to questioning, that he or she is the subject of an investigation, the nature of the suspected misconduct, and his or her right to have representation of their choice present during the questioning. The Employee, upon request, may obtain postponement of the questioning for a reasonable period not to exceed twenty-four (24) hours in order to arrange for representation to be present for the questioning if the Employee so desires.

Failure by an Employee to completely respond to a relevant question, after being informed of his or her Garrity rights and being ordered to do so, may be deemed refusal and may result in disciplinary action.

g. Interrogation, questioning, or interviewing of a bargaining unit member accused of misconduct shall be narrowly tailored in scope to the misconduct specifically alleged. In addition, interview sessions will be of reasonable length and shall accommodate personal necessities. Interviews shall be conducted during the Employee's working hours unless mutually agreed by the parties. Any tape recorded interviews will be copied and made available to the other party upon request.

h. These disciplinary procedures and the grievance and arbitration procedures of this Agreement are in lieu of the civil service laws and regulations under Chapter 124 of the O.R.C. and the City Charter pursuant to the provision of R.C. Section 4117.10(A).

i. As an alternative or in addition to the above, in the event of a serious incident, an internal investigation may be conducted by an investigative team chaired by the Chief of Police.

j. No Employee will be compelled to take a polygraph examination and/or a CVSA.

**ARTICLE 10**  
**PERSONNEL FILES**

10.1 Records of Disciplinary Actions:

a. Unfounded or unsubstantiated complaints against an Employee will not be placed in the Employee's personnel file.

b. Verbal Counselings and records of verbal counselings are not considered disciplinary actions, and will contain a statement to that effect.

c. Written reprimands, records of verbal reprimands and counselings, and all other Employer actions are permanent records.

d. An Employee's official personnel file shall be kept in the office of the City Manager and shall consist of all records from the Employee's initial date of employment with the Police Department.

e. For the sole purposes of discipline, grievance and arbitration procedures:

(1) Written reprimands and records of verbal reprimands and counselings will have no force and effect eighteen (18) months after the record was entered into the Employee's file, provided no other disciplinary actions, including written reprimands and records of verbal reprimands and counseling, have occurred during this eighteen (18) month period.

(2) Suspensions without pay of five (5) days or less will have no force and effect thirty-six (36) months after the record was entered into the Employee's file, provided no other suspensions without pay or demotions have occurred during this thirty-six (36) month period.

(3) Suspensions without pay in excess of five (5) days will have no force and effect seventy-two (72) months after the record was entered into the

Employee's personnel file, provided that no other suspensions or demotions have occurred during this seventy-two (72) month period.

f. Employees shall, upon request, be permitted access to his personnel files pertaining to employment.

g. Signatures on evaluations only reflect that the evaluation has been reviewed by the Employee and does not represent that the Employee agrees with its contents. The Employee shall receive a copy of the evaluation at the time of signing.



## **ARTICLE 11 GRIEVANCE PROCEDURE**

11.1 A grievance shall be described as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination, or any breach thereof, and shall be processed and disposed of pursuant to the steps set forth below, except that every grievance will start at the step above the step occupied by the person in the organizational hierarchy that made the decision that triggered the grievance procedure. However, in no event will a grievance be initiated at Step 4 of the grievance procedure.

a. Step 1:

Within a reasonable time, not to exceed 10 calendar days, excluding weekends and holidays, following the date of occurrence, an Employee having a grievance and/or his Union representatives shall put the grievance in writing and take it to the Supervising Lieutenant. The Employer shall give its answer to the Employee and/or his Union representative within 5 calendar days, excluding weekends and holidays, after the presentation of the grievance in Step 1. Within this 15 calendar day period, excluding weekends and holidays, the Employee is encouraged to seek to resolve his grievance on an informal basis.

b. Step 2:

If the grievance is not settled in Step 1, the grievance may, within 10 calendar days, excluding weekends and holidays, after the answer in Step 1, be presented in Step 2 in writing to the Police Chief or his designee and must contain a statement as to why the City's answer in Step 1 does not

resolve the grievance. At this time a Representative of the Union may be in attendance at a meeting where, if both parties agree, witnesses and/or evidence may be presented that relate to a resolution of the grievance. A grievance so presented in Step 2 shall be answered by the Employer within 5 calendar days, excluding weekends and holidays, after its presentation.

c. Step 3:

If the grievance is not settled in Step 2, the grievance may, within 10 calendar days, excluding weekends and holidays, after the answer in Step 2, be presented in Step 3 in writing to the City Manager or his designee and must be accompanied by a reason or reasons why the City's answer at Step 2 does not resolve the grievance. At this time a Representative of the Union may be in attendance at a meeting where, if both parties agree, witnesses and/or evidence may be presented that relate to a resolution of the grievance. A grievance so presented in Step 3 will be answered by the Employer within 5 calendar days, excluding weekends and holidays, after either its presentation to the City Manager or his designee, or the date of the meeting, whichever is later.

d. Step 4:

A grievance which has not been resolved in steps 1 through 3 may be referred to arbitration as set forth in the "Arbitration" Article of this Agreement.

11.2 Any disposition of a grievance from which no appeal is taken by the aggrieved Employee or the Union within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

11.3 Any grievance or appeal of a grievance that is not ruled upon by the Employer within the time limits herein shall be deemed denied and shall automatically proceed to the next step in this grievance procedure.

## **ARTICLE 12 ARBITRATION**

### **12.1   Procedure for requesting.**

a.       A grievance as defined in the “Grievance” Article of this Agreement, which has not been resolved thereunder and which a party wishes to take to Arbitration shall, within 10 calendar days, excluding weekends and holidays, after the completion of Step 4 of the Grievance Procedure, be referred for arbitration by either party to this Agreement by directing a written demand therefore to the Arbitration and Mediation Service (“AMS”) and by sending a copy of the notice to the other party.

b.       The arbitrator shall be a mutually agreed upon neutral third party selected from a list of 9 potential arbitrators furnished by AMS who maintain an office within one hundred and twenty-five (125) miles of the City of Monroe, Ohio. Selection shall be by virtue of the strike and rank method. The arbitration shall be conducted in accordance with AMS rules.

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

12.3   Binding effect. The award of the arbitrator hereunder shall be binding on the Employer, the Employee and the Union.

### **12.4   Powers of the Arbitrator.**

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

that the Employer has given the Union or Employees the required notice and permits the Union, upon request, to meet and confer with respect to the proposed rule.

b. This provision does not prevent an Employee disciplined by any such existing or future rule to grieve the application of that rule to his particular circumstances.

### **ARTICLE 13 MISCELLANEOUS**

13.1 OPBA Officials Roster. The OPBA shall provide the Administration an official roster of its officers and representatives within 30 days of the effective date of this Agreement. This roster will be updated within thirty (30) days of any change, and will include the following:

- a. Name
- b. Address
- c. Home Telephone Number
- d. Immediate Supervisor
- e. OPBA Office Held

The Administration agrees that this roster shall not be made available to the public by the Administration, that only Administration Employees with a legitimate need to know shall have access to the roster, and that unlisted home telephone numbers will not be shared with anyone outside the Administration. However, the parties recognize that the City may be required to disclose the OPBA officials roster pursuant to state or federal laws and that such disclosure made pursuant to such laws does not constitute a violation of any provision of this Agreement.

13.2 Purchase of Service Weapon. A member who honorably retires from active duty may purchase his/her service weapon from the Police Department if the member has twenty or more years continuous service with the Department. The cost of the service weapon shall be One Dollar (\$1.00). In addition, the Employee will be provided a retirement badge by the City at no cost to the Employee.

13.3 Cell Phone. All investigators/detectives, including any assigned to any taskforce, will receive the option of utilizing a cell phone provided and paid for by the City or may decline the

City-provided cell phone and receive a monthly stipend of Fifty-Two Dollars (\$52.00) to defray the cost of providing his or her own cell phone for utilization for departmental business.

## ARTICLE 14 WAGES

14.1 Rates of pay for Employees shall be in accordance with the step schedule attached as Appendix B, which rates will become effective beginning with the first full pay period after June 1, ~~2017~~2020. These rates of pay are subject to the conditions set forth below:

- A. Application of Hourly Rates. The hourly rates as set forth under this section are based on a 2080-hour work-year and shall be used to calculate salaries for hours actually worked or in paid status for the appropriate pay range and pay step.
- B. Step Increases. Step increases shall occur in accordance with the schedule in Appendix B. Level 2 increase occurs after successful completion of the Field Training Officer ("FTO") period. Step increases in Level 3, 4, and 5 shall occur on each Employee's anniversary date each year.
- C. Evaluations. All step increases will occur on the officer's anniversary date provided that the officer has one full year in service with the Monroe Police Department and has a satisfactory evaluation, including satisfaction of all departmental tardiness and attendance standards.
- D. Lateral Hires. Lateral hires may be placed at the step commensurate with their current salary and experience.
- E. Officer In Charge: Patrol officers, based upon a sergeant's absence, who are required to perform all sergeants' duties for 4 hours or more in a given work day shall receive Officer In Charge pay of \$2.00 per hour, retroactive to the first hour that the employee began to perform sergeant duties. Effective on the payroll beginning nearest to January 1, 2021, Officer In Charge pay shall be increased to \$2.50 per hour. In addition, Employees working a swing shift will not be eligible



to function as Officer In Charge and will be considered under the supervision of the Officer In Charge.

- F. Field Training Officers: All Field Training Officers (“FTO”) shall receive an increase stipend of \$1.50 for each such hour assigned and acting in the capacity as an FTO. An officer who is acting as Officer In Charge and performing duties as Field Training Officer shall receive only the highest value premium pay for the additional responsibilities at a given time.
- G. Benefits: All benefits that are affected by the mid-year start date of this Agreement shall be prorated accordingly.
- H. Patrol Officers who are assigned to second or third shift will be entitled to an hourly shift bonus of \$0.55, in addition to their regular hourly rate.

14.2 Specifications of the Pay Plan. The rate of pay for members affected by personnel actions listed below shall be as follows:

- A. Disciplinary Demotion. Whenever a member is demoted for disciplinary reasons, he shall be paid at the top step in the lower pay grade.
- B. Voluntary or Physical Disability Demotion.
  - (1) Whenever a member with regular full-time status requests and is granted a voluntary demotion, he shall be paid at the top step in the lower pay grade.
  - (2) Whenever a member with regular full-time status is given a demotion by reason of a service-connected physical disability, he shall be paid at the top step in the lower pay grade.
  - (3) Whenever a member is terminated due to either a lack of work and/or funds in one classification and is entitled to an automatic demotion to a

lower classification where he previously held regular full-time status, the rate of pay of the member shall be established as provided in (1) above.

- (4) Whenever a member is given a demotion due to a physical disability, his rate of pay shall be established as described in either (1) or (2) above, whichever is applicable.

- C. Re-appointment. Whenever a member is re-appointed to a position where he previously held regular full-time status, his rate of pay shall be that at which he was being paid at the time of his separation from that class with the approval of the Chief of Police.
- D. Re-employment. Whenever a member is re-employed by the City, his rate of pay shall be that at which he was being paid at the time of his separation from City employment, with the approval of the Chief of Police.
- E. Return From Military Leave. Whenever a member returns from military leave, he shall be restored to his former position at the step which corresponds to the step he received at the time of his departure and, in addition, shall be granted any increase in salary had he not entered the military.

## **ARTICLE 15 PROMOTIONS**

15.1 Promotions From Patrol Officer To Sergeant. All Sergeant positions in the City Police Department shall be filled from members already employed by the City in accordance with the following general guidelines. The following guidelines are to make sure that the process of promotion to Sergeant is fair and competitive for all officers employed by the City. To be qualified to be able to take part in the promotion process, an employee shall have completed two years service with the City as a full-time police officer. The following are the steps in the promotional process:

Step 1: Written exam (Employee must receive a passing score to proceed to the next step)

Step 2: Assessment Process (Assessment Process done by impartial outside agency)

Step 3: Administrative Interview Process.

Employees will receive a score in each of the processes listed above and the following weights will be applied to each step of the process to arrive at a final score: Written exam will count ~~60~~50%, Assessment Process ~~30~~40%, and the Interview Process 10%. The scoring of the Written exam, Assessment Process, and Interview Process, and the final selection to fill the position are not subject to the grievance procedure set forth in this Agreement. The Employer may select the appointee from any of the 3 highest scores. No extra points for seniority may be added to an individual's final score.

## **ARTICLE 16**

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

This Article is intended solely to define the currently expected hours of work, which shall be subject to change as the City determines in its discretion to be appropriate to meet operation conditions, and to provide the basis for the calculation and payment of overtime. It does not constitute a guarantee by the City that such hours or any overtime shall in fact be worked.

16.1 Definition. The workweek shall consist of four-eight and one half (8 1/2 ) hour workdays and two (2) days off. Absent emergency conditions regarding otherwise, days off shall always be consecutive days, though not necessarily in the same workweek.

16.2 Distribution of Overtime. The amount of overtime necessitated by call-back work and the Employees required to work such hours shall be established by the City, provided, however, that such overtime and call-back work will be distributed equitably and consistent with the needs of the Police Department. An overtime list will be utilized in an attempt to fill call-offs. When this procedure fails, the Employee with the lowest number of hours will be mandated to work. Off-going Employees may be held over until vacancies can be filled. Such overtime list will be zeroed out each January 1.

16.3 No Pyramiding. There shall be no duplication or pyramiding in the computation of overtime or other premium wages. Nothing in this Agreement shall be construed to require the payment of overtime and other premium pay more than once for the same hours worked.

16.4 Call-In Pay. Any Employee called in to perform work on a non-regularly scheduled duty day shall be compensated for a minimum of three (3) hours pay at the applicable straight time (or overtime, if applicable) rate for such work, unless the work is contiguous with the Employee's regularly scheduled work hours. Where the work is contiguous with the Employees regularly scheduled hours, the Employee shall be compensated for those hours actually worked.

16.5 Basis for Computing Overtime and Premium Pay. Overtime pay will be earned and computed consistent with the following:

a. A 5 & 2 schedule Employee of the Police Department will receive overtime compensation for all hours worked in excess of 80 hours per 14-day work period. The overtime rate of pay will be one and one-half (1-1/2) times the Employee's hourly pay rate, as defined by the Fair Labor Standards Act.

A 4 & 2 schedule Employee of the Police Department will receive overtime compensation for all hours worked in excess of regularly scheduled hours during the two week pay period, not including sick time off as set forth in 16.5-b of this contract. The overtime rate of pay will be one and one-half (1-1/2) times the Employee's hourly pay rate, as defined by the Fair Labor Standards Act

b. As used in this section, hours worked shall be defined as set forth in the Fair Labor Standards Act, as amended, except that vacation, holiday and personal days, as paid time off, shall count toward that calculation of the overtime threshold referenced in paragraphs 16.5 a. and c., hereof beginning effective the pay period commencing nearest January 1, 2006..

c. The overtime threshold reference in paragraph 16.5 a., above, shall be reduced to eighty (80) hours for the pay period commencing nearest January 1, 2006.

16.6 Exchange of Shifts. Employees shall have the right to temporarily exchange shifts when the exchange does not interfere with the operation of the Police Department, subject to approval by the Police Chief or ~~Supervising Lieutenant~~his designee, and provided that the exchange does not result in the payment of overtime to the parties involved. This shall be limited to no more than 5 exchanges per month. An exchange request shall be authorized at least 3 days prior to the first exchanged date. Supervisory Employees may only exchange with supervisory Employees

and non-supervisory Employees may only exchange with non-supervisory Employees, except when the non-supervisor Employee would otherwise be assigned the duties of Officer in Charge (O.I.C.). The Police Chief or ~~Supervising Lieutenant~~this designee may refuse an exchange request if the request would affect services to the City.

16.7 Shift Changes. The Employer, under ordinary circumstances, will not change shifts more than (4) times per calendar year.

16.8 Notwithstanding paragraph 16.5 above, officers “frozen over” (held over unexpectedly from their scheduled shift due to the absences of an officer scheduled for their relief) will be entitled to overtime, at time and one-half (1 ½) their regular rate, for consecutive hours worked beyond 8 hours for 5 & 2 employees and 8 ½ hours for 4 & 2 schedule employees or the length of the next shift. This provision shall not apply to regularly scheduled double shifts.

16.9 Notwithstanding the provisions of paragraph 16.8, third shift officers may only be involuntarily “frozen over” for a period not to exceed four (4) hours, with the exception of regularly scheduled double shifts. In the event a third shift officer declines to work a consecutive frozen over eight (8) hour shift, the City retains the option of not staffing the remainder of such following shift.

16.10 Compensatory Time.

a. All overtime work shall be compensated, at the Employee’s election, either at the rate of one and one-half (1½) the Employee’s regular rate of pay, or in compensatory time accrued at the same rate, which may be accrued and used up to a maximum of fifty (50) hours ~~per calendar year~~. All OVI Grant hours worked by officers, due to Grant wording, must be taken as overtime pay and not to be taken as compensatory time (per 4/16/12 MOU).

b. Compensatory time pursuant to the minimum standards of the Fair Labor Standards Act ("FLSA") shall be granted according to law, provided forty-eight (48) hours advance notice is given by the Employee. Compensatory time earned in excess of the minimum standards of the FLSA shall be granted, provided forty-eight (48) hours advance notice is given by the Employee, and provided that the City will not incur overtime liability as a result of honoring the compensatory time request. The notice provisions of this section may be waived upon mutual agreement of the parties.

c. Employees may choose to receive pay for any and all accumulated compensatory time once annually, by notifying the Employer of his or her desire to be paid for a designated amount of compensatory time ~~prior to November 1 of each calendar year~~. The payment will be made to the Employee ~~in the first pay period in December~~ within thirty (30) days of receiving the request.

16.11 If an officer is switched from a 4 & 2 to a 5 & 2 schedule or a 5 & 2 to a 4 & 2 schedule mid-year, efforts will be made to prorate benefits to the fairness of the employee and the City so as to not short the employee of benefit hours.

**ARTICLE 17**  
**CLOTHING AND EQUIPMENT ALLOWANCE**

17.1 Initial Issue. Upon appointment, each recruit shall receive a full issue of uniforms and equipment from the City. All such purchases shall be made by the Monroe Police Department. See Appendix A for list of equipment that shall be provided by the City, and items that can be purchased out of clothing allowance. The City will maintain ownership of all items provided by the City.

17.2 Annual Allowance.

a. Patrol officers. Patrol officers in the bargaining unit shall, one year after their initial issue following hire, receive an annual uniform and equipment allowance not to exceed One Thousand Dollars (\$1,000.00) per year, effective June 1, 2014, on a pro-rata basis. This allowance shall be paid in May annually. All such uniform purchases shall be made by the Employee from vendors approved by the City or from other vendors, provided that the Employees obtain the specific items (brand type, item model number, etc.) as determined by the Chief. No substitute items shall be acceptable. The City will maintain ownership of all items purchased with allowance money that is provided to Employees under this section that bear the insignia or any other mark of the City of Monroe Police Department.

All uniforms and civilian clothing is subject to inspection and approval by the Chief or designee.

17.3 Lost or Damaged Uniforms and Equipment. The City will replace or repair, at the discretion of the Chief, any damaged department property or equipment, including members' uniforms, provided the loss or damage is not the result of the members' intentional abuse or gross negligence, which shall be determined at the sole discretion of the Chief.



17.4 Damaged Eyeglasses or Watches. Eyeglasses or watches which are lost or damaged while the bargaining unit member is engaged in the performance of their duties shall be compensated for by the City at the current rate of replacement up to a limit of two hundred (\$200) dollars. For an affected Employee to afford themselves the benefit of this reimbursement, the Employee shall provide the Employer a written explanation of the incident that gave cause for such loss or damage. Upon receiving such signed report, the Employer shall include the proper amount of funds to comply with the requested reimbursement in the Employee's next pay. Such reimbursement shall be made no more than once in any twelve (12) month period. This section shall also apply to the replacement for loss or damaged contacts worn by officers.

17.5 Dry Cleaning. Special cleaning will be provided for uniform items that have been soiled by human/bodily fluids or chemicals. The Chief will determine whether this paragraph applies to a particular item of clothing.

17.6 Bullet Proof Vests. Bullet proof vests shall be replaced by the City once the manufacturer's warranty period expires or as otherwise determined by the Chief of Police.

## ARTICLE 18 HOLIDAYS

18.1 The following shall constitute legal holidays for all ~~5 & 2 schedule~~ bargaining unit Employees:

New Years Day  
Martin Luther King Day  
Presidents Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve Day  
Christmas Day

~~The following shall constitute legal holidays for all 4 & 2 schedule bargaining unit Employees:~~

~~New Years Day  
Martin Luther King Day  
Presidents Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve Day  
Christmas Day~~

~~18.2—~~

18.2 For purposes of holiday pay, all ~~5 & 2 Employees shall receive eight (8) hours of compensatory time off to be used at a later date for each of the holidays in Section 1 above. An Employee who is required to work on Thanksgiving, Christmas, or New Years Day shall receive pay for the hours worked on the holiday at a rate of time and one half his regular rate. To qualify for holiday pay, an Employee must work all of his scheduled hours of his last regular work day prior to the holiday, the holiday, and all of his scheduled hours on the first scheduled work day~~

~~immediately following the holiday, unless his absence from work is due to illness or injury, in which event a physician's certificate will be required.~~

~~For purposes of holiday pay, all 4 & 2~~ Employees shall receive eight and one-half (8 1/2) hours of compensatory time off to be used at a later date for each of the holidays in Section 1 above, regardless of the schedule the Employee is placed on. An Employee who is required to work on Thanksgiving, Christmas, or New Years Day shall receive pay for the hours worked on the holiday at a rate of time and one-half his regular rate. To qualify for holiday pay, an Employee must work all of his scheduled hours of his last regular work day prior to the holiday, the holiday, and all of his scheduled hours on the first scheduled work day immediately following the holiday, unless his absence from work is due to illness or injury, in which event a physician's certificate will be required.

18.3 Employees shall be permitted to either carryover or cash out up to 40 hours of holiday compensatory time at the end of the calendar year. The carryover option will be the default; employees electing a cash out must submit a request by December 1. Cash outs will be paid in January to allow verification of year end balances.

## ARTICLE 19 VACATIONS

19.1 Amount of Vacation. Each member of the bargaining unit shall have earned and be entitled to vacation leave with pay, at his regular rate according to the following schedule:

| <u>Years of Service</u> | <u>Annual Accrual</u> <del>(5 &amp; 2 Schedule)</del> |
|-------------------------|-------------------------------------------------------|
|-------------------------|-------------------------------------------------------|

|                   |              |
|-------------------|--------------|
| <del>0 to 1</del> | <del>0</del> |
|-------------------|--------------|

|                    |               |
|--------------------|---------------|
| <del>After 1</del> | <del>80</del> |
|--------------------|---------------|

|                     |                |
|---------------------|----------------|
| <del>After 5*</del> | <del>120</del> |
|---------------------|----------------|

|                     |                |
|---------------------|----------------|
| <del>After 10</del> | <del>160</del> |
|---------------------|----------------|

|                     |                |
|---------------------|----------------|
| <del>After 15</del> | <del>180</del> |
|---------------------|----------------|

|                     |                |
|---------------------|----------------|
| <del>After 20</del> | <del>200</del> |
|---------------------|----------------|

| <u>Years of Service</u> | <u>Annual Accrual</u> <del>(4 &amp; 2 Schedule)</del> |
|-------------------------|-------------------------------------------------------|
|-------------------------|-------------------------------------------------------|

|        |   |
|--------|---|
| 0 to 1 | 0 |
|--------|---|

|         |    |
|---------|----|
| After 1 | 85 |
|---------|----|

|          |       |
|----------|-------|
| After 5* | 127.5 |
|----------|-------|

|          |     |
|----------|-----|
| After 10 | 170 |
|----------|-----|

|          |     |
|----------|-----|
| After 15 | 190 |
|----------|-----|

|          |       |
|----------|-------|
| After 20 | 212.5 |
|----------|-------|

19.2 Effective January 1, 2018, Employees shall accrue vacation benefits each year on the anniversary date of hire.

- Newly hired Employees must complete field-training prior to use of any vacation time.
- Employees may use earned vacation time while on probation.

19.3 Scheduling of Vacations. Vacation periods shall be determined by the Chief or Supervising Lieutenant, who must act in a reasonable manner and not in an arbitrary and/or capricious manner. There will be a reasonable effort to set available periods during the summer months if possible, considering seasonal department work loading. Choice of vacation dates during vacation periods shall be by seniority with conflicts to be determined in the interest of the Chief of Police.

a. Minimum Notification for Vacation (MNV). Minimum Notification for Vacation (MNV) (defined as vacation requests made with less than 7 days notice) shall be scheduled through and authorized by the on duty supervisor and the Chief of Police or his representative. These MNVs must be requested and approved at a minimum of 4 hours before the Employee is scheduled to work. The supervisor, prior to approval, will assess manpower needs and shift coverage. MNV can be used for up to one entire shift. MNV can only be used by Employees up to three (3) times a calendar year.

19.4 Minimum Vacation Period. Eligible Employees may take their vacations in minimum increments of not less than four (4) hours. The Chief shall schedule vacation leave, and the City Manager or his designee shall approve an Employee's vacation request.

19.5 Pay for Accumulated Vacation. An Employee in full-time status who is to be separated from the City service through resignation, retirement or layoff and who has unused vacation leave to his credit, shall be entitled to compensation at this current rate of pay for all lawfully accrued and unused vacation leave to his credit at the time of separation, consistent with the limitations of this Article.

An Employee in full-time status who is to be separated from service through removal for cause, and who has unused vacation leave to his credit, shall not be entitled to compensation for accrued and unused vacation leave to his credit at the time of separation.

19.6 Vacation Buy-Back. Employees shall have the option to submit for vacation buy-back up to ~~80 hours for those working the 5 & 2 schedules and 85 hours for those working the 4 & 2 schedule~~ of their accumulated vacation time once per year. Buy-back will be paid at the Employee's straight time rate and will be payable within thirty (30) days from approval of the request. This benefit may be suspended by the City Manager, in his sole discretion, should the City cash flow needs dictate.

19.7 Vacation Accrual Limits. Employees shall be permitted to allow vacation leave to accrue to their credit in an amount up to 240 hours in addition to their current accrual rate. Employees shall forfeit their right to take or be paid for any vacation leave to their credit which is in excess of this limit. Such excess shall be eliminated from the Employee's balance.

19.8 Prior Service. Notwithstanding the provisions of Ohio Rev. Code § 9.44, an Employee shall not be permitted to transfer accumulated vacation leave credits from prior service at a previous place of employment with the State or any of its subdivisions.

19.9 Personal Days. ~~5 & 2 schedule~~ Employees shall be entitled to two personal days (~~16 hours~~) per year, in addition to vacation, which may be used with the approval of the Chief of Police upon 24 hours notice, or 4 hours notice in the event of emergency or unforeseen circumstances. Said approval may not be unreasonably denied.

~~4 & 2 schedule Employees shall be entitled to two personal days~~ (up to 17 hours) per year, in addition to vacation, which may be used with the approval of the Chief of Police upon 24

hours notice, or 4 hours notice in the event of emergency or unforeseen circumstances. Said approval may not be unreasonably denied.

## ARTICLE 20 SICK LEAVE

20.1 Sick Leave Accrual. All ~~5 & 2 schedule Employees shall accrue sick leave at the rate of ten (10) hours for each month worked, and any sick leave accrued, but not used or converted as hereinafter provided, in any year shall be accrued in succeeding years without limit.~~

~~All 4 & 2 schedule~~ Employees shall accrue sick leave at the rate of 10.625 hours for each month worked, and any sick leave accrued, but not used or converted as hereinafter provided, in any year shall be accrued in succeeding years without limit.

20.2 Use of Sick Leave. An Employee eligible for sick leave shall be granted such leave with full normal pay, to be scheduled by the department or division head and to be approved by the City Manager or his designee, for the following reasons:

- a. Personal illness or physical incapacity due to pregnancy, injury or contagious disease;
- b. Illness of a member of the Employee's immediate family requiring the Employee's personal care and attendance; sick leave may also be used for up to five (5) calendar days absence at the time of birth of an offspring and subsequent convalescence of the Employee's spouse;
- c. Enforced quarantine of the Employee in accordance with the community health regulations.

20.3 Sick Leave Verification. At least one (1) hour before the start of his/her assigned shift, an Employee shall inform his/her immediate supervisor of the fact that they are reporting off sick. The exception to the foregoing is when there is a provable inability to make a telephone call. Except in cases of suspected abuse of sick leave, ~~a 5 & 2 schedule Employee will not be routinely required to furnish, upon returning to duty, a physician's certificate evidencing that the~~



~~absence was for one of the reasons set forth in Section 2 above, or absences of sixteen (16) consecutive duty hours or less. A 5 & 2 schedule Employee may be required to furnish a physician's statement, stating the nature of the illness and the date the Employee may return to work, following an absence in excess of sixteen (16) hours or more.~~

~~Except in cases of suspected abuse of sick leave, a 4 & 2 schedule~~[an](#) Employee will not be routinely required to furnish, upon returning to duty, a physician's certificate evidencing that the absence was for one of the reasons set forth in Section 2 above, or absences of seventeen (17) consecutive duty hours or less. ~~A 4 & 2 schedule~~[An](#) Employee may be required to furnish a physician's statement, stating the nature of the illness and the date the Employee may return to work, following an absence in excess of seventeen (17) hours or more.

Furthermore, on and after an Employee's sixth (6<sup>th</sup>) sick leave occurrence as defined in paragraph 20.5, below, furnishing a physician's statement shall be mandatory.

Sick leave taken on the Employee's scheduled shift immediately before or immediately after a holiday will require a physician's certificate before any sick leave will be paid.

An Employee using sick leave is required to fill out, sign and submit the City form justifying the use of sick time, before receiving pay for the time used.

The falsification of the City sick leave form or a physician's certificate shall subject the Employee to disciplinary action, up to and including discharge.

20.4 Abuse of Sick Leave. Grounds for suspicion shall include, but not limited to, information received by the City that the Employee is, or was, during any day for which sick leave is claimed:

- a. Engaging in other employment;
- b. Engaging in physical exercise or recreation;
- c. Present in a tavern or other place inconsistent with a claim of illness or injury;

d. Absent from home or place of confinement or convalescence when called or visited by representatives of the City, except in cases where the Employee can produce verification (such as a hospital or medical clinic admission or treatment slip or a receipt for the purchase of medicines from a pharmacy or reasonable explanation) that his absence was for reasons directly related to the treatment of his/her illness or injury.

e. Using sick time in a manner that reflects a pattern of use that may be inconsistent with legitimate use.

20.5 Sick Leave Occurrences. An Employee who has eight (8) or more sick leave occurrences in a twelve (12) month period shall be compensated for sick leave for the first day of usage for the ninth (9<sup>th</sup>) occurrence and subsequent occurrences at 80% of the Employee's regular rate of pay. (Example: An Employee misses two (2) days and this is the ninth (9<sup>th</sup>) occurrence in less than a twelve-(12) month period. The Employee will receive sick leave compensation for each day missed at 80% of his/her regular rate of pay for each day of the ninth (9<sup>th</sup>) and subsequent occurrences not to exceed six (6) such days in a twelve (12) month period.) Exceptions to the occurrence rule would be an Employee off under a qualified Family Medical Leave Act usage or being off due to a work related injury as qualified in the Injury Leave Article.

Sick Leave Occurrences are defined as separate occurrences where an Employee reports off work for illness or non-work related injury. (Example: An Employee reports off work for two days, that is one occurrence, then returns to work and sometime later reports off work again, that is a second occurrence and so on.)

20.6 Minimum Charge to Sick Leave. Absence for a fraction of a day that is chargeable to sick leave in accordance with these provisions shall be charged in increments of not less than two

(2) hours. Employees who, after reporting to work, are then sent home on sick leave shall be charged for actual time absent.

20.7 Sick Leave Credit on Return to Service. An Employee who is laid off or on unpaid disability leave will, upon reinstatement to service, be credited for any unused sick leave existing at the time of his layoff or leave.

20.8 Sick Leave Credit Upon Transfer. Upon transfer from one division or department to another, unused sick leave shall be available for the transferred Employee's use.

20.9 Payment of Sick Leave to Members Killed in Line of Duty. If an Employee is killed in the "line of duty," the City shall pay the Employee's surviving spouse, or, if there is no surviving spouse, the Employee's estate, all of the Employee's accrued, unused sick leave as of the Employee's date of death. For the purpose of this Section, "line of duty" means that the Employee was performing official department business at the time of his death, or the Employee's death proximately resulted from the member's performance of his/her lawful duties as a Police Officer.

20.10 Workers' Compensation. No Employee may receive payment from the City for sickness or injury if he is receiving Workers' Compensation for the same purpose. Therefore, once a Workers' Compensation claim has been approved the Workers' Compensation checks will be signed by the Employee and turned over to the City. The City shall continue to pay the Employee his/her regular paycheck during this period of time.

20.11 Pay for Accumulated Sick Leave. All Employees, at the time of their retirement or resignation in good standing, with ten (10) or more years of service, shall receive payment based on the Employee's rate of pay at retirement or resignation for accrued but unused sick leave up to the following maximum accruals:

a. One-fourth ( $1/4$ ) of the Employee's accrued but unused sick leave, up to a maximum accrual of 600 hours.

b. One-third ( $1/3$ ) of the accrued but unused sick leave in excess of 600 hours.

c. In no event shall sick leave be permitted to accrue in an amount greater than 1,000 hours.

d. If an Employee is separated from employment through a removal for cause and has unused sick leave to his credit, he shall not be entitled to compensation for accrued and unused sick leave to his credit at the time of separation.

20.12 The occurrence program set forth in paragraph 20.5 shall not apply to Employees who reach and maintain in excess of six hundred fifty (650) accumulated sick leave hours.

## **ARTICLE 21 INJURY LEAVE**

21.1 Each full-time bargaining unit Employee shall be entitled to occupational injury leave (OIL) to a maximum of one hundred twenty (120) calendar days for each qualifying injury. OIL shall be granted to an Employee who suffers an on-the-job injury or illness from an identifiable incident that occurred in the course of performance of his/her official duties within the scope of his/her employment with the Employer and who is off work due to said injury for five consecutive shifts. This wait period may be waived in the sole discretion of the City Manager.

21.2 In the event of a service-connected injury or illness incurred in the active discharge of duty, which injury is not the result of gross negligence, recklessness, self-infliction, or “horseplay” by the Employee, the Employer shall grant the Employee full pay for a period not to exceed one hundred twenty (120) calendar days. This time shall not be charged to the Employee’s sick time.

21.3 An Employee applying for OIL hereunder shall authorize the release to the Employer of all medical information pertinent only to the occupational injury possessed by the Employee’s treating physician(s) and the treatment facility(ies), if so requested by the Employer or its designee, and/or shall agree to be examined by a licensed medical practitioner selected and paid for by the Employer. At that time, the physician shall also document an estimated return to work date for the injured Employee.

21.4 Any Employee claiming an occupational injury or illness under this Article shall file a claim with the Ohio Bureau of Workers’ Compensation (OBWC) as soon as possible. Upon approval of the claim by OBWC, an OIL granted after the fifth consecutive shift absence shall be made retroactive to the first day of absence, and any sick leave or vacation used by the Employee during the first five work days of absence shall be restored to his/her credit. The Employee shall

remit to the Employer all income benefits paid by OBWC for the period during which the Employee received full pay from the Employer while on OIL. In the event the claim is denied by OBWC, the Employee shall revert to sick leave status and shall be charged with sick leave and/or vacation leave for all time paid by the Employer for OIL.

21.5 The Employee must report to the City Manager, or his designee, once a week, or otherwise approved timeframe by the City Manager, during OIL. During the period of OIL, there shall be no employment outside of the Employee's home. If the Employee will be working from his home or from a charitable or civic organization he/she will have to receive prior approval from the City Manager, or his designee.

21.6 It is understood and agreed that the Employer's obligation under this Article is only the Employee's regular rate of pay. If the Employee elects not to accept OIL, the City will not be obligated to compensate the Employee over the amount paid by OBWC. The Employee will also be responsible for paying any portion of Health Care Benefit normally responsible for under this contract and will be invoiced that amount by the City monthly.

21.7 In lieu of granting OIL, the Employer may assign the Employee to transitional work with the approval of, and within the limitations set by, the Employee's treating physician or physician selected and paid for by the Employer. It is strictly the management right of the Employer to determine if transitional work is available.

21.8 No entitlement to OIL shall arise from a personal injury sustained while an Employee is engaged in outside employment of any nature, whether or not such employment is in a law enforcement related field.

21.9 Before an Employee on injury leave will be permitted to return to duty, he/she shall submit to the City Manager's office a physician's statement and any other required documentation

concerning the injury, demonstrating his/her physical ability to satisfactorily perform the duties of his/her position. Additionally, the City Manager may require the Employee to submit to an examination by a physician selected by the City, at the City's expense, if there is any question about the Employee's ability to return to duty.

21.10 The Union and Employees agree with the Employer's Transitional Work Policy, if any, which shall not be limited in any way by this Agreement.

21.11 The Employee will be required to attend all scheduled meetings, unless his/her absence from the meeting has been approved by the Chief of Police, or his designee or the Employee is excused by his or her treating physician. The Employee on OIL will not receive overtime, for attending scheduled meetings, consultations, etc.

**ARTICLE 22**  
**BEREAVEMENT LEAVE, MILITARY LEAVE, JURY LEAVE AND OTHER LEAVE**

**22.1 Funeral Leave.**

a. Any 5 & 2 schedule employee may be granted usage of funeral leave, upon scheduling by the Chief and upon approval of the City Manager or his designee, for a maximum of five (5) days in the event of a death of an immediate family member. Any 4 & 2 schedule employee may be granted usage of funeral leave, upon scheduling by the Chief and upon approval of the City Manager or his designee, for a maximum of four (4) days in the event of a death of an immediate family member. For purposes of this policy, the “immediate family” is defined as mother, father, child (including step-child), spouse, grandparents, siblings, grandchildren, stepparents, stepchildren, step siblings, or legal guardian or other person who stands in place of the Employee’s parent.

b. Any regular full-time Employee may be granted usage of funeral leave, upon scheduling by the Chief and upon approval of the City Manager or his designee, for a maximum of three (3) days in the event of a death of the following family members: brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, aunt or uncle.

c. One (1) day of funeral leave may be granted by the City Manager or designee for the death of any legal relative or member of the Employee’s household other than those listed above.

d. Funeral leave may be used to grieve, to attend the funeral, make funeral arrangements or attend to other matters directly related to the funeral.

**22.2 Military Leave.** Military leave shall be in accordance with applicable federal, state, and local laws.



22.3 Jury Leave. The City shall grant full pay to an Employee who is summoned for jury duty or subpoenaed as a witness by any court or other adjudicatory body in cases that arise from a bargaining unit Employees employment with the City. All compensation for such duty must be reimbursed to the City, unless such duty is performed totally outside normal working hours. The City will not pay Employees for court appearances in connection with the Employee's personal matters. This includes, but is not limited to proceedings related to personal traffic citations, divorce proceedings, custody, and juvenile proceedings. If absence from work is necessary for personal matters, the Employee may use vacation time or take an unpaid leave, however, the Employee must request prior approval for this leave to be granted.

22.4 Other Unpaid Leave. In addition to leave specifically addressed in this Agreement, the City Manager, at his sole discretion, may authorize other leaves of absence without pay. The City Manager's decision to grant or not grant a leave of absence not addressed in this Agreement is not grievable.

## **ARTICLE 23 INSURANCE**

23.1 Insurance. The City shall offer a group health care, vision, and dental care insurance program to Employees, equivalent to that offered to other City Employees.

23.2 Health and Dental Care Insurance Premiums. Effective June 1, 2017, the Employee's premium share for health care and dental shall be 17% for the duration of this Agreement.

23.3 Insurance – General Provision.

a. With respect to all insurance coverage provided to Employees, the City retains the right to change insurance carriers or self-insure all or any portion of the benefits as long as the level of benefits remain substantially the same.

b. A difference between any Employee (or his beneficiary) and the insurance carrier(s) or the processor of claims shall not be subject to the grievance procedure provided for in any collective bargaining agreement between the City and the Union. The City will, however, designate representatives who will be available for consultation with claimant Employees (or with a designated Benefit Claim Representative of the Union), so that a full explanation may be given with respect to the basis of disposition of claims.

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

d. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder.

23.4 Availability of Group Coverage. Group coverage shall become available to new members of the bargaining unit upon their application, as of the beginning of the following month or as soon thereafter as coverage under the City's policies can be effectuated.

23.5 If the Employer offers an alternative "buy-up" plan, in addition to the Employee premium share provided in paragraph 23.2, above, Employees selecting such buy-up plan, as the name indicates, shall pay any additional cost incurred by the City between the City's base plan and the buy-up plan.

23.6 Life Insurance. The Employer shall provide and pay for term life insurance coverage for all Employees in the amount of \$25,000.

23.7 Employees who waive healthcare, dental and vision insurance coverage, upon proof of coverage elsewhere, shall be paid a lump sum of \$2,500 for a single plan and \$3,500 for a family plan on the first pay date in November of each plan year.

23.8 Effective January 1, 2015, health insurance coverage for spouses of Employees will be provided upon certification by the Employee that the Employee's spouse is not eligible for insurance coverage from the spouse's employer, subject to the following:

a. In order for a working spouse or adult child to be ineligible for the City of Monroe's health plan, the following situations must apply. First, the working spouse must work thirty (30) or more hours per week, the employer must pay 50% or more of the employee only premium and the plan must meet the Affordable Care Act standards. Spouses who work less than thirty (30) hours, are offered a substandard plan or pay more than 50% of the employee only rate are eligible for the City of Monroe's plan.

b. In order for a working adult child to be ineligible for the City of Monroe's health plan, the following situations must apply. First, the adult child has to be 19 years of age or older.

Under certain situations in the State of Ohio, dependent child(ren) can remain on their parent's plan until age 26, or even 28, with further restrictions. Second, the working adult child must work thirty (30) or more hours per week, their employer must pay 50% or more of the employee only premium and the plan must meet the Affordable Care Act standards. Adult children who work less than thirty (30) hours, are offered a substandard plan or pay more than 50% of the employee only rate are eligible for the City of Monroe's plan.

c. This Working Spouse/Adult Dependent Child Carve Out Policy only applies to spouses and children who are actively at work at an employer group. It does not apply to self-employed spouse/children who have an individual medical plan (non-company sponsored), receive health insurance through a company or government retirement plan, Medicare or COBRA.

## **ARTICLE 24 SAFETY AND HEALTH**

24.1 The City and the Union shall cooperate fully to maintain the highest standard of safety and health in the Police Department in order to eliminate as much as possible accidents, deaths, injuries, and illness in the Police Department.

24.2 The Police Chief or Supervising Lieutenant shall have discretion to remove apparatus from service if in his opinion the mechanical condition of the apparatus warrants removal and he has inspected and filled out the proper paperwork. The final decision and responsibility as to the serviceability of a piece of equipment will rest with the Police Chief.

24.3 The City will agree that blood tests for carbon monoxide poisoning will be provided upon request for any Police Officer treated in a hospital for inhalation of an irrespirable atmosphere and the Police Officer will be given a report of the test upon request. The City will pay any legitimate cost for blood tests not covered by medical insurance or Worker's Compensation as deemed necessary by medical personnel.

24.4 The Chief of the Police Department will determine the types, quality and quantity of all equipment issued for use in the Department. Patrol vehicles will, at a minimum, include shotgun, shotgun racks and plexiglass screens. Where such items are not present, they will be installed or replaced within a minimum of six months.

24.5 There shall be two members from the Police Department appointed to the City-wide Safety Committee. One shall be designated by the Police Chief; the other shall be a Union member designated by the Police Chief.

24.6 The City will continue to furnish safety apparel and equipment consistent with the Ohio Industrial Commission Standards.

24.7 The City will provide, upon request by any member of the Police Department, an inoculation for prevention of Hepatitis, Type B.

24.8 Upon written request, damaged safety equipment and apparel shall be sent for repair and replaced within ten (10) working days after examined by the Police Chief.

24.9 The City will provide, upon request, within a reasonable time, a test for any Employee that through documentation has been exposed to a serious infectious disease, such as AIDS, meningitis, etc. while performing his duties as deemed necessary by medical personnel. The City will pay any legitimate cost for the test not covered by medical insurance or workers' compensation, as well as reasonable expense.

24.10 The City will endeavor to schedule three officers per shift and endeavor to maintain a minimum of two officers at all times per shift.

**ARTICLE 25**  
**RESIDENCY**

As a condition of continued employment, Employees must reside within twenty-five (25) miles of the City of Monroe Police Headquarters. Newly hired Employees must relocate within thirty (30) days of the completion of their probationary period.

**ARTICLE 26**  
**DRUG FREE WORKPLACE**

The Union agrees with and supports the City's drug testing program and is committed to ensuring a safe, drug free workplace. To achieve that goal, the Union hereby agrees to adhere to a drug testing policy in place at the ratification of this Agreement or that is developed by the City hereafter. Implementation of a drug testing policy or any major changes to the City's drug testing program shall be first submitted to the Union for its consideration prior to such implementation or change.



**ARTICLE 27**  
**MODIFICATION, SEPARABILITY AND CONFLICT OF LAWS**

Unless otherwise specifically provided herein, the provisions of this Agreement shall be conclusive as to all bargainable matters relating to wages, hours of work, and working conditions as more fully set forth herein. Therefore, the Employer and the Union, for the term of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or governed by the Agreement unless the Employer and the Union mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.

Should any provision of this Agreement be found to be illegal or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any Article or Section of this Agreement, the parties may agree to meet, if a meeting is requested in writing, within 30 days of such request for the purpose of renegotiating said Article or Section.

The parties agree that this Agreement will be the sole and exclusive recourse available to Employees and the parties hereto, and where provisions of this Agreement conflict in any manner with otherwise applicable provisions of Ohio law, this Agreement shall prevail pursuant to Ohio Revised Code Section 4117.10(A).

## **ARTICLE 28 OUTSIDE EMPLOYMENT**

At the sole discretion of the Police Chief, Employees may hold outside employment so long as they meet the performance standards of their job with the Employer. The outside job shall not conflict with the Employee's duties as a member of the Police Department. Employees shall consider the impact that outside employment may have on their health and physical endurance. All Employees will be judged by the same performance standards and will be subject to the Employer's scheduling demands, regardless of any existing outside work requirements.

If the Police Chief determines that an Employee's outside work interferes with his performance or the ability to meet employment requirements of the Police Department, the Employee may be required to terminate the outside employment if he desires to retain Police Department employment.

Outside employment that constitutes a conflict of interest is prohibited.

The Injury Leave Article of this Agreement shall not apply to Employees who are injured during outside employment.

This Article is not intended to prohibit paid employment with the Police Union.

## **ARTICLE 29 SENIORITY**

29.1 Definition. Seniority shall be defined as the length of continuous service measured in years, months and days that an Employee has accumulated as a full-time Employee in the service of the Police Department.

29.2 Accrual.

a. An Employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the first day the Employee reported for work.

b. Seniority shall accrue during a continuous authorized leave of absence without pay up to six (6) months or for the period of an approved maternity leave, provided that the Employee returns to work immediately following the expiration of such leave of absence or maternity leave; and during a period of continuous layoff not to exceed 6 months, if the Employee is recalled into employment; and during a sick leave of up to 12 months.

29.3 Loss of Seniority. An Employee's seniority shall be lost and employment terminated when he:

- a. terminates voluntarily;
- b. is discharged for cause;
- c. exceeds an official leave of absence;
- d. is laid off for a period of more than 1 year if the Employee has less than 5 calendar years seniority; or is laid off for a period of more than 2 years if the Employee has more than 5 calendar years seniority (during such periods of layoff the Employer will not hire new Employees);
- e. fails to notify the Employer in writing of his intent to return to work on a recall from layoff, within 5 days after the Employer has sent notice to him to return by letter or

telegram with a copy to the Union to the last address furnished to the Employer by the Employee. It shall be the responsibility of the Employee to advise the Employer of his current address.

29.4 Application. Seniority shall apply in layoffs and recalls and for scheduling of vacations as provided in the general orders, rules, regulations and procedures of the Employer.

29.5 Layoff: In the event of a layoff, probationary Employees will be laid off first without regard to their individual periods of employment. Non-probationary Employees shall be laid off next in order of their seniority. In the event a Sergeant becomes subject to layoff, he/she shall be permitted to take a position as a police officer. Recalls shall be made by seniority when the former position as a Sergeant become available again.

29.6 Recall. Whenever a vacancy occurs in a position for which a laid off Employee is qualified, such Employees shall be recalled in accordance with their seniority in the reverse order in which they were laid off.

**ARTICLE 30**  
**WAIVER IN CASE OF EMERGENCY**

30.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Butler County Sheriff, the City of Monroe, or the Federal or State Legislature, such as for Acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- a. Time limits for the processing of grievances; and
- b. All work rules and/or agreements and practices relating to the assignment of Employees.

30.2 Upon the termination of the emergency, should a valid grievance exist, it shall be processed in accordance with the provision outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they had properly progressed prior to the emergency.

## **ARTICLE 31 CANINE OFFICER**

The City and the Union hereby agree to the following terms and conditions of employment for the officer assigned duty as canine officer for the period of ninety (90) calendar days following the acceptance by the City and ratification by the Bargaining Unit. During this ninety (90) day period, the parties shall attempt to reach a Memorandum of Understanding modifying the terms of this Article.

31.1 The canine will be the property of the City. The City will provide all food, equipment (including the dog house and kennel facilities), insurance, necessary licenses and veterinarian services for the canine.

31.2 The canine officer will receive \$5.00 per day for the care of the canine. Such care will normally include, but not be limited to, feeding, bathing, grooming, medical attention, exercising, and related vehicle care. The canine officer will also be permitted to report to duty ½ hour late or leave the shift ½ hour early each normally scheduled shift. The above schedule modification shall not effect the normal accrual rate for holiday time, sick leave, vacation time, etc.

31.3 The City reserves the right to require schedule changes to accommodate activities such as, but not limited to, the following: public relations engagements (e.g., school programs, civic group appearances, City Council demonstrations, etc.) and training sessions.

31.4 The canine officer will be responsible for the care and maintenance of the assigned canine, which will include maintaining his/her assigned canine vehicle in a clean and disinfected condition. The canine will live at the residence of the canine officer. The Chief of Police, or his designee, reserves the right to inspect the boarding accommodations provided for the canine.

31.5 The City will provide for boarding of the canine when the canine officer is on vacation or other approved absences from work. The Chief or ~~Supervising Lieutenant~~his designee of the patrol division must be contacted in advance and approve the arrangements.

31.6 Canine officers are subject to callout twenty-four (24) hours a day. In the event the Canine Unit is called out, he/she shall receive a minimum of three (3) hours call out at the appropriate rate of pay. The canine officers will work out an equitable call out procedure with the Chief or his designee.

31.7 Canine Units shall be allowed at least forty (40) hours per year to attend K-9 in service training at a nationally recognized training facility. The City shall pay all expenses for the Canine handler to attend such training. The City shall also pay the costs for handlers to belong to USPCA and NAPWDA.

31.8 Canine officers are eligible for up to eight (8) hours of training per week to maintain proficiency in patrol (4 hours) and drug tasks (4 hours) as required by several court decisions involving canine officers. This training is to be conducted during the Canine officer's scheduled shift. Normal training day is every Wednesday from 8:00 a.m. to Noon. Any deviation from this training schedule must be approved by the Sergeant in charge of the K-9 program or the Patrol Commander.

31.9 Upon the retirement of the canine, the City shall allow the handler to keep the canine in accordance with Ohio Revised Code § 9.62 pertaining to retirement of canine and equine units.

31.10 This Section represents a reasonable agreement and full payment to each canine officer according to Section 7(g)(2) of the FLSA and 29 C.F.R. § 785.28. If the canine officer engages in activity beyond the necessary degree of training and care for the canine that is for the benefit of the City, such activity must be reported to his supervisor in writing.

## **ARTICLE 32 DURATION OF AGREEMENT**

This Agreement shall be effective as of midnight on the 1st day of June, ~~2017~~2020, and shall remain in full force and effect until midnight on the 31st day of May, ~~2020~~2023.

If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than 120 calendar days prior to the expiration date of this Agreement, and no later than 90 calendar days prior to the expiration date of this Agreement. Such notice shall be via certified mail with return receipt requested or a date and time stamped letter of intent. The parties shall commence negotiations within 2 calendar weeks upon receiving notice of intent. Failure to give the required notice shall result in the expiration of the Agreement, or its continuation for a period of 1 year, at the option of the Employer.

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and Union and all prior agreements, practices and policies, either oral or written are hereby canceled. Therefore, both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.



**FOR THE OHIO PATROLMEN'S  
BENEVOLENT ASSOCIATION**

**FOR THE CITY:**

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William J. Brock, City Manager

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Robert Buchanan, Chief of Police

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Kacey Waggaman,  
[Director of Human Resources](#)

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[Karen Ervin](#)  
Director of Finance

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Donald L. Crain, Frost Brown Todd LLC

Approved as to form:

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Philip Callahan, Law Director

## APPENDIX A

Uniform items to be issued as per Article 17:

- 1 Jacket, waterproof
- 1 rain coat
- 5 winter shirts
- 5 summer shirts
- ~~5~~ ~~mock turtleneck "MPD" shirts~~
- 5 trousers
- 2 caps, dress and knit "Police"
- 2 ties
- 3 police badges, 2 large shield for coat, 1 small for wallet
- 1 cap badge
- 3 pair of collar brass, two small and one large for coat
- 2 name plates
- ~~1~~ ~~whistle chain~~
- ~~1~~ ~~whistle~~
- 1 duty belt
- 1 trouser belt
- 1 duty holster
- 1 double magazine pouch
- 1 chemical agent (i.e., mace)
- 1 mace pouch
- 1 asp
- 1 asp holder
- ~~1~~ ~~2~~ handcuff cases – or – 1 double cuff case
- ~~1~~ ~~set~~ 2 sets of handcuffs
- 1 portable radio
- 1 radio holder
- 1 duty weapon with three magazines
- 4 belt keepers
- 1 pair waterproof boots
- 1 pair of ~~oxford~~ shoes – or – additional pair of boots
- 1 metal clip board
- 1 metal citation clip board
- 1 bullet proof vest and carrier
- 1 biohazard glove case
- 1 TAZER with 2 cartridges
- 1 TAZER holster
- 1 duty bag
- 1 flashlight

Items that can optionally be purchased using clothing allowance:

Whistle

[Whistle chain](#)

Bullet proof vest  
Additional vest carrier  
Heavy duty boot socks  
Leather patrol duty gloves  
Extra handcuffs  
Off duty holster  
Ventilated t-shirts  
Binoculars  
Tie tacks  
Recording device  
Duty bag  
Class "A" Uniform  
Stinger stream light  
Stinger light holder

In addition, the department shall provide the officers with biohazard gloves, notepads, pens, and duty ammunition as needed. Also, any item not listed above may be purchased with the allowance, provided that advance permission is obtained from the Chief of Police [or his designee](#).

## APPENDIX B

[INCREASES OF 3.0% = ~~2017~~2020; 3.0% = ~~2018~~2021; AND ~~3.0~~3.5% = ~~2019~~2022]

|                                       | PATROL                                    | OFFICER                             |                            |                           |                           |
|---------------------------------------|-------------------------------------------|-------------------------------------|----------------------------|---------------------------|---------------------------|
|                                       | STEP ONE<br>Officers in<br>Field Training | STEP TWO<br>After Field<br>Training | STEP THREE<br>After Year 1 | STEP FOUR<br>After Year 2 | STEP FIVE<br>After Year 3 |
| June 1<br><del>2017</del> <u>2020</u> | <del>\$44,240</del>                       | <del>\$48,509</del>                 | <del>\$53,206</del>        | <del>\$58,371</del>       | <del>\$64,055</del>       |
| June 1<br><del>2018</del> <u>2021</u> | <del>\$45,567</del>                       | <del>\$49,964</del>                 | <del>\$54,802</del>        | <del>\$60,122</del>       | <del>\$65,976</del>       |
| June 1<br><del>2019</del> <u>2022</u> | <del>\$46,934</del>                       | <del>\$51,463</del>                 | <del>\$56,446</del>        | <del>\$61,926</del>       | <del>\$67,956</del>       |

### SERGEANTS\*

| June 1, <del>2017</del> <u>2020</u> | June 1, <del>2018</del> <u>2021</u> | June 1, <del>2019</del> <u>2022</u> |
|-------------------------------------|-------------------------------------|-------------------------------------|
| <del>\$73,022</del>                 | <del>\$75,213</del>                 | <del>\$77,469</del>                 |

\* Sergeant Differential = 14%

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| Input:        |                                             |
|---------------|---------------------------------------------|
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| Description   | Monroe OPBA Contract 2020 (Patrol Officers) |
| Document 2 ID | netdocuments://4822-0542-2527/5             |
| Description   | Monroe OPBA Contract 2020 (Patrol Officers) |
| Rendering set | Standard                                    |

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|                | Count |
| Insertions     | 52    |
| Deletions      | 99    |
| Moved from     | 0     |
| Moved to       | 0     |
| Style change   | 0     |
| Format changed | 0     |
| Total changes  | 151   |

BETWEEN  
THE CITY OF MONROE  
AND THE  
OHIO PATROLMEN'S BENEVOLENT  
ASSOCIATION  
(PATROL OFFICERS)

EFFECTIVE: June 1, 2020 to May 31, 2023

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

1.1 This Agreement is between the City of Monroe, Ohio, hereinafter referred to as the “Employer” or “City,” and the Ohio Patrolmen’s Benevolent Association, hereinafter referred to as the “Union” or “OPBA,” a labor organization as defined in Chapter 4117 of the Ohio Revised Code.

1.2 This Agreement is made for the purpose of promoting cooperation and continuous harmonious relations between the Employer, its Employees, and the Union.

**ARTICLE 2**  
**RECOGNITION, MEETINGS, BULLETIN BOARD**

2.1 Recognition. The Employer recognizes the Union as the sole and exclusive representative for all full-time Employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board as follows:

Included: All full-time police officers;

Excluded: Chief, Sergeants, all other Employees.

2.2 Meetings. In the interest of sound labor/management relations, once each quarter or as mutually agreed, the Employer and/or designee(s) shall meet with not more than two members of the bargaining unit, upon written request, for the purpose of:

- a. disseminating general information of interest to both parties
- b. giving the Union representatives the opportunity to share views of their members and/or suggestions on the subjects of interest to their members;
- c. discussing ways to improve efficiency and safety and health issues within the department;
- d. promoting harmonious relations between Employer and the Union in the best interest of the community.

2.3 Bulletin Board. Bulletin board space will be provided within the Police Department facility for use by the Union and members of the bargaining unit. The City may post notices on the board of matters relating directly to police business and vacancies within the Police Department. The Union may post on the board notices relating to recreational and social events applicable to members of the bargaining unit; election or election results; general membership meetings and other related business meetings; general Union business of interest to members of the bargaining unit.

2.4 Union Activity. Employees shall be permitted, upon reasonable notice to the Chief or designee, to conduct Union related activity during working hours so long as it does not unreasonably interfere with departmental operations.

**ARTICLE 3**  
**ASSOCIATES/UNION BUSINESS**

3.1 The Union is authorized to select one (1) associate and one (1) alternate to conduct approved Union business for the bargaining unit. The associate/alternate upon giving reasonable notice, and upon authorization from the Chief or his/her designee, may be allowed reasonable time off without loss or gain in pay to investigate a grievance, consult with the Employer in processing a grievance, or to assist in the settlement of disputes. Permission to investigate and/or process a grievance or attend a disciplinary hearing during on duty time is at the sole discretion of the Employer. In addition, the Director and or his or her alternate will each be permitted to utilize sixteen (16) hours of paid leave, other than sick leave, annually, for the purpose of attending union-related training and/or attending to other union business. Said union leave will be granted upon reasonable notice to the Employer.

## **ARTICLE 4 MANAGEMENT RIGHTS**

4.1 The Union recognizes that the City shall have the exclusive right to manage the operations, control the premises, direct the work force and maintain efficiency of operations.

Among the City's management rights, but not by way of limitation, are the following:

- (1) To direct and evaluate the work of Employees;
- (2) To determine the mission of the department and the personnel, methods, means, and procedures necessary to most efficiently fulfill that mission;
- (3) To determine the size and composition of the work force;
- (4) To suspend, discipline, reduce or discharge Employees for cause;
- (5) To lay off Employees or abolish positions;
- (6) To hire, schedule, promote, demote, transfer and assign Employees;
- (7) To recruit, select, and determine the qualifications and characteristics desired in new hires;
- (8) To schedule or not schedule overtime as required in the manner most advantageous to the requirements of efficient department operations;
- (9) To determine the locations, size and number of facilities;
- (10) To determine the quality standards and level of service required;
- (11) To schedule Employees and establish their hours and days of work;
- (12) To select the type, quantity and quality of equipment, tools and machinery to be used in the methods of operating them and the responsibilities therefore;

- (13) To establish and require conformance to, rules of conduct including Standard Operating Procedures (SOP's) and Standard Operating Guidelines (SOG's);
- (14) To train or retrain Employees as management deems appropriate and to require Employees to maintain certifications, including but not limited to firearms certification;
- (15) To generally manage the Police Department's business as it deems best;
- (16) To establish, after consultation with the Union, and enforce a tardiness and absenteeism policy permitting discipline, including termination, for any violation thereof; and
- (17) To establish, after consultation with the Union, and enforce a Drug and Alcohol Policy permitting discipline, including termination, for any violation thereof.

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

4.3 The City agrees that, to the extent possible, work rules, standard operating procedures and standard operating guidelines that are promulgated shall be reduced to writing with copies to the Union and affected members in advance of their effective date.

**ARTICLE 5**  
**NO STRIKES/NO LOCKOUT**

The OPBA and the members agree that there shall be no strikes. The term, “strike”, shall have the same definition for purposes of this Agreement as contained in 4117.01(H) of the O.R.C. and shall additionally include any effort to use sick leave, to be absent from work without permission, or to abstain from performance of assigned duties if used for the purpose of inducing, influencing or coercing a change in wages, hours, terms or other conditions of employment. In the event that a member is engaged in a violation of this article, the OPBA shall, upon request of the City, and concurrence of the OPBA that an unlawful strike is being engaged in, immediately notify such member that the member is in violation of this Article and direct the member to resume normal work activities. The City may also request the OPBA to publicly denounce any violation of this Article.

The City agrees that it will not lock-out members covered by this Agreement during the course of this Agreement. The term “lock-out” shall have the same definition, for the purpose of this Agreement, as contained in Chapter 4117 of the Ohio Revised Code.



## **ARTICLE 6 PROBATIONARY PERIOD**

Each newly hired Employee shall be required to successfully complete a one (1) year probationary period. The length of the probationary period shall be one (1) year. The calculation of the one (1) year period shall begin the first day for which the Employee receives compensation from the Employer after the Employee graduates from the Police Academy. If the Employee has already graduated from the Police Academy then the probationary period will begin on the first day for which the Employee receives compensation as a patrol officer from the Employer.

A newly hired probationary Employee may be terminated, with or without cause, at any time during his probationary period, and shall have no appeal rights through the grievance-arbitration procedure or through a Court of Law. Benefits for newly hired Employees shall become effective upon the first day of the month following the Employee's first date of employment as a patrol officer.

Upon successful completion of the probationary period, a newly hired Employee's seniority shall be computed from the first day of the Employee's probationary period.

## **ARTICLE 7 DUES DEDUCTION**

7.1 OPBA Dues Deductions. The City agrees to deduct from the wages of any employee who is a member of the OPBA, all OPBA membership dues uniformly required. The OPBA will notify the City from time to time of the dues it charges and its current membership. All members of the Bargaining Unit shall either become dues paying members of the OPBA or, as a condition of continued employment, remit to the OPBA a fair share fee in amount set from time to time by the OPBA in accordance with the provisions of O.R.C. § 4117.09(C). Said amount shall be deducted from all wages of all such non-members on the same basis as the deductions made for dues from members of the OPBA. Nothing in this section shall be construed to require any employee to become a member of the OPBA. The OPBA agrees to save the City harmless in the event of any legal controversy with regard to the application of this provision. All dues and fair-share fees collected shall be paid over by the Employer once each month to the OPBA.

7.2 Other Deductions. The City further agrees to deduct from the pay of those employees authorizing such deduction, and turn over to the appropriate party, monies designated for the purposes such as credit union, savings bonds, United Appeal, and similar causes in accordance with the City's current policy on payroll deductions. These deductions shall be subject to the City's ability to maintain an efficient payroll procedure.

7.3 Direct Deposit. The City shall provide direct deposit and Employees' paychecks shall be directly deposited effective thirty (30) days after the execution of this Agreement.

**ARTICLE 8**  
**NO DISCRIMINATION**

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

There shall be no discrimination by the Employer or the Union against any Employee on the basis of such Employee's membership or non-membership in the Union.

## **ARTICLE 9 DISCIPLINE**

9.1 The parties recognize that discipline is essential to the operation of the City and agree that fair discipline is necessary for the public interest and the morale and welfare of the Employees. The object of these provisions is to assure that the relevant facts are fairly developed so that an informed decision can be made by the Employer regarding whether and the extent to which discipline shall be imposed.

9.2 No bargaining unit member shall be disciplined except for just cause. Just cause shall include, but not be limited to: dishonesty, bribery, misfeasance, malfeasance, nonfeasance, misconduct in office, neglect of duty, immoral conduct, habitual drunkenness, illegal use of controlled substances, incompetence, insubordination, refusal to obey orders given by proper authority, discourteous treatment of the public and violation of divisional standards of conduct on and off duty.

9.3 Forms of disciplinary action shall be:

- a. Documented Verbal Reprimand
- b. Written Reprimand
- c. Suspension without pay
- d. Reduction in Pay/Position
- e. Discharge

Discipline shall be applied progressively, but it is understood that some serious violations may warrant suspension without pay or immediate discharge. In following the principle of “the punishment should fit the crime,” the Employer will take into consideration the nature of violation, the Employee's record of discipline and the Employee's record of performance and conduct.

a. A pre-disciplinary conference with the Chief of Police or his designee holding the rank of Lieutenant or higher will be conducted prior to the issuance of a reprimand. The Chief or Officer who conducts the hearing will make a determination of discipline and either dismiss the discipline without record, or issue the reprimand.

b. If the Employee does not agree to the reprimand determination issued by an Officer other than the Chief of Police, they may appeal to Step 2 of the grievance procedure outlined in Article 11.

c. If the Employee does not agree to the reprimand determination issued by the Chief of Police, they may appeal to Step 3 of the grievance procedure outlined in Article 11.

Documented verbal reprimands and written reprimands will not be subject to Step 4 (Arbitration) of the grievance procedure outlined in Article 11.

9.4 When the Employer (through its management agents) believes that an Employee is guilty of an act or omission for which disciplinary action above a written reprimand is warranted, the following steps shall apply:

a. The Employee will be promptly notified that he or she is accused of conduct for which discipline is contemplated and the Employee shall be advised of the nature of the alleged conduct and the nature of the evidence against him or her, the time and place of a conference with the Chief of Police, and his or her right to bring with him or her to the conference an OPBA representative.

b. At the conference with the Chief of Police, the charges will be stated to the Employee and the Employee shall have an opportunity to offer his explanation, defense, or mitigating circumstances.

c. At the conclusion of the conference, the Chief of Police shall do one of the following:

- (1) Dismiss the allegations as unfounded without record; or
- (2) Provide a written determination, including a specification of charges, upon the imposition of appropriate discipline of record.

d. If the employee does not accept the Chief's recommendation, he or she may grieve the determination to Step 3 of Article 11. Any agreement reached between the OPBA, the Employee, and the Employer at this stage shall be final and binding on the OPBA, the Employee, and the Employer and shall not be subject to further appeal.

e. If no agreement is reached, the Employee shall then have the right to submit the matter to arbitration in accordance with Step Four of the Grievance Procedure.

f. An Employee under investigation for commission of misconduct which would constitute a crime with respect to which "Miranda" warnings are required to be given, shall be advised, prior to questioning, of his or her "Miranda" rights. An Employee who is under investigation for misconduct which would not constitute criminal conduct subject to "Miranda" rights will be informed, prior to questioning, that he or she is the subject of an investigation, the nature of the suspected misconduct, and his or her right to have representation of their choice present during the questioning. The Employee, upon request, may obtain postponement of the questioning for a reasonable period not to exceed twenty-four (24) hours in order to arrange for representation to be present for the questioning if the Employee so desires.

Failure by an Employee to completely respond to a relevant question, after being informed of his or her Garrity rights and being ordered to do so, may be deemed refusal and may result in disciplinary action.

g. Interrogation, questioning, or interviewing of a bargaining unit member accused of misconduct shall be narrowly tailored in scope to the misconduct specifically alleged. In addition, interview sessions will be of reasonable length and shall accommodate personal necessities. Interviews shall be conducted during the Employee's working hours unless mutually agreed by the parties. Any tape recorded interviews will be copied and made available to the other party upon request.

h. These disciplinary procedures and the grievance and arbitration procedures of this Agreement are in lieu of the civil service laws and regulations under Chapter 124 of the O.R.C. and the City Charter pursuant to the provision of R.C. Section 4117.10(A).

i. As an alternative or in addition to the above, in the event of a serious incident, an internal investigation may be conducted by an investigative team chaired by the Chief of Police.

j. No Employee will be compelled to take a polygraph examination and/or a CVSA.

## **ARTICLE 10 PERSONNEL FILES**

### **10.1 Records of Disciplinary Actions:**

- a. Unfounded or unsubstantiated complaints against an Employee will not be placed in the Employee's personnel file.
- b. Verbal Counselings and records of verbal counselings are not considered disciplinary actions, and will contain a statement to that effect.
- c. Written reprimands, records of verbal reprimands and counselings, and all other Employer actions are permanent records.
- d. An Employee's official personnel file shall be kept in the office of the City Manager and shall consist of all records from the Employee's initial date of employment with the Police Department.
- e. For the sole purposes of discipline, grievance and arbitration procedures:
  - (1) Written reprimands and records of verbal reprimands and counselings will have no force and effect eighteen (18) months after the record was entered into the Employee's file, provided no other disciplinary actions, including written reprimands and records of verbal reprimands and counseling, have occurred during this eighteen (18) month period.
  - (2) Suspensions without pay of five (5) days or less will have no force and effect thirty-six (36) months after the record was entered into the Employee's file, provided no other suspensions without pay or demotions have occurred during this thirty-six (36) month period.
  - (3) Suspensions without pay in excess of five (5) days will have no force and effect seventy-two (72) months after the record was entered into the



Employee's personnel file, provided that no other suspensions or demotions have occurred during this seventy-two (72) month period.

f. Employees shall, upon request, be permitted access to his personnel files pertaining to employment.

g. Signatures on evaluations only reflect that the evaluation has been reviewed by the Employee and does not represent that the Employee agrees with its contents. The Employee shall receive a copy of the evaluation at the time of signing.

## **ARTICLE 11 GRIEVANCE PROCEDURE**

11.1 A grievance shall be described as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination, or any breach thereof, and shall be processed and disposed of pursuant to the steps set forth below, except that every grievance will start at the step above the step occupied by the person in the organizational hierarchy that made the decision that triggered the grievance procedure. However, in no event will a grievance be initiated at Step 4 of the grievance procedure.

a. Step 1:

Within a reasonable time, not to exceed 10 calendar days, excluding weekends and holidays, following the date of occurrence, an Employee having a grievance and/or his Union representatives shall put the grievance in writing and take it to the Supervising Lieutenant. The Employer shall give its answer to the Employee and/or his Union representative within 5 calendar days, excluding weekends and holidays, after the presentation of the grievance in Step 1. Within this 15 calendar day period, excluding weekends and holidays, the Employee is encouraged to seek to resolve his grievance on an informal basis.

b. Step 2:

If the grievance is not settled in Step 1, the grievance may, within 10 calendar days, excluding weekends and holidays, after the answer in Step 1, be presented in Step 2 in writing to the Police Chief or his designee and must contain a statement as to why the City's answer in Step 1 does not

resolve the grievance. At this time a Representative of the Union may be in attendance at a meeting where, if both parties agree, witnesses and/or evidence may be presented that relate to a resolution of the grievance. A grievance so presented in Step 2 shall be answered by the Employer within 5 calendar days, excluding weekends and holidays, after its presentation.

c. Step 3:

If the grievance is not settled in Step 2, the grievance may, within 10 calendar days, excluding weekends and holidays, after the answer in Step 2, be presented in Step 3 in writing to the City Manager or his designee and must be accompanied by a reason or reasons why the City's answer at Step 2 does not resolve the grievance. At this time a Representative of the Union may be in attendance at a meeting where, if both parties agree, witnesses and/or evidence may be presented that relate to a resolution of the grievance. A grievance so presented in Step 3 will be answered by the Employer within 5 calendar days, excluding weekends and holidays, after either its presentation to the City Manager or his designee, or the date of the meeting, whichever is later.

d. Step 4:

A grievance which has not been resolved in steps 1 through 3 may be referred to arbitration as set forth in the "Arbitration" Article of this Agreement.

11.2 Any disposition of a grievance from which no appeal is taken by the aggrieved Employee or the Union within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

11.3 Any grievance or appeal of a grievance that is not ruled upon by the Employer within the time limits herein shall be deemed denied and shall automatically proceed to the next step in this grievance procedure.

## **ARTICLE 12 ARBITRATION**

### **12.1   Procedure for requesting.**

a.       A grievance as defined in the “Grievance” Article of this Agreement, which has not been resolved thereunder and which a party wishes to take to Arbitration shall, within 10 calendar days, excluding weekends and holidays, after the completion of Step 4 of the Grievance Procedure, be referred for arbitration by either party to this Agreement by directing a written demand therefore to the Arbitration and Mediation Service (“AMS”) and by sending a copy of the notice to the other party.

b.       The arbitrator shall be a mutually agreed upon neutral third party selected from a list of 9 potential arbitrators furnished by AMS who maintain an office within one hundred and twenty-five (125) miles of the City of Monroe, Ohio. Selection shall be by virtue of the strike and rank method. The arbitration shall be conducted in accordance with AMS rules.

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

12.3   Binding effect. The award of the arbitrator hereunder shall be binding on the Employer, the Employee and the Union.

### **12.4   Powers of the Arbitrator.**

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

provided that the Employer has given the Union or Employees the required notice and permits the Union, upon request, to meet and confer with respect to the proposed rule.

b. This provision does not prevent an Employee disciplined by any such existing or future rule to grieve the application of that rule to his particular circumstances.

## **ARTICLE 13 MISCELLANEOUS**

13.1 OPBA Officials Roster. The OPBA shall provide the Administration an official roster of its officers and representatives within 30 days of the effective date of this Agreement. This roster will be updated within thirty (30) days of any change, and will include the following:

- a. Name
- b. Address
- c. Home Telephone Number
- d. Immediate Supervisor
- e. OPBA Office Held

The Administration agrees that this roster shall not be made available to the public by the Administration, that only Administration Employees with a legitimate need to know shall have access to the roster, and that unlisted home telephone numbers will not be shared with anyone outside the Administration. However, the parties recognize that the City may be required to disclose the OPBA officials roster pursuant to state or federal laws and that such disclosure made pursuant to such laws does not constitute a violation of any provision of this Agreement.

13.2 Purchase of Service Weapon. A member who honorably retires from active duty may purchase his/her service weapon from the Police Department if the member has twenty or more years continuous service with the Department. The cost of the service weapon shall be One Dollar (\$1.00). In addition, the Employee will be provided a retirement badge by the City at no cost to the Employee.

13.3 Cell Phone. All investigators/detectives, including any assigned to any taskforce, will receive the option of utilizing a cell phone provided and paid for by the City or may decline the

City-provided cell phone and receive a monthly stipend of Fifty-Two Dollars (\$52.00) to defray the cost of providing his or her own cell phone for utilization for departmental business.



## **ARTICLE 14**

### **WAGES**

14.1 Rates of pay for Employees shall be in accordance with the step schedule attached as Appendix B, which rates will become effective beginning with the first full pay period after June 1, 2020. These rates of pay are subject to the conditions set forth below:

- A. Application of Hourly Rates. The hourly rates as set forth under this section are based on a 2080-hour work-year and shall be used to calculate salaries for hours actually worked or in paid status for the appropriate pay range and pay step.
- B. Step Increases. Step increases shall occur in accordance with the schedule in Appendix B. Level 2 increase occurs after successful completion of the Field Training Officer (“FTO”) period. Step increases in Level 3, 4, and 5 shall occur on each Employee’s anniversary date each year.
- C. Evaluations. All step increases will occur on the officer’s anniversary date provided that the officer has one full year in service with the Monroe Police Department and has a satisfactory evaluation, including satisfaction of all departmental tardiness and attendance standards.
- D. Lateral Hires. Lateral hires may be placed at the step commensurate with their current salary and experience.
- E. Officer In Charge: Patrol officers, based upon a sergeant’s absence, who are required to perform all sergeants’ duties for 4 hours or more in a given work day shall receive Officer In Charge pay of \$2.00 per hour, retroactive to the first hour that the employee began to perform sergeant duties. Effective on the payroll beginning nearest to January 1, 2021, Officer In Charge pay shall be increased to \$2.50 per hour. In addition, Employees working a swing shift will not be eligible

to function as Officer In Charge and will be considered under the supervision of the Officer In Charge.

- F. Field Training Officers: All Field Training Officers (“FTO”) shall receive an increase stipend of \$1.50 for each such hour assigned and acting in the capacity as an FTO. An officer who is acting as Officer In Charge and performing duties as Field Training Officer shall receive only the highest value premium pay for the additional responsibilities at a given time.
- G. Benefits: All benefits that are affected by the mid-year start date of this Agreement shall be prorated accordingly.
- H. Patrol Officers who are assigned to second or third shift will be entitled to an hourly shift bonus of \$0.55, in addition to their regular hourly rate.

14.2 Specifications of the Pay Plan. The rate of pay for members affected by personnel actions listed below shall be as follows:

- A. Disciplinary Demotion. Whenever a member is demoted for disciplinary reasons, he shall be paid at the top step in the lower pay grade.
- B. Voluntary or Physical Disability Demotion.
  - (1) Whenever a member with regular full-time status requests and is granted a voluntary demotion, he shall be paid at the top step in the lower pay grade.
  - (2) Whenever a member with regular full-time status is given a demotion by reason of a service-connected physical disability, he shall be paid at the top step in the lower pay grade.
  - (3) Whenever a member is terminated due to either a lack of work and/or funds in one classification and is entitled to an automatic demotion to a

lower classification where he previously held regular full-time status, the rate of pay of the member shall be established as provided in (1) above.

- (4) Whenever a member is given a demotion due to a physical disability, his rate of pay shall be established as described in either (1) or (2) above, whichever is applicable.

- C. Re-appointment. Whenever a member is re-appointed to a position where he previously held regular full-time status, his rate of pay shall be that at which he was being paid at the time of his separation from that class with the approval of the Chief of Police.
- D. Re-employment. Whenever a member is re-employed by the City, his rate of pay shall be that at which he was being paid at the time of his separation from City employment, with the approval of the Chief of Police.
- E. Return From Military Leave. Whenever a member returns from military leave, he shall be restored to his former position at the step which corresponds to the step he received at the time of his departure and, in addition, shall be granted any increase in salary had he not entered the military.

## **ARTICLE 15 PROMOTIONS**

15.1 Promotions From Patrol Officer To Sergeant. All Sergeant positions in the City Police Department shall be filled from members already employed by the City in accordance with the following general guidelines. The following guidelines are to make sure that the process of promotion to Sergeant is fair and competitive for all officers employed by the City. To be qualified to be able to take part in the promotion process, an employee shall have completed two years service with the City as a full-time police officer. The following are the steps in the promotional process:

Step 1: Written exam (Employee must receive a passing score to proceed to the next step)

Step 2: Assessment Process (Assessment Process done by impartial outside agency)

Step 3: Administrative Interview Process.

Employees will receive a score in each of the processes listed above and the following weights will be applied to each step of the process to arrive at a final score: Written exam will count 50%, Assessment Process 40%, and the Interview Process 10%. The scoring of the Written exam, Assessment Process, and Interview Process, and the final selection to fill the position are not subject to the grievance procedure set forth in this Agreement. The Employer may select the appointee from any of the 3 highest scores. No extra points for seniority may be added to an individual's final score.

## **ARTICLE 16**

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

This Article is intended solely to define the currently expected hours of work, which shall be subject to change as the City determines in its discretion to be appropriate to meet operation conditions, and to provide the basis for the calculation and payment of overtime. It does not constitute a guarantee by the City that such hours or any overtime shall in fact be worked.

16.1 Definition. The workweek shall consist of four-eight and one half (8 1/2 ) hour workdays and two (2) days off. Absent emergency conditions regarding otherwise, days off shall always be consecutive days, though not necessarily in the same workweek.

16.2 Distribution of Overtime. The amount of overtime necessitated by call-back work and the Employees required to work such hours shall be established by the City, provided, however, that such overtime and call-back work will be distributed equitably and consistent with the needs of the Police Department. An overtime list will be utilized in an attempt to fill call-offs. When this procedure fails, the Employee with the lowest number of hours will be mandated to work. Off-going Employees may be held over until vacancies can be filled. Such overtime list will be zeroed out each January 1.

16.3 No Pyramiding. There shall be no duplication or pyramiding in the computation of overtime or other premium wages. Nothing in this Agreement shall be construed to require the payment of overtime and other premium pay more than once for the same hours worked.

16.4 Call-In Pay. Any Employee called in to perform work on a non-regularly scheduled duty day shall be compensated for a minimum of three (3) hours pay at the applicable straight time (or overtime, if applicable) rate for such work, unless the work is contiguous with the Employee's regularly scheduled work hours. Where the work is contiguous with the Employees regularly scheduled hours, the Employee shall be compensated for those hours actually worked.

16.5 Basis for Computing Overtime and Premium Pay. Overtime pay will be earned and computed consistent with the following:

a. A 5 & 2 schedule Employee of the Police Department will receive overtime compensation for all hours worked in excess of 80 hours per 14-day work period. The overtime rate of pay will be one and one-half (1-1/2) times the Employee's hourly pay rate, as defined by the Fair Labor Standards Act.

A 4 & 2 schedule Employee of the Police Department will receive overtime compensation for all hours worked in excess of regularly scheduled hours during the two week pay period, not including sick time off as set forth in 16.5-b of this contract. The overtime rate of pay will be one and one-half (1-1/2) times the Employee's hourly pay rate, as defined by the Fair Labor Standards Act

b. As used in this section, hours worked shall be defined as set forth in the Fair Labor Standards Act, as amended, except that vacation, holiday and personal days, as paid time off, shall count toward that calculation of the overtime threshold referenced in paragraphs 16.5 a. and c., hereof beginning effective the pay period commencing nearest January 1, 2006..

c. The overtime threshold reference in paragraph 16.5 a., above, shall be reduced to eighty (80) hours for the pay period commencing nearest January 1, 2006.

16.6 Exchange of Shifts. Employees shall have the right to temporarily exchange shifts when the exchange does not interfere with the operation of the Police Department, subject to approval by the Police Chief or his designee, and provided that the exchange does not result in the payment of overtime to the parties involved. This shall be limited to no more than 5 exchanges per month. An exchange request shall be authorized at least 3 days prior to the first exchanged date. Supervisory Employees may only exchange with supervisory Employees and non-

supervisory Employees may only exchange with non-supervisory Employees, except when the non-supervisor Employee would otherwise be assigned the duties of Officer in Charge (O.I.C.). The Police Chief or his designee may refuse an exchange request if the request would affect services to the City.

16.7 Shift Changes. The Employer, under ordinary circumstances, will not change shifts more than (4) times per calendar year.

16.8 Notwithstanding paragraph 16.5 above, officers “frozen over” (held over unexpectedly from their scheduled shift due to the absences of an officer scheduled for their relief) will be entitled to overtime, at time and one-half (1 ½) their regular rate, for consecutive hours worked beyond 8 hours for 5 & 2 employees and 8 ½ hours for 4 & 2 schedule employees or the length of the next shift. This provision shall not apply to regularly scheduled double shifts.

16.9 Notwithstanding the provisions of paragraph 16.8, third shift officers may only be involuntarily “frozen over” for a period not to exceed four (4) hours, with the exception of regularly scheduled double shifts. In the event a third shift officer declines to work a consecutive frozen over eight (8) hour shift, the City retains the option of not staffing the remainder of such following shift.

16.10 Compensatory Time.

a. All overtime work shall be compensated, at the Employee’s election, either at the rate of one and one-half (1½) the Employee’s regular rate of pay, or in compensatory time accrued at the same rate, which may be accrued and used up to a maximum of fifty (50) hours. All OVI Grant hours worked by officers, due to Grant wording, must be taken as overtime pay and not to be taken as compensatory time (per 4/16/12 MOU).

b. Compensatory time pursuant to the minimum standards of the Fair Labor Standards Act (“FLSA”) shall be granted according to law, provided forty-eight (48) hours advance notice is given by the Employee. Compensatory time earned in excess of the minimum standards of the FLSA shall be granted, provided forty-eight (48) hours advance notice is given by the Employee, and provided that the City will not incur overtime liability as a result of honoring the compensatory time request. The notice provisions of this section may be waived upon mutual agreement of the parties.

c. Employees may choose to receive pay for any and all accumulated compensatory time once annually, by notifying the Employer of his or her desire to be paid for a designated amount of compensatory time. The payment will be made to the Employee within thirty (30) days of receiving the request.

16.11 If an officer is switched from a 4 & 2 to a 5 & 2 schedule or a 5 & 2 to a 4 & 2 schedule mid-year, efforts will be made to prorate benefits to the fairness of the employee and the City so as to not short the employee of benefit hours.



**ARTICLE 17**  
**CLOTHING AND EQUIPMENT ALLOWANCE**

17.1 Initial Issue. Upon appointment, each recruit shall receive a full issue of uniforms and equipment from the City. All such purchases shall be made by the Monroe Police Department. See Appendix A for list of equipment that shall be provided by the City, and items that can be purchased out of clothing allowance. The City will maintain ownership of all items provided by the City.

17.2 Annual Allowance.

a. Patrol officers. Patrol officers in the bargaining unit shall, one year after their initial issue following hire, receive an annual uniform and equipment allowance not to exceed One Thousand Dollars (\$1,000.00) per year, effective June 1, 2014, on a pro-rata basis. This allowance shall be paid in May annually. All such uniform purchases shall be made by the Employee from vendors approved by the City or from other vendors, provided that the Employees obtain the specific items (brand type, item model number, etc.) as determined by the Chief. No substitute items shall be acceptable. The City will maintain ownership of all items purchased with allowance money that is provided to Employees under this section that bear the insignia or any other mark of the City of Monroe Police Department.

All uniforms and civilian clothing is subject to inspection and approval by the Chief or designee.

17.3 Lost or Damaged Uniforms and Equipment. The City will replace or repair, at the discretion of the Chief, any damaged department property or equipment, including members' uniforms, provided the loss or damage is not the result of the members' intentional abuse or gross negligence, which shall be determined at the sole discretion of the Chief.

17.4 Damaged Eyeglasses or Watches. Eyeglasses or watches which are lost or damaged while the bargaining unit member is engaged in the performance of their duties shall be compensated for by the City at the current rate of replacement up to a limit of two hundred (\$200) dollars. For an affected Employee to afford themselves the benefit of this reimbursement, the Employee shall provide the Employer a written explanation of the incident that gave cause for such loss or damage. Upon receiving such signed report, the Employer shall include the proper amount of funds to comply with the requested reimbursement in the Employee's next pay. Such reimbursement shall be made no more than once in any twelve (12) month period. This section shall also apply to the replacement for loss or damaged contacts worn by officers.

17.5 Dry Cleaning. Special cleaning will be provided for uniform items that have been soiled by human/bodily fluids or chemicals. The Chief will determine whether this paragraph applies to a particular item of clothing.

17.6 Bullet Proof Vests. Bullet proof vests shall be replaced by the City once the manufacturer's warranty period expires or as otherwise determined by the Chief of Police.

## **ARTICLE 18 HOLIDAYS**

18.1 The following shall constitute legal holidays for all bargaining unit Employees:

New Years Day  
Martin Luther King Day  
Presidents Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve Day  
Christmas Day

18.2 For purposes of holiday pay, all Employees shall receive eight and one-half (8 1/2) hours of compensatory time off to be used at a later date for each of the holidays in Section 1 above, regardless of the schedule the Employee is placed on. An Employee who is required to work on Thanksgiving, Christmas, or New Years Day shall receive pay for the hours worked on the holiday at a rate of time and one-half his regular rate. To qualify for holiday pay, an Employee must work all of his scheduled hours of his last regular work day prior to the holiday, the holiday, and all of his scheduled hours on the first scheduled work day immediately following the holiday, unless his absence from work is due to illness or injury, in which event a physician's certificate will be required.

18.3 Employees shall be permitted to either carryover or cash out up to 40 hours of holiday compensatory time at the end of the calendar year. The carryover option will be the default; employees electing a cash out must submit a request by December 1. Cash outs will be paid in January to allow verification of year end balances.

## **ARTICLE 19 VACATIONS**

19.1 Amount of Vacation. Each member of the bargaining unit shall have earned and be entitled to vacation leave with pay, at his regular rate according to the following schedule:

| <u>Years of<br/>Service</u> | <u>Annual<br/>Accrual</u> |
|-----------------------------|---------------------------|
| 0 to 1                      | 0                         |
| After 1                     | 85                        |
| After 5*                    | 127.5                     |
| After 10                    | 170                       |
| After 15                    | 190                       |
| After 20                    | 212.5                     |

19.2 Effective January 1, 2018, Employees shall accrue vacation benefits each year on the anniversary date of hire.

- Newly hired Employees must complete field-training prior to use of any vacation time.
- Employees may use earned vacation time while on probation.

19.3 Scheduling of Vacations. Vacation periods shall be determined by the Chief or Supervising Lieutenant, who must act in a reasonable manner and not in an arbitrary and/or capricious manner. There will be a reasonable effort to set available periods during the summer months if possible, considering seasonal department work loading. Choice of vacation dates during vacation periods shall be by seniority with conflicts to be determined in the interest of the Chief of Police.

a. Minimum Notification for Vacation (MNV). Minimum Notification for Vacation (MNV) (defined as vacation requests made with less than 7 days notice) shall be scheduled

through and authorized by the on duty supervisor and the Chief of Police or his representative. These MNVs must be requested and approved at a minimum of 4 hours before the Employee is scheduled to work. The supervisor, prior to approval, will assess manpower needs and shift coverage. MNV can be used for up to one entire shift. MNV can only be used by Employees up to three (3) times a calendar year.

19.4 Minimum Vacation Period. Eligible Employees may take their vacations in minimum increments of not less than four (4) hours. The Chief shall schedule vacation leave, and the City Manager or his designee shall approve an Employee's vacation request.

19.5 Pay for Accumulated Vacation. An Employee in full-time status who is to be separated from the City service through resignation, retirement or layoff and who has unused vacation leave to his credit, shall be entitled to compensation at this current rate of pay for all lawfully accrued and unused vacation leave to his credit at the time of separation, consistent with the limitations of this Article.

An Employee in full-time status who is to be separated from service through removal for cause, and who has unused vacation leave to his credit, shall not be entitled to compensation for accrued and unused vacation leave to his credit at the time of separation.

19.6 Vacation Buy-Back. Employees shall have the option to submit for vacation buy-back up to 85 hours of their accumulated vacation time once per year. Buy-back will be paid at the Employee's straight time rate and will be payable within thirty (30) days from approval of the request. This benefit may be suspended by the City Manager, in his sole discretion, should the City cash flow needs dictate.

19.7 Vacation Accrual Limits. Employees shall be permitted to allow vacation leave to accrue to their credit in an amount up to 240 hours in addition to their current accrual rate. Employees

shall forfeit their right to take or be paid for any vacation leave to their credit which is in excess of this limit. Such excess shall be eliminated from the Employee's balance.

19.8 Prior Service. Notwithstanding the provisions of Ohio Rev. Code § 9.44, an Employee shall not be permitted to transfer accumulated vacation leave credits from prior service at a previous place of employment with the State or any of its subdivisions.

19.9 Personal Days. Employees shall be entitled to two personal days (up to 17 hours) per year, in addition to vacation, which may be used with the approval of the Chief of Police upon 24 hours notice, or 4 hours notice in the event of emergency or unforeseen circumstances. Said approval may not be unreasonably denied.

## **ARTICLE 20 SICK LEAVE**

20.1 Sick Leave Accrual. All Employees shall accrue sick leave at the rate of 10.625 hours for each month worked, and any sick leave accrued, but not used or converted as hereinafter provided, in any year shall be accrued in succeeding years without limit.

20.2 Use of Sick Leave. An Employee eligible for sick leave shall be granted such leave with full normal pay, to be scheduled by the department or division head and to be approved by the City Manager or his designee, for the following reasons:

- a. Personal illness or physical incapacity due to pregnancy, injury or contagious disease;
- b. Illness of a member of the Employee's immediate family requiring the Employee's personal care and attendance; sick leave may also be used for up to five (5) calendar days absence at the time of birth of an offspring and subsequent convalescence of the Employee's spouse;
- c. Enforced quarantine of the Employee in accordance with the community health regulations.

20.3 Sick Leave Verification. At least one (1) hour before the start of his/her assigned shift, an Employee shall inform his/her immediate supervisor of the fact that they are reporting off sick. The exception to the foregoing is when there is a provable inability to make a telephone call. Except in cases of suspected abuse of sick leave, an Employee will not be routinely required to furnish, upon returning to duty, a physician's certificate evidencing that the absence was for one of the reasons set forth in Section 2 above, or absences of seventeen (17) consecutive duty hours or less. An Employee may be required to furnish a physician's statement, stating the

nature of the illness and the date the Employee may return to work, following an absence in excess of seventeen (17) hours or more.

Furthermore, on and after an Employee's sixth (6<sup>th</sup>) sick leave occurrence as defined in paragraph 20.5, below, furnishing a physician's statement shall be mandatory.

Sick leave taken on the Employee's scheduled shift immediately before or immediately after a holiday will require a physician's certificate before any sick leave will be paid.

An Employee using sick leave is required to fill out, sign and submit the City form justifying the use of sick time, before receiving pay for the time used.

The falsification of the City sick leave form or a physician's certificate shall subject the Employee to disciplinary action, up to and including discharge.

20.4 Abuse of Sick Leave. Grounds for suspicion shall include, but not limited to, information received by the City that the Employee is, or was, during any day for which sick leave is claimed:

- a. Engaging in other employment;
- b. Engaging in physical exercise or recreation;
- c. Present in a tavern or other place inconsistent with a claim of illness or injury;
- d. Absent from home or place of confinement or convalescence when called or visited by representatives of the City, except in cases where the Employee can produce verification (such as a hospital or medical clinic admission or treatment slip or a receipt for the purchase of medicines from a pharmacy or reasonable explanation) that his absence was for reasons directly related to the treatment of his/her illness or injury.
- e. Using sick time in a manner that reflects a pattern of use that may be inconsistent with legitimate use.



20.5 Sick Leave Occurrences. An Employee who has eight (8) or more sick leave occurrences in a twelve (12) month period shall be compensated for sick leave for the first day of usage for the ninth (9<sup>th</sup>) occurrence and subsequent occurrences at 80% of the Employee's regular rate of pay. (Example: An Employee misses two (2) days and this is the ninth (9<sup>th</sup>) occurrence in less than a twelve-(12) month period. The Employee will receive sick leave compensation for each day missed at 80% of his/her regular rate of pay for each day of the ninth (9<sup>th</sup>) and subsequent occurrences not to exceed six (6) such days in a twelve (12) month period.) Exceptions to the occurrence rule would be an Employee off under a qualified Family Medical Leave Act usage or being off due to a work related injury as qualified in the Injury Leave Article.

Sick Leave Occurrences are defined as separate occurrences where an Employee reports off work for illness or non-work related injury. (Example: An Employee reports off work for two days, that is one occurrence, then returns to work and sometime later reports off work again, that is a second occurrence and so on.)

20.6 Minimum Charge to Sick Leave. Absence for a fraction of a day that is chargeable to sick leave in accordance with these provisions shall be charged in increments of not less than two (2) hours. Employees who, after reporting to work, are then sent home on sick leave shall be charged for actual time absent.

20.7 Sick Leave Credit on Return to Service. An Employee who is laid off or on unpaid disability leave will, upon reinstatement to service, be credited for any unused sick leave existing at the time of his layoff or leave.

20.8 Sick Leave Credit Upon Transfer. Upon transfer from one division or department to another, unused sick leave shall be available for the transferred Employee's use.

20.9 Payment of Sick Leave to Members Killed in Line of Duty. If an Employee is killed in the “line of duty,” the City shall pay the Employee’s surviving spouse, or, if there is no surviving spouse, the Employee’s estate, all of the Employee’s accrued, unused sick leave as of the Employee’s date of death. For the purpose of this Section, “line of duty” means that the Employee was performing official department business at the time of his death, or the Employee’s death proximately resulted from the member’s performance of his/her lawful duties as a Police Officer.

20.10 Workers’ Compensation. No Employee may receive payment from the City for sickness or injury if he is receiving Workers’ Compensation for the same purpose. Therefore, once a Workers’ Compensation claim has been approved the Workers’ Compensation checks will be signed by the Employee and turned over to the City. The City shall continue to pay the Employee his/her regular paycheck during this period of time.

20.11 Pay for Accumulated Sick Leave. All Employees, at the time of their retirement or resignation in good standing, with ten (10) or more years of service, shall receive payment based on the Employee’s rate of pay at retirement or resignation for accrued but unused sick leave up to the following maximum accruals:

- a. One-fourth (1/4) of the Employee’s accrued but unused sick leave, up to a maximum accrual of 600 hours.
- b. One-third (1/3) of the accrued but unused sick leave in excess of 600 hours.
- c. In no event shall sick leave be permitted to accrue in an amount greater than 1,000 hours.

d. If an Employee is separated from employment through a removal for cause and has unused sick leave to his credit, he shall not be entitled to compensation for accrued and unused sick leave to his credit at the time of separation.

20.12 The occurrence program set forth in paragraph 20.5 shall not apply to Employees who reach and maintain in excess of six hundred fifty (650) accumulated sick leave hours.

## **ARTICLE 21 INJURY LEAVE**

21.1 Each full-time bargaining unit Employee shall be entitled to occupational injury leave (OIL) to a maximum of one hundred twenty (120) calendar days for each qualifying injury. OIL shall be granted to an Employee who suffers an on-the-job injury or illness from an identifiable incident that occurred in the course of performance of his/her official duties within the scope of his/her employment with the Employer and who is off work due to said injury for five consecutive shifts. This wait period may be waived in the sole discretion of the City Manager.

21.2 In the event of a service-connected injury or illness incurred in the active discharge of duty, which injury is not the result of gross negligence, recklessness, self-infliction, or “horseplay” by the Employee, the Employer shall grant the Employee full pay for a period not to exceed one hundred twenty (120) calendar days. This time shall not be charged to the Employee’s sick time.

21.3 An Employee applying for OIL hereunder shall authorize the release to the Employer of all medical information pertinent only to the occupational injury possessed by the Employee’s treating physician(s) and the treatment facility(ies), if so requested by the Employer or its designee, and/or shall agree to be examined by a licensed medical practitioner selected and paid for by the Employer. At that time, the physician shall also document an estimated return to work date for the injured Employee.

21.4 Any Employee claiming an occupational injury or illness under this Article shall file a claim with the Ohio Bureau of Workers’ Compensation (OBWC) as soon as possible. Upon approval of the claim by OBWC, an OIL granted after the fifth consecutive shift absence shall be made retroactive to the first day of absence, and any sick leave or vacation used by the Employee during the first five work days of absence shall be restored to his/her credit. The Employee shall

remit to the Employer all income benefits paid by OBWC for the period during which the Employee received full pay from the Employer while on OIL. In the event the claim is denied by OBWC, the Employee shall revert to sick leave status and shall be charged with sick leave and/or vacation leave for all time paid by the Employer for OIL.

21.5 The Employee must report to the City Manager, or his designee, once a week, or otherwise approved timeframe by the City Manager, during OIL. During the period of OIL, there shall be no employment outside of the Employee's home. If the Employee will be working from his home or from a charitable or civic organization he/she will have to receive prior approval from the City Manager, or his designee.

21.6 It is understood and agreed that the Employer's obligation under this Article is only the Employee's regular rate of pay. If the Employee elects not to accept OIL, the City will not be obligated to compensate the Employee over the amount paid by OBWC. The Employee will also be responsible for paying any portion of Health Care Benefit normally responsible for under this contract and will be invoiced that amount by the City monthly.

21.7 In lieu of granting OIL, the Employer may assign the Employee to transitional work with the approval of, and within the limitations set by, the Employee's treating physician or physician selected and paid for by the Employer. It is strictly the management right of the Employer to determine if transitional work is available.

21.8 No entitlement to OIL shall arise from a personal injury sustained while an Employee is engaged in outside employment of any nature, whether or not such employment is in a law enforcement related field.

21.9 Before an Employee on injury leave will be permitted to return to duty, he/she shall submit to the City Manager's office a physician's statement and any other required

documentation concerning the injury, demonstrating his/her physical ability to satisfactorily perform the duties of his/her position. Additionally, the City Manager may require the Employee to submit to an examination by a physician selected by the City, at the City's expense, if there is any question about the Employee's ability to return to duty.

21.10 The Union and Employees agree with the Employer's Transitional Work Policy, if any, which shall not be limited in any way by this Agreement.

21.11 The Employee will be required to attend all scheduled meetings, unless his/her absence from the meeting has been approved by the Chief of Police, or his designee or the Employee is excused by his or her treating physician. The Employee on OIL will not receive overtime, for attending scheduled meetings, consultations, etc.

**ARTICLE 22**  
**BEREAVEMENT LEAVE, MILITARY LEAVE, JURY LEAVE AND OTHER LEAVE**

22.1 Funeral Leave.

a. Any 5 & 2 schedule employee may be granted usage of funeral leave, upon scheduling by the Chief and upon approval of the City Manager or his designee, for a maximum of five (5) days in the event of a death of an immediate family member. Any 4 & 2 schedule employee may be granted usage of funeral leave, upon scheduling by the Chief and upon approval of the City Manager or his designee, for a maximum of four (4) days in the event of a death of an immediate family member. For purposes of this policy, the “immediate family” is defined as mother, father, child (including step-child), spouse, grandparents, siblings, grandchildren, stepparents, stepchildren, step siblings, or legal guardian or other person who stands in place of the Employee’s parent.

b. Any regular full-time Employee may be granted usage of funeral leave, upon scheduling by the Chief and upon approval of the City Manager or his designee, for a maximum of three (3) days in the event of a death of the following family members: brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, aunt or uncle.

c. One (1) day of funeral leave may be granted by the City Manager or designee for the death of any legal relative or member of the Employee’s household other than those listed above.

d. Funeral leave may be used to grieve, to attend the funeral, make funeral arrangements or attend to other matters directly related to the funeral.

22.2 Military Leave. Military leave shall be in accordance with applicable federal, state, and local laws.

22.3 Jury Leave. The City shall grant full pay to an Employee who is summoned for jury duty or subpoenaed as a witness by any court or other adjudicatory body in cases that arise from a bargaining unit Employees employment with the City. All compensation for such duty must be reimbursed to the City, unless such duty is performed totally outside normal working hours. The City will not pay Employees for court appearances in connection with the Employee's personal matters. This includes, but is not limited to proceedings related to personal traffic citations, divorce proceedings, custody, and juvenile proceedings. If absence from work is necessary for personal matters, the Employee may use vacation time or take an unpaid leave, however, the Employee must request prior approval for this leave to be granted.

22.4 Other Unpaid Leave. In addition to leave specifically addressed in this Agreement, the City Manager, at his sole discretion, may authorize other leaves of absence without pay. The City Manager's decision to grant or not grant a leave of absence not addressed in this Agreement is not grievable.



## **ARTICLE 23 INSURANCE**

23.1 Insurance. The City shall offer a group health care, vision, and dental care insurance program to Employees, equivalent to that offered to other City Employees.

23.2 Health and Dental Care Insurance Premiums. Effective June 1, 2017, the Employee's premium share for health care and dental shall be 17% for the duration of this Agreement.

23.3 Insurance – General Provision.

a. With respect to all insurance coverage provided to Employees, the City retains the right to change insurance carriers or self-insure all or any portion of the benefits as long as the level of benefits remain substantially the same.

b. A difference between any Employee (or his beneficiary) and the insurance carrier(s) or the processor of claims shall not be subject to the grievance procedure provided for in any collective bargaining agreement between the City and the Union. The City will, however, designate representatives who will be available for consultation with claimant Employees (or with a designated Benefit Claim Representative of the Union), so that a full explanation may be given with respect to the basis of disposition of claims.

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

d. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder.

23.4 Availability of Group Coverage. Group coverage shall become available to new members of the bargaining unit upon their application, as of the beginning of the following month or as soon thereafter as coverage under the City's policies can be effectuated.

23.5 If the Employer offers an alternative "buy-up" plan, in addition to the Employee premium share provided in paragraph 23.2, above, Employees selecting such buy-up plan, as the name indicates, shall pay any additional cost incurred by the City between the City's base plan and the buy-up plan.

23.6 Life Insurance. The Employer shall provide and pay for term life insurance coverage for all Employees in the amount of \$25,000.

23.7 Employees who waive healthcare, dental and vision insurance coverage, upon proof of coverage elsewhere, shall be paid a lump sum of \$2,500 for a single plan and \$3,500 for a family plan on the first pay date in November of each plan year.

23.8 Effective January 1, 2015, health insurance coverage for spouses of Employees will be provided upon certification by the Employee that the Employee's spouse is not eligible for insurance coverage from the spouse's employer, subject to the following:

a. In order for a working spouse or adult child to be ineligible for the City of Monroe's health plan, the following situations must apply. First, the working spouse must work thirty (30) or more hours per week, the employer must pay 50% or more of the employee only premium and the plan must meet the Affordable Care Act standards. Spouses who work less than thirty (30) hours, are offered a substandard plan or pay more than 50% of the employee only rate are eligible for the City of Monroe's plan.

b. In order for a working adult child to be ineligible for the City of Monroe's health plan, the following situations must apply. First, the adult child has to be 19 years of age or older.

Under certain situations in the State of Ohio, dependent child(ren) can remain on their parent's plan until age 26, or even 28, with further restrictions. Second, the working adult child must work thirty (30) or more hours per week, their employer must pay 50% or more of the employee only premium and the plan must meet the Affordable Care Act standards. Adult children who work less than thirty (30) hours, are offered a substandard plan or pay more than 50% of the employee only rate are eligible for the City of Monroe's plan.

c. This Working Spouse/Adult Dependent Child Carve Out Policy only applies to spouses and children who are actively at work at an employer group. It does not apply to self-employed spouse/children who have an individual medical plan (non-company sponsored), receive health insurance through a company or government retirement plan, Medicare or COBRA.

## **ARTICLE 24 SAFETY AND HEALTH**

24.1 The City and the Union shall cooperate fully to maintain the highest standard of safety and health in the Police Department in order to eliminate as much as possible accidents, deaths, injuries, and illness in the Police Department.

24.2 The Police Chief or Supervising Lieutenant shall have discretion to remove apparatus from service if in his opinion the mechanical condition of the apparatus warrants removal and he has inspected and filled out the proper paperwork. The final decision and responsibility as to the serviceability of a piece of equipment will rest with the Police Chief.

24.3 The City will agree that blood tests for carbon monoxide poisoning will be provided upon request for any Police Officer treated in a hospital for inhalation of an irrespirable atmosphere and the Police Officer will be given a report of the test upon request. The City will pay any legitimate cost for blood tests not covered by medical insurance or Worker's Compensation as deemed necessary by medical personnel.

24.4 The Chief of the Police Department will determine the types, quality and quantity of all equipment issued for use in the Department. Patrol vehicles will, at a minimum, include shotgun, shotgun racks and plexiglass screens. Where such items are not present, they will be installed or replaced within a minimum of six months.

24.5 There shall be two members from the Police Department appointed to the City-wide Safety Committee. One shall be designated by the Police Chief; the other shall be a Union member designated by the Police Chief.

24.6 The City will continue to furnish safety apparel and equipment consistent with the Ohio Industrial Commission Standards.

24.7 The City will provide, upon request by any member of the Police Department, an inoculation for prevention of Hepatitis, Type B.

24.8 Upon written request, damaged safety equipment and apparel shall be sent for repair and replaced within ten (10) working days after examined by the Police Chief.

24.9 The City will provide, upon request, within a reasonable time, a test for any Employee that through documentation has been exposed to a serious infectious disease, such as AIDS, meningitis, etc. while performing his duties as deemed necessary by medical personnel. The City will pay any legitimate cost for the test not covered by medical insurance or workers' compensation, as well as reasonable expense.

24.10 The City will endeavor to schedule three officers per shift and endeavor to maintain a minimum of two officers at all times per shift.

**ARTICLE 25**  
**RESIDENCY**

As a condition of continued employment, Employees must reside within twenty-five (25) miles of the City of Monroe Police Headquarters. Newly hired Employees must relocate within thirty (30) days of the completion of their probationary period.

**ARTICLE 26**  
**DRUG FREE WORKPLACE**

The Union agrees with and supports the City's drug testing program and is committed to ensuring a safe, drug free workplace. To achieve that goal, the Union hereby agrees to adhere to a drug testing policy in place at the ratification of this Agreement or that is developed by the City hereafter. Implementation of a drug testing policy or any major changes to the City's drug testing program shall be first submitted to the Union for its consideration prior to such implementation or change.

**ARTICLE 27**  
**MODIFICATION, SEPARABILITY AND CONFLICT OF LAWS**

Unless otherwise specifically provided herein, the provisions of this Agreement shall be conclusive as to all bargainable matters relating to wages, hours of work, and working conditions as more fully set forth herein. Therefore, the Employer and the Union, for the term of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or governed by the Agreement unless the Employer and the Union mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.

Should any provision of this Agreement be found to be illegal or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any Article or Section of this Agreement, the parties may agree to meet, if a meeting is requested in writing, within 30 days of such request for the purpose of renegotiating said Article or Section.

The parties agree that this Agreement will be the sole and exclusive recourse available to Employees and the parties hereto, and where provisions of this Agreement conflict in any manner with otherwise applicable provisions of Ohio law, this Agreement shall prevail pursuant to Ohio Revised Code Section 4117.10(A).



## **ARTICLE 28 OUTSIDE EMPLOYMENT**

At the sole discretion of the Police Chief, Employees may hold outside employment so long as they meet the performance standards of their job with the Employer. The outside job shall not conflict with the Employee's duties as a member of the Police Department. Employees shall consider the impact that outside employment may have on their health and physical endurance. All Employees will be judged by the same performance standards and will be subject to the Employer's scheduling demands, regardless of any existing outside work requirements.

If the Police Chief determines that an Employee's outside work interferes with his performance or the ability to meet employment requirements of the Police Department, the Employee may be required to terminate the outside employment if he desires to retain Police Department employment.

Outside employment that constitutes a conflict of interest is prohibited.

The Injury Leave Article of this Agreement shall not apply to Employees who are injured during outside employment.

This Article is not intended to prohibit paid employment with the Police Union.

## **ARTICLE 29 SENIORITY**

29.1 Definition. Seniority shall be defined as the length of continuous service measured in years, months and days that an Employee has accumulated as a full-time Employee in the service of the Police Department.

29.2 Accrual.

a. An Employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the first day the Employee reported for work.

b. Seniority shall accrue during a continuous authorized leave of absence without pay up to six (6) months or for the period of an approved maternity leave, provided that the Employee returns to work immediately following the expiration of such leave of absence or maternity leave; and during a period of continuous layoff not to exceed 6 months, if the Employee is recalled into employment; and during a sick leave of up to 12 months.

29.3 Loss of Seniority. An Employee's seniority shall be lost and employment terminated when he:

- a. terminates voluntarily;
- b. is discharged for cause;
- c. exceeds an official leave of absence;
- d. is laid off for a period of more than 1 year if the Employee has less than 5 calendar years seniority; or is laid off for a period of more than 2 years if the Employee has more than 5 calendar years seniority (during such periods of layoff the Employer will not hire new Employees);
- e. fails to notify the Employer in writing of his intent to return to work on a recall from layoff, within 5 days after the Employer has sent notice to him to return by letter or

telegram with a copy to the Union to the last address furnished to the Employer by the Employee. It shall be the responsibility of the Employee to advise the Employer of his current address.

29.4 Application. Seniority shall apply in layoffs and recalls and for scheduling of vacations as provided in the general orders, rules, regulations and procedures of the Employer.

29.5 Layoff: In the event of a layoff, probationary Employees will be laid off first without regard to their individual periods of employment. Non-probationary Employees shall be laid off next in order of their seniority. In the event a Sergeant becomes subject to layoff, he/she shall be permitted to take a position as a police officer. Recalls shall be made by seniority when the former position as a Sergeant become available again.

29.6 Recall. Whenever a vacancy occurs in a position for which a laid off Employee is qualified, such Employees shall be recalled in accordance with their seniority in the reverse order in which they were laid off.

**ARTICLE 30**  
**WAIVER IN CASE OF EMERGENCY**

30.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Butler County Sheriff, the City of Monroe, or the Federal or State Legislature, such as for Acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- a. Time limits for the processing of grievances; and
- b. All work rules and/or agreements and practices relating to the assignment of Employees.

30.2 Upon the termination of the emergency, should a valid grievance exist, it shall be processed in accordance with the provision outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they had properly progressed prior to the emergency.

## **ARTICLE 31 CANINE OFFICER**

The City and the Union hereby agree to the following terms and conditions of employment for the officer assigned duty as canine officer for the period of ninety (90) calendar days following the acceptance by the City and ratification by the Bargaining Unit. During this ninety (90) day period, the parties shall attempt to reach a Memorandum of Understanding modifying the terms of this Article.

31.1 The canine will be the property of the City. The City will provide all food, equipment (including the dog house and kennel facilities), insurance, necessary licenses and veterinarian services for the canine.

31.2 The canine officer will receive \$5.00 per day for the care of the canine. Such care will normally include, but not be limited to, feeding, bathing, grooming, medical attention, exercising, and related vehicle care. The canine officer will also be permitted to report to duty ½ hour late or leave the shift ½ hour early each normally scheduled shift. The above schedule modification shall not effect the normal accrual rate for holiday time, sick leave, vacation time, etc.

31.3 The City reserves the right to require schedule changes to accommodate activities such as, but not limited to, the following: public relations engagements (e.g., school programs, civic group appearances, City Council demonstrations, etc.) and training sessions.

31.4 The canine officer will be responsible for the care and maintenance of the assigned canine, which will include maintaining his/her assigned canine vehicle in a clean and disinfected condition. The canine will live at the residence of the canine officer. The Chief of Police, or his designee, reserves the right to inspect the boarding accommodations provided for the canine.

31.5 The City will provide for boarding of the canine when the canine officer is on vacation or other approved absences from work. The Chief or his designee of the patrol division must be contacted in advance and approve the arrangements.

31.6 Canine officers are subject to callout twenty-four (24) hours a day. In the event the Canine Unit is called out, he/she shall receive a minimum of three (3) hours call out at the appropriate rate of pay. The canine officers will work out an equitable call out procedure with the Chief or his designee.

31.7 Canine Units shall be allowed at least forty (40) hours per year to attend K-9 in service training at a nationally recognized training facility. The City shall pay all expenses for the Canine handler to attend such training. The City shall also pay the costs for handlers to belong to USPCA and NAPWDA.

31.8 Canine officers are eligible for up to eight (8) hours of training per week to maintain proficiency in patrol (4 hours) and drug tasks (4 hours) as required by several court decisions involving canine officers. This training is to be conducted during the Canine officer's scheduled shift. Normal training day is every Wednesday from 8:00 a.m. to Noon. Any deviation from this training schedule must be approved by the Sergeant in charge of the K-9 program or the Patrol Commander.

31.9 Upon the retirement of the canine, the City shall allow the handler to keep the canine in accordance with Ohio Revised Code § 9.62 pertaining to retirement of canine and equine units.

31.10 This Section represents a reasonable agreement and full payment to each canine officer according to Section 7(g)(2) of the FLSA and 29 C.F.R. § 785.28. If the canine officer engages in activity beyond the necessary degree of training and care for the canine that is for the benefit of the City, such activity must be reported to his supervisor in writing.

## **ARTICLE 32 DURATION OF AGREEMENT**

This Agreement shall be effective as of midnight on the 1st day of June, 2020, and shall remain in full force and effect until midnight on the 31st day of May, 2023.

If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than 120 calendar days prior to the expiration date of this Agreement, and no later than 90 calendar days prior to the expiration date of this Agreement. Such notice shall be via certified mail with return receipt requested or a date and time stamped letter of intent. The parties shall commence negotiations within 2 calendar weeks upon receiving notice of intent. Failure to give the required notice shall result in the expiration of the Agreement, or its continuation for a period of 1 year, at the option of the Employer.

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and Union and all prior agreements, practices and policies, either oral or written are hereby canceled. Therefore, both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

**FOR THE OHIO PATROLMEN'S  
BENEVOLENT ASSOCIATION**

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**FOR THE CITY:**

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William J. Brock, City Manager

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Robert Buchanan, Chief of Police

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Kacey Waggaman,  
Director of Human Resources

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Karen Ervin  
Director of Finance

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Donald L. Crain, Frost Brown Todd LLC

Approved as to form:

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Philip Callahan, Law Director



## APPENDIX A

Uniform items to be issued as per Article 17:

- 1 Jacket, waterproof
- 1 rain coat
- 5 winter shirts
- 5 summer shirts
- 5 trousers
- 2 caps, dress and knit "Police"
- 2 ties
- 3 police badges, 2 large shield for coat, 1 small for wallet
- 1 cap badge
- 3 pair of collar brass, two small and one large for coat
- 2 name plates
- 1 duty belt
- 1 trouser belt
- 1 duty holster
- 1 double magazine pouch
- 1 chemical agent (i.e., mace)
- 1 mace pouch
- 1 asp
- 1 asp holder
- 2 handcuff cases – or – 1 double cuff case
- 2 sets of handcuffs
- 1 portable radio
- 1 radio holder
- 1 duty weapon with three magazines
- 4 belt keepers
- 1 pair waterproof boots
- 1 pair of shoes – or – additional pair of boots
- 1 metal clip board
- 1 metal citation clip board
- 1 bullet proof vest and carrier
- 1 biohazard glove case
- 1 TAZER with 2 cartridges
- 1 TAZER holster
- 1 duty bag
- 1 flashlight

Items that can optionally be purchased using clothing allowance:

Whistle

Whistle chain

Bullet proof vest

Additional vest carrier

Heavy duty boot socks  
Leather patrol duty gloves  
Extra handcuffs  
Off duty holster  
Ventilated t-shirts  
Binoculars  
Tie tacks  
Recording device  
Duty bag  
Class "A" Uniform  
Stinger stream light  
Stinger light holder

In addition, the department shall provide the officers with biohazard gloves, notepads, pens, and duty ammunition as needed. Also, any item not listed above may be purchased with the allowance, provided that advance permission is obtained from the Chief of Police or his designee.

## APPENDIX B

[INCREASES OF 3.0% = 2020; 3.0% = 2021; AND 3.5% = 2022]

### PATROL OFFICER

|                | STEP ONE<br>Officers in<br>Field Training | STEP TWO<br>After Field<br>Training | STEP 3   | STEP 4   | STEP 5   | STEP 6** |
|----------------|-------------------------------------------|-------------------------------------|----------|----------|----------|----------|
| June 1<br>2020 | \$48,342                                  | \$53,007                            | \$58,139 | \$63,784 | \$69,995 | \$73,495 |

| ***            | <del>Eliminated<br/>Step One</del> | STEP ONE<br>Officers in<br>Field Training | STEP TWO<br>After Field<br>Training | STEP 3   | STEP 4   | STEP 5   | STEP 6   |
|----------------|------------------------------------|-------------------------------------------|-------------------------------------|----------|----------|----------|----------|
| June 1<br>2021 | <del>\$49,792</del>                | \$54,597                                  | \$59,883                            | \$65,698 | \$72,095 | \$75,700 | \$79,485 |
| June 1<br>2022 | <del>\$51,535</del>                | \$56,508                                  | \$61,979                            | \$67,997 | \$74,618 | \$78,350 | \$82,267 |

| SERGEANTS*   |              |              |
|--------------|--------------|--------------|
| June 1, 2020 | June 1, 2021 | June 1, 2022 |
| \$83,784     | \$90,613     | \$93,784     |

\*Sergeant Differential = 14%

\*\* Current Step 5 officers will move to Step 6 on their anniversary date after 6/1/2020.

\*\*\* Step # references are adjusted on 6/1/2021 due to elimination of prior Step 1 and addition of new Step 6. Officers will transition equitably to the adjusted scale in 2021. Example: 2020 Step 3 will move to 2021 Step 2 on 6/1/2021 and then increase to 2021 Step 3 on their anniversary date after 6/1/2021.

**EMERGENCY RESOLUTION NO. 57-2020**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (SERGEANTS), AND DECLARING AN EMERGENCY.

WHEREAS, negotiations between the City of Monroe and the Ohio Patrolmen's Benevolent Association (Sergeants), have been ongoing; and

WHEREAS, as a result of said negotiations the parties have reached an agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: Council hereby authorizes the City Manager to enter into a Collective Bargaining Agreement by and between the City of Monroe and the Ohio Patrolmen's Benevolent Association (Sergeants), pursuant to the terms and conditions he deems appropriate and necessary in the best interest of the City.

SECTION 2: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to enter into said agreement at the earliest possible date in order to maintain, insure and/or increase the general efficiency of the police department and the existing harmonious relationship between the sergeants of the police department and the City of Monroe. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: \_\_\_\_\_

ATTEST:

APPROVED:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

—

AGREEMENT BETWEEN

THE CITY OF MONROE

AND THE

OHIO PATROLMEN'S BENEVOLENT  
ASSOCIATION  
(Sergeants)

|

EFFECTIVE: June 1, ~~2017~~2020 to May 31, ~~2020~~2023

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

1.1 This Agreement is between the City of Monroe, Ohio, hereinafter referred to as the “Employer” or “City,” and the Ohio Patrolmen’s Benevolent Association, hereinafter referred to as the “Union” or “OPBA,” a labor organization as defined in Chapter 4117 of the Ohio Revised Code.

1.2 This Agreement is made for the purpose of promoting cooperation and continuous harmonious relations between the Employer, its Employees, and the Union.



**ARTICLE 2**  
**RECOGNITION, MEETINGS, BULLETIN BOARD**

2.1 Recognition. The Employer recognizes the Union as the sole and exclusive representative for all full-time Employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board as follows:

Included: All full-time police sergeants;

Excluded: Chief, all other Employees.

2.2 Meetings. In the interest of sound labor/management relations, once each quarter or as mutually agreed, the Employer and/or designee(s) shall meet with not more than two members of the bargaining unit, upon written request, for the purpose of:

- a. disseminating general information of interest to both parties
- b. giving the Union representatives the opportunity to share views of their members and/or suggestions on the subjects of interest to their members;
- c. discussing ways to improve efficiency and safety and health issues within the department;
- d. promoting harmonious relations between Employer and the Union in the best interest of the community.

2.3 Bulletin Board. Bulletin board space will be provided within the Police Department facility for use by the Union and members of the bargaining unit. The City may post notices on the board of matters relating directly to police business and vacancies within the Police Department. The Union may post on the board notices relating to recreational and social events applicable to members of the bargaining unit; election or election results; general membership meetings and other related business meetings; general Union business of interest to members of the bargaining unit.

2.4 Union Activity. Employees shall be permitted, upon reasonable notice to the Chief or designee, to conduct Union related activity during working hours so long as it does not unreasonably interfere with departmental operations.

**ARTICLE 3**  
**ASSOCIATES/UNION BUSINESS**

3.1 The Union is authorized to select one (1) associate and one (1) alternate to conduct approved Union business for the bargaining unit. The associate/alternate upon giving reasonable notice, and upon authorization from the Chief or his/her designee, may be allowed reasonable time off without loss or gain in pay to investigate a grievance, consult with the Employer in processing a grievance, or to assist in the settlement of disputes. Permission to investigate and/or process a grievance or attend a disciplinary hearing during on duty time is at the sole discretion of the Employer. In addition, the Director and or his or her alternate will each be permitted to utilize sixteen (16) hours of paid leave, other than sick leave, annually, for the purpose of attending union-related training and/or attending to other union business. Said union leave will be granted upon reasonable notice to the Employer.

## **ARTICLE 4 MANAGEMENT RIGHTS**

4.1 The Union recognizes that the City shall have the exclusive right to manage the operations, control the premises, direct the work force and maintain efficiency of operations.

Among the City's management rights, but not by way of limitation, are the following:

- (1) To direct and evaluate the work of Employees;
- (2) To determine the mission of the department and the personnel, methods, means, and procedures necessary to most efficiently fulfill that mission;
- (3) To determine the size and composition of the work force;
- (4) To suspend, discipline, reduce or discharge Employees for cause;
- (5) To lay off Employees or abolish positions;
- (6) To hire, schedule, promote, demote, transfer and assign Employees;
- (7) To recruit, select, and determine the qualifications and characteristics desired in new hires;
- (8) To schedule or not schedule overtime as required in the manner most advantageous to the requirements of efficient department operations;
- (9) To determine the locations, size and number of facilities;
- (10) To determine the quality standards and level of service required;
- (11) To schedule Employees and establish their hours and days of work;
- (12) To select the type, quantity and quality of equipment, tools and machinery to be used in the methods of operating them and the responsibilities therefore;

- (13) To establish and require conformance to, rules of conduct including Standard Operating Procedures (SOP's) and Standard Operating Guidelines (SOG's);
- (14) To train or retrain Employees as management deems appropriate and to require Employees to maintain certifications, including but not limited to firearms certification;
- (15) To generally manage the Police Department's business as it deems best;
- (16) To establish, after consultation with the Union, and enforce a tardiness and absenteeism policy permitting discipline, including termination, for any violation thereof; and
- (17) To establish, after consultation with the Union, and enforce a Drug and Alcohol Policy permitting discipline, including termination, for any violation thereof.

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

4.3 The City agrees that, to the extent possible, work rules, standard operating procedures and standard operating guidelines that are promulgated shall be reduced to writing with copies to the Union and affected members in advance of their effective date.

**ARTICLE 5**  
**NO STRIKES/NO LOCKOUT**

The OPBA and the members agree that there shall be no strikes. The term, “strike”, shall have the same definition for purposes of this Agreement as contained in 4117.01(H) of the O.R.C. and shall additionally include any effort to use sick leave, to be absent from work without permission, or to abstain from performance of assigned duties if used for the purpose of inducing, influencing or coercing a change in wages, hours, terms or other conditions of employment. In the event that a member is engaged in a violation of this article, the OPBA shall, upon request of the City, and concurrence of the OPBA that an unlawful strike is being engaged in, immediately notify such member that the member is in violation of this Article and direct the member to resume normal work activities. The City may also request the OPBA to publicly denounce any violation of this Article.

The City agrees that it will not lock-out members covered by this Agreement during the course of this Agreement. The term “lock-out” shall have the same definition, for the purpose of this Agreement, as contained in Chapter 4117 of the Ohio Revised Code.

**ARTICLE 6**  
**PROBATIONARY PERIOD**

Each newly appointed Sergeant shall be required to successfully complete a one (1) year probationary period. The length of the probationary period shall be one (1) year. The calculation of the one (1) year period shall begin the first day for which the Employee receives compensation as a Sergeant from the Employer.

A newly appointed Sergeant may be demoted, at any time during his probationary period, and shall have no appeal rights through the grievance-arbitration procedure or through a Court of Law.

## **ARTICLE 7 DUES DEDUCTION**

7.1 OPBA Dues Deductions. The City agrees to deduct from the wages of any employee who is a member of the OPBA, all OPBA membership dues uniformly required. The OPBA will notify the City from time to time of the dues it charges and its current membership. All members of the Bargaining Unit shall either become dues paying members of the OPBA or, as a condition of continued employment, remit to the OPBA a fair share fee in an amount set from time to time by the OPBA in accordance with the provisions of O.R.C. § 4117.09(C). Said amount shall be deducted from all wages of all such non-members on the same basis as the deductions made for dues from members of the OPBA. Nothing in this section shall be construed to require any employee to become a member of the OPBA. The OPBA agrees to save the City harmless in the event of any legal controversy with regard to the application of this provision. All dues and fair-share fees collected shall be paid over by the Employer once each month to the OPBA.

7.2 Other Deductions. The City further agrees to deduct from the pay of those employees authorizing such deduction, and turn over to the appropriate party, monies designated for the purposes such as credit union, savings bonds, United Appeal, and similar causes in accordance with the City's current policy on payroll deductions. These deductions shall be subject to the City's ability to maintain an efficient payroll procedure.

7.3 Direct Deposit. The City shall provide direct deposit and Employees' pay checks shall be directly deposited effective thirty (30) days after the execution of this Agreement.



**ARTICLE 8**  
**NO DISCRIMINATION**

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

There shall be no discrimination by the Employer or the Union against any Employee on the basis of such Employee's membership or non-membership in the Union.

## **ARTICLE 9 DISCIPLINE**

9.1 The parties recognize that discipline is essential to the operation of the City and agree that fair discipline is necessary for the public interest and the morale and welfare of the Employees. The object of these provisions is to assure that the relevant facts are fairly developed so that an informed decision can be made by the Employer regarding whether and the extent to which discipline shall be imposed.

9.2 No bargaining unit member shall be disciplined except for just cause. Just cause shall include, but not be limited to: dishonesty, bribery, misfeasance, malfeasance, nonfeasance, misconduct in office, neglect of duty, immoral conduct, habitual drunkenness, illegal use of controlled substances, incompetence, insubordination, refusal to obey orders given by proper authority, discourteous treatment of the public and violation of divisional standards of conduct on and off duty.

9.3 Forms of disciplinary action shall be:

- a. ***Documented Verbal Reprimand***
- b. ***Written Reprimand***
- c. ***Suspension*** without pay
- d. ***Reduction in Pay/Position***
- e. ***Discharge***

Discipline shall be applied progressively, but it is understood that some serious violations may warrant suspension without pay or immediate discharge. In following the principle of “the punishment should fit the crime,” the Employer will take into consideration the nature of

violation, the Employee's record of discipline and the Employee's record of performance and conduct.

- a. *A pre-disciplinary conference with the Chief of Police or his designee holding the rank of Lieutenant or higher will be conducted prior to the issuance of a reprimand. The Chief or Officer who conducts the hearing will make a determination of discipline and either dismiss the discipline without record, or issue the reprimand.*
- b. *If the Employee does not agree to the reprimand determination issued by an Officer other than the Chief of Police, they may appeal to Step 2 of the grievance procedure outlined in Article 11.*
- c. *If the Employee does not agree to the reprimand determination issued by the Chief of Police, they may appeal to Step 3 of the grievance procedure outlined in Article 11.*

Documented verbal reprimands and written reprimands will not be subject to Step 4 (Arbitration) of the grievance procedure outlined in Article 11.

9.4 When the Employer (through its management agents) believes that an Employee is guilty of an act or omission for which disciplinary action above a written reprimand is warranted, the following steps shall apply:

- a. The Employee will be promptly notified that he or she is accused of conduct for which discipline is contemplated and the Employee shall be advised of the nature of the alleged conduct and the nature of the evidence against him or her, the time and place of a conference with the Chief of Police, and his or her right to bring with him or her to the conference an OPBA representative.

b. At the conference with the Chief of Police, the charges will be stated to the Employee and the Employee shall have an opportunity to offer his explanation, defense, or mitigating circumstances.

c. At the conclusion of the conference, the Chief of Police shall do one of the following:

- (1) Dismiss the allegations as unfounded without record; or
- (2) Provide a written determination, including a specification of charges, upon the imposition of appropriate discipline of record.

d. If the employee does not accept the Chief's recommendation, he or she may grieve the determination to Step 3 of Article 11. Any agreement reached between the OPBA, the Employee, and the Employer at this stage shall be final and binding on the OPBA, the Employee, and the Employer and shall not be subject to further appeal.

e. If no agreement is reached, the Employee shall then have the right to submit the matter to arbitration in accordance with Step Four of the Grievance Procedure.

f. An Employee under investigation for commission of misconduct which would constitute a crime with respect to which "Miranda" warnings are required to be given, shall be advised, prior to questioning, of his "Miranda" rights. An Employee who is under investigation for misconduct which would not constitute criminal conduct subject to "Miranda" rights will be informed, prior to questioning, that he is the subject of an investigation, the nature of the suspected misconduct, and his right to have representation of his choice present during the questioning. The Employee, upon request, may obtain postponement of the questioning for a reasonable period not to exceed twenty-four (24) hours in order to arrange for representation to be present for the questioning if the Employee so desires.

Failure by an Employee to completely respond to a relevant question, after being informed of his Garrity rights and being ordered to do so, may be deemed refusal and may result in disciplinary action.

g. Interrogation, questioning, or interviewing of a bargaining unit member accused of misconduct shall be narrowly tailored in scope to the misconduct specifically alleged. In addition, interview sessions will be of reasonable length and shall accommodate personal necessities. Interviews shall be conducted during the Employee's working hours unless mutually agreed by the parties. Any tape recorded interviews will be copied and made available to the other party upon request.

h. These disciplinary procedures and the grievance and arbitration procedures of this Agreement are in lieu of the civil service laws and regulations under Chapter 124 of the O.R.C. and the City Charter pursuant to the provision of R.C. Section 4117.10(A).

i. As an alternative or in addition to the above, in the event of a serious incident, an internal investigation may be conducted by an investigative team chaired by the Chief of Police.

j. No Employee will be compelled to take a polygraph examination and/or a CVSA.

**ARTICLE 10**  
**PERSONNEL FILES**

10.1 Records of Disciplinary Actions:

a. Unfounded or unsubstantiated complaints against an Employee will not be placed in the Employee's personnel file.

b. Verbal Counselings and records of verbal counselings are not considered disciplinary actions, and will contain a statement to that effect.

c. Written reprimands, records of verbal reprimands and counselings, and all other Employer actions are permanent records.

d. An Employee's official personnel file shall be kept in the office of the City Manager and shall consist of all records from the Employee's initial date of employment with the Police Department.

e. For the sole purposes of discipline, grievance and arbitration procedures:

(1) Written reprimands and records of verbal reprimands and counselings will have no force and effect eighteen (18) months after the record was entered into the Employee's file, provided no other disciplinary actions, including written reprimands and records of verbal reprimands and counseling, have occurred during this eighteen (18) month period.

(2) Suspensions without pay of five (5) days or less will have no force and effect thirty-six (36) months after the record was entered into the Employee's file, provided no other suspensions without pay or demotions have occurred during this thirty-six (36) month period.

(3) Suspensions without pay in excess of five (5) days will have no force and effect seventy-two (72) months after the record was entered into the

Employee's personnel file, provided that no other suspensions or demotions have occurred during this seventy-two (72) month period.

f. Employees shall, upon request, be permitted access to his personnel files pertaining to employment.

g. Signatures on evaluations only reflect that the evaluation has been reviewed by the Employee and does not represent that the Employee agrees with its contents. The Employee shall receive a copy of the evaluation at the time of signing.

## **ARTICLE 11 GRIEVANCE PROCEDURE**

11.1 A grievance shall be described as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination, or any breach thereof, and shall be processed and disposed of pursuant to the steps set forth below, except that every grievance will start at the step above the step occupied by the person in the organizational hierarchy that made the decision that triggered the grievance procedure. However, in no event will a grievance be initiated at Step 4 of the grievance procedure.

a. Step 1:

Within a reasonable time, not to exceed 10 calendar days, excluding weekends and holidays, following the date of occurrence, an Employee having a grievance and/or his Union representatives shall put the grievance in writing and take it to the Supervising Lieutenant. The Employer shall give its answer to the Employee and/or his Union representative within 5 calendar days, excluding weekends and holidays, after the presentation of the grievance in Step 1. Within this 15 calendar day period, excluding weekends and holidays, the Employee is encouraged to seek to resolve his grievance on an informal basis.

b. Step 2:

If the grievance is not settled in Step 1, the grievance may, within 10 calendar days, excluding weekends and holidays, after the answer in Step 1, be presented in Step 2 in writing to the Police Chief or his designee and must contain a statement as to why the City's answer in Step 1 does not



resolve the grievance. At this time a Representative of the Union may be in attendance at a meeting where, if both parties agree, witnesses and/or evidence may be presented that relate to a resolution of the grievance. A grievance so presented in Step 2 shall be answered by the Employer within 5 calendar days, excluding weekends and holidays, after its presentation.

c. Step 3:

If the grievance is not settled in Step 2, the grievance may, within 10 calendar days, excluding weekends and holidays, after the answer in Step 2, be presented in Step 3 in writing to the City Manager or his designee and must be accompanied by a reason or reasons why the City's answer at Step 2 does not resolve the grievance. At this time a Representative of the Union may be in attendance at a meeting where, if both parties agree, witnesses and/or evidence may be presented that relate to a resolution of the grievance. A grievance so presented in Step 3 will be answered by the Employer within 5 calendar days, excluding weekends and holidays, after either its presentation to the City Manager or his designee, or the date of the meeting, whichever is later.

d. Step 4:

A grievance which has not been resolved in steps 1 through 3 may be referred to arbitration as set forth in the "Arbitration" Article of this Agreement.

11.2 Any disposition of a grievance from which no appeal is taken by the aggrieved Employee or the Union within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

11.3 Any grievance or appeal of a grievance that is not ruled upon by the Employer within the time limits herein shall be deemed denied and shall automatically proceed to the next step in this grievance procedure.

## **ARTICLE 12 ARBITRATION**

### 12.1 Procedure for requesting.

a. A grievance as defined in the “Grievance” Article of this Agreement, which has not been resolved thereunder and which a party wishes to take to Arbitration shall, within 10 calendar days, excluding weekends and holidays, after the completion of Step 4 of the Grievance Procedure, be referred for arbitration by either party to this Agreement by directing a written demand therefore to the Arbitration and Mediation Service (“AMS”) and by sending a copy of the notice to the other party.

b. The arbitrator shall be a mutually agreed upon neutral third party selected from a list of 9 potential arbitrators furnished by AMS who maintain an office within one hundred twenty-five (125) miles of the City of Monroe, Ohio. Selection shall be by virtue of the strike and rank method. The arbitration shall be conducted in accordance with AMS rules.

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

12.3 Binding effect. The award of the arbitrator hereunder shall be binding on the Employer, the Employee and the Union.

### 12.4 Powers of the Arbitrator.

a. The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement. Furthermore, in explanation of the Employer’s right to promulgate rules and regulations, general orders and standard operation procedures set forth herein in the

Management Rights clause, the Union or grievant shall not have recourse through the grievance and arbitration procedure to challenge the reasonableness or appropriateness of the Employer's existing or future rules and regulations, general orders or standard operating procedures, provided that the Employer has given the Union or Employees the required notice and permits the Union, upon request, to meet and confer with respect to the proposed rule.

b. This provision does not prevent an Employee disciplined by any such existing or future rule to grieve the application of that rule to his particular circumstances.

## ARTICLE 13 MISCELLANEOUS

13.1 OPBA Officials Roster. The OPBA shall provide the Administration an official roster of its officers, sergeants and representatives within 30 days of the effective date of this Agreement. This roster will be updated within thirty (30) days of any change, and will include the following:

- a. Name
- b. Address
- c. Home Telephone Number
- d. Immediate Supervisor
- e. OPBA Office Held

The Administration agrees that this roster shall not be made available to the public by the Administration, that only Administration Employees with a legitimate need to know shall have access to the roster, and that unlisted home telephone numbers will not be shared with anyone outside the Administration. However, the parties recognize that the City may be required to disclose the OPBA official roster pursuant to state or federal laws and that such disclosure made pursuant to such laws does not constitute a violation of any provision of this Agreement.

13.2 Purchase of Service Weapon. A member who honorably retires from active duty may purchase his/her service weapon from the Police Department if the member has twenty or more years continuous service with the Department. The cost of the service weapon shall be One Dollar (\$1.00). In addition, the Employee will be provided with a retirement badge by the City at no cost to the Employee.

13.3 Cell Phone. All ~~investigators/detectives, including any assigned to any task force,~~ sergeants will receive the option of utilizing a cell phone provided and paid for by the City or may decline the City-provided cell phone and receive a monthly stipend of Fifty-Two

Dollars (\$52.00) to defray the cost of providing his or her own cell phone for utilization for departmental business.

## ARTICLE 14 WAGES

14.1 Rates of pay for Employees shall be in accordance with the step schedule attached as Appendix B, which rates will become effective beginning with the first full pay period after June 1, ~~2017~~2020. These rates of pay are subject to the conditions set forth below:

- A. Application of Hourly Rates. The hourly rates as set forth under this section are based on a 2080-hour work-year and shall be used to calculate salaries for hours actually worked or in paid status for the appropriate pay range and pay step.
- B. Evaluations. All step increases will occur on the officer's anniversary date provided that the Employee has one full year in service with the Monroe Police Department and has a satisfactory evaluation, including satisfaction of all departmental tardiness and attendance standards.
- C. Shift Differential: Sergeants who are assigned to second or third shift will be entitled to an hourly shift bonus of \$0.55, in addition to their regular hourly rate.
- D. Benefits: All benefits that are affected by the mid-year start date of this Agreement shall be prorated accordingly.
- E. In addition to the increases set forth above, Sergeants' differential between the rank of Patrol and Sergeant shall be 14% in accordance with Appendix B.

14.2 Specifications of the Pay Plan. The rate of pay for members affected by personnel actions listed below shall be as follows:

- A. Disciplinary Demotion. Whenever a member is demoted for disciplinary reasons, he shall be paid at the top step in the lower pay grade.
- B. Voluntary or Physical Disability Demotion.

- (1) Whenever a member with regular full-time status requests and is granted a voluntary demotion, he shall be paid at the top step in the lower pay grade.
  - (2) Whenever a member with regular full-time status is given a demotion by reason of a service-connected physical disability, he shall be paid at the top step in the lower pay grade.
  - (3) Whenever a member is terminated due to either a lack of work and/or funds in one classification and is entitled to an automatic demotion to a lower classification where he previously held regular full-time status, the rate of pay of the member shall be established as provided in (1) above.
  - (4) Whenever a member is given a demotion due to a physical disability, his rate of pay shall be established as described in either (1) or (2) above, whichever is applicable.
- C. Re-appointment. Whenever a member is re-appointed to a position where he previously held regular full-time status, his rate of pay shall be that at which he was being paid at the time of his separation from that class with the approval of the Chief of Police.
- D. Re-employment. Whenever a member is re-employed by the City, his rate of pay shall be that at which he was being paid at the time of his separation from City employment, with the approval of the Chief of Police.
- E. Return From Military Leave. Whenever a member returns from military leave, he shall be restored to his former position at the step which corresponds to the step he received at the time of his departure and, in addition, shall be granted any increase in salary had he not entered the military.

## **ARTICLE 15**

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

This Article is intended solely to define the currently expected hours of work, which shall be subject to change as the City determines in its discretion to be appropriate to meet operation conditions, and to provide the basis for the calculation and payment of overtime. It does not constitute a guarantee by the City that such hours or any overtime shall in fact be worked.

15.1 Definition. The workweek shall consist of four (4) eight and one half (8 ½) hour workdays and two (2) days off. Absent emergency conditions regarding otherwise, days off shall always be consecutive days, though not necessarily in the same workweek.

15.2 Distribution of Overtime. The amount of overtime necessitated by call-back work and the Employees required to work such hours shall be established by the City, provided, however, that such overtime and call-back work will be distributed equitably and consistent with the needs of the Police Department. An overtime list will be utilized in an attempt to fill call-offs. When this procedure fails, the Employee with the lowest number of hours will be mandated to work. In addition, when a vacancy is created by the absence of a sergeant, the opportunity to fill that vacancy will first be offered to sergeants, regardless of their position on the overtime list. Off-going Employees may be held over until vacancies can be filled. Such overtime list will be zeroed out each January 1.

15.3 No Pyramiding. There shall be no duplication or pyramiding in the computation of overtime or other premium wages. Nothing in this Agreement shall be construed to require the payment of overtime and other premium pay more than once for the same hours worked.

15.4 Call-In Pay. Any Employee called in to perform work on a non-regularly scheduled duty day shall be compensated for a minimum of three (3) hours pay at the applicable straight time (or



overtime, if applicable) rate for such work, unless the work is contiguous with the Employee's regularly scheduled work hours. Where the work is contiguous with the Employees regularly scheduled hours, the Employee shall be compensated for those hours actually worked.

15.5 Basis for Computing Overtime and Premium Pay. Overtime pay will be earned and computed consistent with the following:

a. A 5 & 2 schedule Employee of the Police Department will receive overtime compensation for all hours worked in excess of 80 hours per 14-day work period. The overtime rate of pay will be one and one-half (1-1/2) times the Employee's hourly pay rate, as defined by the Fair Labor Standards Act.

A 4 & 2 schedule Employee of the Police Department will receive overtime compensation for all hours worked in excess of regularly scheduled hours during the two week pay period, not including sick time off as set forth in 15.5b of this contract. The overtime rate of pay will be one and one-half (1-1/2) times the Employee's hourly pay rate, as defined by the Fair Labor Standards Act

b. As used in this section, hours worked shall be defined as set forth in the Fair Labor Standards Act, as amended, except that vacation, holiday and personal days, as paid time off, shall count toward that calculation of the overtime threshold referenced in paragraphs 15.5 a.

15.6 Exchange of Shifts. Employees shall have the right to temporarily exchange shifts when the exchange does not interfere with the operation of the Police Department, subject to approval by the Police Chief or ~~Supervising Lieutenant~~this designee, and provided that the exchange does not result in the payment of overtime to the parties involved. This shall be limited to no more than 3 exchanges per month. An exchange request shall be authorized at least 3 days prior to the first exchanged date. Supervisory Employees may only exchange with supervisory Employees

and non-supervisory Employees may only exchange with non-supervisory Employees except when the non-supervisory Employee would otherwise be assigned the duties of Officer In Charge (O.I.C.). The Police Chief or ~~Supervising Lieutenant~~this designee may refuse an exchange request if the request would affect services to the City.

15.7 Shift Changes. The Employer, under ordinary circumstances, will not change shifts more than (4) times per calendar year.

15.8 Notwithstanding paragraph 15.5 above, officers “frozen over” (held over unexpectedly from their scheduled shift due to the absences of an officer scheduled for their relief) will be entitled to overtime, at time and one-half (1 ½) their regular rate, for consecutive hours worked beyond 8 hours for 5 & 2 Employees and 8 ½ hours for 4 & 2 schedule Employees or the length of the next shift. This provision shall not apply to regularly scheduled double shifts.

15.9 Notwithstanding the provisions of paragraph 15.8, third shift officers may only be involuntarily “frozen over” for a period not to exceed four (4) hours, with the exception of regularly scheduled double shifts. In the event a third shift officer declines to work a consecutive frozen over eight (8) hour shift, the City retains the option of not staffing the remainder of such following shift.

15.10 Compensatory Time.

a. All overtime work shall be compensated, at the Employee’s election, either at the rate of one and one-half (1½) the Employee’s regular rate of pay, or in compensatory time accrued at the same rate, which may be accrued and used up to a maximum of fifty (50) hours ~~per calendar year~~. All OVI Grant hours worked by officers, due to Grant wording, must be taken as overtime pay and not to be taken as compensatory time (per 4/16/12 MOU).

b. Compensatory time pursuant to the minimum standards of the Fair Labor Standards Act ("FLSA") shall be granted according to law, provided forty-eight (48) hours advance notice is given by the Employee. Compensatory time earned in excess of the minimum standards of the FLSA shall be granted, provided forty-eight (48) hours advance notice is given by the Employee, and provided that the City will not incur overtime liability as a result of honoring the compensatory time request. The notice provisions of this section may be waived upon mutual agreement of the parties.

c. Employees may choose to receive pay for any and all accumulated compensatory time once annually, by notifying the Employer of his or her desire to be paid for a designated amount of compensatory time ~~prior to November 1 of each calendar year~~. The payment will be made to the Employee ~~in the first pay period in December~~ within thirty (30) days of receiving the request.

15.11 If an officer is switched from a 4 & 2 to a 5 & 2 schedule or a 5 & 2 to a 4 & 2 schedule mid-year, efforts will be made to prorate benefits to the fairness of the employee and the City so as to not short the employee of benefit hours.

**ARTICLE 16**  
**CLOTHING AND EQUIPMENT ALLOWANCE**

16.1 Initial Issue. Upon appointment, each recruit shall receive a full issue of uniforms and equipment from the City. All such purchases shall be made by the Monroe Police Department. See Appendix A for list of equipment that shall be provided by the City, and items that can be purchased out of clothing allowance. The City will maintain ownership of all items provided by the City.

16.2 Annual Allowance.

a. Sergeants. Sergeants in the bargaining unit shall, one year after their initial issue following hire, receive an annual uniform and equipment allowance not to exceed One Thousand Dollars (\$1,000.00) per year, effective June 1, 2014, on a pro-rata basis. This allowance shall be paid in May annually. All such uniform purchases shall be made by the Employee from vendors approved by the City or from other vendors, provided that the Employees obtain the specific items (brand type, item model number, etc.) as determined by the Chief. No substitute items shall be acceptable. The City will maintain ownership of all items purchased with allowance money that is provided to Employees under this section that bear the insignia or any other mark of the City of Monroe Police Department.

All uniforms and civilian clothing is subject to inspection and approval by the Chief or designee.

16.3 Lost or Damaged Uniforms and Equipment. The City will replace or repair, at the discretion of the Chief, any damaged department property or equipment, including members' uniforms, provided the loss or damage is not the result of the members' intentional abuse or gross negligence, which shall be determined at the sole discretion of the Chief.

16.4 Damaged Eyeglasses or Watches. Eyeglasses or watches which are lost or damaged while the bargaining unit member is engaged in the performance of their duties shall be compensated for by the City at the current rate of replacement up to a limit of two hundred (\$200) dollars. For an affected Employee to afford themselves the benefit of this reimbursement, the Employee shall provide the Employer a written explanation of the incident that gave cause for such loss or damage. Upon receiving such signed report, the Employer shall include the proper amount of funds to comply with the requested reimbursement in the Employee's next pay. Such reimbursement shall be made no more than once in any twelve (12) month period. This section shall also apply to the replacement for loss or damaged contacts worn by Employees.

16.5 Dry Cleaning. Special cleaning will be provided for uniform items that have been soiled by human/bodily fluids or chemicals. The Chief will determine whether this paragraph applies to a particular item of clothing.

16.6 Bullet Proof Vests. Bullet proof vests shall be replaced by the City once the manufacturer's warranty period expires or as otherwise determined by the Chief of Police.

## ARTICLE 17 HOLIDAYS

17.1 The following shall constitute legal holidays for all ~~5 & 2 schedule~~ bargaining unit Employees:

New Years Day  
Martin Luther King Day  
Presidents Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve Day  
Christmas Day

~~The following shall constitute legal holidays for all 4 & 2 schedule bargaining unit Employees:~~

~~— New Years Day  
— Martin Luther King Day  
— Presidents Day  
— Memorial Day  
— Independence Day  
— Labor Day  
— Veterans Day  
— Thanksgiving Day  
— Friday after Thanksgiving  
— Christmas Eve Day  
— Christmas Day~~

17.2 For purposes of holiday pay, all ~~5 & 2 Employees shall receive eight (8) hours of compensatory time off to be used at a later date for each of the holidays in Section 1 above. For purposes of holiday pay, all 4 & 2~~ Employees shall receive eight and one-half (8 1/2) hours of compensatory time off to be used at a later date for each of the holidays in Section 1 above, regardless of the schedule the Employee is placed on. An Employee who is required to work on Thanksgiving, Christmas, or New Years Day, shall receive pay for the hours worked on the holiday at a rate of time and one-half his regular rate. To qualify for holiday pay, an Employee

must work all of his scheduled hours of his last regular work day prior to the holiday, the holiday, and all of his scheduled hours on the first scheduled work day immediately following the holiday, unless his absence from work is due to illness or injury, in which event a physician's certificate will be required.

~~17.3~~—Employees shall be permitted to either carryover or cash out up to 40 hours of holiday compensatory time at the end of the calendar year. The carryover option will be the default; employees electing a cash out must submit a request by December 1. Cash outs will be paid in January to allow verification of year end balances.

## ARTICLE 18 VACATIONS

18.1 Amount of Vacation. Each member of the bargaining unit shall have earned and be entitled to vacation leave with pay, at his regular rate according to the following schedule:

| <u>Years of Service</u> | <u>Annual Accrual</u> <del>(5 &amp; 2 Schedule)</del> |
|-------------------------|-------------------------------------------------------|
| <del>0 to 1</del>       | <del>0</del>                                          |
| <del>After 1</del>      | <del>80</del>                                         |
| <del>After 5*</del>     | <del>120</del>                                        |
| <del>After 10</del>     | <del>160</del>                                        |
| <del>After 15</del>     | <del>180</del>                                        |
| <del>After 20</del>     | <del>200</del>                                        |
| <u>Years of Service</u> | <u>Annual Accrual</u> <del>(4 &amp; 2 Schedule)</del> |
| 0 to 1                  | 0                                                     |
| After 1                 | 85                                                    |
| After 5*                | 127.5                                                 |
| After 10                | 170                                                   |
| After 15                | 190                                                   |
| After 20                | 212.5                                                 |

18.2 Effective January 1, 2018, Employees shall accrue vacation benefits each year on the anniversary date of hire.

- Newly hired Employees must complete field-training prior to use of any vacation time.



- Employees may use earned vacation time while on probation.

18.3 Scheduling of Vacations. Vacation periods shall be determined by the Chief or Supervising Lieutenant, who must act in a reasonable manner and not in an arbitrary and/or capricious manner. There will be a reasonable effort to set available periods during the summer months if possible, considering seasonal department work loading. Choice of vacation dates during vacation periods shall be by seniority with conflicts to be determined in the interest of the Chief of Police.

a. Minimum Notification for Vacation. Minimum Notice for Vacation (MNV) (defined as vacation requests made with less than 7 days notice) shall be schedule through and authorized by the on Patrol Lieutenant and the Chief of Police or his representative. These MNVs must be requested and approved at a minim of 4 hours before the employee is scheduled to work. The supervisor, prior to approval, will assess manpower needs and shift coverage. MNV can be used for up to one entire shift. MNV can only be used by employees up to three (3) times a calendar year.

18.4 Minimum Vacation Period. Eligible Employees may take their vacations in minimum increments of not less than four (4) hours. The Chief shall schedule vacation leave, and the City Manager or his designee shall approve an Employee's vacation request.

18.5 Pay for Accumulated Vacation. An Employee in full-time status who is to be separated from the City service through resignation, retirement or layoff and who has unused vacation leave to his credit, shall be entitled to compensation at this current rate of pay for all lawfully accrued and unused vacation leave to his credit at the time of separation, consistent with the limitations of this Article.

An Employee in full-time status who is to be separated from service through removal for cause, and who has unused vacation leave to his credit, shall not be entitled to compensation for accrued and unused vacation leave to his credit at the time of separation.

18.6 Vacation Buy-Back. Employees shall have the option to submit for vacation buy-back up to ~~80 hours for those working the 5 & 2 schedules and 85 hours for those working the 4 & 2 schedule~~ of their accumulated vacation time once per year. Buy-back will be paid at the Employee's straight time rate and will be payable within thirty (30) days from approval of the request. This benefit may be suspended by the City Manager, in his sole discretion, should the City cash flow needs dictate.

18.7 Vacation Accrual Limits. Employees shall be permitted to allow vacation leave to accrue to their credit in an amount up to 240 hours in addition to their current accrual rate. Employees shall forfeit their right to take or be paid for any vacation leave to their credit which is in excess of this limit. Such excess shall be eliminated from the Employee's balance.

18.8 Prior Service. Notwithstanding the provisions of Ohio Rev. Code § 9.44, an Employee shall not be permitted to transfer accumulated vacation leave credits from prior service at a previous place of employment with the State or any of its subdivisions.

18.9 Personal Days. ~~5 & 2 schedule~~ Employees shall be entitled to two personal days (~~16~~up to 17 hours) per year, in addition to vacation, which may be used with the approval of the Chief of Police upon 24 hours notice, or 4 hours notice in the event of emergency or unforeseen circumstances. Said approval may not be unreasonably denied.

~~4 & 2 schedule Employees shall be entitled to two personal days (17 hours) per year, in addition to vacation, which may be used with the approval of the Chief of Police upon 24 hours~~

~~notice, or 4 hours notice in the event of emergency or unforeseen circumstances. Said approval may not be unreasonably denied.~~

## ARTICLE 19 SICK LEAVE

19.1 Sick Leave Accrual. All ~~5 & 2 schedule~~ Employees shall accrue sick leave at the rate of ~~ten (10)~~ 10.625 hours for each month worked, and any sick leave accrued, but not used or converted as hereinafter provided, in any year shall be accrued in succeeding years without limit.

~~All 4 & 2 schedule Employees shall accrue sick leave at the rate of 10.625 hours for each month worked, and any sick leave accrued, but not used or converted as hereinafter provided, in any year shall be accrued in succeeding years without limit~~

19.2 Use of Sick Leave. An Employee eligible for sick leave shall be granted such leave with full normal pay, to be scheduled by the department or division head and to be approved by the City Manager or his designee, for the following reasons:

a. Personal illness or physical incapacity due to pregnancy, injury or contagious disease;

b. Illness of a member of the Employee's immediate family requiring the Employee's personal care and attendance; sick leave may also be used for up to five (5) calendar days absence at the time of birth of an offspring and subsequent convalescence of the Employee's spouse;

c. Enforced quarantine of the Employee in accordance with the community health regulations.

19.3 Sick Leave Verification. At least one (1) hour before the start of his/her assigned shift, an Employee shall inform his/her immediate supervisor of the fact that they are reporting off sick. The exception to the foregoing is when there is a provable inability to make a telephone call. Except in cases of suspected abuse of sick leave, ~~a 5 & 2 schedule Employee will not be routinely required to furnish, upon returning to duty, a physician's certificate evidencing that the~~

~~absence was for one of the reasons set forth in Section 2 above, or absences of sixteen (16) consecutive duty hours or less. A 5 & 2 schedule Employee may be required to furnish a physician's statement, stating the nature of the illness and the date the Employee may return to work, following an absence in excess of sixteen (16) hours or more. Except in cases of suspected abuse of sick leave, a 4 & 2 schedule~~an Employee will not be routinely required to furnish, upon returning to duty, a physician's certificate evidencing that the absence was for one of the reasons set forth in Section 2 above, or absences of seventeen (17) consecutive duty hours or less. ~~A 4 & 2 schedule~~An Employee may be required to furnish a physician's statement, stating the nature of the illness and the date the Employee may return to work, following an absence in excess of seventeen (17) hours or more.

Furthermore, on or after an Employee's sixth (6<sup>th</sup>) sick leave occurrence, as defined in paragraph 19.5, below, furnishing a physician's statement shall be mandatory.

Sick leave taken on the Employee's scheduled shift immediately before or immediately after a holiday will require a physician's certificate before any sick leave will be paid.

An Employee using sick leave is required to fill out, sign and submit the City form justifying the use of sick time, before receiving pay for the time used.

The falsification of the City sick leave form or a physician's certificate shall subject the Employee to disciplinary action, up to and including discharge.

19.4 Abuse of Sick Leave. Grounds for suspicion shall include, but not limited to, information received by the City that the Employee is, or was, during any day for which sick leave is claimed:

- a. Engaging in other employment;
- b. Engaging in physical exercise or recreation;
- c. Present in a tavern or other place inconsistent with a claim of illness or injury;

d. Absent from home or place of confinement or convalescence when called or visited by representatives of the City, except in cases where the Employee can produce verification (such as a hospital or medical clinic admission or treatment slip or a receipt for the purchase of medicines from a pharmacy or reasonable explanation) that his absence was for reasons directly related to the treatment of his/her illness or injury.

e. Using sick time in a manner that reflects a pattern of use that may be inconsistent with legitimate use.

19.5 Sick Leave Occurrences. An Employee who has eight (8) or more sick leave occurrences in a twelve (12) month period shall not be compensated for sick leave for the first day of usage for the ninth (9<sup>th</sup>) occurrence and subsequent occurrences at 80% of the Employee's regular rate of pay. (Example: An Employee misses two (2) days and this is the ninth (9<sup>th</sup>) occurrence in less than a twelve-(12) month period. The Employee will receive sick leave compensation for each day missed at 80% of his/her regular rate of pay for each day of the ninth (9<sup>th</sup>) and subsequent occurrences not to exceed six (6) such days in a twelve (12) month period.) Exceptions to the occurrence rule would be an Employee off under a qualified Family Medical Leave Act usage or being off due to a work related injury as qualified in the Injury Leave Article.

Sick Leave Occurrences are defined as separate occurrences where an Employee reports off work for illness or non-work related injury. (Example: An Employee reports off work for two days, that is one occurrence, then returns to work and sometime later reports off work again, that is a second occurrence and so on.)

19.6 Minimum Charge to Sick Leave. Absence for a fraction of a day that is chargeable to sick leave in accordance with these provisions shall be charged in increments of not less than two

(2) hours. Employees who, after reporting to work, are then sent home on sick leave shall be charged for actual time absent.

19.7 Sick Leave Credit on Return to Service. An Employee who is laid off or on unpaid disability leave will, upon reinstatement to service, be credited for any unused sick leave existing at the time of his layoff or leave.

19.8 Sick Leave Credit Upon Transfer. Upon transfer from one division or department to another, unused sick leave shall be available for the transferred Employee's use.

19.9 Payment of Sick Leave to Members Killed in Line of Duty. If an Employee is killed in the "line of duty," the City shall pay the Employee's surviving spouse, or, if there is no surviving spouse, the Employee's estate, all of the Employee's accrued, unused sick leave as of the Employee's date of death. For the purpose of this Section, "line of duty" means that the Employee was performing official department business at the time of his death, or the Employee's death proximately resulted from the member's performance of his/her lawful duties as a Police Officer.

19.10 Workers' Compensation. No Employee may receive payment from the City for sickness or injury if he is receiving Workers' Compensation for the same purpose. Therefore, once a Workers' Compensation claim has been approved the Workers' Compensation checks will be signed by the Employee and turned over to the City. The City shall continue to pay the Employee his/her regular paycheck during this period of time.

19.11 Pay for Accumulated Sick Leave. All Employees, at the time of their retirement or resignation in good standing, with ten (10) or more years of service, shall receive payment based on the Employee's rate of pay at retirement or resignation for accrued but unused sick leave up to the following maximum accruals:

a. One-fourth ( $1/4$ ) of the Employee's accrued but unused sick leave, up to a maximum accrual of 600 hours.

b. One-third ( $1/3$ ) of the accrued but unused sick leave in excess of 600 hours.

c. In no event shall sick leave be permitted to accrue in an amount greater than 1,000 hours.

d. If an Employee is separated from employment through a removal for cause and has unused sick leave to his credit, he shall not be entitled to compensation for accrued and unused sick leave to his credit at the time of separation.

19.12 The occurrence program set forth in paragraph 19.5 shall not apply to Employees who reach and maintain in excess of six hundred fifty (650) accumulated sick leave hours.



## **ARTICLE 20 INJURY LEAVE**

20.1 Each full-time bargaining unit Employee shall be entitled to occupational injury leave (OIL) to a maximum of one hundred twenty (120) calendar days for each qualifying injury. OIL shall be granted to an Employee who suffers an on-the-job injury or illness from an identifiable incident that occurred in the course of performance of his/her official duties within the scope of his/her employment with the Employer and who is off work due to said injury for five consecutive shifts. This wait period may be waived in the sole discretion of the City Manager.

20.2 In the event of a service-connected injury or illness incurred in the active discharge of duty, which injury is not the result of gross negligence, recklessness, self-infliction, or “horseplay” by the Employee, the Employer shall grant the Employee full pay for a period not to exceed one hundred twenty (120) calendar days. This time shall not be charged to the Employee’s sick time.

20.3 An Employee applying for OIL hereunder shall authorize the release to the Employer of all medical information pertinent only to the occupational injury possessed by the Employee’s treating physician(s) and the treatment facility(ies), if so requested by the Employer or its designee, and/or shall agree to be examined by a licensed medical practitioner selected and paid for by the Employer. At that time, the physician shall also document an estimated return to work date for the injured Employee.

20.4 Any Employee claiming an occupational injury or illness under this Article shall file a claim with the Ohio Bureau of Workers’ Compensation (OBWC) as soon as possible. Upon approval of the claim by OBWC, an OIL granted after the fifth consecutive shift absence shall be made retroactive to the first day of absence, and any sick leave or vacation used by the Employee during the first five work days of absence shall be restored to his/her credit. The Employee shall

remit to the Employer all income benefits paid by OBWC for the period during which the Employee received full pay from the Employer while on OIL. In the event the claim is denied by OBWC, the Employee shall revert to sick leave status and shall be charged with sick leave and/or vacation leave for all time paid by the Employer for OIL.

20.5 The Employee must report to the City Manager, or his designee, once a week, or otherwise approved timeframe by the City Manager, during OIL. During the period of OIL, there shall be no employment outside of the Employee's home. If the Employee will be working from his home or from a charitable or civic organization he/she will have to receive prior approval from the City Manager, or his designee.

20.6 It is understood and agreed that the Employer's obligation under this Article is only the Employee's regular rate of pay. If the Employee elects not to accept OIL, the City will not be obligated to compensate the Employee over the amount paid by OBWC. The Employee will also be responsible for paying any portion of Health Care Benefit normally responsible for under this contract and will be invoiced that amount by the City monthly.

20.7 In lieu of granting OIL, the Employer may assign the Employee to transitional work with the approval of, and within the limitations set by, the Employee's treating physician or physician selected and paid for by the Employer. It is strictly the management right of the Employer to determine if transitional work is available.

20.8 No entitlement to OIL shall arise from a personal injury sustained while an Employee is engaged in outside employment of any nature, whether or not such employment is in a law enforcement related field.

20.9 Before an Employee on injury leave will be permitted to return to duty, he/she shall submit to the City Manager's office a physician's statement and any other required documentation

concerning the injury, demonstrating his/her physical ability to satisfactorily perform the duties of his/her position. Additionally, the City Manager may require the Employee to submit to an examination by a physician selected by the City, at the City's expense, if there is any question about the Employee's ability to return to duty.

20.10 The Union and Employees agree with the Employer's Transitional Work Policy, if any, which shall not be limited in any way by this Agreement.

20.11 The Employee will be required to attend all scheduled meetings, unless his/her absence from the meeting has been approved by the Chief of Police, or his designee or the Employee is excused by his or her treating physician. The Employee on OIL will not receive overtime, for attending scheduled meetings, consultations, etc.

**ARTICLE 21**  
**BEREAVEMENT LEAVE, MILITARY LEAVE, JURY LEAVE AND OTHER LEAVE**

21.1 Funeral Leave.

a. Any 5 & 2 schedule employee may be granted usage of funeral leave, upon scheduling by the Chief and upon approval of the City Manager or his designee, for a maximum of five (5) days in the event of a death of an immediate family member. Any 4 & 2 schedule employee may be granted usage of funeral leave, upon scheduling by the Chief and upon approval of the City Manager or his designee, for a maximum of four (4) days in the event of a death of an immediate family member. For purposes of this policy, the “immediate family” is defined as mother, father, child (including step-child), spouse, grandparents, siblings, grandchildren, stepparents, stepchildren, step siblings, or legal guardian or other person who stands in place of the Employee’s parent.

b. Any regular full-time Employee may be granted usage of funeral leave, upon scheduling by the Chief and upon approval of the City Manager or his designee, for a maximum of three (3) days in the event of a death of the following family members: brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, aunt or uncle.

c. One (1) day of funeral leave may be granted by the City Manager or designee for the death of any legal relative or member of the Employee’s household other than those listed above.

d. Funeral leave may be used to grieve, to attend the funeral, make funeral arrangements or attend to other matters directly related to the funeral.

21.2 Military Leave. Military leave shall be in accordance with applicable federal, state, and local laws.

21.3 Jury Leave. The City shall grant full pay to an Employee who is summoned for jury duty or subpoenaed as a witness by any court or other adjudicatory body in cases that arise from a bargaining unit Employees employment with the City. All compensation for such duty must be reimbursed to the City, unless such duty is performed totally outside normal working hours. The City will not pay Employees for court appearances in connection with the Employee's personal matters. This includes, but is not limited to proceedings related to personal traffic citations, divorce proceedings, custody, and juvenile proceedings. If absence from work is necessary for personal matters, the Employee may use vacation time or take an unpaid leave, however, the Employee must request prior approval for this leave to be granted.

21.4 Other Unpaid Leave. In addition to leave specifically addressed in this Agreement, the City Manager, at his sole discretion, may authorize other leaves of absence without pay. The City Manager's decision to grant or not grant a leave of absence not addressed in this Agreement is not grievable.

## **ARTICLE 22 INSURANCE**

22.1 Insurance. The City shall offer a group health care, vision, and dental care insurance program to Employees, equivalent to that offered to other City Employees.

22.2 Health and Dental Care Insurance Premiums. Effective June 1, 2017, the Employee's premium share for health care and dental shall be 17% for the duration of this Agreement.

22.3 Insurance – General Provision.

a. With respect to all insurance coverage provided to Employees, the City retains the right to change insurance carriers or self-insure all or any portion of the benefits as long as the level of benefits remain substantially the same.

b. A difference between any Employee (or his beneficiary) and the insurance carrier(s) or the processor of claims shall not be subject to the grievance procedure provided for in any collective bargaining agreement between the City and the Union. The City will, however, designate representatives who will be available for consultation with claimant Employees (or with a designated Benefit Claim Representative of the Union), so that a full explanation may be given with respect to the basis of disposition of claims.

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

d. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder.

22.4 If the Employer offers an alternative “buy-up” plan, in addition to the Employee premium share provided in paragraph 22.2, above, Employees selecting such buy-up plan, as the name indicates, shall pay any additional cost incurred by the City between the City’s base plan and the buy-up plan.

22.5 Life Insurance. The Employer shall provide and pay for term life insurance for all Employees in the amount of \$25,000.

22.6 Employees who waive healthcare, dental and vision insurance coverage, upon proof of coverage elsewhere, shall be paid a lump sum of \$2,500 for a single plan and \$3,500 for a family plan on the first pay date in November of each plan year.

22.7 Effective January 1, 2015, health insurance coverage for spouses of Employees will be provided upon certification by the Employee that the Employee’s spouse is not eligible for insurance coverage from the spouse’s employer, subject to the following:

a. In order for a working spouse or adult child to be ineligible for the City of Monroe’s health plan, the following situations must apply. First, the working spouse must work thirty (30) or more hours per week, the employer must pay 50% or more of the employee only premium and the plan must meet the Affordable Care Act standards. Spouses who work less than thirty (30) hours, are offered a substandard plan or pay more than 50% of the employee only rate are eligible for the City of Monroe’s plan.

b. In order for a working adult child to be ineligible for the City of Monroe’s health plan, the following situations must apply. First, the adult child has to be 19 years of age or older. Under certain situations in the State of Ohio, dependent child(ren) can remain on their parent’s plan until age 26, or even 28, with further restrictions. Second, the working adult child must work thirty (30) or more hours per week, their employer must pay 50% or more of the employee only premium and the plan must meet the Affordable Care Act standards. Adult children who work less than thirty

(30) hours, are offered a substandard plan or pay more than 50% of the employee only rate are eligible for the City of Monroe's plan.

c. This Working Spouse/Adult Dependent Child Carve Out Policy only applies to spouses and children who are actively at work at an employer group. It does not apply to self-employed spouse/children who have an individual medical plan (non-company sponsored), receive health insurance through a company or government retirement plan, Medicare or COBRA.



## **ARTICLE 23**

### **SAFETY AND HEALTH**

23.1 The City and the Union shall cooperate fully to maintain the highest standard of safety and health in the Police Department in order to eliminate as much as possible accidents, deaths, injuries, and illness in the Police Department.

23.2 The Police Chief or Supervising Lieutenant shall have discretion to remove apparatus from service if in his opinion the mechanical condition of the apparatus warrants removal and he has inspected and filled out the proper paperwork. The final decision and responsibility as to the serviceability of a piece of equipment will rest with the Police Chief.

23.3 The City will agree that blood tests for carbon monoxide poisoning will be provided upon request for any Police Officer treated in a hospital for inhalation of an irrespirable atmosphere and the Police Officer will be given a report of the test upon request. The City will pay any legitimate cost for blood tests not covered by medical insurance or Worker's Compensation as deemed necessary by medical personnel.

23.4 The Chief of the Police Department will determine the types, quality and quantity of all equipment issued for use in the Department. Patrol vehicles will, at a minimum, include shotgun, shotgun racks and plexiglass screens. Where such items are not present, they will be installed or replaced within a minimum of six months.

23.5 There shall be two members from the Police Department appointed to the City-wide Safety Committee. One shall be designated by the Police Chief; the other shall be a Union member designated by the Police Chief.

23.6 The City will continue to furnish safety apparel and equipment consistent with the Ohio Industrial Commission Standards.

23.7 The City will provide, upon request by any member of the Police Department, an inoculation for prevention of Hepatitis, Type B.

23.8 Upon written request, damaged safety equipment and apparel shall be sent for repair and replaced within ten (10) working days after examined by the Police Chief.

23.9 The City will provide, upon request, within a reasonable time, a test for any Employee that through documentation has been exposed to a serious infectious disease, such as AIDS, meningitis, etc. while performing his duties as deemed necessary by medical personnel. The City will pay any legitimate cost for the test not covered by medical insurance or workers' compensation, as well as reasonable expense.

23.10 The City will endeavor to schedule three officers per shift and endeavor to maintain a minimum of two officers at all times per shift.

**ARTICLE 24**  
**RESIDENCY**

As a condition of continued employment, Employees must reside within twenty-five (25) miles of the City of Monroe Police Headquarters. Newly hired Employees must relocate within thirty (30) days of the completion of their probationary period.

**ARTICLE 25**  
**DRUG FREE WORKPLACE**

The Union agrees with and supports the City's drug testing program and is committed to ensuring a safe, drug free workplace. To achieve that goal, the Union hereby agrees to adhere to a drug testing policy in place at the ratification of this Agreement or that is developed by the City hereafter. Implementation of a drug testing policy or any major changes to the City's drug testing program shall be first submitted to the Union for its consideration prior to such implementation or change.

**ARTICLE 26**  
**MODIFICATION, SEPARABILITY AND CONFLICT OF LAWS**

Unless otherwise specifically provided herein, the provisions of this Agreement shall be conclusive as to all bargainable matters relating to wages, hours of work, and working conditions as more fully set forth herein. Therefore, the Employer and the Union, for the term of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or governed by the Agreement unless the Employer and the Union mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.

Should any provision of this Agreement be found to be illegal or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any Article or Section of this Agreement, the parties may agree to meet, if a meeting is requested in writing, within 30 days of such request for the purpose of renegotiating said Article or Section.

The parties agree that this Agreement will be the sole and exclusive recourse available to Employees and the parties hereto, and where provisions of this Agreement conflict in any manner with otherwise applicable provisions of Ohio law, this Agreement shall prevail pursuant to Ohio Revised Code Section 4117.10(A).

## **ARTICLE 27**

### **OUTSIDE EMPLOYMENT**

At the sole discretion of the Police Chief, Employees may hold outside employment so long as they meet the performance standards of their job with the Employer. The outside job shall not conflict with the Employee's duties as a member of the Police Department. Employees shall consider the impact that outside employment may have on their health and physical endurance. All Employees will be judged by the same performance standards and will be subject to the Employer's scheduling demands, regardless of any existing outside work requirements.

If the Police Chief determines that an Employee's outside work interferes with his performance or the ability to meet employment requirements of the Police Department, the Employee may be required to terminate the outside employment if he desires to retain Police Department employment.

Outside employment that constitutes a conflict of interest is prohibited.

The Injury Leave Article of this Agreement shall not apply to Employees who are injured during outside employment.

This Article is not intended to prohibit paid employment with the Police Union.

## **ARTICLE 28 SENIORITY**

28.1 Definition. Seniority shall be defined as the length of continuous service measured in years, months and days that an Employee has accumulated as a full-time Employee in the service of the Police Department.

28.2 Accrual.

a. An Employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the first day the Employee reported for work.

b. Seniority shall accrue during a continuous authorized leave of absence without pay up to six (6) months or for the period of an approved maternity leave, provided that the Employee returns to work immediately following the expiration of such leave of absence or maternity leave; and during a period of continuous layoff not to exceed 6 months, if the Employee is recalled into employment; and during a sick leave of up to 12 months.

28.3 Loss of Seniority. An Employee's seniority shall be lost and employment terminated when he:

- a. terminates voluntarily;
- b. is discharged for cause;
- c. exceeds an official leave of absence;
- d. is laid off for a period of more than 1 year if the Employee has less than 5 calendar years seniority; or is laid off for a period of more than 2 years if the Employee has more than 5 calendar years seniority (during such periods of layoff the Employer will not hire new Employees);
- e. fails to notify the Employer in writing of his intent to return to work on a recall from layoff, within 5 days after the Employer has sent notice to him to return by letter or

telegram with a copy to the Union to the last address furnished to the Employer by the Employee. It shall be the responsibility of the Employee to advise the Employer of his current address.

28.4 Application. Seniority shall apply in layoffs and recalls and for scheduling of vacations as provided in the general orders, rules, regulations and procedures of the Employer.

28.5 Layoff: In the event of a layoff, probationary Employees will be laid off first without regard to their individual periods of employment. Non-probationary Employees shall be laid off next in order of their seniority. In the event a Sergeant becomes subject to a layoff, he/she shall be permitted to take a position as a police officer. Recalls will be made by seniority when the former position as a Sergeant becomes available again.

28.6 Recall. Whenever a vacancy occurs in a position for which a laid off Employee is qualified, such Employees shall be recalled in accordance with their seniority in the reverse order in which they were laid off.



**ARTICLE 29**  
**WAIVER IN CASE OF EMERGENCY**

29.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Butler County Sheriff, the City of Monroe, or the Federal or State Legislature, such as for Acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of Employees.

29.2 Upon the termination of the emergency, should a valid grievance exist, it shall be processed in accordance with the provision outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they had properly progressed prior to the emergency.

### **ARTICLE 30 DURATION OF AGREEMENT**

This Agreement shall be effective as of midnight on the 1st day of June, ~~2017~~2020, and shall remain in full force and effect until midnight on the 31st day of May, ~~2020~~2023.

If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than 120 calendar days prior to the expiration date of this Agreement, and no later than 90 calendar days prior to the expiration date of this Agreement. Such notice shall be via certified mail with return receipt requested or a date and time stamped letter of intent. The parties shall commence negotiations within 2 calendar weeks upon receiving notice of intent. Failure to give the required notice shall result in the expiration of the Agreement, or its continuation for a period of 1 year, at the option of the Employer.

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and Union and all prior agreements, practices and policies, either oral or written are hereby canceled. Therefore, both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

**FOR THE OHIO PATROLMEN'S  
BENEVOLENT ASSOCIATION**

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**FOR THE CITY:**

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William J. Brock, City Manager

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Robert Buchanan, Chief of Police

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Kacey Waggaman,  
[Director of Human Resources](#)

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[Karen Ervin](#)  
Director of Finance

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Donald L. Crain, Frost Brown Todd LLC

Approved as to form:

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K. Philip Callahan, Law Director

## APPENDIX A

Uniform items to be issued as per Article 16:

- 1 Jacket, waterproof
- 1 rain coat
- 5 winter shirts
- 5 summer shirts
- ~~5 mock turtleneck "MPD" shirts~~
- 5 trousers
- 2 caps, dress and knit "Police"
- 2 ties
- 3 police badges, 2 large shield for coat, 1 small for wallet
- 1 cap badge
- 3 pair of collar brass, two small and one large for coat
- 2 name plates
- ~~1 whistle chain~~
- ~~1 whistle~~
- 1 duty belt
- 1 trouser belt
- 1 duty holster
- 1 double magazine pouch
- 1 chemical agent (i.e., mace)
- 1 mace pouch
- 1 asp
- 1 asp holder
- ~~1~~ 2 handcuff cases – or – 1 double cuff case
- ~~1 set~~ 2 sets of handcuffs
- 1 portable radio
- 1 radio holder
- 1 duty weapon with three magazines
- 4 belt keepers
- 1 pair waterproof boots
- 1 pair of ~~oxford~~ shoes – or – additional pair of boots
- 1 metal clip board
- 1 metal citation clip board
- 1 bullet proof vest and carrier
- 1 biohazard glove case
- 1 TAZER with 2 cartridges
- 1 TAZER holster
- 1 duty bag
- 1 flashlight

Items that can optionally be purchased using clothing allowance:

[Whistle](#)

[Whistle chain](#)

Bullet proof vest  
Additional vest carrier  
Heavy duty boot socks  
Leather patrol duty gloves  
Extra handcuffs  
Off duty holster  
Ventilated t-shirts  
Binoculars  
Tie tacks  
Recording device  
Duty bag  
Class "A" Uniform  
Stinger stream light  
Stinger light holder

In addition, the department shall provide the officers with biohazard gloves, notepads, pens, and duty ammunition as needed. Also, any item not listed above may be purchased with the allowance, provided that advance permission is obtained from the Chief of Police [or his designee](#).

## APPENDIX B

[INCREASES OF 3.0% = ~~2017~~2020; 3.0% = ~~2018~~2021; AND ~~3.03~~5% = ~~2019~~2022]

|                                       | PATROL                                    |                                     | OFFICER                    |                           |                           |
|---------------------------------------|-------------------------------------------|-------------------------------------|----------------------------|---------------------------|---------------------------|
|                                       | STEP ONE<br>Officers in<br>Field Training | STEP TWO<br>After Field<br>Training | STEP THREE<br>After Year 1 | STEP FOUR<br>After Year 2 | STEP FIVE<br>After Year 3 |
| June 1<br><del>2017</del> <u>2020</u> | <del>\$44,240</del>                       | <del>\$48,509</del>                 | <del>\$53,206</del>        | <del>\$58,371</del>       | <del>\$64,055</del>       |
| June 1<br><del>2018</del> <u>2021</u> | <del>\$45,567</del>                       | <del>\$49,964</del>                 | <del>\$54,802</del>        | <del>\$60,122</del>       | <del>\$65,976</del>       |
| June 1<br><del>2019</del> <u>2022</u> | <del>\$46,934</del>                       | <del>\$51,463</del>                 | <del>\$56,446</del>        | <del>\$61,926</del>       | <del>\$67,956</del>       |

### SERGEANTS\*

| June 1, <del>2017</del> <u>2020</u> | June 1, <del>2018</del> <u>2021</u> | June 1, <del>2019</del> <u>2022</u> |
|-------------------------------------|-------------------------------------|-------------------------------------|
| <del>\$73,022</del>                 | <del>\$75,213</del>                 | <del>\$77,469</del>                 |

\* Sergeant Differential = 14%

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| Document 2 ID | netdocuments://4815-4848-9919/5       |
| Description   | Monroe OPBA Contract 2020 (Sergeants) |
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| Total changes  | 143   |

**AGREEMENT BETWEEN**

**THE CITY OF MONROE**

**AND THE**

**OHIO PATROLMEN'S BENEVOLENT**

**ASSOCIATION**

**(Sergeants)**

**EFFECTIVE: June 1, 2020 to May 31, 2023**



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

1.1 This Agreement is between the City of Monroe, Ohio, hereinafter referred to as the “Employer” or “City,” and the Ohio Patrolmen’s Benevolent Association, hereinafter referred to as the “Union” or “OPBA,” a labor organization as defined in Chapter 4117 of the Ohio Revised Code.

1.2 This Agreement is made for the purpose of promoting cooperation and continuous harmonious relations between the Employer, its Employees, and the Union.

## **ARTICLE 2**

### **RECOGNITION, MEETINGS, BULLETIN BOARD**

2.1 Recognition. The Employer recognizes the Union as the sole and exclusive representative for all full-time Employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board as follows:

Included: All full-time police sergeants;

Excluded: Chief, all other Employees.

2.2 Meetings. In the interest of sound labor/management relations, once each quarter or as mutually agreed, the Employer and/or designee(s) shall meet with not more than two members of the bargaining unit, upon written request, for the purpose of:

- a. disseminating general information of interest to both parties
- b. giving the Union representatives the opportunity to share views of their members and/or suggestions on the subjects of interest to their members;
- c. discussing ways to improve efficiency and safety and health issues within the department;
- d. promoting harmonious relations between Employer and the Union in the best interest of the community.

2.3 Bulletin Board. Bulletin board space will be provided within the Police Department facility for use by the Union and members of the bargaining unit. The City may post notices on the board of matters relating directly to police business and vacancies within the Police Department. The Union may post on the board notices relating to recreational and social events applicable to members of the bargaining unit; election or election results; general membership meetings and other related business meetings; general Union business of interest to members of the bargaining unit.

2.4 Union Activity. Employees shall be permitted, upon reasonable notice to the Chief or designee, to conduct Union related activity during working hours so long as it does not unreasonably interfere with departmental operations.

**ARTICLE 3**  
**ASSOCIATES/UNION BUSINESS**

3.1 The Union is authorized to select one (1) associate and one (1) alternate to conduct approved Union business for the bargaining unit. The associate/alternate upon giving reasonable notice, and upon authorization from the Chief or his/her designee, may be allowed reasonable time off without loss or gain in pay to investigate a grievance, consult with the Employer in processing a grievance, or to assist in the settlement of disputes. Permission to investigate and/or process a grievance or attend a disciplinary hearing during on duty time is at the sole discretion of the Employer. In addition, the Director and or his or her alternate will each be permitted to utilize sixteen (16) hours of paid leave, other than sick leave, annually, for the purpose of attending union-related training and/or attending to other union business. Said union leave will be granted upon reasonable notice to the Employer.

## **ARTICLE 4 MANAGEMENT RIGHTS**

4.1 The Union recognizes that the City shall have the exclusive right to manage the operations, control the premises, direct the work force and maintain efficiency of operations. Among the City's management rights, but not by way of limitation, are the following:

- (1) To direct and evaluate the work of Employees;
- (2) To determine the mission of the department and the personnel, methods, means, and procedures necessary to most efficiently fulfill that mission;
- (3) To determine the size and composition of the work force;
- (4) To suspend, discipline, reduce or discharge Employees for cause;
- (5) To lay off Employees or abolish positions;
- (6) To hire, schedule, promote, demote, transfer and assign Employees;
- (7) To recruit, select, and determine the qualifications and characteristics desired in new hires;
- (8) To schedule or not schedule overtime as required in the manner most advantageous to the requirements of efficient department operations;
- (9) To determine the locations, size and number of facilities;
- (10) To determine the quality standards and level of service required;
- (11) To schedule Employees and establish their hours and days of work;
- (12) To select the type, quantity and quality of equipment, tools and machinery to be used in the methods of operating them and the responsibilities therefore;

- (13) To establish and require conformance to, rules of conduct including Standard Operating Procedures (SOP's) and Standard Operating Guidelines (SOG's);
- (14) To train or retrain Employees as management deems appropriate and to require Employees to maintain certifications, including but not limited to firearms certification;
- (15) To generally manage the Police Department's business as it deems best;
- (16) To establish, after consultation with the Union, and enforce a tardiness and absenteeism policy permitting discipline, including termination, for any violation thereof; and
- (17) To establish, after consultation with the Union, and enforce a Drug and Alcohol Policy permitting discipline, including termination, for any violation thereof.

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

4.3 The City agrees that, to the extent possible, work rules, standard operating procedures and standard operating guidelines that are promulgated shall be reduced to writing with copies to the Union and affected members in advance of their effective date.



**ARTICLE 5**  
**NO STRIKES/NO LOCKOUT**

The OPBA and the members agree that there shall be no strikes. The term, “strike”, shall have the same definition for purposes of this Agreement as contained in 4117.01(H) of the O.R.C. and shall additionally include any effort to use sick leave, to be absent from work without permission, or to abstain from performance of assigned duties if used for the purpose of inducing, influencing or coercing a change in wages, hours, terms or other conditions of employment. In the event that a member is engaged in a violation of this article, the OPBA shall, upon request of the City, and concurrence of the OPBA that an unlawful strike is being engaged in, immediately notify such member that the member is in violation of this Article and direct the member to resume normal work activities. The City may also request the OPBA to publicly denounce any violation of this Article.

The City agrees that it will not lock-out members covered by this Agreement during the course of this Agreement. The term “lock-out” shall have the same definition, for the purpose of this Agreement, as contained in Chapter 4117 of the Ohio Revised Code.

**ARTICLE 6**  
**PROBATIONARY PERIOD**

Each newly appointed Sergeant shall be required to successfully complete a one (1) year probationary period. The length of the probationary period shall be one (1) year. The calculation of the one (1) year period shall begin the first day for which the Employee receives compensation as a Sergeant from the Employer.

A newly appointed Sergeant may be demoted, at any time during his probationary period, and shall have no appeal rights through the grievance-arbitration procedure or through a Court of Law.

## **ARTICLE 7 DUES DEDUCTION**

7.1 OPBA Dues Deductions. The City agrees to deduct from the wages of any employee who is a member of the OPBA, all OPBA membership dues uniformly required. The OPBA will notify the City from time to time of the dues it charges and its current membership. All members of the Bargaining Unit shall either become dues paying members of the OPBA or, as a condition of continued employment, remit to the OPBA a fair share fee in an amount set from time to time by the OPBA in accordance with the provisions of O.R.C. § 4117.09(C). Said amount shall be deducted from all wages of all such non-members on the same basis as the deductions made for dues from members of the OPBA. Nothing in this section shall be construed to require any employee to become a member of the OPBA. The OPBA agrees to save the City harmless in the event of any legal controversy with regard to the application of this provision. All dues and fair-share fees collected shall be paid over by the Employer once each month to the OPBA.

7.2 Other Deductions. The City further agrees to deduct from the pay of those employees authorizing such deduction, and turn over to the appropriate party, monies designated for the purposes such as credit union, savings bonds, United Appeal, and similar causes in accordance with the City's current policy on payroll deductions. These deductions shall be subject to the City's ability to maintain an efficient payroll procedure.

7.3 Direct Deposit. The City shall provide direct deposit and Employees' pay checks shall be directly deposited effective thirty (30) days after the execution of this Agreement.

**ARTICLE 8**  
**NO DISCRIMINATION**

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

There shall be no discrimination by the Employer or the Union against any Employee on the basis of such Employee's membership or non-membership in the Union.

## **ARTICLE 9 DISCIPLINE**

9.1 The parties recognize that discipline is essential to the operation of the City and agree that fair discipline is necessary for the public interest and the morale and welfare of the Employees. The object of these provisions is to assure that the relevant facts are fairly developed so that an informed decision can be made by the Employer regarding whether and the extent to which discipline shall be imposed.

9.2 No bargaining unit member shall be disciplined except for just cause. Just cause shall include, but not be limited to: dishonesty, bribery, misfeasance, malfeasance, nonfeasance, misconduct in office, neglect of duty, immoral conduct, habitual drunkenness, illegal use of controlled substances, incompetence, insubordination, refusal to obey orders given by proper authority, discourteous treatment of the public and violation of divisional standards of conduct on and off duty.

9.3 Forms of disciplinary action shall be:

- a. Documented Verbal Reprimand
- b. Written Reprimand
- c. Suspension without pay
- d. Reduction in Pay/Position
- e. Discharge

Discipline shall be applied progressively, but it is understood that some serious violations may warrant suspension without pay or immediate discharge. In following the principle of “the punishment should fit the crime,” the Employer will take into consideration the nature of

violation, the Employee's record of discipline and the Employee's record of performance and conduct.

- a. A pre-disciplinary conference with the Chief of Police or his designee holding the rank of Lieutenant or higher will be conducted prior to the issuance of a reprimand. The Chief or Officer who conducts the hearing will make a determination of discipline and either dismiss the discipline without record, or issue the reprimand.
- b. If the Employee does not agree to the reprimand determination issued by an Officer other than the Chief of Police, they may appeal to Step 2 of the grievance procedure outlined in Article 11.
- c. If the Employee does not agree to the reprimand determination issued by the Chief of Police, they may appeal to Step 3 of the grievance procedure outlined in Article 11.

Documented verbal reprimands and written reprimands will not be subject to Step 4 (Arbitration) of the grievance procedure outlined in Article 11.

9.4 When the Employer (through its management agents) believes that an Employee is guilty of an act or omission for which disciplinary action above a written reprimand is warranted, the following steps shall apply:

- a. The Employee will be promptly notified that he or she is accused of conduct for which discipline is contemplated and the Employee shall be advised of the nature of the alleged conduct and the nature of the evidence against him or her, the time and place of a conference with the Chief of Police, and his or her right to bring with him or her to the conference an OPBA representative.

b. At the conference with the Chief of Police, the charges will be stated to the Employee and the Employee shall have an opportunity to offer his explanation, defense, or mitigating circumstances.

c. At the conclusion of the conference, the Chief of Police shall do one of the following:

- (1) Dismiss the allegations as unfounded without record; or
- (2) Provide a written determination, including a specification of charges, upon the imposition of appropriate discipline of record.

d. If the employee does not accept the Chief's recommendation, he or she may grieve the determination to Step 3 of Article 11. Any agreement reached between the OPBA, the Employee, and the Employer at this stage shall be final and binding on the OPBA, the Employee, and the Employer and shall not be subject to further appeal.

e. If no agreement is reached, the Employee shall then have the right to submit the matter to arbitration in accordance with Step Four of the Grievance Procedure.

f. An Employee under investigation for commission of misconduct which would constitute a crime with respect to which "Miranda" warnings are required to be given, shall be advised, prior to questioning, of his "Miranda" rights. An Employee who is under investigation for misconduct which would not constitute criminal conduct subject to "Miranda" rights will be informed, prior to questioning, that he is the subject of an investigation, the nature of the suspected misconduct, and his right to have representation of his choice present during the questioning. The Employee, upon request, may obtain postponement of the questioning for a reasonable period not to exceed twenty-four (24) hours in order to arrange for representation to be present for the questioning if the Employee so desires.

Failure by an Employee to completely respond to a relevant question, after being informed of his Garrity rights and being ordered to do so, may be deemed refusal and may result in disciplinary action.

g. Interrogation, questioning, or interviewing of a bargaining unit member accused of misconduct shall be narrowly tailored in scope to the misconduct specifically alleged. In addition, interview sessions will be of reasonable length and shall accommodate personal necessities. Interviews shall be conducted during the Employee's working hours unless mutually agreed by the parties. Any tape recorded interviews will be copied and made available to the other party upon request.

h. These disciplinary procedures and the grievance and arbitration procedures of this Agreement are in lieu of the civil service laws and regulations under Chapter 124 of the O.R.C. and the City Charter pursuant to the provision of R.C. Section 4117.10(A).

i. As an alternative or in addition to the above, in the event of a serious incident, an internal investigation may be conducted by an investigative team chaired by the Chief of Police.

j. No Employee will be compelled to take a polygraph examination and/or a CVSA.



**ARTICLE 10**  
**PERSONNEL FILES**

**10.1 Records of Disciplinary Actions:**

a. Unfounded or unsubstantiated complaints against an Employee will not be placed in the Employee's personnel file.

b. Verbal Counselings and records of verbal counselings are not considered disciplinary actions, and will contain a statement to that effect.

c. Written reprimands, records of verbal reprimands and counselings, and all other Employer actions are permanent records.

d. An Employee's official personnel file shall be kept in the office of the City Manager and shall consist of all records from the Employee's initial date of employment with the Police Department.

e. For the sole purposes of discipline, grievance and arbitration procedures:

- (1) Written reprimands and records of verbal reprimands and counselings will have no force and effect eighteen (18) months after the record was entered into the Employee's file, provided no other disciplinary actions, including written reprimands and records of verbal reprimands and counseling, have occurred during this eighteen (18) month period.
- (2) Suspensions without pay of five (5) days or less will have no force and effect thirty-six (36) months after the record was entered into the Employee's file, provided no other suspensions without pay or demotions have occurred during this thirty-six (36) month period.
- (3) Suspensions without pay in excess of five (5) days will have no force and effect seventy-two (72) months after the record was entered into the

Employee's personnel file, provided that no other suspensions or demotions have occurred during this seventy-two (72) month period.

f. Employees shall, upon request, be permitted access to his personnel files pertaining to employment.

g. Signatures on evaluations only reflect that the evaluation has been reviewed by the Employee and does not represent that the Employee agrees with its contents. The Employee shall receive a copy of the evaluation at the time of signing.

## **ARTICLE 11 GRIEVANCE PROCEDURE**

11.1 A grievance shall be described as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination, or any breach thereof, and shall be processed and disposed of pursuant to the steps set forth below, except that every grievance will start at the step above the step occupied by the person in the organizational hierarchy that made the decision that triggered the grievance procedure. However, in no event will a grievance be initiated at Step 4 of the grievance procedure.

a. Step 1:

Within a reasonable time, not to exceed 10 calendar days, excluding weekends and holidays, following the date of occurrence, an Employee having a grievance and/or his Union representatives shall put the grievance in writing and take it to the Supervising Lieutenant. The Employer shall give its answer to the Employee and/or his Union representative within 5 calendar days, excluding weekends and holidays, after the presentation of the grievance in Step 1. Within this 15 calendar day period, excluding weekends and holidays, the Employee is encouraged to seek to resolve his grievance on an informal basis.

b. Step 2:

If the grievance is not settled in Step 1, the grievance may, within 10 calendar days, excluding weekends and holidays, after the answer in Step 1, be presented in Step 2 in writing to the Police Chief or his designee and must contain a statement as to why the City's answer in Step 1 does not

resolve the grievance. At this time a Representative of the Union may be in attendance at a meeting where, if both parties agree, witnesses and/or evidence may be presented that relate to a resolution of the grievance. A grievance so presented in Step 2 shall be answered by the Employer within 5 calendar days, excluding weekends and holidays, after its presentation.

c. Step 3:

If the grievance is not settled in Step 2, the grievance may, within 10 calendar days, excluding weekends and holidays, after the answer in Step 2, be presented in Step 3 in writing to the City Manager or his designee and must be accompanied by a reason or reasons why the City's answer at Step 2 does not resolve the grievance. At this time a Representative of the Union may be in attendance at a meeting where, if both parties agree, witnesses and/or evidence may be presented that relate to a resolution of the grievance. A grievance so presented in Step 3 will be answered by the Employer within 5 calendar days, excluding weekends and holidays, after either its presentation to the City Manager or his designee, or the date of the meeting, whichever is later.

d. Step 4:

A grievance which has not been resolved in steps 1 through 3 may be referred to arbitration as set forth in the "Arbitration" Article of this Agreement.

11.2 Any disposition of a grievance from which no appeal is taken by the aggrieved Employee or the Union within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

11.3 Any grievance or appeal of a grievance that is not ruled upon by the Employer within the time limits herein shall be deemed denied and shall automatically proceed to the next step in this grievance procedure.

## **ARTICLE 12 ARBITRATION**

### **12.1 Procedure for requesting.**

a. A grievance as defined in the “Grievance” Article of this Agreement, which has not been resolved thereunder and which a party wishes to take to Arbitration shall, within 10 calendar days, excluding weekends and holidays, after the completion of Step 4 of the Grievance Procedure, be referred for arbitration by either party to this Agreement by directing a written demand therefore to the Arbitration and Mediation Service (“AMS”) and by sending a copy of the notice to the other party.

b. The arbitrator shall be a mutually agreed upon neutral third party selected from a list of 9 potential arbitrators furnished by AMS who maintain an office within one hundred twenty-five (125) miles of the City of Monroe, Ohio. Selection shall be by virtue of the strike and rank method. The arbitration shall be conducted in accordance with AMS rules.

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

12.3 Binding effect. The award of the arbitrator hereunder shall be binding on the Employer, the Employee and the Union.

### **12.4 Powers of the Arbitrator.**

a. The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement. Furthermore, in explanation of the Employer’s right to promulgate rules and regulations, general orders and standard operation procedures set forth herein in the

Management Rights clause, the Union or grievant shall not have recourse through the grievance and arbitration procedure to challenge the reasonableness or appropriateness of the Employer's existing or future rules and regulations, general orders or standard operating procedures, provided that the Employer has given the Union or Employees the required notice and permits the Union, upon request, to meet and confer with respect to the proposed rule.

b. This provision does not prevent an Employee disciplined by any such existing or future rule to grieve the application of that rule to his particular circumstances.

## **ARTICLE 13 MISCELLANEOUS**

13.1 OPBA Officials Roster. The OPBA shall provide the Administration an official roster of its officers, sergeants and representatives within 30 days of the effective date of this Agreement. This roster will be updated within thirty (30) days of any change, and will include the following:

- a. Name
- b. Address
- c. Home Telephone Number
- d. Immediate Supervisor
- e. OPBA Office Held

The Administration agrees that this roster shall not be made available to the public by the Administration, that only Administration Employees with a legitimate need to know shall have access to the roster, and that unlisted home telephone numbers will not be shared with anyone outside the Administration. However, the parties recognize that the City may be required to disclose the OPBA official roster pursuant to state or federal laws and that such disclosure made pursuant to such laws does not constitute a violation of any provision of this Agreement.

13.2 Purchase of Service Weapon. A member who honorably retires from active duty may purchase his/her service weapon from the Police Department if the member has twenty or more years continuous service with the Department. The cost of the service weapon shall be One Dollar (\$1.00). In addition, the Employee will be provided with a retirement badge by the City at no cost to the Employee.

13.3 Cell Phone. All sergeants will receive the option of utilizing a cell phone provided and paid for by the City or may decline the City-provided cell phone and receive a monthly stipend

of Fifty-Two Dollars (\$52.00) to defray the cost of providing his or her own cell phone for utilization for departmental business.



## ARTICLE 14 WAGES

14.1 Rates of pay for Employees shall be in accordance with the step schedule attached as Appendix B, which rates will become effective beginning with the first full pay period after June 1, 2020. These rates of pay are subject to the conditions set forth below:

- A. Application of Hourly Rates. The hourly rates as set forth under this section are based on a 2080-hour work-year and shall be used to calculate salaries for hours actually worked or in paid status for the appropriate pay range and pay step.
- B. Evaluations. All step increases will occur on the officer's anniversary date provided that the Employee has one full year in service with the Monroe Police Department and has a satisfactory evaluation, including satisfaction of all departmental tardiness and attendance standards.
- C. Shift Differential: Sergeants who are assigned to second or third shift will be entitled to an hourly shift bonus of \$0.55, in addition to their regular hourly rate.
- D. Benefits: All benefits that are affected by the mid-year start date of this Agreement shall be prorated accordingly.
- E. In addition to the increases set forth above, Sergeants' differential between the rank of Patrol and Sergeant shall be 14% in accordance with Appendix B.

14.2 Specifications of the Pay Plan. The rate of pay for members affected by personnel actions listed below shall be as follows:

- A. Disciplinary Demotion. Whenever a member is demoted for disciplinary reasons, he shall be paid at the top step in the lower pay grade.
- B. Voluntary or Physical Disability Demotion.

- (1) Whenever a member with regular full-time status requests and is granted a voluntary demotion, he shall be paid at the top step in the lower pay grade.
  - (2) Whenever a member with regular full-time status is given a demotion by reason of a service-connected physical disability, he shall be paid at the top step in the lower pay grade.
  - (3) Whenever a member is terminated due to either a lack of work and/or funds in one classification and is entitled to an automatic demotion to a lower classification where he previously held regular full-time status, the rate of pay of the member shall be established as provided in (1) above.
  - (4) Whenever a member is given a demotion due to a physical disability, his rate of pay shall be established as described in either (1) or (2) above, whichever is applicable.
- C. Re-appointment. Whenever a member is re-appointed to a position where he previously held regular full-time status, his rate of pay shall be that at which he was being paid at the time of his separation from that class with the approval of the Chief of Police.
- D. Re-employment. Whenever a member is re-employed by the City, his rate of pay shall be that at which he was being paid at the time of his separation from City employment, with the approval of the Chief of Police.
- E. Return From Military Leave. Whenever a member returns from military leave, he shall be restored to his former position at the step which corresponds to the step he received at the time of his departure and, in addition, shall be granted any increase in salary had he not entered the military.

## **ARTICLE 15 HOURS OF WORK AND OVERTIME**

This Article is intended solely to define the currently expected hours of work, which shall be subject to change as the City determines in its discretion to be appropriate to meet operation conditions, and to provide the basis for the calculation and payment of overtime. It does not constitute a guarantee by the City that such hours or any overtime shall in fact be worked.

15.1 Definition. The workweek shall consist of four (4) eight and one half (8 ½) hour workdays and two (2) days off. Absent emergency conditions regarding otherwise, days off shall always be consecutive days, though not necessarily in the same workweek.

15.2 Distribution of Overtime. The amount of overtime necessitated by call-back work and the Employees required to work such hours shall be established by the City, provided, however, that such overtime and call-back work will be distributed equitably and consistent with the needs of the Police Department. An overtime list will be utilized in an attempt to fill call-offs. When this procedure fails, the Employee with the lowest number of hours will be mandated to work. In addition, when a vacancy is created by the absence of a sergeant, the opportunity to fill that vacancy will first be offered to sergeants, regardless of their position on the overtime list. Off-going Employees may be held over until vacancies can be filled. Such overtime list will be zeroed out each January 1.

15.3 No Pyramiding. There shall be no duplication or pyramiding in the computation of overtime or other premium wages. Nothing in this Agreement shall be construed to require the payment of overtime and other premium pay more than once for the same hours worked.

15.4 Call-In Pay. Any Employee called in to perform work on a non-regularly scheduled duty day shall be compensated for a minimum of three (3) hours pay at the applicable straight time (or

overtime, if applicable) rate for such work, unless the work is contiguous with the Employee's regularly scheduled work hours. Where the work is contiguous with the Employees regularly scheduled hours, the Employee shall be compensated for those hours actually worked.

15.5 Basis for Computing Overtime and Premium Pay. Overtime pay will be earned and computed consistent with the following:

a. A 5 & 2 schedule Employee of the Police Department will receive overtime compensation for all hours worked in excess of 80 hours per 14-day work period. The overtime rate of pay will be one and one-half (1-1/2) times the Employee's hourly pay rate, as defined by the Fair Labor Standards Act.

A 4 & 2 schedule Employee of the Police Department will receive overtime compensation for all hours worked in excess of regularly scheduled hours during the two week pay period, not including sick time off as set forth in 15.5b of this contract. The overtime rate of pay will be one and one-half (1-1/2) times the Employee's hourly pay rate, as defined by the Fair Labor Standards Act

b. As used in this section, hours worked shall be defined as set forth in the Fair Labor Standards Act, as amended, except that vacation, holiday and personal days, as paid time off, shall count toward that calculation of the overtime threshold referenced in paragraphs 15.5 a.

15.6 Exchange of Shifts. Employees shall have the right to temporarily exchange shifts when the exchange does not interfere with the operation of the Police Department, subject to approval by the Police Chief or his designee, and provided that the exchange does not result in the payment of overtime to the parties involved. This shall be limited to no more than 3 exchanges per month. An exchange request shall be authorized at least 3 days prior to the first exchanged date. Supervisory Employees may only exchange with supervisory Employees and non-

supervisory Employees may only exchange with non-supervisory Employees except when the non-supervisory Employee would otherwise be assigned the duties of Officer In Charge (O.I.C.). The Police Chief or his designee may refuse an exchange request if the request would affect services to the City.

15.7 Shift Changes. The Employer, under ordinary circumstances, will not change shifts more than (4) times per calendar year.

15.8 Notwithstanding paragraph 15.5 above, officers “frozen over” (held over unexpectedly from their scheduled shift due to the absences of an officer scheduled for their relief) will be entitled to overtime, at time and one-half (1 ½) their regular rate, for consecutive hours worked beyond 8 hours for 5 & 2 Employees and 8 ½ hours for 4 & 2 schedule Employees or the length of the next shift. This provision shall not apply to regularly scheduled double shifts.

15.9 Notwithstanding the provisions of paragraph 15.8, third shift officers may only be involuntarily “frozen over” for a period not to exceed four (4) hours, with the exception of regularly scheduled double shifts. In the event a third shift officer declines to work a consecutive frozen over eight (8) hour shift, the City retains the option of not staffing the remainder of such following shift.

15.10 Compensatory Time.

a. All overtime work shall be compensated, at the Employee’s election, either at the rate of one and one-half (1½) the Employee’s regular rate of pay, or in compensatory time accrued at the same rate, which may be accrued and used up to a maximum of fifty (50) hours. All OVI Grant hours worked by officers, due to Grant wording, must be taken as overtime pay and not to be taken as compensatory time (per 4/16/12 MOU).

b. Compensatory time pursuant to the minimum standards of the Fair Labor Standards Act (“FLSA”) shall be granted according to law, provided forty-eight (48) hours advance notice

is given by the Employee. Compensatory time earned in excess of the minimum standards of the FLSA shall be granted, provided forty-eight (48) hours advance notice is given by the Employee, and provided that the City will not incur overtime liability as a result of honoring the compensatory time request. The notice provisions of this section may be waived upon mutual agreement of the parties.

c. Employees may choose to receive pay for any and all accumulated compensatory time once annually, by notifying the Employer of his or her desire to be paid for a designated amount of compensatory time. The payment will be made to the Employee within thirty (30) days of receiving the request.

15.11 If an officer is switched from a 4 & 2 to a 5 & 2 schedule or a 5 & 2 to a 4 & 2 schedule mid-year, efforts will be made to prorate benefits to the fairness of the employee and the City so as to not short the employee of benefit hours.

## **ARTICLE 16**

### **CLOTHING AND EQUIPMENT ALLOWANCE**

16.1 Initial Issue. Upon appointment, each recruit shall receive a full issue of uniforms and equipment from the City. All such purchases shall be made by the Monroe Police Department. See Appendix A for list of equipment that shall be provided by the City, and items that can be purchased out of clothing allowance. The City will maintain ownership of all items provided by the City.

16.2 Annual Allowance.

a. Sergeants. Sergeants in the bargaining unit shall, one year after their initial issue following hire, receive an annual uniform and equipment allowance not to exceed One Thousand Dollars (\$1,000.00) per year, effective June 1, 2014, on a pro-rata basis. This allowance shall be paid in May annually. All such uniform purchases shall be made by the Employee from vendors approved by the City or from other vendors, provided that the Employees obtain the specific items (brand type, item model number, etc.) as determined by the Chief. No substitute items shall be acceptable. The City will maintain ownership of all items purchased with allowance money that is provided to Employees under this section that bear the insignia or any other mark of the City of Monroe Police Department.

All uniforms and civilian clothing is subject to inspection and approval by the Chief or designee.

16.3 Lost or Damaged Uniforms and Equipment. The City will replace or repair, at the discretion of the Chief, any damaged department property or equipment, including members' uniforms, provided the loss or damage is not the result of the members' intentional abuse or gross negligence, which shall be determined at the sole discretion of the Chief.

16.4 Damaged Eyeglasses or Watches. Eyeglasses or watches which are lost or damaged while the bargaining unit member is engaged in the performance of their duties shall be compensated for by the City at the current rate of replacement up to a limit of two hundred (\$200) dollars. For an affected Employee to afford themselves the benefit of this reimbursement, the Employee shall provide the Employer a written explanation of the incident that gave cause for such loss or damage. Upon receiving such signed report, the Employer shall include the proper amount of funds to comply with the requested reimbursement in the Employee's next pay. Such reimbursement shall be made no more than once in any twelve (12) month period. This section shall also apply to the replacement for loss or damaged contacts worn by Employees.

16.5 Dry Cleaning. Special cleaning will be provided for uniform items that have been soiled by human/bodily fluids or chemicals. The Chief will determine whether this paragraph applies to a particular item of clothing.

16.6 Bullet Proof Vests. Bullet proof vests shall be replaced by the City once the manufacturer's warranty period expires or as otherwise determined by the Chief of Police.



## **ARTICLE 17 HOLIDAYS**

17.1 The following shall constitute legal holidays for all bargaining unit Employees:

New Years Day  
Martin Luther King Day  
Presidents Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve Day  
Christmas Day

17.2 For purposes of holiday pay, all Employees shall receive eight and one-half (8 1/2) hours of compensatory time off to be used at a later date for each of the holidays in Section 1 above, regardless of the schedule the Employee is placed on. An Employee who is required to work on Thanksgiving, Christmas, or New Years Day, shall receive pay for the hours worked on the holiday at a rate of time and one-half his regular rate. To qualify for holiday pay, an Employee must work all of his scheduled hours of his last regular work day prior to the holiday, the holiday, and all of his scheduled hours on the first scheduled work day immediately following the holiday, unless his absence from work is due to illness or injury, in which event a physician's certificate will be required.

Employees shall be permitted to either carryover or cash out up to 40 hours of holiday compensatory time at the end of the calendar year. The carryover option will be the default; employees electing a cash out must submit a request by December 1. Cash outs will be paid in January to allow verification of year end balances.

## **ARTICLE 18 VACATIONS**

18.1 Amount of Vacation. Each member of the bargaining unit shall have earned and be entitled to vacation leave with pay, at his regular rate according to the following schedule:

| <u>Years of<br/>Service</u> | <u>Annual<br/>Accrual</u> |
|-----------------------------|---------------------------|
| 0 to 1                      | 0                         |
| After 1                     | 85                        |
| After 5*                    | 127.5                     |
| After 10                    | 170                       |
| After 15                    | 190                       |
| After 20                    | 212.5                     |

18.2 Effective January 1, 2018, Employees shall accrue vacation benefits each year on the anniversary date of hire.

- Newly hired Employees must complete field-training prior to use of any vacation time.
- Employees may use earned vacation time while on probation.

18.3 Scheduling of Vacations. Vacation periods shall be determined by the Chief or Supervising Lieutenant, who must act in a reasonable manner and not in an arbitrary and/or capricious manner. There will be a reasonable effort to set available periods during the summer months if possible, considering seasonal department work loading. Choice of vacation dates during vacation periods shall be by seniority with conflicts to be determined in the interest of the Chief of Police.

a. Minimum Notification for Vacation. Minimum Notice for Vacation (MNV) (defined as vacation requests made with less than 7 days notice) shall be schedule through and authorized by the on Patrol Lieutenant and the Chief of Police or his representative. These MNVs must be requested and approved at a minim of 4 hours before the employee is scheduled to work. The supervisor, prior to approval, will assess manpower needs and shift coverage. MNV can be used for up to one entire shift. MNV can only be used by employees up to three (3) times a calendar year.

18.4 Minimum Vacation Period. Eligible Employees may take their vacations in minimum increments of not less than four (4) hours. The Chief shall schedule vacation leave, and the City Manager or his designee shall approve an Employee's vacation request.

18.5 Pay for Accumulated Vacation. An Employee in full-time status who is to be separated from the City service through resignation, retirement or layoff and who has unused vacation leave to his credit, shall be entitled to compensation at this current rate of pay for all lawfully accrued and unused vacation leave to his credit at the time of separation, consistent with the limitations of this Article.

An Employee in full-time status who is to be separated from service through removal for cause, and who has unused vacation leave to his credit, shall not be entitled to compensation for accrued and unused vacation leave to his credit at the time of separation.

18.6 Vacation Buy-Back. Employees shall have the option to submit for vacation buy-back up to 85 hours of their accumulated vacation time once per year. Buy-back will be paid at the Employee's straight time rate and will be payable within thirty (30) days from approval of the request. This benefit may be suspended by the City Manager, in his sole discretion, should the City cash flow needs dictate.

18.7 Vacation Accrual Limits. Employees shall be permitted to allow vacation leave to accrue to their credit in an amount up to 240 hours in addition to their current accrual rate. Employees shall forfeit their right to take or be paid for any vacation leave to their credit which is in excess of this limit. Such excess shall be eliminated from the Employee's balance.

18.8 Prior Service. Notwithstanding the provisions of Ohio Rev. Code § 9.44, an Employee shall not be permitted to transfer accumulated vacation leave credits from prior service at a previous place of employment with the State or any of its subdivisions.

18.9 Personal Days. Employees shall be entitled to two personal days (up to 17 hours) per year, in addition to vacation, which may be used with the approval of the Chief of Police upon 24 hours notice, or 4 hours notice in the event of emergency or unforeseen circumstances. Said approval may not be unreasonably denied.

## **ARTICLE 19 SICK LEAVE**

19.1 Sick Leave Accrual. All Employees shall accrue sick leave at the rate of 10.625 hours for each month worked, and any sick leave accrued, but not used or converted as hereinafter provided, in any year shall be accrued in succeeding years without limit.

19.2 Use of Sick Leave. An Employee eligible for sick leave shall be granted such leave with full normal pay, to be scheduled by the department or division head and to be approved by the City Manager or his designee, for the following reasons:

- a. Personal illness or physical incapacity due to pregnancy, injury or contagious disease;
- b. Illness of a member of the Employee's immediate family requiring the Employee's personal care and attendance; sick leave may also be used for up to five (5) calendar days absence at the time of birth of an offspring and subsequent convalescence of the Employee's spouse;
- c. Enforced quarantine of the Employee in accordance with the community health regulations.

19.3 Sick Leave Verification. At least one (1) hour before the start of his/her assigned shift, an Employee shall inform his/her immediate supervisor of the fact that they are reporting off sick. The exception to the foregoing is when there is a provable inability to make a telephone call. Except in cases of suspected abuse of sick leave, an Employee will not be routinely required to furnish, upon returning to duty, a physician's certificate evidencing that the absence was for one of the reasons set forth in Section 2 above, or absences of seventeen (17) consecutive duty hours or less. An Employee may be required to furnish a physician's statement, stating the nature of the illness and the date the Employee may return to work, following an absence in excess of seventeen (17) hours or more.

Furthermore, on or after an Employee's sixth (6<sup>th</sup>) sick leave occurrence, as defined in paragraph 19.5, below, furnishing a physician's statement shall be mandatory.

Sick leave taken on the Employee's scheduled shift immediately before or immediately after a holiday will require a physician's certificate before any sick leave will be paid.

An Employee using sick leave is required to fill out, sign and submit the City form justifying the use of sick time, before receiving pay for the time used.

The falsification of the City sick leave form or a physician's certificate shall subject the Employee to disciplinary action, up to and including discharge.

19.4 Abuse of Sick Leave. Grounds for suspicion shall include, but not limited to, information received by the City that the Employee is, or was, during any day for which sick leave is claimed:

- a. Engaging in other employment;
- b. Engaging in physical exercise or recreation;
- c. Present in a tavern or other place inconsistent with a claim of illness or injury;
- d. Absent from home or place of confinement or convalescence when called or visited by representatives of the City, except in cases where the Employee can produce verification (such as a hospital or medical clinic admission or treatment slip or a receipt for the purchase of medicines from a pharmacy or reasonable explanation) that his absence was for reasons directly related to the treatment of his/her illness or injury.
- e. Using sick time in a manner that reflects a pattern of use that may be inconsistent with legitimate use.

19.5 Sick Leave Occurrences. An Employee who has eight (8) or more sick leave occurrences in a twelve (12) month period shall not be compensated for sick leave for the first day of usage

for the ninth (9<sup>th</sup>) occurrence and subsequent occurrences at 80% of the Employee's regular rate of pay. (Example: An Employee misses two (2) days and this is the ninth (9<sup>th</sup>) occurrence in less than a twelve-(12) month period. The Employee will receive sick leave compensation for each day missed at 80% of his/her regular rate of pay for each day of the ninth (9<sup>th</sup>) and subsequent occurrences not to exceed six (6) such days in a twelve (12) month period.) Exceptions to the occurrence rule would be an Employee off under a qualified Family Medical Leave Act usage or being off due to a work related injury as qualified in the Injury Leave Article.

Sick Leave Occurrences are defined as separate occurrences where an Employee reports off work for illness or non-work related injury. (Example: An Employee reports off work for two days, that is one occurrence, then returns to work and sometime later reports off work again, that is a second occurrence and so on.)

19.6 Minimum Charge to Sick Leave. Absence for a fraction of a day that is chargeable to sick leave in accordance with these provisions shall be charged in increments of not less than two (2) hours. Employees who, after reporting to work, are then sent home on sick leave shall be charged for actual time absent.

19.7 Sick Leave Credit on Return to Service. An Employee who is laid off or on unpaid disability leave will, upon reinstatement to service, be credited for any unused sick leave existing at the time of his layoff or leave.

19.8 Sick Leave Credit Upon Transfer. Upon transfer from one division or department to another, unused sick leave shall be available for the transferred Employee's use.

19.9 Payment of Sick Leave to Members Killed in Line of Duty. If an Employee is killed in the "line of duty," the City shall pay the Employee's surviving spouse, or, if there is no surviving spouse, the Employee's estate, all of the Employee's accrued, unused sick leave as of the

Employee's date of death. For the purpose of this Section, "line of duty" means that the Employee was performing official department business at the time of his death, or the Employee's death proximately resulted from the member's performance of his/her lawful duties as a Police Officer.

19.10 Workers' Compensation. No Employee may receive payment from the City for sickness or injury if he is receiving Workers' Compensation for the same purpose. Therefore, once a Workers' Compensation claim has been approved the Workers' Compensation checks will be signed by the Employee and turned over to the City. The City shall continue to pay the Employee his/her regular paycheck during this period of time.

19.11 Pay for Accumulated Sick Leave. All Employees, at the time of their retirement or resignation in good standing, with ten (10) or more years of service, shall receive payment based on the Employee's rate of pay at retirement or resignation for accrued but unused sick leave up to the following maximum accruals:

- a. One-fourth (1/4) of the Employee's accrued but unused sick leave, up to a maximum accrual of 600 hours.
- b. One-third (1/3) of the accrued but unused sick leave in excess of 600 hours.
- c. In no event shall sick leave be permitted to accrue in an amount greater than 1,000 hours.
- d. If an Employee is separated from employment through a removal for cause and has unused sick leave to his credit, he shall not be entitled to compensation for accrued and unused sick leave to his credit at the time of separation.

19.12 The occurrence program set forth in paragraph 19.5 shall not apply to Employees who reach and maintain in excess of six hundred fifty (650) accumulated sick leave hours.



## **ARTICLE 20 INJURY LEAVE**

20.1 Each full-time bargaining unit Employee shall be entitled to occupational injury leave (OIL) to a maximum of one hundred twenty (120) calendar days for each qualifying injury. OIL shall be granted to an Employee who suffers an on-the-job injury or illness from an identifiable incident that occurred in the course of performance of his/her official duties within the scope of his/her employment with the Employer and who is off work due to said injury for five consecutive shifts. This wait period may be waived in the sole discretion of the City Manager.

20.2 In the event of a service-connected injury or illness incurred in the active discharge of duty, which injury is not the result of gross negligence, recklessness, self-infliction, or “horseplay” by the Employee, the Employer shall grant the Employee full pay for a period not to exceed one hundred twenty (120) calendar days. This time shall not be charged to the Employee’s sick time.

20.3 An Employee applying for OIL hereunder shall authorize the release to the Employer of all medical information pertinent only to the occupational injury possessed by the Employee’s treating physician(s) and the treatment facility(ies), if so requested by the Employer or its designee, and/or shall agree to be examined by a licensed medical practitioner selected and paid for by the Employer. At that time, the physician shall also document an estimated return to work date for the injured Employee.

20.4 Any Employee claiming an occupational injury or illness under this Article shall file a claim with the Ohio Bureau of Workers’ Compensation (OBWC) as soon as possible. Upon approval of the claim by OBWC, an OIL granted after the fifth consecutive shift absence shall be made retroactive to the first day of absence, and any sick leave or vacation used by the Employee during the first five work days of absence shall be restored to his/her credit. The Employee shall

remit to the Employer all income benefits paid by OBWC for the period during which the Employee received full pay from the Employer while on OIL. In the event the claim is denied by OBWC, the Employee shall revert to sick leave status and shall be charged with sick leave and/or vacation leave for all time paid by the Employer for OIL.

20.5 The Employee must report to the City Manager, or his designee, once a week, or otherwise approved timeframe by the City Manager, during OIL. During the period of OIL, there shall be no employment outside of the Employee's home. If the Employee will be working from his home or from a charitable or civic organization he/she will have to receive prior approval from the City Manager, or his designee.

20.6 It is understood and agreed that the Employer's obligation under this Article is only the Employee's regular rate of pay. If the Employee elects not to accept OIL, the City will not be obligated to compensate the Employee over the amount paid by OBWC. The Employee will also be responsible for paying any portion of Health Care Benefit normally responsible for under this contract and will be invoiced that amount by the City monthly.

20.7 In lieu of granting OIL, the Employer may assign the Employee to transitional work with the approval of, and within the limitations set by, the Employee's treating physician or physician selected and paid for by the Employer. It is strictly the management right of the Employer to determine if transitional work is available.

20.8 No entitlement to OIL shall arise from a personal injury sustained while an Employee is engaged in outside employment of any nature, whether or not such employment is in a law enforcement related field.

20.9 Before an Employee on injury leave will be permitted to return to duty, he/she shall submit to the City Manager's office a physician's statement and any other required

documentation concerning the injury, demonstrating his/her physical ability to satisfactorily perform the duties of his/her position. Additionally, the City Manager may require the Employee to submit to an examination by a physician selected by the City, at the City's expense, if there is any question about the Employee's ability to return to duty.

20.10 The Union and Employees agree with the Employer's Transitional Work Policy, if any, which shall not be limited in any way by this Agreement.

20.11 The Employee will be required to attend all scheduled meetings, unless his/her absence from the meeting has been approved by the Chief of Police, or his designee or the Employee is excused by his or her treating physician. The Employee on OIL will not receive overtime, for attending scheduled meetings, consultations, etc.

**ARTICLE 21**  
**BEREAVEMENT LEAVE, MILITARY LEAVE, JURY LEAVE AND OTHER LEAVE**

**21.1 Funeral Leave.**

a. Any 5 & 2 schedule employee may be granted usage of funeral leave, upon scheduling by the Chief and upon approval of the City Manager or his designee, for a maximum of five (5) days in the event of a death of an immediate family member. Any 4 & 2 schedule employee may be granted usage of funeral leave, upon scheduling by the Chief and upon approval of the City Manager or his designee, for a maximum of four (4) days in the event of a death of an immediate family member. For purposes of this policy, the “immediate family” is defined as mother, father, child (including step-child), spouse, grandparents, siblings, grandchildren, stepparents, stepchildren, step siblings, or legal guardian or other person who stands in place of the Employee’s parent.

b. Any regular full-time Employee may be granted usage of funeral leave, upon scheduling by the Chief and upon approval of the City Manager or his designee, for a maximum of three (3) days in the event of a death of the following family members: brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, aunt or uncle.

c. One (1) day of funeral leave may be granted by the City Manager or designee for the death of any legal relative or member of the Employee’s household other than those listed above.

d. Funeral leave may be used to grieve, to attend the funeral, make funeral arrangements or attend to other matters directly related to the funeral.

**21.2 Military Leave.** Military leave shall be in accordance with applicable federal, state, and local laws.

**21.3 Jury Leave.** The City shall grant full pay to an Employee who is summoned for jury duty or subpoenaed as a witness by any court or other adjudicatory body in cases that arise from a

bargaining unit Employees employment with the City. All compensation for such duty must be reimbursed to the City, unless such duty is performed totally outside normal working hours. The City will not pay Employees for court appearances in connection with the Employee's personal matters. This includes, but is not limited to proceedings related to personal traffic citations, divorce proceedings, custody, and juvenile proceedings. If absence from work is necessary for personal matters, the Employee may use vacation time or take an unpaid leave, however, the Employee must request prior approval for this leave to be granted.

21.4 Other Unpaid Leave. In addition to leave specifically addressed in this Agreement, the City Manager, at his sole discretion, may authorize other leaves of absence without pay. The City Manager's decision to grant or not grant a leave of absence not addressed in this Agreement is not grievable.

## **ARTICLE 22 INSURANCE**

22.1 Insurance. The City shall offer a group health care, vision, and dental care insurance program to Employees, equivalent to that offered to other City Employees.

22.2 Health and Dental Care Insurance Premiums. Effective June 1, 2017, the Employee's premium share for health care and dental shall be 17% for the duration of this Agreement.

22.3 Insurance – General Provision.

a. With respect to all insurance coverage provided to Employees, the City retains the right to change insurance carriers or self-insure all or any portion of the benefits as long as the level of benefits remain substantially the same.

b. A difference between any Employee (or his beneficiary) and the insurance carrier(s) or the processor of claims shall not be subject to the grievance procedure provided for in any collective bargaining agreement between the City and the Union. The City will, however, designate representatives who will be available for consultation with claimant Employees (or with a designated Benefit Claim Representative of the Union), so that a full explanation may be given with respect to the basis of disposition of claims.

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

d. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder.

22.4 If the Employer offers an alternative “buy-up” plan, in addition to the Employee premium share provided in paragraph 22.2, above, Employees selecting such buy-up plan, as the name indicates, shall pay any additional cost incurred by the City between the City’s base plan and the buy-up plan.

22.5 Life Insurance. The Employer shall provide and pay for term life insurance for all Employees in the amount of \$25,000.

22.6 Employees who waive healthcare, dental and vision insurance coverage, upon proof of coverage elsewhere, shall be paid a lump sum of \$2,500 for a single plan and \$3,500 for a family plan on the first pay date in November of each plan year.

22.7 Effective January 1, 2015, health insurance coverage for spouses of Employees will be provided upon certification by the Employee that the Employee’s spouse is not eligible for insurance coverage from the spouse’s employer, subject to the following:

a. In order for a working spouse or adult child to be ineligible for the City of Monroe’s health plan, the following situations must apply. First, the working spouse must work thirty (30) or more hours per week, the employer must pay 50% or more of the employee only premium and the plan must meet the Affordable Care Act standards. Spouses who work less than thirty (30) hours, are offered a substandard plan or pay more than 50% of the employee only rate are eligible for the City of Monroe’s plan.

b. In order for a working adult child to be ineligible for the City of Monroe’s health plan, the following situations must apply. First, the adult child has to be 19 years of age or older. Under certain situations in the State of Ohio, dependent child(ren) can remain on their parent’s plan until age 26, or even 28, with further restrictions. Second, the working adult child must work thirty (30) or more hours per week, their employer must pay 50% or more of the employee only premium and the plan must meet the Affordable Care Act standards. Adult children who work less than thirty (30)

hours, are offered a substandard plan or pay more than 50% of the employee only rate are eligible for the City of Monroe's plan.

c. This Working Spouse/Adult Dependent Child Carve Out Policy only applies to spouses and children who are actively at work at an employer group. It does not apply to self-employed spouse/children who have an individual medical plan (non-company sponsored), receive health insurance through a company or government retirement plan, Medicare or COBRA.



## **ARTICLE 23**

### **SAFETY AND HEALTH**

23.1 The City and the Union shall cooperate fully to maintain the highest standard of safety and health in the Police Department in order to eliminate as much as possible accidents, deaths, injuries, and illness in the Police Department.

23.2 The Police Chief or Supervising Lieutenant shall have discretion to remove apparatus from service if in his opinion the mechanical condition of the apparatus warrants removal and he has inspected and filled out the proper paperwork. The final decision and responsibility as to the serviceability of a piece of equipment will rest with the Police Chief.

23.3 The City will agree that blood tests for carbon monoxide poisoning will be provided upon request for any Police Officer treated in a hospital for inhalation of an irrespirable atmosphere and the Police Officer will be given a report of the test upon request. The City will pay any legitimate cost for blood tests not covered by medical insurance or Worker's Compensation as deemed necessary by medical personnel.

23.4 The Chief of the Police Department will determine the types, quality and quantity of all equipment issued for use in the Department. Patrol vehicles will, at a minimum, include shotgun, shotgun racks and plexiglass screens. Where such items are not present, they will be installed or replaced within a minimum of six months.

23.5 There shall be two members from the Police Department appointed to the City-wide Safety Committee. One shall be designated by the Police Chief; the other shall be a Union member designated by the Police Chief.

23.6 The City will continue to furnish safety apparel and equipment consistent with the Ohio Industrial Commission Standards.

23.7 The City will provide, upon request by any member of the Police Department, an inoculation for prevention of Hepatitis, Type B.

23.8 Upon written request, damaged safety equipment and apparel shall be sent for repair and replaced within ten (10) working days after examined by the Police Chief.

23.9 The City will provide, upon request, within a reasonable time, a test for any Employee that through documentation has been exposed to a serious infectious disease, such as AIDS, meningitis, etc. while performing his duties as deemed necessary by medical personnel. The City will pay any legitimate cost for the test not covered by medical insurance or workers' compensation, as well as reasonable expense.

23.10 The City will endeavor to schedule three officers per shift and endeavor to maintain a minimum of two officers at all times per shift.

**ARTICLE 24**  
**RESIDENCY**

As a condition of continued employment, Employees must reside within twenty-five (25) miles of the City of Monroe Police Headquarters. Newly hired Employees must relocate within thirty (30) days of the completion of their probationary period.

**ARTICLE 25**  
**DRUG FREE WORKPLACE**

The Union agrees with and supports the City's drug testing program and is committed to ensuring a safe, drug free workplace. To achieve that goal, the Union hereby agrees to adhere to a drug testing policy in place at the ratification of this Agreement or that is developed by the City hereafter. Implementation of a drug testing policy or any major changes to the City's drug testing program shall be first submitted to the Union for its consideration prior to such implementation or change.

**ARTICLE 26**  
**MODIFICATION, SEPARABILITY AND CONFLICT OF LAWS**

Unless otherwise specifically provided herein, the provisions of this Agreement shall be conclusive as to all bargainable matters relating to wages, hours of work, and working conditions as more fully set forth herein. Therefore, the Employer and the Union, for the term of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or governed by the Agreement unless the Employer and the Union mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.

Should any provision of this Agreement be found to be illegal or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any Article or Section of this Agreement, the parties may agree to meet, if a meeting is requested in writing, within 30 days of such request for the purpose of renegotiating said Article or Section.

The parties agree that this Agreement will be the sole and exclusive recourse available to Employees and the parties hereto, and where provisions of this Agreement conflict in any manner with otherwise applicable provisions of Ohio law, this Agreement shall prevail pursuant to Ohio Revised Code Section 4117.10(A).

## **ARTICLE 27 OUTSIDE EMPLOYMENT**

At the sole discretion of the Police Chief, Employees may hold outside employment so long as they meet the performance standards of their job with the Employer. The outside job shall not conflict with the Employee's duties as a member of the Police Department. Employees shall consider the impact that outside employment may have on their health and physical endurance. All Employees will be judged by the same performance standards and will be subject to the Employer's scheduling demands, regardless of any existing outside work requirements.

If the Police Chief determines that an Employee's outside work interferes with his performance or the ability to meet employment requirements of the Police Department, the Employee may be required to terminate the outside employment if he desires to retain Police Department employment.

Outside employment that constitutes a conflict of interest is prohibited.

The Injury Leave Article of this Agreement shall not apply to Employees who are injured during outside employment.

This Article is not intended to prohibit paid employment with the Police Union.

## **ARTICLE 28 SENIORITY**

28.1 Definition. Seniority shall be defined as the length of continuous service measured in years, months and days that an Employee has accumulated as a full-time Employee in the service of the Police Department.

28.2 Accrual.

a. An Employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the first day the Employee reported for work.

b. Seniority shall accrue during a continuous authorized leave of absence without pay up to six (6) months or for the period of an approved maternity leave, provided that the Employee returns to work immediately following the expiration of such leave of absence or maternity leave; and during a period of continuous layoff not to exceed 6 months, if the Employee is recalled into employment; and during a sick leave of up to 12 months.

28.3 Loss of Seniority. An Employee's seniority shall be lost and employment terminated when he:

- a. terminates voluntarily;
- b. is discharged for cause;
- c. exceeds an official leave of absence;
- d. is laid off for a period of more than 1 year if the Employee has less than 5 calendar years seniority; or is laid off for a period of more than 2 years if the Employee has more than 5 calendar years seniority (during such periods of layoff the Employer will not hire new Employees);
- e. fails to notify the Employer in writing of his intent to return to work on a recall from layoff, within 5 days after the Employer has sent notice to him to return by letter or telegram

with a copy to the Union to the last address furnished to the Employer by the Employee. It shall be the responsibility of the Employee to advise the Employer of his current address.

28.4 Application. Seniority shall apply in layoffs and recalls and for scheduling of vacations as provided in the general orders, rules, regulations and procedures of the Employer.

28.5 Layoff: In the event of a layoff, probationary Employees will be laid off first without regard to their individual periods of employment. Non-probationary Employees shall be laid off next in order of their seniority. In the event a Sergeant becomes subject to a layoff, he/she shall be permitted to take a position as a police officer. Recalls will be made by seniority when the former position as a Sergeant becomes available again.

28.6 Recall. Whenever a vacancy occurs in a position for which a laid off Employee is qualified, such Employees shall be recalled in accordance with their seniority in the reverse order in which they were laid off.



**ARTICLE 29**  
**WAIVER IN CASE OF EMERGENCY**

29.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Butler County Sheriff, the City of Monroe, or the Federal or State Legislature, such as for Acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of Employees.

29.2 Upon the termination of the emergency, should a valid grievance exist, it shall be processed in accordance with the provision outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they had properly progressed prior to the emergency.

### **ARTICLE 30 DURATION OF AGREEMENT**

This Agreement shall be effective as of midnight on the 1st day of June, 2020, and shall remain in full force and effect until midnight on the 31st day of May, 2023.

If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than 120 calendar days prior to the expiration date of this Agreement, and no later than 90 calendar days prior to the expiration date of this Agreement. Such notice shall be via certified mail with return receipt requested or a date and time stamped letter of intent. The parties shall commence negotiations within 2 calendar weeks upon receiving notice of intent. Failure to give the required notice shall result in the expiration of the Agreement, or its continuation for a period of 1 year, at the option of the Employer.

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and Union and all prior agreements, practices and policies, either oral or written are hereby canceled. Therefore, both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

**FOR THE OHIO PATROLMEN'S  
BENEVOLENT ASSOCIATION**

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**FOR THE CITY:**

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William J. Brock, City Manager

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Robert Buchanan, Chief of Police

---

Kacey Waggaman,  
Director of Human Resources

---

Karen Ervin  
Director of Finance



---

Donald L. Crain, Frost Brown Todd LLC

Approved as to form:

---

K. Philip Callahan, Law Director

## APPENDIX A

Uniform items to be issued as per Article 16:

|   |                                                            |
|---|------------------------------------------------------------|
| 1 | Jacket, waterproof                                         |
| 1 | rain coat                                                  |
| 5 | winter shirts                                              |
| 5 | summer shirts                                              |
| 5 | trousers                                                   |
| 2 | caps, dress and knit "Police"                              |
| 2 | ties                                                       |
| 3 | police badges, 2 large shield for coat, 1 small for wallet |
| 1 | cap badge                                                  |
| 3 | pair of collar brass, two small and one large for coat     |
| 2 | name plates                                                |
| 1 | duty belt                                                  |
| 1 | trouser belt                                               |
| 1 | duty holster                                               |
| 1 | double magazine pouch                                      |
| 1 | chemical agent (i.e., mace)                                |
| 1 | mace pouch                                                 |
| 1 | asp                                                        |
| 1 | asp holder                                                 |
| 2 | handcuff cases – or – 1 double cuff case                   |
| 2 | sets of handcuffs                                          |
| 1 | portable radio                                             |
| 1 | radio holder                                               |
| 1 | duty weapon with three magazines                           |
| 4 | belt keepers                                               |
| 1 | pair waterproof boots                                      |
| 1 | pair of shoes – or – additional pair of boots              |
| 1 | metal clip board                                           |
| 1 | metal citation clip board                                  |
| 1 | bullet proof vest and carrier                              |
| 1 | biohazard glove case                                       |
| 1 | TAZER with 2 cartridges                                    |
| 1 | TAZER holster                                              |
| 1 | duty bag                                                   |
| 1 | flashlight                                                 |

Items that can optionally be purchased using clothing allowance:

Whistle

Whistle chain

Bullet proof vest

Additional vest carrier

Heavy duty boot socks  
Leather patrol duty gloves  
Extra handcuffs  
Off duty holster  
Ventilated t-shirts  
Binoculars  
Tie tacks  
Recording device  
Duty bag  
Class "A" Uniform  
Stinger stream light  
Stinger light holder

In addition, the department shall provide the officers with biohazard gloves, notepads, pens, and duty ammunition as needed. Also, any item not listed above may be purchased with the allowance, provided that advance permission is obtained from the Chief of Police or his designee.

## APPENDIX B

[INCREASES OF 3.0% = 2020; 3.0% = 2021; AND 3.5% = 2022]

### PATROL OFFICER

|                | STEP ONE<br>Officers in<br>Field Training | STEP TWO<br>After Field<br>Training | STEP 3   | STEP 4   | STEP 5   | STEP 6** |
|----------------|-------------------------------------------|-------------------------------------|----------|----------|----------|----------|
| June 1<br>2020 | \$48,342                                  | \$53,007                            | \$58,139 | \$63,784 | \$69,995 | \$73,495 |

| ***            | <del>Eliminated<br/>Step One</del> | STEP ONE<br>Officers in<br>Field Training | STEP TWO<br>After Field<br>Training | STEP 3   | STEP 4   | STEP 5   | STEP 6   |
|----------------|------------------------------------|-------------------------------------------|-------------------------------------|----------|----------|----------|----------|
| June 1<br>2021 | <del>\$49,792</del>                | \$54,597                                  | \$59,883                            | \$65,698 | \$72,095 | \$75,700 | \$79,485 |
| June 1<br>2022 | <del>\$51,535</del>                | \$56,508                                  | \$61,979                            | \$67,997 | \$74,618 | \$78,350 | \$82,267 |

| SERGEANTS*   |              |              |
|--------------|--------------|--------------|
| June 1, 2020 | June 1, 2021 | June 1, 2022 |
| \$83,784     | \$90,613     | \$93,784     |

\*Sergeant Differential = 14%

\*\* Current Step 5 officers will move to Step 6 on their anniversary date after 6/1/2020.

\*\*\* Step # references are adjusted on 6/1/2021 due to elimination of prior Step 1 and addition of new Step 6. Officers will transition equitably to the adjusted scale in 2021. Example: 2020 Step 3 will move to 2021 Step 2 on 6/1/2021 and then increase to 2021 Step 3 on their anniversary date after 6/1/2021.

**EMERGENCY RESOLUTION NO. 58-2020**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES FOR RIGHT-OF-WAY ACQUISITION FOR THE GREAT MIAMI RIVER TRAIL BY AND BETWEEN THE CITY OF MONROE AND BRANDSTETTER CARROLL INC. AND DECLARING AN EMERGENCY.

WHEREAS, the Ohio Department of Transportation requires an appraisal, review appraisal and acquisition negotiations by a firm that specializes in this type of work and is prequalified to do so; and

WHEREAS, Brandstetter Carroll Inc. has agreed to subcontract these professional services to a firm that meets the requirements of the Ohio Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The City Manager is authorized to enter into an agreement for professional architectural services for right-of-way acquisition for the Great Miami River Trail by and between the City of Monroe and Brandstetter Carroll Inc. pursuant to the terms and conditions set forth on Exhibit "A" attached hereto and made a part hereof.

SECTION 2: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, and further for the reason Council desires to follow the requirements of the Ohio Department of Transportation for the Great Miami River Trail. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED:\_\_\_\_\_

ATTEST:

APPROVED:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor



2360 Chauvin Dr  
LEXINGTON  
KY 40517  
859.268.1933  
FX: 859.268.3341

308 East 8<sup>th</sup> St  
CINCINNATI  
OH 45202  
513.651.4224  
FX: 513.651.0147

1220 West 6<sup>th</sup> St  
Suite 300  
CLEVELAND  
OH 44113  
216.241.4480  
FX: 216.736.7155

17300 Preston Rd  
Suite 310  
DALLAS  
TX 75252  
469.941.4926  
FX: 469.941.4112

August 11, 2020

Kevin P. Chesar, Director of Development  
City of Monroe  
223 South. Main St.  
Monroe, Ohio 45050

Re: Right of Way Acquisition  
Great Miami River Trail

Dear Mr. Chesar:

We are pleased to submit this proposal to provide assistance with the right of way acquisition for the Great Miami River Trail. With the funding received by ODOT, one requirement is to follow their process to acquire the right of way. It involves an appraisal, review appraisal and acquisition negotiations by a firm that specializes in this type work and is prequalified to do so.

OR Colan is qualified for this type of service. They have provided similar services to the City of Monroe on a roadway project and on BCI airport and roadway projects.

For this project, Brandstetter Carroll Inc. proposes to provide the following services with associated fees:

|              |                    |
|--------------|--------------------|
| ORC Fees     | \$42,050.00        |
| BCI Fees     | \$8,500.00         |
| <b>Total</b> | <b>\$50,550.00</b> |

ORC fees includes a \$1,350.00 allowance for recording and copy fees.

The terms and conditions of the Bicentennial Park engineering and architectural agreement services are applicable.

We are prepared to proceed immediately upon written authorization to proceed.

Please review and contact us with questions. We look forward to this next step of the trail development.

Sincerely,

Bruce Brandstetter, P.E.  
Senior Vice President

BGB/bm

C: File



***PROPOSED BY:  
BRANDSTETTER CARROLL INC.***

***ACCEPTED BY:  
CITY OF MONROE***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Benjamin E. Brandstetter  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
President  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## RW ACQUISITION SERVICES COST PROPOSAL

**Company Name:** O.R. Colan Associates, LLC

**District:** 8

**Date:** 8/6/2020

**PID NO.:** 109591

**Task No.:** 4

**Project CRS:** BUT-Great Miami River Trail Monroe, OH

| Pay Item                                  | Type of Unit | No. of Units | Fee Per Unit | Total Amount       | Contingency<br>(No. of Units) |
|-------------------------------------------|--------------|--------------|--------------|--------------------|-------------------------------|
| <b>1. Project Management - line items</b> | parcel       |              |              |                    |                               |
|                                           |              |              |              |                    |                               |
| <b>2. Appraisal</b>                       |              |              |              |                    |                               |
| a. RE 95 Preparation                      | parcel       | 1            | \$350.00     | \$350.00           | 0 unless needed               |
| b. R/W Appraisal Report (RE 25-17)        | parcel       |              |              | \$0.00             |                               |
| c. Report (RE 25-17)                      | parcel       |              |              | \$0.00             |                               |
| d. Value Finding (RE 90)                  | parcel       |              |              | \$0.00             |                               |
| e. Value Analysis                         | parcel       | 5            | \$750.00     | \$3,750.00         |                               |
| f. Project Data Book                      | parcel       |              |              | \$0.00             |                               |
| g. Project Management                     | parcel       | 5            | \$250.00     | \$1,250.00         |                               |
| <b>SECTION SUBTOTAL</b>                   |              |              |              | <b>\$5,350.00</b>  |                               |
| <b>3. Appraisal Review</b>                |              |              |              |                    |                               |
| a. R/W Appraisal Report(RE 25-16)         | parcel       |              |              | \$0.00             |                               |
| <b>SECTION SUBTOTAL</b>                   |              |              |              | <b>\$0.00</b>      |                               |
| <b>4. Title Researches</b>                |              |              |              |                    |                               |
| a. Abbreviated Titles                     | parcel       | 11           | \$350.00     | \$3,850.00         |                               |
| b. Full Title (42 year)                   | parcel       | 4            | \$650.00     | \$2,600.00         | 0 unless needed               |
| c. Title Update                           | parcel       | 1            | \$150.00     | \$150.00           | 0 unless needed               |
| d. Project Management                     | parcel       | 11           | \$250.00     | \$2,750.00         |                               |
| <b>SECTION SUBTOTAL</b>                   |              |              |              | <b>\$9,350.00</b>  |                               |
| <b>SECTION TOTAL</b>                      |              |              |              | <b>\$14,700.00</b> |                               |

Table split for Federal Authorization for Right of Way Acquisition

| Pay Item                                                                                       | Type of Unit | No. of Units | Fee Per Unit | Total Amount       | Contingency<br>(No. of Units) |
|------------------------------------------------------------------------------------------------|--------------|--------------|--------------|--------------------|-------------------------------|
| <b>5. Negotiation</b>                                                                          |              |              |              |                    |                               |
| a. Negotiation (includes letters, packets, negotiations, billings, document preparation, etc.) | parcel       | 10           | \$1,750.00   | \$17,500.00        | 9 unless needed               |
| b. Bill of Sale Negotiation                                                                    | Per          |              |              | \$0.00             |                               |
| c. Negotiation Trainee                                                                         | parcel       |              |              | \$0.00             |                               |
| d. Project Management                                                                          | parcel       | 10           | \$250.00     | \$2,500.00         | 9 unless needed               |
| <b>SECTION SUBTOTAL</b>                                                                        |              |              |              | <b>\$20,000.00</b> |                               |
| <b>6. Closings</b>                                                                             |              |              |              |                    |                               |
| a. Mail Out                                                                                    | parcel       | 9            | \$350.00     | \$3,150.00         |                               |
| b. Formal (includes forms RE 30, 31, 44, 45 & 57 and etc.)                                     | parcel       |              |              | \$0.00             |                               |
| c. Formal - structure parcels                                                                  | parcel       |              |              | \$0.00             |                               |

|                                          |             |   |          |                   |                 |
|------------------------------------------|-------------|---|----------|-------------------|-----------------|
| d. Title Update for Appropriation        | parcel      | 2 | \$300.00 | \$600.00          | 0 unless needed |
| e. Mortgage Release                      | per release |   |          | \$0.00            |                 |
| f. Project Management                    | per release | 9 | \$250.00 | \$2,250.00        |                 |
| <b>SECTION SUBTOTAL</b>                  |             |   |          | <b>\$6,000.00</b> |                 |
| <b>7. Relocation Assistance Services</b> |             |   |          |                   |                 |
| a. Residential offer made                | parcel      |   |          | \$0.00            |                 |
| <b>SECTION SUBTOTAL</b>                  |             |   |          | <b>\$0.00</b>     |                 |
| <b>8 Relocation Review</b>               |             |   |          |                   |                 |
| a. Residential Review                    | parcel      |   |          | \$0.00            |                 |
| <b>SECTION SUBTOTAL</b>                  |             |   |          | <b>\$0.00</b>     |                 |

| <b>Pay Item</b>                                                                                           | <b>Type of Unit</b> | <b>No. of Units</b> | <b>Fee Per Unit</b> | <b>Total Amount</b> | <b>Contingency<br/>(No. of Units)</b> |
|-----------------------------------------------------------------------------------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------------------------|
| <b>9. Asbestos</b>                                                                                        |                     |                     |                     |                     |                                       |
| a. Collection/Reporting                                                                                   | parcel              |                     |                     | \$0.00              |                                       |
| <b>SECTION SUBTOTAL</b>                                                                                   |                     |                     |                     | <b>\$0.00</b>       |                                       |
| <b>10. Miscellaneous</b>                                                                                  |                     |                     |                     |                     |                                       |
| a. Red Books                                                                                              | parcel              |                     |                     | \$0.00              |                                       |
| b. appropriations                                                                                         | parcel              |                     |                     | \$0.00              |                                       |
| c. Property Management                                                                                    | parcel              |                     |                     | \$0.00              |                                       |
| d. (Parking, Rent, Architectural etc.)                                                                    | parcel              |                     |                     | \$0.00              |                                       |
| e. Copies and Recording fees<br>(reimbursable based on actual cost<br>for Titles and Closings - receipts) | parcel              | 9                   | \$150.00            | \$1,350.00          |                                       |
| f. R/W Cost Estimate (RE-101)                                                                             | parcel              |                     |                     | \$0.00              |                                       |
| <b>SECTION SUBTOTAL</b>                                                                                   |                     |                     |                     | <b>\$1,350.00</b>   |                                       |
| <b>SECTION TOTAL</b>                                                                                      |                     |                     |                     | <b>\$27,350.00</b>  |                                       |
| <b>GRAND TOTAL</b>                                                                                        |                     |                     |                     | <b>\$42,050.00</b>  |                                       |
| <b>GRAND TOTAL LESS CONTINGENCY</b>                                                                       |                     |                     |                     | <b>\$36,350.00</b>  |                                       |

|                                          |                                        |            |        |
|------------------------------------------|----------------------------------------|------------|--------|
| CRS                                      | BUT-Great Miami River Trail Monroe, OH |            |        |
| FPN#                                     | E191423                                |            |        |
| PID#                                     | 109591                                 | State Job# | 480299 |
| Pre-Scope of Services Meeting            |                                        |            |        |
| Approved Final Scope of Services Minutes |                                        |            |        |

**THE OFFICE OF REAL ESTATE  
SCOPE DEFINITIONS  
FOR RIGHT OF WAY SERVICES  
(Revised 8 29 2014)**

1. **Project Management:** The degree of difficulty in project management varies depending on the project size and complexity, and on the amount of tasks over which the consultant has direct control.
2. **Project Manager:** A professional prequalified by ODOT in the consultant's organization responsible for the planning and execution of the project delivery requirements. The Project Manager is responsible for minimizing risks throughout the lifetime of the project and resolving issues of uncertainty thus ensuring the project is delivered on schedule and in compliance with ODOT procedure.

The responsibilities of the Project Manager are as follows:

- A. Complete Progress Reports / Status Reports, attend meetings as scheduled and meet all established time lines.
  - B. Assure compliance with laws, regulations and procedures controlling all Right of Way disciplines that the Project Manager is managing as identified on the Task Division Sheet.
  - C. Responsible for assigned deliverables set forth in the contract.
  - D. The essence of a project manager is to complete delivery of the project without assistance from the District to include: Acquisition files that are compliant with ODOT procedure; to deliver the project by the time established per the scope; and to deliver a project having a minimal number of conditions. It is unacceptable to deliver a project requiring the District to devote its limited resources to correct problems that the Consultant was hired to manage and resolve.
3. **Pre-qualification:** The specific individuals listed on the Task Division Sheet and/or Attachment C, Schedule of Appraisal Formats, shall be pre-qualified by ODOT.
  4. **Project Mobilization Meeting (Scoping Meeting):** A project mobilization meeting will be held for the purpose of introductions and to address any questions relating to the project scope. The project mobilization meeting will outline contact persons and communication protocol. At this meeting all issues related to the specific job and its division of responsibilities will be resolved.
  5. **Project Time line and Work Plan:** A project time line and workplan shall be submitted by the Consultant. The time line shall be a brief one page bar graph. The workplan shall

be submitted on ODOT Form RE 101. They shall indicate the critical path of the project as it relates to overall project development. They shall include the date all acquisitions must be completed and parcels submitted to the District as signed or to be filed. This date will be identified by the District during project authorization. The Consultant must provide for reviews of the final product of each function contained in this scope on the date indicated in the project time line and workplan. Adherence to the project time line and workplan shall be strictly enforced.

6. **Late Fees:** If a due date cannot be met, the consultant must email a request in advance for a time extension outlining the circumstances that require such extension to the District Project Manager. Due dates will be communicated as part of the work authorization documents. The District Project Manager shall respond in writing to the request. If the request is denied, and the consultant does not deliver by the due date, the consultant's fee will be reduced as follows:

**If the authorized task is not delivered by the close of business on the due date, the original fee for the task will be reduced by 2%. Thereafter, the original fee for the task will be reduced by 1% per day from the original amount until the task is received and officially date stamped by ODOT.**

All parties acknowledge this penalty will not be applied if the reason for the delay is caused by the actions or request of ODOT. However, a request for a time extension must still be made in writing by the Consultant.

7. **Pay Items:** Pay items are only those tasks identified in the Schedule of Work Authorized.
8. **Plan Review:** The Consultant shall identify any plan problems that arise and notify the Project Manager in the District in writing. The consultant shall not suspend activity on a project as a result of minor plan discrepancies, unless instructed by the Project Manager in the District. Throughout the course of performing authorized tasks, identify problems with the plan including, but not limited to, missing topographical items based on a field check; items not marked as save or take; summary sheet errors; omissions; permanent parcel numbers (PPN) or Auditor Parcel Numbers (APN); volume and page; take area; Present Road Occupied (PRO). Any discrepancy must be immediately reported to ODOT.
9. **Compilation of Form RE 95:** The Property Inventory Classification form (RE-95) must identify the ownership of real estate and personal property to be acquired. Consultants shall complete and obtain owner and tenant signatures on the RE 95 prior to completion of the appraisals. If the owner or tenant refuses to sign the RE 95, a notation must be made detailing efforts made to obtain the signatures and the agent must sign the form. Any exceptions shall have prior approval of the District Project Manager.
10. **Pre-Acquisition Survey (Interview):** Shall be in compliance with the Relocation Section of the ODOT Real Estate Manual. The Consultant shall be responsible for the completion of the pre-acquisition survey and all applicable forms with photos of all real

property structures attached on a separate sheet of paper. Notes and RE 610 form shall be prepared in conjunction with the pre-acquisition survey.

11. **Pre-Acquisition Report:** Shall be in compliance with the Relocation Section of the ODOT Real Estate Manual. The Consultant shall be responsible for the completion of the report if authorized.
12. **R/W Cost Estimate:** The estimated costs of property payments and Relocation Assistance Program (RAP) payments shall be prepared by the Consultant in accordance with current requirements of ODOT after a contract has been executed. This estimate will be utilized by the District to establish a proper right-of-way cost encumbrance amount and shall be completed thirty (30) days before completion of the first appraisal.
13. **Preparation of Legal Instruments:** The Acquisition Consultant shall be responsible for preparing all instruments and forms necessary for the acquisition of the parcel, including deeds, easements, contracts, letters (including the Introductory Letter), agreements and all other forms required for the submission of the billing package as defined by the ODOT Real Estate Manual and the attached exhibits.
14. **Title Work:** The Consultant, under the direction and to the satisfaction of the Department of Transportation, State of Ohio, shall search the public records concerning the titles to the highway parcels of such real estate in a form acceptable to the State, and shall comply with the ODOT procedures as set forth in the ODOT Real Estate Manual. All notes and reports are to be type written by the Consultant. The Consultant shall submit the following:
  - A. One original written title report to include the title report, the title chain and all pertinent attachments. The paper copy shall have the original signature of the title agent in the verification block.
  - B. The title report and the title chain shall be in MS Word. Electronic title reports shall bear the type written name of the title agent. All attachments will be in .pdf format.
  - C. Each title report shall contain copies of the Auditor's card and tax map.
  - D. Ownerships for corporations, LLCs, Limited Partnerships, shall include status, and registered agent's information from the Secretary of State.

The Consultant understands that the term "parcel" or "parcel of land" as used herein means that unit of land as delineated and numbered on the right of way plans and all contiguous lands, record title to which is in the same person or persons, the whole or any part or parts of which, or any right or rights, interest or interests therein are acquired or to be acquired for highway purposes without regard to the parcel suffix(s), number of descriptions, or County Auditor tax parcels that may be involved.

Consultant shall review the title reports and chains against the right of way plans. Any

discrepancies between the title and the plans shall be brought to the District's attention in writing.

Copying/Reproduction cost shall be included in the overall cost for the Title Report. However, reproduction fees charged by a county will be reimbursed upon submittal of receipts.

- 14a. **Abbreviated Title:** See Section 5103 of the ODOT Real Estate Manual.
- 14b. **Full Title:** See Section 5102 of the ODOT Real Estate Manual.
- 14c. **Title Update:** See Section 5104 of the ODOT Real Estate Manual.
- 14d. **Title Updates for Appropriation:** See Section 5105 of the ODOT Real Estate Manual. Title Updates for Appropriation will be paid for as a separate pay item and will not be part of the fee paid for negotiations or closings. Updates will be prepared by the Consultant for appropriation cases. Updates for appropriation parcels shall be performed no more than seven (7) days prior to submission of an acceptable billing package. Updates shall include a check for any additional contiguous parcels which have been acquired by the owner. If any are found, the consultant is to notify ODOT in writing immediately to obtain authorization to complete title work on the additional parcel, if necessary, as determined by ODOT.
- 15. **Appraisal:** The process of estimating compensation for the part taken and damages, if any, to the part not taken when ODOT acquires Rights of Way. All appraisals shall be done in compliance with the ODOT Real Estate Manual Sections 4000 through 4500. Any discrepancies found between the plans and the field checks must be brought to the attention of ODOT immediately.

The appraisal format to be used for each parcel shall be in accordance with the Schedule of Appraisal Format included as Attachment "C".

The submission by the Consultant shall be by one electronic version (pdf) and three exact original paper copies. All color photos must be indistinguishable from the original.

- 15a. **Appraisal Upgrades:** A change in format from the appraisal's original format to a more complex format as determined by project need. Should a change in format be viewed as necessary, the Consultant must contact ODOT in writing immediately to obtain written approval by ODOT of the proposed change.
- 15b. **Appropriation Appraisal Work:** Any appropriation activity performed at the request of the AAG must be first authorized by the District. Any work performed at the sole request of the AAG without prior authorization from the District may be subject to non-payment.
- 16. **Appraisal Review:** The mandatory review of the valuation or appraisal prepared for each parcel to be acquired. All Appraisal Review work will be in conformance with the

requirements of the ODOT Real Estate Manual.

17. **Acquisition (Negotiations):** All acquisition activities shall be done in accordance with the ODOT Real Estate Manual.
- 17a. **W-9 and Vendor Information Form:** The Consultant shall obtain in addition to a signed IRS form W-9, a Vendor Information Form completed and signed by each property owner listed on the most recent title report. No letters of assignments shall be used.
- 17b. **Salvage Value & Removal Agreement:** The Consultant is to estimate the salvage value, if needed, and submit the RE 68 to the District for approval prior to presenting to property owners. At the same time, the Agreement for Removal (RE 66) should also be submitted to the District for approval prior to presenting to the owner. No additional compensation shall be paid for low value (nominal) Salvage Value Estimates. High Value Salvage Estimates requiring expert cost estimates may be negotiated for additional compensation.
- 17c. **Mortgage Release:** The Consultant needs to determine if a mortgage release is to be completed and it must be documented in the Negotiator notes. Further, if a release is needed, the consultant must start the process to secure a mortgage release at the time of the offer. This also must be documented in the Negotiator notes.
18. **Relocation Assistance:** All relocation activities shall be the responsibility of the Consultant. The consultant acknowledges that all relocation activities shall be done in accordance with Sections 6100 through 6700 of the ODOT Real Estate Manual.

The consultant will submit all replacement Housing Determinations to the Agency for approval before an offer is made to the displaced person. The Agency will provide approval or rejection of determinations as soon as possible. The consultant shall submit all claim forms and supporting documentation to the Agency for approval before any claim form is presented to the displaced person.

On parcels involving rent supplemental payments, the consultant shall be responsible for the first payment and subsequent payments that normally occur before the project is certified. Rent supplement payments that occur after the project is certified by the consultant will be the responsibility of the District.

All notes and reports are to be type written by the consultant.

19. **Relocation Reviews:** Relocation review work occurs on each activity before the particular activity is completed as detailed in section 6112 of the ODOT Real Estate Manual.
20. **Relocation Appeals:** The Consultant shall submit any relocation appeals directly to Central Office Real Estate with a copy to the District. In the response to the appeal, the consultant will list the issues raised in the displaced persons appeal letter, respond to each



issue, provide a brief summary of the current status of the appeal, and provide a recommendation for the resolution of the appeal.

21. **Asbestos Collecting:** The process is to collect an appropriate number of samples from all affected structures, and to submit the samples to ODOT and/or the pre-determined Asbestos Testing consultant to determine if the asbestos present must be abated. This task must be performed by a licensed asbestos inspector. Report of findings must be accompanied by the Asbestos Testing consultant's recommendations for remediation together with an EPA Notification of Demolition and Renovation form containing on it all asbestos containing materials (ACM) and amounts recommended for removal.
22. **Preparation of Individual Parcel Files:** The Consultant shall be responsible for the assemblage and maintenance of acquisition files in accordance with ODOT's Real Estate Manual Section 5800.

File Naming Convention – In order to organize and standardize all of the electronic files, every document will need to be named according to the 5800 Section of the ODOT Real Estate Manual. It shall be the responsibility of the consultant to ensure deliverables are correctly named.

23. **Administrative Settlement:** See ODOT Real Estate Manual Section 5201. The Consultant shall have authority to authorize administrative settlements up to \$1,000 per parcel without prior approval of the District, provided there is ample support for the additive and that the parcel file and negotiator notes contain full documentation of the support.

When there is perceived need for an administrative settlement beyond \$1,000, the consultant shall submit a written request to the District. The written request should document the logic and reasoning for the administrative settlement. The District will review the request. If approved, the District will grant authority for the administrative settlement in writing in advance of the consultant concluding the negotiations.

**Preparation of ODOT form RE 65 is the responsibility of the District office.** When the consultant hands in the signed Contract of Sale and Purchase, the Value Analysis/RE 22 will be updated by ODOT to include the administrative review. Once the Administrative Settlement is complete, the consultant shall change the warranty deed or other instrument(s) to reflect the new amount.

24. **Appropriation Coordination:** The District will be the primary contact for all appropriation coordination activities. The District will also act as the primary contact for the Consultant on issues relative to the AAG's Office. When a parcel is submitted to the District for appropriation, the Consultant will forward the entire parcel file with the billing package. Upon receipt of the appropriation billing package from the consultant, the District will forward the appropriation package and warrant to the AAG for filing.

Title updates will be prepared by the Consultant for appropriation cases only if authorized by the District. Updates for appropriation parcels shall be performed no more than seven (7) days prior to submission of an acceptable billing package. Updates shall

be in compliance with Section 5105 of the ODOT Real Estate Manual. The District will be responsible for tracking the timely filing of an appropriation parcel by the AAG to ensure clearance dates are met. The Consultant shall submit all appropriation packages no later than the date set by the Project Manager.

The Consultant will prepare Red Books only if authorized by the District. The Consultant will also remain available for consultation to the AAG and, if authorized, the Consultant will provide court testimony. The District will file the proper documentation upon receipt of a final court entry.

Any appropriation activity performed at the request of the AAG must be first authorized by the District. Any work performed at the sole request of the AAG without prior authorization from the District may be subject to non-payment.

25. **Billing Packages:** The Consultant must submit the original billing package (signed parcels, appropriations, or Relocation Assistance payments) to the District for review and processing. Billing package contents for acquisition parcels shall comply with Section 5200 of the ODOT Real Estate Manual and Attachment "A". Billing packages for relocation parcels shall comply with the Relocation Section of the ODOT Real Estate Manual.

All billing requests will be reviewed and warrants requested/processed by appropriate District personnel only upon approval of the billing package.

Consultants need to submit W-9s and Vendor Information forms as soon as obtained from the property owner and prior to submitting the billing package. W-9's and the Vendor Information Forms shall accompany a copy of the RE 46 and a lease agreement if there is a tenant. Failure to do so will delay the processing of the billing package.

In the case of signed parcels, the warrant will be mailed to the Consultant for closing. The District will process all appropriation packages after receiving all necessary information from the Consultant.

26. **Closing:** Closing is the process of disbursing funds to the property owner, obtaining the instrument from the property owner, recording the instrument, paying the necessary prorated real estate tax, exempting the acquired property from real estate taxation, obtaining all necessary releases, and arranging the file in accordance with ODOT procedures. All closings shall be done in compliance with Sections 5600 and 5700 of the ODOT Real Estate Manual.

All closing activities are the responsibility of the consultant. Closing activities include but are not limited to:

- A. Prepare mortgage and lien releases; secure these releases on encumbered property from the property owners or the mortgage/lien holders, as early in the process as possible. The initiation of the release process is the responsibility of the Negotiator. The closing agent is responsible for reviewing the work of the

Negotiator and assuring the completion of the release if not already obtained by the Negotiator.

- B. All recording information shall be included in the consultant's status report.
- C. Deposit the pro-rated taxes with the required county office and obtain a receipt. ODOT forms RE 30-A & RE 31 will be completed and submitted to the County Auditor's office. Copies of the RE 30-A, RE 31, RE 44, RE 45, RE 57, Recorded Instrument and the tax paid receipt are to be submitted to the District Office.

RE 30-A's are only prepared when ODOT acquires the fee simple estate in the name of ODOT. RE 30-A's are not prepared on parcels acquired in name of the LPA. See Section 5600 and 5700 of the ODOT Real Estate Manual.

When a property is acquired in the name of a Local Public Agency, the original instrument along with copies of the RE 57, RE 44 & RE 45 and the tax paid receipts are sent to the Local Public Agency to file for exemption.

- D. The Closing Consultant shall monitor the property owner for compliance with the Agreement for Removal (RE 66) and complete closing with the owner and secure receipt upon property owner's compliance with the Agreement.
- E. Title updates are to be prepared for closing and are not a separate pay item.
- F. After the completion of every closing, and within thirty days of closing, the consultant shall prepare and submit to the District the following:
  - 1. All original correspondence relative to the closing of the parcel including, but not limited to: the property owner and the mortgage/lien holders.
  - 2. Original recorded instruments and releases.
  - 3. Original signed Closing and Settlement Statement (RE 44/44-1).
  - 4. Warrant receipts for warrant payments and receipt for taxes/assessments.
  - 5. The affidavit by seller (RE 45).
  - 6. An original and a title update copy of the original title with original certification that no changes have occurred in the property title dated immediately before the closing of the right of way parcel.
  - 7. The completed Auditor's estimate of prorated taxes and assessments (RE 57). Receipts for taxes and assessments from the county auditor. The copies of the RE 30 or RE 31 that are date stamped by the County Auditor's Office. Copy of exemption from Real Property conveyance fee form DTE 100(ex).

The Consultant will be responsible for paying the appropriate County for recording fees for both plan sheets and all acquisition instruments. [The Consultant shall be reimbursed by ODOT for actual recording fees. Receipts for recording fees must be transmitted to the District along with invoices for consultant services.]

- 26a. **Closing for Structure Parcels:** After closing or upon possession by ODOT, the Consultant is responsible for:

The closing agent is responsible for inspecting the property and completing the RE 95-R (only to be performed when ODOT acquires a building).

The closing agent is responsible to coordinate with the utility companies to assure disconnection of utilities and removal of meters.

Insure that the building has been left in a “broom clean” condition.

Insure that rat bait, if needed, has been placed in accordance with Section 7200 of the ODOT Real Estate Manual. Insure that “No Trespassing” signs are posted.

Deliver the keys to the District.

If rental agreements are necessary, the consultant shall notify the District at the earliest point in time. Preparation and execution of the rental agreements will be handled by the District.

27. **Property Management:** If a Consultant is to be hired for property management duties, the Task Division Sheet will define any such responsibilities. This will be a separate pay item when authorized.
28. **Project Status Reports:** The Consultant shall provide status reports on a date or at intervals determined by the District Real Estate Administrator. These status reports shall be in a format acceptable to the District Real Estate Administrator, as established at the task scoping meeting. The status reports shall be ~~stand-alone~~stand-alone documents indicating the complete current status of the project.
29. **Project Certification:** Means the consultant has completed all of the assigned work by the agreed upon completion date in accordance with the Scope document and that the work has been performed in conformance with the ODOT Real Estate Manual which implements the Ohio Administrative Code, the Ohio Revised Code, Uniform Standards for Professional Appraisal Practices (USPAP), the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (the Uniform Act), and all other local, state and federal laws, policies, ordinances or regulations. ODOT Real Estate Manual Section 2400, Certification of Right of Way Control, details the procedures. Consultants shall provide the applicable R/W Certification Control Letter to the District. If an extension is requested, the Consultant must estimate when the Right of Way will be cleared. The District will determine the acceptability of any such request.
30. **Final File Disposition:** Final file disposition is the process whereby the Consultant shall send any remaining original files to the respective District Office(s). This shall include all assigned parcel files, appropriation files, property management files and relocation files. The Consultant shall maintain and submit a log of the volume and page numbers of

the recording data of the instruments at the close of the project. Most original documents will be submitted prior to final file disposition. The Consultant shall submit the remaining original and/or electronic files to the District in a manner compliant with the 5800 Section of the Acquisition Manual within 30 days after the last closing on the project.

31. **Consultant Evaluation:** At the conclusion of a project and upon completion of the evaluation, the Consultant or ODOT can request a performance review meeting. Performance review meeting attendance is required. This evaluation information will be entered to the Consultant Evaluation System for future reference.
32. **Property Owner Opinion Surveys:** Surveys will be compiled and distributed by the Office of Real Estate. A copy of all applicable surveys will be provided to the consultant by the District. Any required follow up actions with the property owner are the sole responsibility of the acquiring agency.
33. **Quality Assurance Reviews:** The Ohio Department of Transportation, Office of Real Estate, reserves the right to perform a Quality Assurance Review at any time, to assure compliance with the ODOT Real Estate Manual.
34. **Project Meetings:** The Consultant shall meet with the District Office when requested to do so by the District.
35. **Compliance Review:** The District may review Consultant performance throughout the duration of the project. The review may include but is not limited to any of the following:
  - A. A personal visit with the property owner either by the District, or by the District accompanied by the Consultant.
  - B. Various reviews of parcel files as requested.
  - C. Submittal of Negotiator Notes and/or Relocation Notes at any time throughout the project.
  - D. Submittal of any of the Appraiser's work product at any time throughout the duration of the project (i.e. owner accompaniments letter, comparable sales, draft appraisal)

These reviews may occur on all real estate processes performed by the consultant. The purpose of the reviews will be to monitor and evaluate the performance of consultant personnel, and identify problems and deficiencies that need to be addressed to improve performance. It will also be beneficial in identifying and acknowledging outstanding performance, and will provide information for the consultant evaluation at the completion of the project.

36. **Compensation for Services:** The negotiated fee shall be based on a completed task as outlined in the Scope and Letter of Authorization. The Scope of Services clarifies these responsibilities and does not necessarily indicate separate pay items. No additional compensation for any required reviews deemed necessary will be considered. Compensation for Services not contemplated by this scope of services or clearly not

included within the scope of services described herein shall be negotiated in accordance with Chapter 5 of the Specifications for Consulting Services. The consultant shall submit invoices prepared on standard ODOT Real Estate invoice forms. The Consultant shall provide, as specified by ODOT, detailed documentation for invoicing and payment for services. Forms are supplied to the consultant as an attachment to their authorization to proceed.

37. **Negotiation Trainee:** The Consultant has the option to utilize a staff employee (trainee), who does not hold a Negotiation pre-qualification, to assist a pre-qualified Negotiator on parcel negotiations. A time limit of one (1) year will be placed on the negotiators trainee status which initiates at the first offer made. The trainee must be present at the time of offer and the negotiator notes must thoroughly document all activity of the trainee. The consultant must include the name of the Trainee(s) on the cost proposal submission. A master list will be maintained by Central Office Real Estate.

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## **ATTACHMENT “A”**

### **DOCUMENTS NEEDED FOR ACQUISITION BILLING PACKAGES**

Documentation to be included in the following order, clipped together:

1. Original W-9 plus a copy sent in with the signed parcel.
2. Original vendor information form plus a copy sent in with the signed parcel.
3. Copies of all title reports and all title updates.
4. Original and copy of the contract for sale and purchase if acquisition was by WD or WL.  
Or, signed instruments (-easements, work agreements, temporaries, special waiver of damage, etc.) If non-warranty deed acquisition.
5. Value analysis or RE 22.
6. Original negotiator notes to also include attached correspondence.
- 6a. RE 61 (if needed)  
Copy of Notice of Intent to Acquire and Good Faith Offer, along with documentation detailing if it was presented personally or by certified mail.
7. Copy of any revised Good Faith Offers.
8. Copy of any notice of intent to appropriate. Along with documentation detailing how it was delivered to owner.
9. Copy of plan letters
10. Copies of the colored R/W plans and cross sections provided to the property owner.(and any other plan sheets as appropriate).
11. Copy of the Introductory Letter.
12. Original or copy of signed RE 95 (if applicable).
13. Original agreement for removal (RE 66, if applicable).
14. Original salvage value (RE 68, if applicable).
15. Original right of entry including exhibits A & B (if applicable).
16. Copy of donation letter (if applicable).
17. Original corporate resolutions and affidavits (if applicable).
18. Bills of Sales (if applicable).
19. RE 22-1 (blue sheet, if applicable).
20. Disclaimer (RE 56 if applicable).

21. Any other documentation that is necessary to allow a reader of the file to understand that the acquisition process has been done in a manner that is compliant with the ODOT real estate manual.

- If you have signed instruments, then the copies must have the signatures.
- If there is an administrative settlement, the instrument and contract must reflect the new amount.
- If the parcel is appropriated, the consultant is to provide their copy of the appraisal along with their copy of the RE 22.
- Make sure that your signed instruments are signed exactly as the names appear on the instrument, title, or add nka, aka and notarized. All signatures should have the typed or printed name below the signature.
- Any packages not containing the above-listed items will be returned to be corrected and the warrant will not be released until the consultant submits a compliant billing package.

[Remainder of this page intentionally blank]



## **ATTACHMENT “B”**

### **DOCUMENTS NEEDED FOR RELOCATION BILLING PACKAGES**

The following guidelines are to be used as a reference in preparing for payment. Most types of payments are covered; however, relocation billings vary due to the type of eligible benefits and the timing and manner of payments.

#### **RESIDENTIAL -MOVING COSTS**

**Fixed Schedule: Consultant to deliver all forms in compliance with Section 6402.06**

#### **6402.06 Billing Package - Fixed Payment Self Move**

Once the Move Authorization Letter has been sent, the relocation agent shall immediately prepare the billing package for move reimbursement. The complete billing package must be approved by the Relocation Reviewer prior to the RE-617 being presented to the displaced person for signature. The contents of the billing package for fixed payment self move is:

1. One copy of W-9.
2. Original Moving Claim (RE 617).
3. One copy of the Site Occupant Qualification Record (RE 610).
4. One copy of the Residential Inventory (RE 613).
5. One copy of the Move Authorization Letter.
6. One copy of Inventory Classification (RE 95).
7. One copy of the Agents Notes starting on the date of the last billing package submission to the current date (must be typed). If this is the first billing package, the notes from the pre-acquisition survey forward should be submitted.
8. One copy of miscellaneous documentation or memo to file in support of the payment, if applicable.

#### **Contract Move Section 6403.05**

#### **6403.05 Billing Package - Residential Contract Move**

Once the move invoice has been received, the Relocation Agent shall immediately prepare the billing package. The complete billing package must be approved by the Relocation Reviewer prior to the RE - 617 being presented to the displaced person for signature. The contents of the billing package for a residential contract move are:

1. One copy of W-9.
2. Original and one copy of the Claim (RE 617).
3. One copy of the Site Occupant Qualification Record (RE 610).
4. One copy of Inventory Classification (RE 95).
5. One copy of the Relocation Offer letter if not previously submitted.
6. One copy of mover's invoice and proof of payment, when applicable.
7. One copy of bids obtained by the agency or displaced person.

8. One copy of the Letter of Assignment when the payment is going to a party other than the displaced person. The assignment letter must be signed and dated by both the displaced person and the assignee. The assignee's Tax ID number or social security number must appear on the form. In addition, a W-9 must be obtained from the assignee and included in this billing package.
9. One copy of the Move Authorization Letter.
10. One copy of the Agent's Notes (must be typed).
11. One copy of miscellaneous documentation or memo to file in support of the payment, if applicable.

**A move reimbursement warrant shall not be released to the displaced person until the displaced person provides proof of payment.** Proof of payment should be the invoice marked "paid in full" and signed and dated by the mover. In absence of the invoice, a canceled check will suffice.

#### **Self-Move Section 6404.07**

##### **6404.07 Billing Package Residential Actual Cost Self Move**

The complete billing package must be approved by the Relocation Reviewer prior to the RE 617 being presented to the displaced person for signature. The contents of the billing package for a residential contract move are:

1. One copy of W-9.
2. Original and One Copy of the Claim (RE 617).
3. One copy of the Site Occupant Qualification Record (RE 610).
4. One copy of Inventory Classification (RE 95).
5. One copy of the displaced person's approved estimated statement of move costs.
6. One copy of the displaced person's actual move cost statement.
7. One copy of bids obtained by the agency (if applicable).
8. One copy of the Move Authorization Letter.
9. One copy of the Agent's Notes (must be typed).
10. One copy of miscellaneous documentation or memo to file in support of the payment, if applicable.

#### **Residential Replacement Housing Payments - Owner occupant - 180 days or more who purchases Section 6601.07**

##### **6602.07 Billing Package - Owner Occupant of 180 Days or More Who Purchases**

The complete billing package must be approved by the relocation reviewer prior to the Non Residential Claim Form (RE 617-1) being presented to the displaced person for signature. The contents of the billing package for a replacement housing payment are:

1. W-9 Form.
2. Original and one copy of the Residential Claim form (RE 617).
3. One copy of the Residential Site Occupant Relocation Record form (RE 610).
4. One copy of the Relocation Comparables and Additive Computation form (RE611).
5. One copy of the proof of purchase (closing statement signed & dated by both parties and a signed warranty deed).
6. One copy of the *Final* Increased Interest Computation (Excel printout), if applicable.
  - A. One copy of documentation to support all figures used in the computation, i.e., the note, payment stub, bank statement, etc.
  - B. One copy of the *Estimated* Increased Interest Computation (Excel print out).
7. One copy of the Computation – Incidental Expenses form (RE 611-2), if applicable.
  - A. One copy of proof of incidentals if not shown on the closing statement. Receipts must be signed and dated.
8. One copy of the Typical Home Site Computation form, if applicable (RE 612).
9. One copy of the White Sheet (RE 22).
10. One copy of the Decent, Safe and Sanitary Certification form (RE 616).
11. One copy of the Relocation Offer Letter/90 Day Notice Letter (RE O).
12. One copy of the Memo to File on a request for Last Resort Housing, if applicable.
13. One copy of the Memo to File on a request for the Use of Less than Three Comparables, if applicable.
14. One copy of the Assignment Letter when payment is made to a third party. The assignment must be signed and dated by both the displaced person and the assignee. The assignee's tax identification number should appear on this form.
15. One copy of the Appeal Letter & documentation, if applicable.
16. One copy of the Realty Specialist typed notes (RE 115) or typed equivalent.
17. One copy of miscellaneous documentation or memo to file in support of payment, if applicable.

**Owner Occupant - 90 to 180 days, or  
 Tenant Occupant - not less than 90 days who purchases –**

1. Original of replacement housing claim RE 617.
2. One copy of the site occupant qualification record RE 610.
3. One copy of the replacement housing computation RE 611.
4. One copy of the proof of purchase (properly executed closing statement and warranty deed).
5. One copy of the D.S. S. certification RE 616.
6. One copy of the assignment letter when payment is to be made to a third party. The assignment letter must be signed and dated by both the displacee and the assignee. The assignee's T.I. number should appear on this form.
7. One copy of the incidental expense computation RE 611-2.
  - A. One copy of proof of incidental expenses if not shown on the closing statement. Receipts must be signed and dated.

8. One copy of the offer/90 days notice letter RE-C
9. One copy of the counselor's notes (must be type written) RE 615.
10. One copy of last resort housing approval, if applicable.
11. One copy of appeal documentation, if applicable.
12. One copy of miscellaneous documentation or memo to file in support of payment, if applicable.

### **Owner Occupant or Tenant Occupant 90 days or more who rent Section 6602.07**

#### **6602.07 Billing Package - Owner Occupant of 180 Days or More Who Purchases**

The complete billing package must be approved by the relocation reviewer prior to the Non Residential Claim Form (RE - 617-1) being presented to the displaced person for signature. The contents of the billing package for a replacement housing payment are:

1. W-9 Form.
2. Original and one copy of the Residential Claim form (RE 617).
3. One copy of the Residential Site Occupant Relocation Record form (RE 610).
4. One copy of the Relocation Comparables and Additive Computation form (RE 611).
5. One copy of the proof of purchase (closing statement signed & dated by both parties and a signed warranty deed).
6. One copy of the *Final* Increased Interest Computation (Excel printout), if applicable
  - A. One copy of documentation to support all figures used in the computation i.e. the note, payment stub, bank statement, etc.
  - B. One copy of the *Estimated* Increased Interest Computation (Excel printout).
7. One copy of the Computation – Incidental Expenses form (RE 611-2), if applicable.
  - A. One copy of proof of incidentals if not shown on the closing statement. Receipts must be signed and dated.
8. One copy of the Typical Home Site Computation form, if applicable (RE 612).
  - A. One copy of the White Sheet (RE 22).
9. One copy of the Decent, Safe and Sanitary Certification form (RE 616).
10. One copy of the Relocation Offer Letter/90 Day Notice Letter (RE O).
11. One copy of the Memo to File on a request for Last Resort Housing, if applicable.
12. One copy of the Memo to File on a request for the Use of Less than Three Comparables, if applicable.
13. One copy of the Assignment Letter when payment is made to a third party. The assignment must be signed and dated by both the displaced person and the assignee. The assignee's tax identification number should appear on this form.
14. One copy of the Appeal Letter & documentation, if applicable.
15. One copy of the Realty Specialist typed notes (RE 615) or typed equivalent.
16. One copy of miscellaneous documentation or memo to file in support of payment, if applicable.

## **Personal Property Moves**

**Fixed Schedule:** The built-in dislocation allowance for rooms 1-3 does not apply to detached structures. Therefore, “pay rooms” to compensate for the cost of moving personal property will be equivalent to \$150 per room.

1. Original of the moving claim RE 617.
2. One copy of the site occupant qualification record RE 610.
3. One copy of the counselor’s notes (must be type written) RE 615.
4. One copy of any miscellaneous documentation or memo to file in support of payment if applicable.

## **Actual - Contract Move: (Need estimates)**

1. Original of moving claim RE 617.
2. One copy of the site occupant qualification record RE 610.
3. One copy of the certified personal property inventory RE 613.
4. One copy of the inventory classification RE 95,
5. One copy of the move specifications.
6. One copy of the qualified mover’s invoice, signed and dated, and one copy of any estimates obtained by the agency.
7. One copy of the assignment letter when payment is to be made to a third party. The assignment must be signed and dated by both the displacee and the assignee. The assignee’s Tax Identification number should appear on this form.
8. One copy of the self-move authorization/move cost offer letter.
9. One copy of the Relocation Offer Letter RE-PP.
10. One copy of the counselor’s notes (must be type written) RE 615.
11. One copy of miscellaneous documentation or memo to file in support of payment, if applicable.

## **Self-Move**

1. Original of moving claim RE 617.
2. One copy of the site occupant qualification record RE 610.
3. One copy of the certified personal property inventory RE 613.
4. One copy of inventory classification RE 95.
5. One copy of statement signed and dated by displacee indicating “actual reasonable costs” agreeable to move personal property.
6. One copy of self move authorization/move cost offer letter.
7. One copy of counselor’s notes (must be type written) RE 615.
8. One copy of miscellaneous documentation or memo to file in support of payment, if applicable.

## **COMMERCIAL, FARMS, AND NON-PROFIT ORGANIZATIONS MOVING COSTS**

**This is all included under Non-Residential Self Move and Billing Package is Section 6507.09.**

### **6507.09 Billing Package - Non Residential Self Move**

Once approved move reimbursement is established, the Relocation Agent shall immediately prepare the billing package. The complete billing package must be approved by the Relocation Reviewer prior to the RE 617-1 being presented to the displaced person for signature. The contents of the billing package for a non residential self move are:

1. One copy of W-9.
2. Original Moving Payment Claim (RE 617-1).
3. One copy of the Site Occupant Qualification Record (RE 610-1).
4. One copy of the Relocation Offer Letter.
5. One copy of Inventory Classification (RE 95).
6. One copy of the certified personal property inventory (RE 613-1 or equivalent).
7. One copy of the approved Move Specifications.
8. One copy of moving bids obtained by the agency or displaced person or one copy of Move Cost Finding.
9. One copy of the Move Authorization Letter
10. One copy of the Agents Notes (must be typed).
11. One copy of miscellaneous documentation or memo to file in support of the payment, if applicable.

### **Contract Move Section 6506.09**

#### **6506.09 Billing Package - Non Residential Contract Move**

Once the final invoice has been received, the relocation agent shall immediately prepare the billing package. The complete billing package must be approved by the relocation reviewer prior to the Non Residential Claim Form (RE 617-1) being presented to the displaced person for signature. The contents of the billing package for a non residential contract move are:

1. One copy of W-9.
2. Original Non Residential Claim (RE 617-1).
3. One copy of the Non Residential Site Occupant Qualification Record (RE 610-1).
4. One copy of the Non Residential Relocation Offer Letter.
5. One copy of Inventory Classification (RE 95).
6. One copy of the certified Personal Property Inventory (RE 613-1).
7. One copy of the Move Specifications.
8. One copy of qualified mover's invoice signed and dated; one copy of proof of payment, if applicable.
9. One copy of moving bids obtained by the agency or the displaced person.
10. One copy of the Letter of Assignment when the payment is going to a party other than the displaced business. The assignment letter must be signed and dated by both the displaced person and the assignee. The assignee's Tax ID number or social security number must

appear on the form. In addition, a W-9 must be obtained from the assignee and included in the billing package.

11. One copy of the Move Authorization Letter.
12. One copy of the agent's notes (must be typed).
13. One copy of miscellaneous documentation or memo(s) to file in support of the payment, if applicable.

#### Non-Residential Self Move and Billing Package: Section 6507.09

##### **6507.09 Billing Package - Non Residential Self Move**

Once approved move reimbursement is established, the Relocation Agent shall immediately prepare the billing package. The complete billing package must be approved by the Relocation Reviewer prior to the RE 617-1 being presented to the displaced person for signature. The contents of the billing package for a non residential self move are:

1. One copy of W-9.
2. Original Moving Payment Claim (RE 617-1).
3. One copy of the Site Occupant Qualification Record (RE 610-1).
4. One copy of the Relocation Offer Letter.
5. One copy of Inventory Classification (RE 95).
6. One copy of the certified personal property inventory (RE 613-1 or equivalent).
7. One copy of the approved Move Specifications.
8. One copy of moving bids obtained by the agency or displaced person or one copy of Move Cost Finding.
9. One copy of the Move Authorization Letter.
10. One copy of the Agent's Notes (must be typed).
11. One copy of miscellaneous documentation or memo to file in support of the payment, if applicable.

#### **This is all included under Non Residential Self Move and Billing Package is Section 6507.09**

1. Original of the moving claim RE 617-1.
2. One copy of the site occupant qualification record RE 610-1.
3. One copy of the certified personal property inventory RE 613-1.
4. One copy of the inventory classification RE 95.
5. One copy of the move specifications.
6. One copy of documentation evidencing that move estimates were not obtainable.
7. One copy of all receipts or other evidence of expense (i.e. payroll equipment, rental, etc).
8. One copy of self move authorization letter.
9. One copy of the Relocation Offer Letter.
10. One copy of the counselor's notes (must be type written) RE 615.
11. One copy of miscellaneous documentation or memo to file in support of payment, if applicable.

## **Fixed Payment for Moving Expenses-Non Residential.**

### **6509.09 Billing Package - Non Residential Fixed Payment**

Once approved move reimbursement is established, the Relocation Agent shall immediately prepare the billing package. The complete billing package must be approved by the Relocation Reviewer prior to the RE 617-1 being presented to the displaced person for signature. The contents of the billing package for a non residential fixed payment are:

1. One copy of W-9.
2. Original Moving Payment Claim (RE 617-1).
3. One copy of the Site Occupant Qualification Record (RE 610-1).
4. One copy of the Relocation Offer Letter.
5. One copy of Inventory Classification (RE 95).
6. One copy of the certified personal property inventory (RE 613-1 or equivalent).
7. One copy of the displaced business proof of two years net income (tax returns).
8. One copy of moving bids obtained by the agency or displaced person or one copy of Move Cost Finding
9. One copy of the Move Authorization Letter.
10. One copy of the Agent's Notes (must be typed).
11. One copy of miscellaneous documentation or memo to file in support of the payment, if applicable.

### **Direct Loss of Tangible Personal Property**

1. Original of the moving claim RE 617-1.
2. One copy of the site occupant qualification record RE 610-1.
3. One copy of the computation for actual direct loss of personal property RE 618-1.
4. One copy of certified, personal property inventory with items claimed under direct loss identified separately RE 613-1.
5. One copy of the inventory classification RE 95.
6. One copy of the counselor's notes (must be type written) RE 615.
7. One copy of miscellaneous documentation or memo to file in support of payment, if applicable.

### **Search Expenses**

1. Original of the moving claim RE 617-1.
2. One copy of the site occupant qualification record RE 610-1.
3. Original statement of expenses in searching for replacement RE 618.
4. One copy of the search authorization letter.
5. One copy of the counselor's notes (must be type written) RE 615.
6. One copy of miscellaneous documentation or memo to file, in support of payment, if applicable.



**Storage Expenses**

1. Original of the moving claim RE 617-1.
2. One copy of valid invoice presenting the costs for storage of properly inventoried items. Invoice must be signed and dated.
3. One copy of the certified personal property inventory RE 617-1/RE 617.
4. One copy of signed, dated storage authorization letter.
5. One copy of the counselor's notes (must be type written) RE 615.
6. One copy of miscellaneous documentation or memo to file in support of payment, if applicable.

**Agreement for Bidder's Services\**

1. Original of the signed and dated invoice from the bidder.
2. Original Agreement for Bidder's Service RE 614.
3. Original signed and dated estimate.
4. One copy of the certified personal property inventory RE 613-1.

## ATTACHMENT “C”

## Appraisal Scope Exhibit “C”

CRS

---

FPN#

| PID# | State Job# |
|------|------------|
|------|------------|

State Job#

[illegible]

**RIGHT OF WAY SERVICES SCOPE  
TASK DIVISION SHEET \_\_\_ OF \_\_\_  
(Revised 08/29/14)**

**Project:**

**PID:**

**Date**

**Contract No.**

**Comments:**

- 1) This Task Division Sheet is to be used with "The Office of Real Estate Scope Definitions for Right of Way Services" (Rev. 8/29/14)
- 2) This task division sheet serves for clarification of responsibilities. It does not necessarily indicate separate pay items.
- 3) Consultant shall be authorized to perform needed tasks on a job specific basis.

|      |                                                                                                         | <u>ODOT</u> | <u>Consultant</u> | <u>N/A</u> | <u>Comment</u>          |
|------|---------------------------------------------------------------------------------------------------------|-------------|-------------------|------------|-------------------------|
| 1.   | Project Management                                                                                      | X           | X                 |            |                         |
| 2.   | Project Manager                                                                                         | X           | X                 |            | Consultant & ODOT names |
| 3.   | Pre-Qualification                                                                                       | X           | X                 |            | See below               |
| 4.   | Project Mobilization Meeting                                                                            | X           | X                 |            |                         |
| 5.   | Project Time Line and Work plan                                                                         |             |                   |            |                         |
| 6.   | Intentionally Blank                                                                                     |             |                   |            |                         |
| 7.   | Intentionally Blank                                                                                     |             |                   |            |                         |
| 8.   | Plan Review                                                                                             | X           | X                 |            |                         |
| 9.   | Compilation of Form RE 95                                                                               |             |                   |            |                         |
| 10.  | Pre-Acquisition Survey                                                                                  |             |                   |            |                         |
| 11.  | Pre-Acquisition Report                                                                                  |             |                   |            |                         |
| 12.  | Right of Way Cost Estimate                                                                              |             |                   |            |                         |
| 13.  | Preparation of Legal Instruments                                                                        |             |                   |            |                         |
| 14.  | Title Work                                                                                              |             |                   |            |                         |
| 14a. | Abbreviated Title                                                                                       |             |                   |            |                         |
| 14b. | Full Title                                                                                              |             |                   |            |                         |
| 14c. | Title Update                                                                                            |             |                   |            |                         |
| 14d. | Title Updates for Appropriation                                                                         |             |                   |            |                         |
| 15.  | Appraisal                                                                                               |             |                   |            |                         |
| 15a. | Appraisal Upgrade                                                                                       |             |                   |            |                         |
| 15b. | Appropriation Appraisal Work                                                                            |             | X                 |            |                         |
| 16.  | Appraisal Review (same firm <b>cannot</b> be scoped for appraisal and appraisal review on same project) |             |                   |            |                         |

**RIGHT OF WAY SERVICES SCOPE**  
**TASK DIVISION SHEET \_\_\_ OF \_\_\_**  
**(Revised 08/29/14)**

**Project:**

**PID:**

**Date**

**Contract No.**

**Comments:**

- 1) This Task Division Sheet is to be used with "The Office of Real Estate Scope Definitions for Right of Way Services" (Rev. 8/29/14)
- 2) This task division sheet serves for clarification of responsibilities. It does not necessarily indicate separate pay items.
- 3) Consultant shall be authorized to perform needed tasks on a job specific basis.

|      |                                        | <u>ODOT</u> | <u>Consultant</u> | <u>N/A</u> | <u>Comment</u>                               |
|------|----------------------------------------|-------------|-------------------|------------|----------------------------------------------|
| 17.  | Acquisition (Negotiations)             |             |                   |            |                                              |
| 17a. | W-9 and Vendor Information Form        |             |                   |            |                                              |
| 17b. | Salvage Value & Removal Agreement      |             |                   |            |                                              |
| 17c. | Mortgage Release                       |             |                   |            | Separate pay item if necessary \$350/release |
| 18.  | Relocation Assistance                  |             |                   |            |                                              |
| 19.  | Relocation Reviews                     |             |                   |            |                                              |
| 20.  | Relocation Appeals                     |             |                   |            |                                              |
| 21.  | Asbestos Collection & Testing          |             |                   |            | Remediation Is Not Part Of This Contract     |
| 22.  | Preparation of Individual Parcel Files |             |                   |            |                                              |
| 23.  | Administrative Settlement              |             |                   |            | Consultant up to \$1,000/parcel w/support.   |
| 24.  | Appropriation Coordination             |             |                   |            |                                              |
| 25.  | Billing Packages                       |             |                   |            |                                              |
| 26.  | Closing                                |             |                   |            |                                              |
| 26a. | Closing for Structure Parcels          |             |                   |            |                                              |
| 27.  | Property Management                    |             |                   |            |                                              |
| 28.  | Project Status Reports                 |             |                   |            | As requested during project scoping.         |
| 29.  | Project Certification                  |             |                   |            |                                              |
| 30.  | Final File Disposition                 |             |                   |            |                                              |
| 31.  | Consultant Evaluation                  | X           | X                 |            | Meeting to occur if requested                |
| 32.  | Intentionally left blank               |             |                   |            |                                              |
| 33.  | Quality Assurance Reviews              |             |                   |            |                                              |
| 34.  | Project Meetings                       |             |                   |            |                                              |

**RIGHT OF WAY SERVICES SCOPE  
TASK DIVISION SHEET \_\_\_\_ OF \_\_\_\_  
(Revised 08/29/14)**

**Project:**

**PID:**

**Date**

**Contract No.**

**Comments:**

- 1) This Task Division Sheet is to be used with "The Office of Real Estate Scope Definitions for Right of Way Services" (Rev. 8/29/14)
- 2) This task division sheet serves for clarification of responsibilities. It does not necessarily indicate separate pay items.
- 3) Consultant shall be authorized to perform needed tasks on a job specific basis.

|     |                           | <u>ODOT</u> | <u>Consultant</u> | <u>N/A</u> | <u>Comment</u>                   |
|-----|---------------------------|-------------|-------------------|------------|----------------------------------|
| 35. | Compliance Review         |             |                   |            |                                  |
| 36. | Compensation For Services |             |                   |            |                                  |
| 37. | Negotiation Trainee       |             |                   |            | Billable up to 6hrs. at \$50/hr. |
|     |                           |             |                   |            |                                  |
|     |                           |             |                   |            |                                  |
|     |                           |             |                   |            |                                  |
|     |                           |             |                   |            |                                  |

TaskDivisionSheet.Programmatic.08 29 14.doc

**EMERGENCY RESOLUTION NO. 59-2020**

A RESOLUTION ACCEPTING THE PROPOSAL AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND GLOBAL BUSINESS SOLUTIONS, INC. FOR THE FIBER OPTIC NETWORK INSTALLATION TO THE POLICE FACILITY AT 601 SOUTH MAIN STREET AND DECLARING AN EMERGENCY.

WHEREAS, request for proposals was advertised for a dedicated fiber optic installation for the extension of City network infrastructure to the new police facility.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The proposal submitted by Global Business Solutions, Inc. for the fiber optic network installation to the new police facility located at 601 South Main Street is hereby accepted.

SECTION 2: The City Manager is hereby authorized to enter into an agreement by and between the City of Monroe and Global Business Solutions, Inc. pursuant to the terms and conditions set forth on Exhibit "A" attached hereto and made a part hereof.

SECTION 3: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to accept said proposal at the earliest possible date and prior to its expiration date. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED:\_\_\_\_\_

ATTEST:

APPROVED:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

---

Global Business Solutions, Inc.



DESIGN & CONSULTING  
SOLUTIONS



IT  
SOLUTIONS



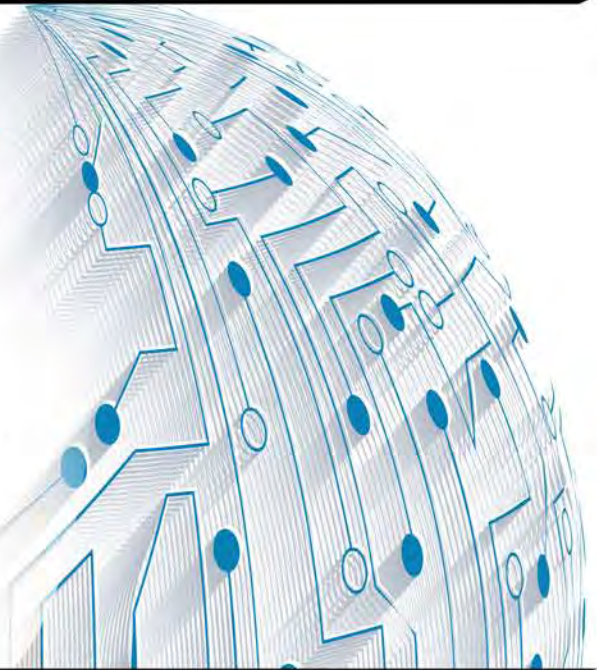
TELEPHONY  
SOLUTIONS



AUDIO/VIDEO  
SOLUTIONS



CABLING  
SOLUTIONS



We have prepared a quote for you

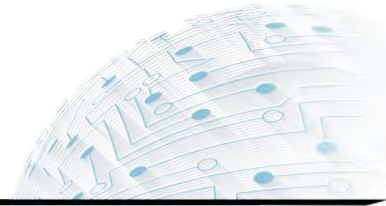
City of Monroe - Fiber Optic Network Installation Bid

Quote # 028308  
Version 1

Prepared for:

City of Monroe

William Brock  
Brockb@monroeohio.org



## Fiber Optic Network Installation Bid

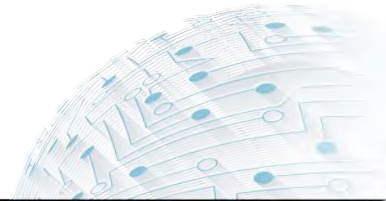
| Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Price       | Qty | Ext. Price  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----|-------------|
| Cabling materials                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$43,342.00 | 1   | \$43,342.00 |
| <b>Statement of Work</b> <ul style="list-style-type: none"> <li>• Directional bore (1) one 2" underground conduit between 223 Main St and 601 Main St buildings.</li> <li>• Include (5) five handholes set to flush w/ ground level (1 to be located in front of city park).</li> <li>• Install (2) two wall mount fusion splice enclosures (1 per bldg). Include 6 splice trays per enclosure.</li> <li>• Install J-Hooks where necessary to create cable pathways within both buildings from cable entry point to IT rooms.</li> <li>• Install (1) one 72-strand single-mode Armor MIC plenum cable from new 223 Bldg entry point to 223 Bldg IT room.</li> <li>• Install (1) one 72-strand single-mode Armor MIC plenum cable from new 601 Bldg entry point to 601 Bldg IT room.</li> <li>• Install (1) one 72-strand single-mode all dielectric OSP cable between buildings. <ul style="list-style-type: none"> <li>• a. Include 50ft service loop at each handhole in preparation for future splicing.</li> </ul> </li> <li>• Install (144) one hundred forty-four LC-Type splice-on connectors.</li> <li>• Provide soil and lawn restoration of all disturbed areas.</li> <li>• Label both ends of all cables with machine printed labels.</li> <li>• Test all strands to current EIA/TIA and BICSI standards and provide electronic test results upon completion.</li> </ul> |             |     |             |
| Cabling services labor to install                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$14,220.00 | 1   | \$14,220.00 |

**Subtotal:** \$57,562.00

## General Notes

| Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Qty |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| <ul style="list-style-type: none"> <li>• 2hr Emergency Service Call Rate - \$202.50 (2 man team)</li> <li>• 4hr Emergency Service Call Rate - \$175.00 (2 man team)</li> <li>• Estimated splicing cost for 72-strand backbone in event of damage (subject to type of damage) - \$2,300.00</li> <li>a. Estimated time to repair fully - 8hrs</li> <li>b. Estimated time to repair 1st 6-strands - 4hrs</li> <li>• *GBS is not responsible for private utilities to be located.</li> <li>• *GBS will meet with City of Monroe personnel upon project approval to determine exact Right of Way measurements.</li> <li>• *GBS will meet with City of Monroe personnel upon project approval to determine exact permit requirements.</li> <li>• *Permit costing has not been included at this time.</li> </ul> |     |





## City of Monroe - Fiber Optic Network Installation Bid



### Prepared by:

Global Business Solutions, Inc.  
AJ Rodriguez  
859-491-5900  
Fax 859-491-5985  
aj@gb-s-inc.com

### Prepared for:

City of Monroe  
233 South Main Street  
P. O. Box 330  
Monroe, OH 45050-0330  
William Brock  
(573) 539-7374  
Brockb@monroeohio.org

### Quote Information:

Quote #: 028308  
Version: 1  
Delivery Date: 08/18/2020  
Expiration Date: 09/02/2020

## Quote Summary

| Description                          | Amount      |
|--------------------------------------|-------------|
| Fiber Optic Network Installation Bid | \$57,562.00 |

Subtotal: \$57,562.00

Tax: \$3,741.53

Total: \$61,303.53

Price valid for 15 days,  
Licensing not refundable,  
50% due upon acceptance,  
50% due upon completion

Global Business Solutions, Inc.

City of Monroe

Signature: \_\_\_\_\_

Name: AJ Rodriguez

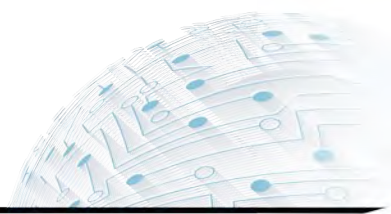
Title: Purchasing Manager

Date: 08/18/2020

Signature: \_\_\_\_\_

Name: William Brock

Date: \_\_\_\_\_



## Terms and Conditions

### 1. Acceptance

Buyer accepts these terms and conditions of sale by any of the following, whichever occurs first: (a) Buyer makes an offer to purchase a product or service from GBS; (b) Buyer provides a written acknowledgement of these terms and conditions; (c) Buyer accepts any shipment or delivery of any item or parts of it specified as an order. GBS enforces these terms of sale in their entirety without addition, modification or exception, and any term, condition or proposal hereafter submitted by Buyer (whether oral or in writing) that is different from or in addition to the terms and conditions stated herein is objected to and is rejected by GBS. GBS's silence or failure to respond to any such subsequent or different term, condition or proposal shall not be deemed to be GBS's acceptance or approval thereof.

### 2. Price and Payment

Buyer shall bear all applicable federal, state, municipal and other government taxes (such as sales, use and similar taxes), as well as license fees and similar charges, however designated or levied on the sale of the products (or the delivery thereof). Exemption certificates must be presented prior to shipment in order to be honored. GBS may require reasonable advance assurances of payment through irrevocable bank letters of credit or otherwise when deemed necessary. Buyer's failure to make timely payment may result in proceedings for collection, revocation of credit, stoppage of shipment, delay or cessation of future deliveries and/or services, repossession of unpaid delivered goods and termination of any one or more sales agreements. GBS shall have no continuing obligation to deliver products on credit. Furthermore, GBS maintains a right to withdraw any credit approval at any time and without prior notice to the Buyer. GBS retains a security interest in the products in order to guarantee payment in full, and the Buyer agrees to comply with all sales agreements and to execute any additional documents necessary to perfect such security interest. In the event where GBS is forced to hand the sales invoice to an attorney for collection, with or without litigation, or for the purpose of enforcing GBS's security interest in the products, the Buyer agrees to pay any and all costs associated with such placement, including without limitations, attorney's fees and costs incurred prior to, during, or subsequent to trial, and collection, bankruptcy or other creditor's rights proceedings.

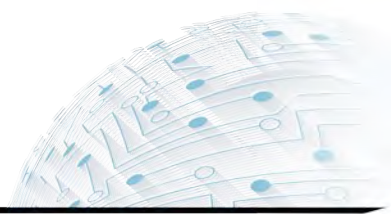
### 3. Delivery

Unless otherwise agreed upon in writing, delivery of products shall be made in accordance with GBS's shipping policy in effect on the date of shipment. For all domestic transactions, unless otherwise stated on the front of the invoice, title to and all risk of loss or damage with respect to the products shall pass to Buyer upon delivery of the product by GBS to the carrier or Buyer's representative. Buyer shall promptly notify GBS, no later than five days after delivery, of any claimed shortages or rejection of the delivered products. Such notice shall be in writing and shall be reasonably detailed, stating the grounds for any such rejection. Failure to give any such notice within the specified time shall be deemed as a full acceptance of the delivery. GBS shall not be liable for any shipment delays beyond the reasonable control of GBS which affect GBS or any of its suppliers, including, but not limited to, delays caused by unavailability or shortages of products from GBS's suppliers; natural disasters, acts of war, acts or omissions of Buyer; fire, strike, riot, or governmental interference; unavailability or shortage of materials, labor, fuel or power through normal commercial channels at customary and reasonable rates; failure or destruction of plant or equipment arising from any cause whatsoever; or transport failure.

### 4. Product Returns

GBS makes no guarantees or warranties of any kind with respect to the products, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose. GBS will not be liable for any damage, loss, cost or expense for breach of warranty. The right to return defective products shall constitute GBS's sole liability and Buyer's exclusive solution in connection with any claim of any kind relating to the quality, condition or performance of any product, whether such claim is based upon principles of contract, warranty, negligence, breach of any statutory duty, principles of indemnity or contribution or otherwise. In the event GBS issues a return authorization to Buyer allowing Buyer to return product to GBS, Buyer will deliver the product to GBS's address in the United States, if so required by GBS, and Buyer shall bear all applicable federal, state, municipal and other government taxes, as well as license fees and similar charges, however designated or levied on any replacement product to be shipped by GBS to Buyer. Any Special Order items or customized products are not returnable to GBS. No Software or Software Licenses can be returned to GBS after purchase.

### 5. Limitation of Liability



## ▶ Terms and Conditions

GBS SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SALES AGREEMENT. GBS TAKES NO RESPONSIBILITY FOR LOST PROFITS, LOSS OF USE, LOST DATA OR FOR ANY DAMAGES OR SUMS PAID BY BUYER TO THIRD PARTIES, EVEN IF GBS HAS BEEN ADVISED OF POSSIBILITY OF SUCH DAMAGES. THE LIMITATION OF LIABILITY SHALL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE.

### 6. Resale

Buyer shall comply with applicable laws, codes and regulations of licensing/control of, or prohibition against, shipment of products (including both export and re-exports) to other countries and/or entities.

### 7. General

These terms and conditions are the final, complete and exclusive for all sales by GBS to Buyer and shall supersede all prior offers, negotiations, understandings and agreements. Unless Buyer and GBS have executed a master contract which specifically replaces the terms and conditions of this agreement, no prior or contemporaneous agreement or understanding, whether written or oral, shall contradict, modify, or supplement the terms and conditions contained in this document. No additional or different terms of conditions, whether material or immaterial, shall be added to any sales agreement without an authorization of GBS high officer. Any waiver by GBS of one or more of these terms and conditions shall not constitute a waiver of the remaining terms and conditions hereunder. Any provision of these terms and conditions that is prohibited or unenforceable under the laws of the Commonwealth of Kentucky shall be ineffective to the extent of such prohibition without impairing or invalidating the remaining provisions of these terms and conditions. All sales agreements shall be governed by the laws of the Commonwealth of Kentucky hereunder. Any provision of these terms and conditions that is prohibited or unenforceable under the laws of the Commonwealth of Kentucky shall be ineffective to the extent of such prohibition without impairing or invalidating the remaining provisions of these terms and conditions. All sales agreements shall be governed by the laws of the Commonwealth of Kentucky.

## ▶ Client Responsibilities Statement

### Client Responsibilities

All owner furnished equipment must be provided in good working order.

No furniture, tables, cabinets, or customizations to existing furniture are included unless otherwise noted.

Touch panel designs and programming functionality will be reviewed prior to implementation. AV programming services is subject to final review of desired functionality, panel design, and integration features desired. Changes or additions to functionality or design requirements may result in additional costs.

Configuration services for external services such as calendaring systems/exchange for room scheduling integration are by other unless otherwise noted.

All required 120 VAC/electrical by others unless otherwise noted.

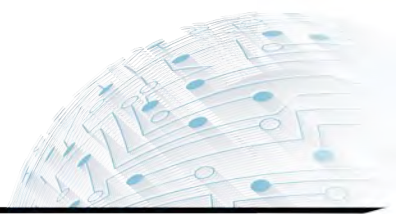
All required network/low voltage cabling by others unless otherwise noted.

Wiring and cabling to be reused must be in serviceable condition and free of damages, shorts, and other defects.

Owner furnished network/LAN endpoint jacks must be accurately labeled and readily identifiable at the jack/wall plate location and equipment room.

Clear pathways must be provided for all cabling as required. All EMT/conduit is by others unless otherwise noted.

All architectural repairs necessary including patching of drywall, repairs to acoustic/drop ceilings, and carpet or tile repair are by others unless otherwise noted.



## Client Responsibilities Statement

Areas free of obstruction must be provided for all display, screen, and/or projector mounting locations. Additional blocking, points, or other structural work may be required and are not included unless otherwise noted.

Client must provide network/LAN and internet access for GBS technicians during the installation for configuration of system controllers/equipment as necessary.

LAN configuration services are not included unless otherwise noted. LAN readiness and configuration requirements will be provided prior to the installation of any equipment. Client's IT networking support or internal support staff must be on-site or readily available during installation.

All network/LAN connections must be fully tested and configured prior to equipment installation. Delays caused due to network not ready or improper configuration are subject to additional cost.

For areas where equipment and electronics will be installed, they must be dust free with all wall, ceiling, and floor finishes complete prior to electronics installation.

Locations where equipment will be installed or stored must be secure. All equipment delivered to the site will become the property of the owner immediately upon delivery.

Installation areas and related equipment rooms must be unlocked and accessible at the time of installation or keys/access cards provided as needed. Failure to provide timely access to onsite technicians may result in project delays and/or additional costs.

Reasonable secure accommodations must be provided for storage/staging of materials during installation as necessary.

Reasonable parking and or loading dock access must be provided as necessary.

Installation areas and related equipment rooms must be unlocked and accessible at the time of installation. Failure to provide timely access may result in project delays and/or additional costs.

Unless otherwise stated all work to be performed during regular business hours. Work requested to be performed after business hours, on weekends, or holidays may incur additional costs.

No door hardware, cabling, or customizations are included unless otherwise noted.

Compatibility of owner furnished/existing door hardware may vary. Additional hardware may be required depending on specific door configurations and designs and is not included unless specified. Hardware allowances are estimated and may vary.

Compatibility of existing wiring may vary. System requires minimum 4 conductor cabling for basic card reader functionality, 6 conductors is preferred. Cabling is not included unless specified.

Lift if required will be provided by the client unless otherwise specified. Client provided lifts will be located in area where work is to be performed or within 15 minute driving distance at scheduled time of work. Battery operation on lift to be fully charged with the battery capable of maintaining a charge for typical time period commensurate with lift type. All lift functions will be in proper working order. GBS is not responsible for any malfunction or repair required due to usage.