



**Monroe Council Agenda
Regular Meeting of Council
May 9, 2023 – 6:30 PM
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

Roll Call

Approval of the Minutes

Council Minutes of April 25, 2023

Visitors

David Bond, President of the Monroe Lions Club - Request for Alcohol at Monroe Community Park

Ceremonial Swearing in of Andrew Caron, Tyler Todhunter, and Ashton Conte as Firefighter/Paramedic/EMT and Matthew Schumann as Assistant Fire Chief.

Committee Reports

Public Works Committee

Finance Committee

Administrative Liaison Committee

Technology Committee

Public Involvement Committee

Public Safety Committee

Old Business

Ordinance No. 2023-11. An Ordinance directing the Clerk of Council to cause each ordinance and resolution adopted to be published on the City website and at the City Building for a period of no less than 15 days. (Second Reading)

New Business

Resolution No. 33-2023. A Resolution approving a Then & Now Certificate in the amount of \$4,603.99 to Ken Herbert Plumbing, LLC.

Strategic Priority: Good Governance

Background: An emergency situation occurred when the water heater went out at Station 61, causing the service to be completed before a Purchase Order was able to be opened. On a later date, Station 61 had bathroom systems backing up, causing another emergency situation where the work needed to be completed before a Purchase Order opened.



Resolution No. 34-2023. A Resolution approving a Then & Now Certificate in the amount of \$4,650.00 to Vision Steel Products.

Strategic Priority: Good Governance

Background: We had anticipated paying with a purchasing card and were informed that they do not take credit card payments after the work was completed.

Resolution No. 35-2023. A Resolution to authorize the City Manager to enter into a Collective Bargaining Agreement by and between the City of Monroe and the Ohio Patrolmen's Benevolent Association for the Patrol Officers.

Strategic Priority: Good Governance

Background: Staff and the OBPA Patrol representatives agreed to approach negotiations for this contract in the same mediation style manner that we did with the IAFF last year. The main goal of new contract was to ensure that our total compensation for officers is competitive with surrounding jurisdictions. We also did quite a bit of cleanup of outdated language to be consistent with Federal law, the ORC and City personnel policies. Staff is happy to report that the process was very successful again with an agreement reached at the table after only 2 half-day sessions, which is a substantial savings to the City in both staff time and attorney fees. The proposed contract is within the budget parameters set by Council and there have been no changes since the last executive session review. The duration of the contract remains at 3 years and includes base wage increases of 7%, 3.5% and 3.5% in each respective year. Base pay for new hires with OPOTA certification is also differentiated from those without, attending the academy. Both parties' labor counsel reviewed the contract and the union membership voted on 4/19/23 to accept the contract.

Administrative Reports

Director of Development Tom Smith - Presentation on National Inspection Corporation Contract Renewal.

Executive Session - reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment and the purchase of property for public purposes.

Adjournment



**Monroe Council Minutes
Regular Meeting of Council
April 25, 2023 – 6:30 p.m.
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

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

Roll Call

Council members present: Marc Bellapianta, Jason Frentzel, Keith Funk, Michael Graves, Christina McElfresh, and Ben Wagner.

Mrs. McElfresh moved to excuse Dr. Clark; seconded by Mr. Wagner. Voice vote. Motion carried.

Approval of the Minutes

Mrs. McElfresh moved to approve the Council Minutes of April 11, 2023; seconded by Mr. Frentzel. Voice vote. Motion carried.

Visitors

Nancy Nix, Butler County Auditor, introduced herself to City Council. She advised they are the assessors for the property valuations, weights and measures, consumer services, and a variety of services that touches just about everyone in Butler County. We are experiencing higher housing prices and we are going to have a meeting with the legislators on Monday as she feels that we need to leave the values alone. Ms. Nix encouraged everyone to contact her or her office with any questions.

Committee Reports

None.

Old Business

Ordinance No. 2023-09. An Ordinance amending Sections 236.02 and 236.025 of Chapter 236 of the Codified Ordinances to change the title of Assistant Finance Director to the existing title of Finance Administrator. (Second Reading)

The Clerk of Council read Ordinance No. 2023-09 by title only.

Mrs. McElfresh moved to adopt Ordinance No. 2023-09; seconded by Mr. Wagner. Roll call vote: six ayes. Motion carried.



New Business

Ordinance No. 2023-10. An Ordinance amending and supplementing Ordinance No. 2023-07, 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, 2023.

Mr. Brock reported there three additions to the appropriations. 1) funding for sending new hires to paramedic school; 2) the engineering cost to add drainage tile in the concrete approaches at Fire Station 61; and 3) to pay for the pavement of the rear parking lot at the Police Station.

The Clerk of Council read Ordinance No. 2023-10 by title only.

Mrs. McElfresh moved to adopt Ordinance No. 2023-10; seconded by Mr. Graves. Roll call vote: six ayes. Motion carried.

Ordinance No. 2023-11. An Ordinance directing the Clerk of Council to cause each ordinance and resolution adopted to be published on the City website and at the City Building for a period of no less than 15 days.

The Clerk of Council read Ordinance No. 2023-11 by title only.

Mayor Funk advised Ordinance No. 2023-11 will appear on Council's next agenda for a second reading.

Resolution No. 31-2023. A Resolution adopting an Economic Development Strategic Plan as recommended by the Monroe Area Community Improvement Corporation.

Referring to the presentation at the last Council meeting, Mr. Brock requested that Council adopt Resolution No. 31-2023.

The Clerk of Council read Resolution No. 31-2023 by title only.

Mrs. McElfresh moved to adopt Resolution No. 31-2023; seconded by Mr. Frentzel. Roll call vote: six ayes. Motion carried.

Resolution No. 32-2023. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and Jones-Warner Consultants, Inc. for professional engineering services for the replacement of concrete approaches at the Fire Station located at 3 South Main Street.

Mr. Brock stated this is related to the engineering services to the replacement of the drive approaches at the Fire Station located at 3 South Main Street.

The Clerk of Council read Resolution No. 32-2023 by title only.



Mrs. McElfresh moved to adopt Resolution No. 32-2023; seconded by Mr. Bellapianta. Roll call vote: six ayes. Motion carried.

Consideration of Motion to authorize the expenditure of \$39,330.00 to webCemeteries for software for the Department of Public Works.

Mr. Morton reported this new software will replace the outdated software currently in use and it will allow for more interaction online. People will be able to go online to look up the different burial plots. This company will enter everything into the new software including records that are not digital, but kept in old books. There is an annual fee of \$4,416.00. Mr. Morton added that in the event the City terminates the agreement the City's information will remain the property of the City and will be retrievable in a manner that we could download into new software.

Mrs. McElfresh moved to authorize the expenditure of \$39,330.00 to webCemeteries for software for the Department of Public Works; seconded by Mr. Wagner. Voice vote. Motion carried.

Consideration of Motion authorizing the expenditure of \$31,840.00 to Oakley Blacktop, Inc. for paving of the rear parking lot of the Police Station.

Mr. Brock noted this was added to the appropriations. In response to Mr. Frentzel's inquiry, Mr. Brock explained this was not completed during the initial renovations as it looked okay at the time and there were so many other things going on.

Mrs. McElfresh moved to authorize the expenditure of \$31,840.00 to Oakley Blacktop, Inc. for paving of the rear parking lot of the Police Station; seconded by Mr. Frentzel. Voice vote. Motion carried.

Consideration of Motion appointing Jake Burton to the Energy Special Improvement District.

Mr. Brock advised there has been a vacancy on this Board for some time and staff is recommending the appointment of Mr. Burton.

Mrs. McElfresh moved to appoint Jake Burton to the Energy Special Improvement District; seconded by Mr. Graves. Voice vote. Motion carried.

Consideration of Motion to adopt the amended Rules of Council as presented.

Mrs. McElfresh moved to adopt the amended Rules of Council as presented; seconded by Mr. Wagner. Voice vote. Motion carried.

Mayor Funk asked if everyone has had an opportunity to review the application to fill the vacancy on the Historic District Preservation Commission. Council members indicated they have and had no objection to the appointment.



Mrs. McElfresh moved to appoint Candice Smith for a two-year term to the Historic Preservation Commission; seconded by Mr. Frentzel. Voice vote. Motion carried.

Administrative Reports

Mr. Brock informed Council that the May 2, 2023, special meeting of Council is cancelled. The presenter took another engagement with another client on that evening. We will look to find the best way to get the information to Council.

Mr. Brock updated Council on a concern received about the stop signs at Ridgeview and Gallaher and the engineers will perform a small traffic study for this area. He advised that since December 10, 2022, there have been 36 directed patrols in that area, 13 warnings, and 7 citations.

Mrs. McElfresh stated she received a complaint from a resident on Todhunter Road and asked Mr. Brock if staff could discuss this concern with the business owner and/or the City of Middletown. Mr. Brock advised they will have additional discussions with the City of Middletown and have sent several letters to the businesses.

Mr. Frentzel asked Mr. Morton if he had any update on the water main replacement on East Avenue and correcting the pavement. Mr. Morton replied they reached out again today to the contractor and were told two to three weeks ago the repairs would be made by the end of April. He noted that we still hold the retainage on that contract.

Mr. Bellapianta referred to taking a tour at Shaker Run and Mr. Brock replied that if it is still an interest of Council attempts can be made again to try to schedule that.

Mr. Bellapianta asked for an update on the replacement of the street lights on Main Street and what will happen with the light poles that will be replaced at the City Building. Mr. Morton reported that he is in final review with the plans and he will retain the light poles that will be removed from the City property in the event a replacement is needed in the parking lot of the City Building.

Mrs. McElfresh referred to the sign that says “No Through Trucks” on Todhunter and asked if it could be replaced to say “No Trucks.” Mr. Brock will report back to Council on the different meanings of these signs as the initial direction of Council was to keep that sign.

Mrs. McElfresh moved to adjourn into executive session to consider the purchase of property for public purposes; seconded by Mr. Bellapianta. Roll call vote: six ayes. Motion carried.

Council adjourned into executive session at 7:10 p.m.

Mrs. McElfresh moved to reconvene into regular session; seconded by Mr. Frentzel. Voice vote. Motion carried.

Council reconvened into regular session at 7:27 p.m.



Adjournment

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

The regular Council meeting adjourned at 7:27 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council



City of Monroe Initial Event Application

This form should be used to submit an initial request to conduct an event within the City of Monroe. Please fill out all applicable fields to the best of your knowledge.

Name of Event Organizer **Monroe Lions Club**

First Name David

Last Name Bonds

Organization Name **Monroe Lions Club**

Address PO Box 220

City Monroe

State Ohio

Zip Code 45050

Phone 513-594-4563

Email monroelions@yahoo.com

What is the name of the Event? **Light Up The Sky**

Event Type (Select All that Apply) Athletic Event Concert Cultural

 Educational X Entertainment Environmental Fundraiser Parade

Other (If other, please describe event type)

What is the purpose of the event? **4th of July Lions Club Event, Fundraising Festival**

Please provide a detailed description of the event, including all elements you wish to have at the event.

Light Up The Sky is an annual 4th of July festival. This year the event will include the following:

-Food Vendors

-Beer Tent

-Craft Vendors

-Live Music

-Kids Games

-Dodgeball Tournament by Monroe Sports Association (Baseball)

The requested days include both set up and teardown, but the actual event is held on July 4th.

Please indicate which elements you anticipate including at the event. (Check All That Apply)

X Closure of public roadways, alleys or parking lots

X Erecting temporary structures such as booths, tents, inflatable apparatus', bounce house or stages

X Providing musical or other entertainment

Having animals or petting zoo

X Using facility electric or generator for power sources

X Offering for sale of food and/or drink

None of the above

Is the event open to the public? X Yes No

Desired Event Location

Community Park

Is this a one-day or multi-day event? One-Day Event X Multi-Day Event

If multi-day event, list number of days 7 days total (set-up, event, tear down)

If your preferred date is not available, please list potential alternate dates

Anticipated Attendance Less than 20 20-50 50-75 75 - 100 X 100+

Application Submission Process

Submitting this Special Event Application ***is not*** a confirmation to conduct our planned event. Further details regarding the specifics of the event will be required prior to approval of the event. The event organizer will be contacted by the City of Monroe after reviewing the initial application. Please do not send out event notices, publicity flyers, etc. prior to receiving approval.

Upon submission, you will receive a confirmation email indicating your event application has been received. If you do not receive this email please contact us at 513-727-8953.

Signature. By signing below you are agreeing to abide by the rules and regulations of the City of Monroe including, but not limited to the conditions established by the Park and Recreation Board, the City Manager or designee, and/or the Council of the City of Monroe.

☒ 
Signature

☒ 9-14-23
Date

Park Facilities Regulations

Parks shall mean real property, or portion thereof, owned by the City of Monroe used and open to the public for pleasure, exercise, kept in its natural state to protect plants and animals, recreation, events, and sports. Parks shall not include the log cabin and the area around the log cabin, owned by the Monroe Historical Society, located in the Monroe Community Park.

No alcoholic beverages shall be permitted in any park except for certain events as approved by Council. No gambling shall be permitted in any park. No motor vehicles (cars, motorcycles, mini-bikes, trail bikes or ATV vehicles) shall be permitted off the designated roadway and parking areas except during certain events with the recommendation of the Park and Recreation Board and approval of the City Manager. If approval is received, no vehicle will be driven over 10 MPH. No bicycles shall be permitted on the infields of any of the ball diamonds. No profane or abusive language shall be permitted. No disorderly conduct shall be allowed.

The parks may be made available to various groups subject to these rules and regulations and subject to any other special rules established by the Park and Recreation Board. The use of the parks is a privilege, and may be withdrawn if any group fails to meet the standards set forth herein. Any group may be denied use of the parks if the City Manager deems it in the best interest of the City to do so. Official municipal-related activities and meetings shall have first call on all parks. With the exception of official municipal-related activities and meetings, the following shall be used by the Park and Recreation Board and the City Manager to establish priorities for scheduling 1) first priority shall be granted to local sports groups recognized and designated by the Park and Recreation Board. The schedules shall be approved by the Park and Recreation Board following submittal of a written request. These requests shall include a financial statement showing the group's prior year operation; 2) second priority shall be to any resident groups. Resident groups shall be defined as those groups membership is open to Monroe residents and whose members reside within the municipality or, in the case of a business-related or sponsored group, the business is located within Monroe; and 3) third priority shall be to nonresident groups, which shall be defined as groups comprised of members who reside outside of Monroe or a business-related or sponsored group where the business is located outside of Monroe.

A \$100.00 deposit must be submitted to the City of Monroe for the use of the Concession Stand. The deposit will be returned within 30 days after the termination of the agreement provided the inspection of the Concession Stand indicates that the facility was cleaned, left in an orderly fashion, and no damage has occurred. There is an additional \$15 per key deposit required for any keys obtained for the concession stand. The group shall at all times during the duration of this Agreement maintain the inside of the concession stand and shall be responsible for the repair, upkeep and replacement of all fixtures, appliances, and all equipment necessary for storage, preparation and serving of food and drinks in a clean, safe, sanitary manner commensurate with similar City facilities in compliance with City, County and State statutes and ordinances and acceptable to applicable agencies. The group is responsible for obtaining their own permits and vendor's license and provide written evidence to the City thereof. The group shall be required to police the area of all trash, garbage, paper, boxes, cartons, cans, containers, litter, etc. generated by the concession stand.

A one or two-day reservation for the use of the parks, a group request must be submitted to the City Manager or designee at least two weeks in advance of the requested date. If no higher priority group has requested use for the dates in question, the City Manager may issue permission. A schedule of reservations shall be maintained and available at the municipal offices during regular business hours. Any group using the parks shall be responsible for returning the property to the municipality in the same condition as received, normal wear and tear accepted. This includes clearing the area of all trash, garbage, paper, boxes, cartons, cans, containers, litter, etc. generated by the approved use. The City will furnish adequate trash receptacles. Any group use the parks shall hold the City of Monroe harmless and indemnify the City of Monroe for any claims and damages arising out of its use or occupancy of the facilities. Groups or associations granted permission to use the parks for a regular season schedule shall maintain during their use a general liability insurance policy naming the City of Monroe as an additional insured in an amount of at least \$1,000,000 aggregate on the approved use. A copy of the policy or certificate must be filed with the City Manager or designee prior to the approved use. Any group using park facilities shall be required to meet all requirements under any federal or state laws pertaining to the Americans with Disabilities Act (ADA) and the various civil rights acts. No group shall engage in any business in the parks that violate any existing state or federal law or municipal ordinance or in such a manner as to constitute any hindrance for other park patrons engaged in lawful activities. No group shall make any temporary or permanent improvements or changes to the parks without written approval of the City Manager.

USE AGREEMENT

This Agreement made by and between the City of Monroe, hereinafter called the "City", and The Monroe Lions Club, hereinafter called "Monroe Lions Club".

WITNESSED

WHEREAS, the City owns Community Park, located at 500 S. Main Street, Monroe, Ohio; and

WHEREAS, the Monroe Lions Club desires to use the park for the Light Up The Sky on Tuesday, July 4, 2023.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the parties do hereby agree as follows:

USE

1. The City hereby grants permission to Monroe Lions Club for the use of Community Park located at 500 S. Main Street, Monroe, Ohio, as designated on Exhibit "A", on Tuesday, July 4, 2023 from 12:00 A.M. to 12:00 P.M. for the Light Up The Sky Event with applicable set-up and tear-down activities and times.

2. The City hereby grants Monroe Lions Club permission to use Community Park

_____ and be closed from vehicle traffic beginning Thursday, June 29, 2023 from 12:00 A.M. through 12:00 P.M. Wednesday, July 5, 2023 or earlier upon tear down of the event.

3. The Monroe Lions Club shall occupy and use the leased premises solely for the purposes of the Light Up The Sky and related activities.

ASSOCIATION RESPONSIBILITIES

1. The Monroe Lions Club shall comply with all event requirements and shall provide all event planning requirements, alcohol permit, final event layout, event set-up and tear-down plans and time frames, security plans, vendor licenses, etc. to the City thirty (30) days in advance of the event.

2. The security plan, including alcohol sales/consumption and crowd control measures, shall be submitted, for approval by the Fire Chief and Chief of Police thirty (30) days in advance of the event.

3. N/A shall place a fencing barrier around the event venue, at locations and through methods approved by the City, and charge admission for the event. Monroe Lions Club, at its own expense, shall install and remove the fencing per requirement of the City.

4. Monroe Lions Club shall obtain the appropriate alcohol sales permit from the State and adhere to all its requirements. Monroe Lions Club shall adhere to the following requirements.

- a. Contain alcohol sales and consumption within the designated event boundaries with the type of barrier approved by the City.
 - b. Limit alcohol sales times to 11:00 am - 10:30 pm, ending one hour before the scheduled event ending time, and post copies of permit and sales hours at all sales and serving locations.
 - c. Limit alcohol to beer.
 - d. Limit sales to two (2) drinks per person per transaction.
 - e. Limit container size maximum of 16 ounces and price per container minimum of \$5; beverages must be dispensed in plastic cups.
 - f. Servers and consumers must be age 21 or older.
 - g. Age of consumers verified with a wristband and conducted in an area separate from the serving area.
 - h. Servers, ticket sellers and ID checkers must be trained in alcohol sales in compliance with State laws.
 - i. Alcohol may not be carried into or out of the designated area/venue.
 - j. Alcohol may not be consumed on the stage.
 - k. Alcohol may not be consumed by event organizers, workers or volunteers.
 - l. Alcohol may not be brought into the event venue except by the authorized distributor.
5. The Monroe Lions Club, its assigns, heirs, successors, employees and any and all subcontractors are independent contractors and are not agents and/or employees of the City.
6. The Monroe Lions Club and all performers and vendors shall comply with inspections and obtain any permits required prior to operation, at the Monroe Lions Club's expense.
7. Monroe Lions Club contracts with any performer or vendor shall not place any liability upon the City.
8. Monroe Lions Club shall maintain the cleanliness of the property utilized by Monroe Lions Club and shall be responsible for removing event materials such as fencing from the facility at the conclusion of the event. Monroe Lions Club shall coordinate with the City the location and delivery and pick-up of any event support items such as port-o-lets and dumpster.
9. The Monroe Lions Club shall be responsible for basic clean-up of the facilities after the conclusion of the event and remove all trash and cooking waste, etc. from the site.
10. Monroe Lions Club is responsible for all costs of maintenance and repair of damage to the physical structure, equipment or park property that is caused by Monroe Lions Club activities.
11. Monroe Lions Club event organizers and representatives shall be present at the event during the entire event.
12. Monroe Lions Club shall not assign or transfer this agreement or sublet any portion thereof without prior written consent of the City.
13. Monroe Lions Club agrees that the City may enter upon the designated space provided by the City at all times to make inspection of the property.
14. Monroe Lions Club shall designate one individual to serve as liaison between the City and Monroe Lions Club. The liaison will coordinate needs and uses with the Director of Public Works or designee.

CITY'S RESPONSIBILITY

1. The City hereby agrees to authorize the use of the park property for said event.
2. The City shall provide police support services, paramedics, park support and electrical support as deemed necessary based on the plans and actual activities for the event. The City shall provide trash toters and arrange for a temporary dumpster for the event unless the Monroe Lions Club secures the donation of a dumpster. The cost for the dumpster, if charged to the City will be reimbursed by the Monroe Lions Club.
3. The City hereby agrees that this Use Agreement authorizes the selling and consumption of alcohol in the event venue pursuant to Section 1064.02(a) of the Codified Ordinances.
4. The City hereby agrees that if the Association shall perform all of the above covenants, undertakings and agreements contained herein, it shall during the term hereof, freely, peaceably and quietly enjoy the use of the designated property for said purposes without molestation, hindrance, eviction, or disturbance by the City or persons under its control.
5. The City agrees to designate the Director of Public Works as the City liaison to Monroe Lions Club.

FEES

1. This event shall be cost neutral for the City support services and any other direct expenses for the event including event insurance or dumpster rental expenses. Costs are estimated to be N/A and are detailed in Exhibit "B." As staff reviews plans for park set-up and vendor needs, the estimate may be modified. Fifty percent of the final estimate cost shall be paid as a deposit to the City by N/A.
2. The City will submit an invoice for the balance of the actual expenses less the paid deposit to the N/A within two weeks of the event. The N/A shall pay the balance within thirty (30) days of receipt of the invoice.
3. The N/A shall provide fifty percent (50%) of the event net proceeds, if any, to the City for the Park Fund and shall retain fifty percent (50%) for event start-up expenses for future events. Payment shall be paid to the City within sixty (60) days of the event. N/A shall not utilize this event to raise funds for any other agency or purpose.

LIABILITY

1. Monroe Lions Club agrees to indemnify, hold harmless and defend the City, their officers, employees, agents and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the City, their officers, employees, agents and volunteers may hereafter sustain, incur or be required to pay, arising out of or by any act or omission of the Monroe Lions Club, its officers, employees, agents and volunteers, in the execution, performance or failure to adequately perform Monroe Lions Club's obligations pursuant to this contract. Monroe Lions Club further agrees to assume all risk of loss, damage or injury caused by whatever kind, or whomsoever caused (other than loss, damage or injury caused by an act or omission of the City or of any under the City's control) to any person(s) or the property of the parties, or anyone on or about the property.

2. Monroe Lions Club agrees to obtain and maintain for the duration of this Agreement at their own cost and expense commercial general liability insurance with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Monroe Lions Club or alcohol permit holder shall also obtain and maintain for the duration of the Agreement liquor liability insurance with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate and name the City as an additional insured.
- The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - Additional Insured Status: City, its officers, employees, agents and volunteers shall be covered as Additional Insureds with respect to liability arising out of all activities by or on behalf of the Monroe Lions Club with respect to the Monroe Lions Club.
 - Primary Coverage: For any claims related to this Agreement, Monroe Lions Club's insurance coverage shall be primary as respects the Additional Insureds. Any insurance maintained by the Additional Insureds shall be in excess of Monroe Lions Club's insurance and shall not contribute with it.
 - Notice of Cancellation: Each insurance policy required above shall not be canceled, except with written notice to the City. Monroe Lions Club shall promptly notify the City upon receipt of a notice of cancellation or material modification of coverage.
 - Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City.
3. Monroe Lions Club shall, at the time of the execution of this Agreement, furnish the City with a certificate(s) of insurance evidencing the coverages required above. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

TERMINATION OF AGREEMENT

1. The City retains the right to cancel the event in its entirety or any portion thereof upon Monroe Lions Club's failure to comply with any or all terms and conditions of the above covenants, undertakings and agreements contained herein. Cancellation may be prior to or during said event.

ENFORCEABILITY

1. If any provision of the Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition, and the validity and enforceability of all the remaining provisions shall not be affected thereby.
2. The Agreement shall be governed by and constructed under the laws of the State of Ohio.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed the Agreement on the _____ day of _____, _____.

CITY OF MONROE (CITY)

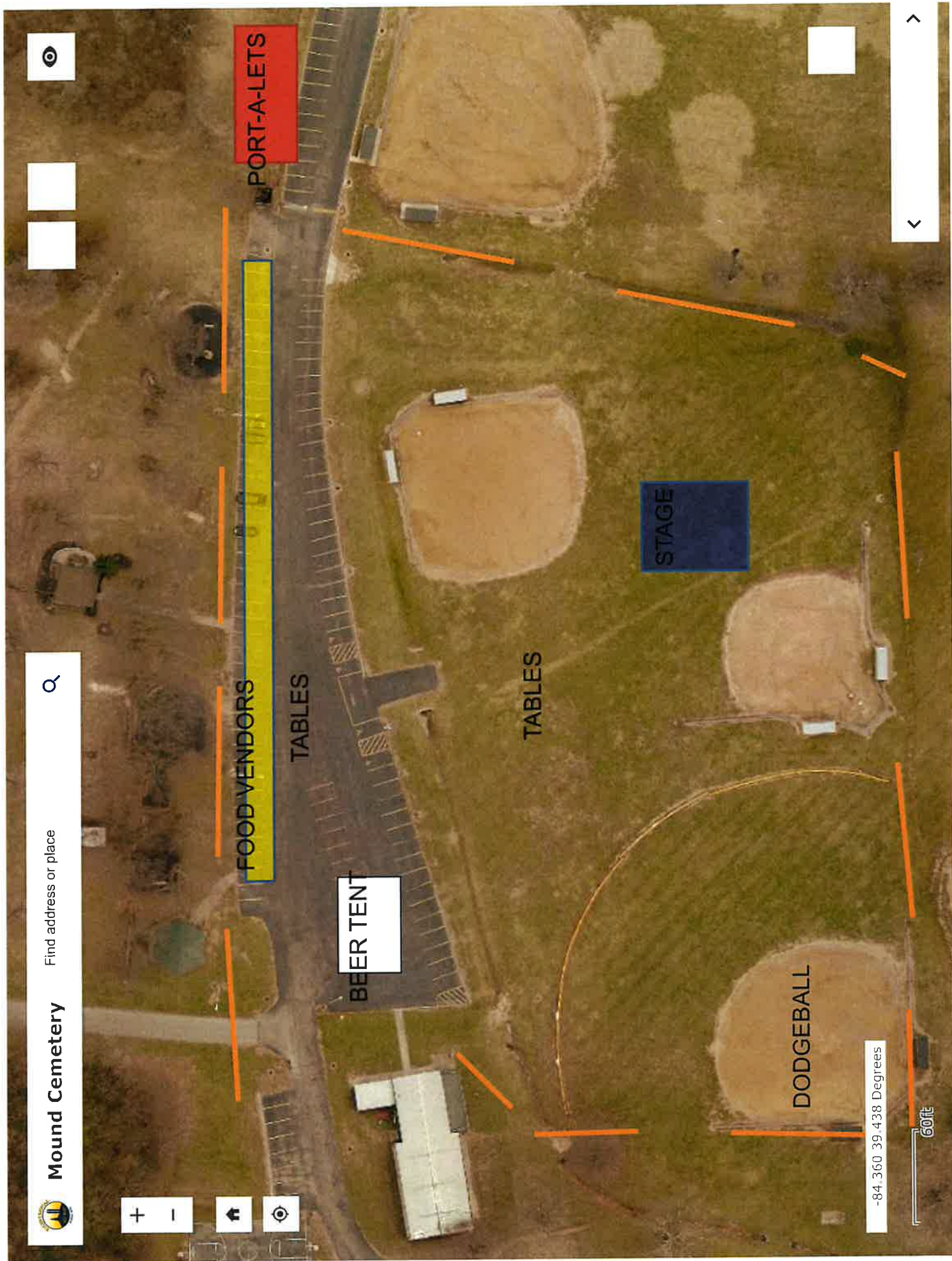
By _____
William J. Brock, City Manager
Witness _____

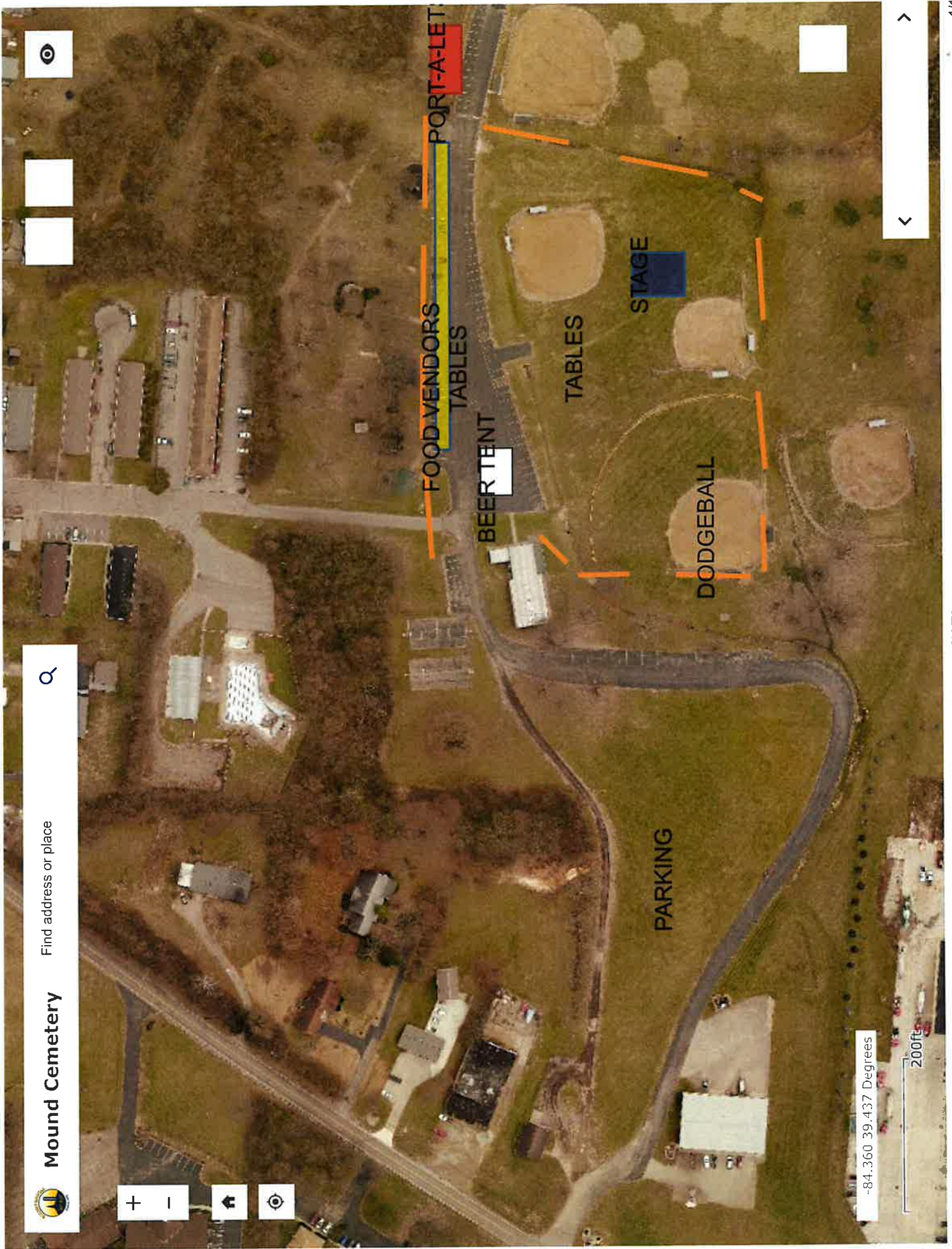
Date _____, 20____
Date _____, 20____

ORGANIZATION

By [Signature]
Witness Donna Campbell

Date March 14, 2023
Date 3/14, 2023





RESOLUTION NO. 33-2023

A RESOLUTION APPROVING A THEN-AND-NOW CERTIFICATE IN THE AMOUNT OF \$4,603.99 TO KEN HERBERT PLUMBING, LLC.

WHEREAS, emergency repairs were necessary involving the water heater and plumbing at Fire Station 61; and

WHEREAS, due to the unexpected emergency repairs necessary there was not sufficient time to request a purchase order prior to the services performed.

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 \$4,603.99 to Ken Herbert Plumbing, LLC. is hereby approved.

SECTION 2: This measure shall take effect immediately upon passage pursuant to Section 7.08 (C) of the Charter

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

RESOLUTION NO. 34-2023

A RESOLUTION APPROVING A THEN-AND-NOW CERTIFICATE IN THE AMOUNT OF \$4,650.00 TO VISION STEEL PRODUCTS.

WHEREAS, Vision Steel Products performed work on the water rescue trailer; and

WHEREAS, the vendor advised that purchase cards are not accepted after the work is completed.

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 \$4,650.00 to Vision Steel Products is hereby approved.

SECTION 2: This measure shall take effect immediately upon passage pursuant to Section 7.08 (C) of the Charter

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

RESOLUTION NO. 35-2023

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION FOR THE PATROL OFFICERS..

WHEREAS, negotiations between the City of Monroe and the Ohio Patrolmen's Benevolent Association, 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: The City Manager is hereby authorized to enter into a Collective Bargaining Agreement by and between the City of Monroe and the Ohio Patrolmen's Benevolent Association for the Patrol Officers, pursuant to the terms and conditions he deems appropriate and necessary in the best interest of the City.

SECTION 2: This measure shall take effect and be in full force from and after its passage pursuant to Section 7.08 (C) of the Charter.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

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

EFFECTIVE: June 1, 2023 to May 31, 2026

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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.

Any current bargaining unit member who is promoted to the position of Sergeant or Lieutenant will be required to successfully complete a one year probationary period. The probationary period shall begin on the first day the Employee serves in the higher rank. Newly promoted Employees shall have the full effect of all benefits and provisions provided within this agreement during the promotional probationary period.

An Employee serving a promotional probationary period may be demoted at will at any time during the probationary period back to the position from which the Employee was

promoted. If an employee is demoted, they will maintain the seniority they held in the previous position.

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. 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 collected shall be paid over by the Employer once each month to the OPBA, provided that each Employee has provided a dues deduction authorization to the City.

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.

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, sex (including gender, pregnancy, sexual orientation, and gender identity), national origin, age, ancestry, disability status, military or veteran status, genetic information or any other condition or status protected by law. 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, 2023. 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. 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 1 or more hours in a given work day shall receive Officer In Charge pay of \$2.50 per hour, retroactive to the first hour that the employee began to perform sergeant duties. 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 \$2.00 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. The same officer will not be held over for two consecutive scheduled days in a row. 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.. 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, sick and personal days, as paid time off, shall count toward that calculation of the overtime threshold referenced in paragraph 16.5 a., hereof beginning effective the first full pay period after June 1, 2023.

c.

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

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 any holiday in Section 1 above shall receive pay for the hours worked on the holiday at a rate of time and one-half his regular rate. When an employee works overtime on any designated holiday above, they will receive an additional eight and one half (8.5) hours of holiday time to be used at a later date. 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 42.5 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>
0 to 4	85
5	127.5
10	170
15	190
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. Choice of vacation dates during vacation periods shall be by seniority with conflicts to be determined in the interest of the Chief of Police. Vacation requests shall be approved by the Chief or his designee.

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.

19.5 Pay for Accumulated Vacation. An Employee in full-time status who is to be separated from the City service through resignation, retirement, death 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. In accordance with the provisions of Ohio Rev. Code § 9.44 (A), a person employed, other than as an elected officer, by the state or any political subdivision of the state,

earning vacation credits currently, is entitled to have the employee's prior service with any of these employers counted as service with the state or any political subdivision of the state, for the purpose of computing the amount of the employee's vacation leave. 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 (6th) 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 (9th) 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 (9th) 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 (9th) 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, mother-in-law, father-in-law, child (including step-child), spouse (including domestic partner), 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, , spouses grandparents, 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 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. An adult child shall be eligible for the City of Monroe's health plan in accordance with the provisions of the Affordable Care Act, and/or state law, as amended.

c. This Working Spouse Carve Out Policy only applies to spouses who are actively at work at an employer group. It does not apply to self-employed spouse 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 written notice to him to return by letter

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, 2023, and shall remain in full force and effect until midnight on the 31st day of May, 2026.

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**

Joshua King, President

Micah Day, Vice President

Monique Lockett, Treasurer

FOR THE CITY:

William J. Brock, City Manager

Robert Buchanan, Chief of Police

Kacey Waggaman, Assistant City Manager

Jacob Burton, Finance Director

Sarah Hunold, Human Resources Manager

Jack Hemenway, Frost Brown Todd LLC

Approved as to form:

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 Officers in Field Training	STEP TWO After Field Training	STEP THREE After Year 1	STEP FOUR After Year 2	STEP FIVE After Year 3
June 1 2020					
June 1 2021					
June 1 2022					

SERGEANTS*

June 1, 2020

June 1, 2021

June 1, 2022

* Sergeant Differential = 14%

0059055.0729407 4822-0542-2527v5

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

EFFECTIVE: June 1, 202~~30~~ to May 31, 202~~63~~

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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.

Any current bargaining unit member who is promoted to the position of Sergeant or Lieutenant will be required to successfully complete a one year probationary period. The probationary period shall begin on the first day the Employee serves in the higher rank. Newly promoted Employees shall have the full effect of all benefits and provisions provided within this agreement during the promotional probationary period.

An Employee serving a promotional probationary period may be demoted at will at any time during the probationary period back to the position from which the Employee was promoted.

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.~~ All dues collected shall be paid over by the Employer once each month to the OPBA, provided that each Employee has provided a dues deduction authorization to the City.

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.~~ sex (including gender, pregnancy, sexual orientation, and gender identity), national origin, age, ancestry, disability status, military or veteran status, genetic information or any other condition or status protected by law. 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, 202~~30~~³⁰. 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~~⁴1 hours or more in a given work day shall receive Officer In Charge pay of \$2.~~5000~~⁵⁰ 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 ~~\$2.00~~^{\$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. The same officer will not be held over for two consecutive scheduled days in a row. 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, sick 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 first full pay period after June 1, 2023. ~~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 any holiday in Section 1 above shall receive pay for the hours worked on the holiday at a rate of time and one-half his regular rate. ~~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.~~ When an employee works overtime on any designated holiday above, they will receive an additional eight and one half (8.5) hours of holiday time to be used at a later date. 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 42.5 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>
0 to 1	0
After 0 to 41	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. Vacation requests shall be approved by the Chief or his designee.

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, death 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~~ In accordance with the provisions of Ohio Rev. Code § 9.44, a person employed, other than as an elected officer, by the state or any political subdivision of the state, earning vacation credits currently, is entitled to have the employee's prior service with any of these employers counted as service with the state or any political subdivision of the state, for the purpose of computing the amount of the employee's vacation leave. ~~an~~ 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 (6th) 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 (9th) 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 (9th) 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 (9th) 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, mother-in-law, father-in-law, child (including step-child), spouse (including domestic partner), 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~~, spouses grandparents, 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. An adult child shall be eligible for the City of Monroe's health plan in accordance with the provisions of the Affordable Care Act, and/or state law, as amended. ~~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 written 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, 202~~0~~³, and shall remain in full force and effect until midnight on the 31st day of May, 202~~3~~⁶.

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:**

Joshua King, President

Micah Day Vice, President

Monique Lockett, Treasurer

Jill Wyckoff, Secretary

Joseph Hegedus, OPBA

FOR THE CITY:

William J. Brock, City Manager

Kacey Waggaman, Assistant City Manager

Robert Buchanan, Chief of Police

Jacob Burton, Finance Director

Sarah Hunold, Human Resources Manager

Jack Hemenway, Frost Brown Todd LLC

Approved as to form:

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 7.0% = 2023; 3.5% = 2024; AND 3.5% = 2025]

PATROL OFFICER

	STEP ONE Officers in Academy	STEP TWO Entry Level with OPOTA Certification	STEP 3 After Year 1	STEP 4 After Year 2	STEP 5 After Year 3	STEP 6 After Year 4
June 1 2023	\$60,464	\$66,318	\$72,757	\$79,841	\$83,835	\$88,026
June 1 2024	\$62,580	\$68,639	\$75,303	\$82,636	\$86,769	\$91,107
June 1 2025	\$64,770	\$71,041	\$77,939	\$85,528	\$89,806	\$94,295