

# FAIRFIELD

POLICE DEPARTMENT



AGREEMENT BETWEEN  
THE CITY OF FAIRFIELD, OHIO  
AND  
FRATERNAL ORDER OF POLICE, LODGE #166  
(POLICE OFFICERS)

EFFECTIVE APRIL 1, 2025  
THROUGH MARCH 31, 2028  
INCLUSIVE



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ARTICLE I

PURPOSE

This Agreement is made between the City of Fairfield, Ohio, hereinafter referred to as the "City", "Management" or "Employer", and the Fraternal Order of Police, Lodge No. 166, hereinafter referred to as the "FOP" or "Union" for the purpose of achieving better understanding between both parties and to provide peaceful negotiations pertaining to wages, or compensation, hours of work, conditions of employment and the peaceful adjustments of differences which may arise.

ARTICLE II  
RECOGNITION AND F.O.P. DUES

SECTION 1.- MANAGEMENT RECOGNITION

Nothing contained in this Agreement shall alter the authority conferred by law, ordinance, civil service rules and regulations, and Fairfield City Charter upon any City official or in any way abridge or reduce such authority. This Agreement shall be construed as requiring City officials to follow the procedures, agreements and policies prescribed herein, to the extent they are applicable in the exercise of the authority conferred upon them by law.

SECTION 2.- F.O.P. RECOGNITION

The City of Fairfield recognizes the Fraternal Order of Police Lodge No. 166 as the sole and exclusive bargaining agent for those employees assigned to classifications listed in the Appendices.

SECTION 3.- "POLICE OFFICER" DEFINED

The term "officer", "police officer" or "police officers" as used in this Agreement shall refer to those persons included in the bargaining unit. The term "patrol officer" shall refer to police officers performing regular patrol duties on shifts. The term "non-patrol officer" refers to all other police officers in this bargaining unit except patrol officers.

SECTION 4.- UNION DUES AND FAIR SHARE FEES

- A. While this Agreement is in effect, the City agrees to deduct from the earnings of each employee covered by this agreement, the Union dues and Union initiation fees, if any, from each pay period beginning sixty (60) days after the start of employment on the basis of individually signed voluntary check-off authorization cards on a form to be furnished by the Union.
- B. All employees of the City covered by this Agreement who are not members of the Union pay a fair share fee which shall not exceed the Union's periodic dues. The Employer shall deduct the fair share fee from the employee earnings the last pay in each and every month beginning sixty (60) days after the start of employment for any employee covered by this Agreement. The amount of dues, initiation fees, or fair share fee to be deducted from each employee shall be that amount as certified to the City in writing by the Financial Secretary of the Union. Terms of this Section governing the collection of fair share fees shall be suspended and not in effect during any period in which the collection of fair share fees is contrary to law.

The deduction of a fair share fee by the City from the payroll check of the employees covered by this Agreement who are not members of the Union and its payments to the Union is automatic and does not require the written authorization of the employee. The amount of dues, initiation fees, or fair share fees collected shall be turned over to the Financial Secretary of the Union by the fifteenth (15th) day following the deduction.

- C. Failure to pay the fair share fee shall be the basis for legal action against the non-member by the Union. Nothing contained herein shall be construed to require that any employee become a member of the Union. The Union agrees to comply with all requirements of O.R.C. 4117.09 pertaining to dues and/or fair share fees.
- D. It is specifically understood that the only responsibility the City assumes is to deduct the dues, initiation fees and fair share fee in the amount specified by the Union and to forward such dues, initiation fees and fair share fees according to the terms of the Agreement. The Union agrees to accept full liability financially and legally for any charges which may be filed, fees, penalties, punitive damages, costs, and/or back pay liability arising out of the City's actions or inactions involving dues, initiation fees and fair share fees.

- E. The Union agrees to save the City, its agents, employees and officials, harmless from any and all costs, including witness fees, attorney fees, back pay awards, punitive damages, or any other cost of prosecution or defense or any liability resulting from the prosecution or defense of any action or inaction, claimed or otherwise, to which the Employer may be liable by virtue of the provisions of this Article.
- F. It is specifically agreed that payment for the above specified reasons shall be made directly from the Union to the party, and at no time, shall the Employer pay out any monies for any reason associated with the provisions of this Article.

#### SECTION 5.- UNION REPRESENTATIVES

The Employer agrees to reimburse not more than four (4) bargaining unit members of the F.O.P. who are appointed as representatives to serve on the F.O.P. Bargaining Committee for time spent in actual meetings with the Employer to renegotiate this Agreement where such meetings take place during such member's regularly scheduled straight-time hours on the days in question. The employer shall not be obligated to pay overtime for such additional hours. The Employer will not reimburse members for any expense incurred in fulfilling their positions as representatives on the F.O.P. Bargaining Committee.

Members so selected will notify their immediate supervisors of their selection, and of all scheduled negotiation dates, as soon as such information is made known to the selected members.

#### SECTION 6.- LABOR MANAGEMENT COMMITTEE

The parties agree that there will be a Labor Management Committee, consisting of not more than five (5) representatives of the City and five (5) representatives of F.O.P. Lodge #166. The F.O.P. representatives may include Police Officers, Sergeants, and/or one (1) non-member representative. The Committee shall meet to investigate, study, discuss and resolve issues affecting labor-management relations. The Committee shall establish its own ground rules which shall include the right of either side to call a meeting.

### ARTICLE III

#### MANAGEMENT RIGHTS

##### SECTION 1.

The management and direction of the affairs of the City are retained by the City. This includes, but is not limited to, the selection, transfer, assignment and layoff of employees, the termination of probationary employees, the termination for just cause of other employees; the making, amending and enforcing of reasonable work rules and regulations; the securing of revenues of the City; the exercise of all functions of government granted to the City by the constitution and statutes of the State of Ohio and the City Charter and Ordinances; the determination from time to time as to what services the City shall perform; the establishment or continuation of policies, practices or procedures for the conduct of its affairs and from time to time as to what services the City shall perform; the change or abolition of such practices or procedures; the determination of the number of hours per day or week any operation may be carried on; the selection and determination of number of employees required; the establishment and changes of work schedules and assignments; the contracting for the performance of such work as the City determines advisable and the taking of such other measures as the City and/or management may determine to be necessary for the orderly and efficient operation of the City; and the determination of the size and composition of the work force. The City retains all rights except to the extent this Agreement specifically and expressly provides to the contrary. The City will not use this section to contravene rights granted by this Agreement to members of the bargaining unit individually or collectively.

## ARTICLE IV

### HOURS OF WORK, OVERTIME, PREMIUM PAY

#### SECTION 1.- NORMAL HOURS

- A. The normal scheduled work week for patrol officers shall be four (4) days on and two (2) days off. The normal work day for this schedule shall consist of eight and one-half (8.5) consecutive hours.
- B. The normal work week for all non-patrol officers shall consist of five (5) normal work days. The normal work day for this schedule shall consist of eight (8) consecutive hours
- C. The normal work day shall consist of first, second, and third shift. The first shift is any shift which regularly starts on or after 5:30 a.m., but on or before 9:00 a.m. The second shift is any shift which regularly starts on or after 1:30 p.m., but on or before 4:00 p.m. The third shift is any shift which regularly starts on or after 9:00 p.m., but on or before 11:00 p.m. All shifts for all employees covered by this Agreement shall be scheduled for starting times within the hours stated above for first, second or third shift.
- D. Changes in the work shifts shall be made only after thirty (30) days of notice has been given to the affected officers and immediate supervisor, or at any time the City Manager declares an emergency. Changes in an officer's work shift or starting hours may be made with less than thirty (30) days of notice by mutual agreement between the City and the affected officers.
- E. Work schedules shall be posted for patrol officers at least one (1) month in advance.
- F. All police officers shall be paid biweekly for the two-week period ending with the end of third shift on the previous Monday morning, and payday shall be Thursday, through the pay ending July 13, 2014, with the officer's pay stub and deposit advice available by 2:00 p.m. on payday. The next pay will be for a one-week period ending on July 20, 2014 and will be paid on July 31, 2014. All subsequent biweekly pays will be for the two-week period ending at the end of the regularly scheduled shift for the previous Monday morning, and payday shall be on or before the Tuesday of the following week, with deposit notices available at 2:00 p.m. on payday. This language is contingent upon approval of said language by the other unions. All employees shall have their paychecks directly deposited into their personal account at a financial institution of their choice. The employee must provide written authorization and instructions for the deposit. The City will endeavor to provide direct deposit with local financial institutions but shall not be required to furnish direct deposit with any particular financial institution if the City determines that it is impracticable to do so. The City shall have no responsibility for any errors or omissions made by the employee's financial institution with regard to the direct deposit of the employee's pay or the employee's personal account.
- G. For the purpose of formulating work schedules to be effective January 1 and July 1 of each year, all patrol officers shall be permitted to select non-rotating shifts by seniority, except as otherwise provided hereinafter. The Chief of Police will require each officer to submit his/her shift assignment preferences by May 20th for the semi-annual change to be effective on July 1, and by November 20th for the semi-annual change effective on January 1. If the Police Chief has good cause to make patrol shift assignments not in accordance with seniority, the Police Chief shall so state such cause in the written change of shift assignment. The assignment of shifts by the Police Chief contrary to seniority shall be presumed valid and if such assignment is grieved by any officer, the burden of proof shall be upon the grievant to prove that the cause stated for the assignment by the Police Chief is invalid. Officers assigned to non-patrol duties will not be assigned to shifts in accordance with this paragraph but will be required to submit shift assignment preferences as outlined above. Those preferences will be used in the event an officer assigned to non-patrol duties is reassigned to patrol duties in a new work schedule. This paragraph shall not affect the ability of the Police Chief to determine the number of officers required on any particular shift at any time, subject to the provisions of paragraph E above. However, an officer will be permitted to work the same shift for no less than thirty (30) calendar days, except by agreement of the officer or

emergency as provided in paragraph E above. For purposes of this section, seniority shall be defined as time in the job classification.

H. Notwithstanding any other provisions of this agreement, the following provisions shall prevail for officers assigned to training: Officers who are assigned to training by a non-City agency or individual may be placed on a five (5) day on, two (2) day off eight (8) hour day schedule. Training hours shall include travel time and homework. Claimed homework hours must be reasonable and are subject to the approval of the Chief of Police. Officers assigned to the training schedule will be guaranteed an average of eight (8) hours pay per day for all days on which the officer attends training under this Section but shall only be paid overtime for hours worked in excess of an average of eight (8) hours per day for all days during which such training occurs or forty (40) hours for any five (5) consecutive days of training. The shift starting time of an officer assigned to training under this Section may be adjusted to fit the training schedule. Any adjustment of off days will be mutually agreed.

## SECTION 2.- OVERTIME AND PREMIUM PAY

A. The rate of one and one-half (1-1/2) times the regular rate of pay shall be paid for all work performed in excess of regular scheduled hours as expressed by a work schedule.

B. Police Officers who have worked a regularly scheduled third shift just prior to a day they are scheduled to appear in court before 12 o'clock noon, may remain on duty and be paid at the rate of one and one-half (1-1/2) times his/her regular rate of pay, until their court appearance is concluded, subject to the following conditions:

1. While on duty during this period, the employee shall be permitted up to thirty (30) minutes of break time for meals or other personal business if desired, before 9:00 a.m.
2. Police Officers on duty under this Section shall be available to perform police related duties as assigned by the shift supervisor. Such assignment shall not be as the designated primary officer for a beat or work area.
3. There shall be no minimum number of guaranteed hours of work or pay for any officer under this Section.

C. The rate of one and one-half (1-1/2) times the regular rate of pay shall be paid to police officers for all regularly scheduled work hours in excess of eight and one-half (8.5) hours in any twenty-four (24) hour period. This Section applies only to the double back work shifts which occur during shift change

## SECTION 3.- PYRAMIDING OF PREMIUM AND/OR OVERTIME PAY

The allowance of overtime or premium payment on any hour for which a Police Officer receives overtime or premium compensation eliminates that hour from consideration for overtime or premium payment on any other basis. If the time worked falls under two or more overtime and/or premium pay classifications, the higher rate shall prevail.

## SECTION 4. - CALL-IN PAY

A Police Officer who is called in to work outside his/her normal work shift shall be paid one and one-half (1-1/2) times the regular rate of pay which regular rate includes any shift premium attributable to the officer's regularly scheduled shift assignment. The Police Officer shall be entitled to work his/her regular shift at the officer's regular rate of pay. An officer called in on a designated holiday will be paid at the rates specified in Article VI, Section 1, and in accordance with the following provisions which apply to all call-ins and court appearances:

- A. Police Officers called in to work or for court appearance shall receive a minimum of three (3) hours per call-in, providing the call in is three (3) or more hours prior to the Officer's normal work shift.
- B. Police Officers called in to work or for court appearance shall receive one-half (1/2) hour travel time from home to work provided the hours worked do not abut the officer's regularly scheduled work shift and the overtime hours worked are less than eight (8) hours.

#### SECTION 5.- ASSIGNMENT OF OVERTIME

A Police Officer who is offered and accepts overtime work will be obligated to report at the start of overtime hours on the same basis as his/her normal shift.

#### SECTION 6.- DESIGNATED SENIOR OFFICER

For purposes of this paragraph the term "designated Senior Officer" shall mean the Police Officer designated by the Police Chief to assume the supervisory duties of a squad or shift at those times neither a Sergeant nor Major is actively supervising the shift or squad. Any member of the bargaining unit shall be paid at the Step 1 rate of pay for Supervisors while acting as the designated Senior Officer and, as an exception to the anti-pyramiding language of Article IV, Section 3, shall also receive holiday pay based upon that rate for Supervisors, if applicable when acting as the designated Senior Officer.

#### SECTION 7. - OVERTIME DISTRIBUTION AND FORCED OVERTIME PROCEDURE

- A. The Employer shall maintain a "Voluntary Overtime Notice List", which shall include the names of all employees who volunteer to be contacted by text message in the event that an overtime opportunity arises on a patrol shift. Inclusion on the Voluntary Overtime Notice List shall be at the employee's discretion. Whenever an overtime opportunity becomes available, the Employer, or its designee, shall contact all employees on the Voluntary Overtime Notice List, by way of the group text message system, in addition to any other notice provided to all eligible employees via city e-mail or the city radio system before forcing an employee to work the overtime using the "forced overtime list." Such overtime opportunities will be filled by employees volunteering for the overtime on a first come first serve basis.
- B. The Employer shall maintain a "Forced Overtime List" in order to track and distribute forced overtime hours among the employees on each patrol shift. The term "forced overtime" only refers to overtime used to fill the needs of a specific patrol shift and does not include other forms of required overtime including, but not limited to, response to a subpoena, administrative necessity, or other non-patrol shift overtime.
- C. The Forced Overtime List shall include the names of all employees on each patrol shift, in order of their rank seniority, and the most recent date that they were forced to work overtime on a patrol shift. Employees shall be forced to work overtime on each shift in the order their name appears on the Forced Overtime List, beginning with the least senior employee on the list. The Forced Overtime List shall be revised every January 1 and July 1 to correspond with the biannual shift- bidding process in ARTICLE IV, SECTION 1(G) of the collective bargaining agreement. The order that employees are forced to work overtime will start with the least senior employee when any change to the list occurs on January 1 and July 1 each year.
- D. If no employee has volunteered to work the overtime opportunity prior to the start of the overtime need, the Employer may force an employee on the shift preceding the overtime opportunity to work the overtime in the order such employees' names appear on the Forced Overtime List, beginning the overtime in the order such employees' names appear on the Forced Overtime List, beginning with the least senior employee on the list every January 1 and July 1.
- E. The Employer shall not be required to follow the procedures set forth in Article IV, Section 7(A) through Article IV, Section 7 (E) of the collective bargaining agreement if the overtime is caused by an employee continuing to work on a call to service that originated during the employee's regularly scheduled shift.

F. The sole remedy for any Employee who is not provided overtime notice in accordance with Article IV, Section 7 is limited to providing that Employee the next overtime opportunity (or opportunities) with the equivalent or greater number of overtime hours for which notice was not given.

**SECTION 8. - INDEPENDENCE DAY CELEBRATION SCHEDULE**

- A. This Section, "Independence Day Celebration Schedule," is an exception to the overtime procedure provided in Article IV, Section 7 and is only applicable to the scheduling for the Independence Day Celebration.
- B. The Independence Day Celebration is typically observed on or about July 3 of each year. It is understood that weather or other circumstances could require that the Celebration be rescheduled for a date other than on or about July 3. It is also understood that circumstances could require the cancellation of the Independence Day Celebration, thus negating the need and/or requirement that the Employer pay overtime for this event.
- C. The Employer, which shall include designees of the employer, shall notify all employees at least thirty (30) days prior to the Independence Day Celebration whether they will be required to work outside of their regular schedule or in addition to their regularly scheduled hours during the Independence Celebration. This notice does not guarantee an employee compensation if the employee does not actually work the hours pursuant to the notice. In the event that the Employer does not provide the notice as required in Article IV, Section B, the Employee shall not be required to work the additional hours and any overtime required shall be filed in accordance with Article IV, Section 7 of the collective bargaining agreement.
- D. The Employer may provide less than thirty (30) days advance notice to employees required to work outside of their regular schedule or in addition to their regularly scheduled hours during the Independence Day Celebration when the need for such additional hours is directly caused by the use of leave by other employees during the Independence Day Celebration, which leave use was not known at the time the original notice was given pursuant to Article IV, Section 8(B).

## ARTICLE V

### WAGES AND OTHER PAY

#### SECTION 1.- WAGE RATES

- A. The wage rates which shall be effective during the contract period of April 1, 2025 through March 31, 2028 inclusive are set forth in attached Appendix A.
- B. A state certified officer may be hired at a pay service step commensurate with his/her skills, knowledge, abilities, and years of equivalent service. The service step rate shall be offered to the officer candidate with the offer of employment.

#### SECTION 2.- SHIFT PREMIUMS

- A. Officers assigned to normal work days on a second shift work schedule shall have their base hourly rate increased by \$.75 per hour. The resulting rate shall be the base rate for all work hours, paid leave hours, and any overtime worked by the officer.
- B. Officers assigned to normal work days on a third shift work schedule shall have their base hourly rate increased by \$.85 per hour. The resulting rate shall be the base rate for all work hours, paid leave hours, and any overtime worked by the officer.

#### SECTION 3.- FIELD TRAINING OFFICER PAY

- A. A Police Officer who is appointed by the Chief of Police to serve in the capacity of Field Training Officer for a newly hired Police Officer shall be compensated \$2.00 per hour for all hours worked in that capacity. The additional compensation will be added to an officer's current rate of pay. The additional compensation will be included in the officer's hourly rate when calculating any premium rate of pay for hours spent in the Field Training Officer capacity such as overtime, work on a holiday, etc.
- B. The specific responsibilities of a Police Officer appointed to serve as a Field Training Officer shall be assigned by the Chief of Police. Additional compensation shall only be applicable to hours worked in the company of the Police Officer being trained and will continue only as long as the Field Training Officer remains responsible for the training of the new officer.
- C. Any Police Officer who is appointed by management to a Field Training Officer assignment may be removed from such assignment by management without just cause. If an Officer is removed from such an assignment or upon completion of said assignment, the Officer shall be paid at the pay step and pay rate for which the Officer is qualified. The Officer removed from the Field Training Officer assignment shall have no right to appeal any such removal to the Civil Service Commission or to grieve such removal under the terms of Police Officer contract.
- D. The City reserves all management rights set forth in the contract as they relate to the Field Training Officer program. Management may establish rules and regulations for the program not addressed by the agreements outlined above. The City in its sole discretion may discontinue the Field Training Officer program at any time.

#### SECTION 4.- CANINE OFFICER COMPENSATION

- A. On scheduled work days when a Canine Officer is at work with the canine, the officer's actual work shift will be shortened by one hour for which hour the officer will be paid to care for the canine. In other words, an officer with an eight and one-half hour work shift will work seven and one-half hours but be paid for eight and one-half.

On pass days designated in the Canine Officer's schedule, the officer will receive one hour of pay at straight time for caring for the canine. One hour of straight time pay would also be paid for any full shift of vacation, sick or personal leave which the officer uses—assuming that the canine remains in the officer's care on any such day. In other words, if the Canine Officer is absent a full eight and one-half hour shift using vacation, sick or personal leave, seven and one-half will be charged to the appropriate leave balance but the officer will be paid eight and one-half hours. The Canine Officer shall not be entitled to any additional pay for days that the canine does not remain in the officer's care.

- B. Regular biweekly training sessions with other area handlers will be accommodated by modifying the Canine Officer's scheduled shift on those days so that the training would occur during the officer's regularly scheduled shift. When a regular biweekly training session falls on the Canine Officer's pass day, the officer would be entitled to be paid at time-and-one-half for attending the training; such overtime would be subject to the call-in provisions of the contract.
- C. On regularly scheduled non-training days, the Canine Officer's regular shift may be scheduled to begin at a time appropriate to the officer's duties as canine officer notwithstanding any other contract provisions. It is agreed that all non-training work shifts will begin at the same time subject to the scheduling provisions of Article IV, Section 1(D) of this contract. As noted in item one above, the one hour allowed per work shift for care of the canine will always be assumed to be the final hour of the officer's scheduled work shift. Should the Canine Officer be recalled for duty after signaling out-of-service at the end of the shift hours worked on any given day, such recall time worked will be compensated at time and one-half for a minimum of three and one-half hours in addition to the one hour of straight time pay for caring for the canine.
- D. It is agreed that the provisions outlined above fully compensate the Canine Officer for all off-duty tasks associated with the assignment as Canine Officer including, but not limited to, feeding, grooming, and transporting of the canine, clean-up, routine vehicle cleaning and maintenance, transporting the vehicle for maintenance, taking the canine for scheduled and unscheduled visits to the veterinarian, and picking up supplies for the canine.
- E. In consideration of the investment which the City has made in the Canine Officer's training and any improvements to the officer's private real estate, an assigned Canine Officer agrees to continue as the City's Canine Officer for a minimum term of three years unless the City agrees to waive that requirement. Although the City will not ask an assigned Canine Officer to waive the officer's rights to test for any promotional opportunities for which the officer might qualify, it is agreed that an assigned Canine Officer will continue to serve as Canine Officer should the officer be promoted during the term of the officer's three-year agreement.
- F. Should the canine become unfit for service in Police Department operations at any time, ownership of the canine shall be offered to the Canine Officer without charge. At such time, the Canine Officer shall no longer be compensated in any manner for care of the canine and, if ownership is accepted by the officer, the officer shall assume all costs of ownership.
- G. The City reserves all management rights set forth in the contract as they relate to the canine officer program. Management may establish rules and regulations for the program not addressed by the agreements outlined above. The City in its sole discretion may discontinue the canine unit at any time.

#### SECTION 5. – VOLUNTARY PHYSICAL FITNESS INCENTIVE

- A. Subject to scheduling by the Chief of Police or their designee, Officers will have the opportunity to participate annually in a voluntary physical fitness test. Voluntary physical fitness tests for the purpose of this section shall be conducted while the participating officer is off-duty. The test is strictly voluntary. An employee's decision of whether to take the test will not have any adverse effect on their employment.
- B. The voluntary physical fitness test will include a timed run (1.5 mile or 300 meter at the employee's option), one minute of sit-ups, and one minute of pushups. Scores of an Officer's cardiorespiratory fitness and dynamic strength will be tabulated in percentile form for each of the three criteria in accordance with the

Cooper Age and Gender Base Standards for Law Enforcement. The three scores will then be averaged to yield an Average Physical Fitness Score.

- C. Officers reaching the following Average Physical Fitness Score will receive an annual stipend equal to their corresponding percentile before the end of each calendar year:
  - a. 50% - \$500
  - b. 55% - \$550
  - c. 60% - \$600
  - d. 65% - \$650
  - e. 70% - \$700
  - f. 75% - \$750
  - g. 80% - \$800
  - h. 85% - \$850
  - i. 90% - \$900
  - j. 95% - \$950
  - k. 99% - \$1,000
- D. Example: An officer scores the following percentiles for their age and gender: 50% run, 75% sit-ups, and 65% pushups. The officer's Average Physical Fitness Score would be 63.33% thus qualifying them for a voluntary Physical Fitness Incentive of \$600.
- E. The voluntary test will be administered by a physical fitness specialist or other qualified individual assigned at the discretion of the Chief of Police.

## ARTICLE VI

### HOLIDAYS, HOLIDAY/PERSONAL LEAVE, AND ELIMINATION OF PREMIUM PAY FOR SUNDAY

#### SECTION 1.- HOLIDAYS

A. The following thirteen (13) days will be the only designated holidays under this agreement:

New Year's Day	- January 1
Martin Luther King Day	- Third Monday in January
President's Day	- Third Monday in February
Good Friday	- Friday preceding Easter Sunday
Memorial Day	- Last Monday in May
Independence Day	- July 4
Labor Day	- First Monday in September
Columbus Day	- Second Monday in October
Thanksgiving Day	- Fourth Thursday in November
Day after Thanksgiving	- Friday after Thanksgiving Day
Christmas Eve Day	- December 24
Christmas Day	- December 25
New Year's Eve Day	- December 31

B. Officers required to work on a designated holiday will be paid at one and one-half (1-1/2) times the regular hourly rate.

C. On any other special day the City closes its offices, other than days closed to honor agreements with other bargaining units, officers will be paid two and one-half (2-1/2) times the regular hourly rate. All other officers will be compensated eight and one-half (8-1/2) hours of straight time. An officer that was scheduled to work but was on approved paid leave on such a special day will not have said day charged to their leave bank.

D. For all holiday pay under this contract, a holiday begins at the start of first patrol shift on the holiday and ends twenty-four and one-half (24.5) hours later.

E. An officer who is scheduled off for the holiday but is called in to work shall be paid as follows: (i) The officer shall be paid two and one-half (2-1/2) times the normal hourly rate for the hours worked outside the officer's regular shift hours; or, (ii) The officer shall be paid one and one-half (1-1/2) times the normal hourly rate for the hours worked within the officer's regular shift hours.

F. An officer scheduled to work on a holiday shall be paid one and one-half (1-1/2) times the normal hourly rate for the hours worked within the officer's regular shift hours and two and one-half (2-1/2) times the normal hourly rate for the hours worked outside the officer's regular shift hours. Regular shift hours are defined as an officer's normal work day for any shift beginning on a designated holiday and including more than half of said shift hours within the twenty-four and one-half (24.5) hour holiday period, provided such shift shall conform to the regular shift starting times specified in Article IV, Section 1, Paragraph C. An officer held over from a non-holiday (or a different holiday) shift into the holiday hours shall be entitled to overtime at the rate of two and one-half (2-1/2) times the officer's normal hourly rate. An officer held over after the end of the holiday period into a non-holiday shift shall be entitled to overtime at the rate of one and one-half (1-1/2) times the officer's normal hourly rate for the non-holiday hours worked.

## SECTION 2.- HOLIDAY/PERSONAL LEAVE

The City will grant employees one hundred thirty six (136) hours of holiday/personal leave time off per calendar year at straight time which the employee can take off work in lieu of having scheduled holidays and personal days off and/or holiday premium pay in excess of the one and one-half (1-1/2) time rate. Said holiday/personal leave may only be taken provided twenty-four (24) hours advance notice of the request has been given to the supervisor and the requested time off does not create a requirement for overtime operation. Holiday/personal time off may be granted with less than twenty-four (24) hours of notice at the supervisor's discretion. Holiday/personal leave for new employees will be earned on the basis of thirty-four (34) hours personal leave for each completed calendar quarter worked during the remainder of the first calendar year of employment. All other employees will be credited with one hundred thirty six (136) hours of holiday/personal leave on January 1 of each year. Holiday/personal leave may be accumulated by an employee up to a total of two hundred seventy two (272) hours and may be used in conjunction with an employee's vacation with approval of the department head. Personal leave accumulated in excess of two hundred seventy two (272) hours shall be lost. Personal time off shall be taken in a minimum of fifteen (15) minute increments.

Once each calendar year an employee may sell back up to 110.5 hours (i.e., the holiday portion) of accrued holiday/personal leave at the employee's current hourly rate of pay. Said compensation will be paid with the normal payroll but, if the compensation is for forty (40) or more hours, it shall be issued as a separate payment for said pay period.

## SECTION 3.- ELIMINATION OF PREMIUM PAY FOR SUNDAY

All regularly scheduled hours worked on Sunday shall be paid at each officer's straight time hourly rate as specified in this contract. The members of the bargaining unit acknowledge that additional pay increments negotiated as a part of the contract dated April 1, 1999, through March 31, 2002 were accepted by the bargaining unit as payment in full for discontinuing the prior practice of paying a premium rate for hours worked on Sunday

## ARTICLE VII

### VACATION

#### SECTION 1.- VACATION EARNED

- A. Each full time employee, after service of one year with the City not including prior employment with the State of Ohio or any other political subdivision of the State of Ohio, shall have earned and will be due upon the completion of said first year of employment with the City, and annually thereafter, eighty-two hours of vacation leave with full pay. One year of service shall be computed on the basis of twenty-six biweekly pay periods. "Annually thereafter" as set forth above shall be interpreted in such a way as to allow employees to take their vacation any time between January 1 and December 31, regardless of when that employee's anniversary date falls, after one completed year of service with the City.
  - 1. A full time employee with seven or more years of service with the City shall have earned and is entitled to one hundred twenty-four hours of vacation leave with full pay.
  - 2. A full time employee with fourteen or more years of service with the City shall have earned and is entitled to one hundred sixty-six hours of vacation leave with full pay.
  - 3. A full time employee with twenty-four years of service with the City shall have earned and is entitled to two hundred eight hours of vacation leave with full pay.
  - 4. Each additional five (5) year period of service with the City after twenty-four (24) years will add forty-two (42) hours to the employee's annual vacation leave.
- B. After one year of service with the City as set forth in subsection A. hereof, annual vacation leave shall be credited to each employee on January 1 of each year. If during the calendar year, an employee attains enough years of service to entitle him/her to an additional week of vacation, such additional vacation leave shall be credited to the employee on his/her employment anniversary date.
- C. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual of three years. Such excess leave shall be eliminated from the employees leave balance. For purposes of calculating vacation leave accrual limits pursuant to this Section, employees may accrue and carry over the amount of vacation the particular employee was eligible to accrue over the previous three years of service.
- D. An employee who was previously employed by the State of Ohio or any political subdivision of the State of Ohio, earning vacation credits currently, is entitled to have his/her prior service with any of these employers counted as service with the City, for the purpose of computing the amount of his/her vacation leave, except that such prior service with the State of Ohio or any political subdivision of the State of Ohio may not be counted toward the completion of the first year of employment with the City which is a requirement for an employee to be eligible for vacation leave as set forth in subsections A. through D. hereof.

#### SECTION 2.- PRO-RATED VACATION PAY

An employee who terminates and who has been in the employ of the City for one or more years shall, if eligible, receive pay for any vacation to which he/she is entitled by Section 1 of this Article, if such vacation has not been taken, up to three (3) years vacation.

### SECTION 3.- VACATION ACCUMULATION, CONVERSION OF SICK LEAVE, SCHEDULING

- A. The above schedule is in addition to any recognized holiday which may fall within an employee's vacation period. If a holiday falls within an employee's vacation period, the employee shall receive an additional day off in conjunction with his/her vacation period and shall not receive an additional day's pay for that day.
- B. Vacation time earned cannot be accumulated in excess of three (3) years. Vacation time accumulated in excess of three (3) years will be lost.
- C. Each year an employee with an unused sick leave hours balance as of December 31 may convert up to forty (40) hours of that balance to vacation leave hours on a one for one (1:1) basis. An employee opting for such a conversion shall make written application to the Finance Department during the month of December; such applications must be received in the Finance Department no later than December 31.
- D. Selection of vacation shall be by seniority and shift. There shall be a schedule posted by the 15th of January of each year so an employee may make his/her selection between January 15 and March 15 of each year; however, after March 15, vacations can then only be changed with approval of supervisor and on "open dates". If the employee decides to split his/her vacation, he/she may do so, but only after everyone has had a chance to pick a date for their vacations. The second choice will also be by seniority.
- E. After the vacation dates are selected, a vacation request form must be submitted to the supervisor not more than thirty (30) or less than fifteen (15) days prior to the scheduled starting date. Vacations may be canceled anytime up to the vacation date and rescheduled on open dates. Emergency and other situations will be handled without regard to the above procedure by the officer and his/her supervisor.
- F. Vacations of three (3) days or less duration may be scheduled without regard to the above with approval of shift commander and Police Chief.
- G. Vacation leave shall be taken in a minimum of fifteen (15) minute increments.

### SECTION 4.- PAYMENT FOR UNUSED VACATION UPON RETIREMENT

Upon separation from City service for retirement, a Police Officer shall be entitled to compensation at his/her current rate of pay for all lawfully accrued and unused vacation leave, to his/her credit at the time of separation, up to three (3) years accumulation.

ARTICLE VIII

SENIORITY

SECTION 1.- DEFINITION

- A. Seniority shall be defined as the uninterrupted length of continuous full time service with the City of Fairfield.
- B. City service or length of service shall be defined as a period of time, measured in years, months, and days that an officer has accumulated as a permanent appointee in the service of the City.
- C. It is agreed that a probationary officer, or a provisional or a temporary officer, shall have his/her job classification seniority and his/her City service dated from his/her date of hire, provided he/she receives a permanent appointment without a break in service.
- D. All officers shall serve a probationary period of one (1) year as defined herein and can be removed from the service during this period subject to provisions of the Ohio Revised Code. The probationary period for newly appointed Police Officers shall begin upon employment and conclude twelve months after obtaining the Ohio Peace Officer certification. The probationary period for officers with said certification at employment shall conclude after twelve months service with the City of Fairfield. Employees missing thirty (30) or more scheduled work days during his/her probationary period shall have the probationary period extended for the total number of scheduled work days missed. Any extension of the probationary period shall not affect any scheduled pay increase, insurance coverage, calculation of seniority or any other terms of employment other than the extension of the probationary period itself.

## ARTICLE IX

### LEAVES AND LEAVES OF ABSENCE

#### SECTION 1.- LEAVES OF ABSENCE

Leaves of absence without pay may be granted in accordance with the Civil Service Commission Rules and Regulations.

#### SECTION 2.- REINSTATEMENT

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

#### SECTION 3.- FUNERAL LEAVE

- A. An employee will be granted funeral leave totaling three (3) scheduled working days without using sick leave, for such time as may be reasonably needed for the purpose of attending the funeral of a member of his/her immediate family. An employee will be paid his/her normal straight time hourly rate for any such funeral leave.
- B. To be eligible for payment, an employee must produce some evidence of said death in the form of a public notice or its equivalent. For the purposes of this Section "Immediate Family" shall be construed to mean husband, wife, child, mother, father, brother, sister, stepchild, stepmother, stepfather, grandmother, grandfather, grandchild, great-grandmother, great-grandfather, mother or father of wife or husband, foster parents, foster child residing in the officer's home, son-in-law, daughter-in-law, grandmother or grandfather of wife or husband, brother-in-law or sister-in-law. In addition, an officer will be granted funeral leave for one other person who has resided in the officer's household for a period of one year prior to the date of death.

#### SECTION 4.- MILITARY LEAVE

Permanent public employees of the City of Fairfield who are performing military duty shall receive pay in accordance with Ohio Revised Code Section 5923.05, but shall not receive payments in excess of those required by Ohio Revised Code Section 5923.05. "Permanent public employee" and "military duty" as used in this Section are as defined in Ohio Revised Code Section 5903.01.

#### SECTION 5.- SICK LEAVE PROVISIONS

- A. One hundred two (102) hours of sick leave shall be granted to each officer on January 1 of each year. There will be a maximum accumulation of one thousand twenty (1,020) hours of sick leave. Accumulated sick leave in excess of one thousand twenty (1,020) hours shall be paid by the City on a one-for-one basis prior to February 1 of any year. Sick leave may be used upon approval of the appropriate administrative officer of the City for any of the causes set forth below:
  - 1. Absence due to personal illness.
  - 2. Absence due to personal injury.
  - 3. Exposure to contagious disease which could be communicated to other employees.
  - 4. Serious illness or injury or death in the employee's immediate family which for this SECTION shall include: husband, wife, father, mother, sister, brother, son, daughter, in-laws, foster parents, and step parents.
  - 5. Pregnancy.
- B. Sick leave shall be taken in a minimum of fifteen (15) minute increments.

## SECTION 6.-PAYMENT FOR ACCRUED BUT UNUSED SICK LEAVE UPON RETIREMENT

- A. Retirement means disability or service retirement from the City of Fairfield, Ohio, under any State or Municipal retirement system applicable to the City of Fairfield, from which the employee will begin drawing benefits immediately. Payment for accumulated unused sick leave of employees in the bargaining unit who retire shall be made as follows:
  - 1. An employee who retires from the City with ten (10) or more full years of service with the State of Ohio and political subdivisions of the State of Ohio, or any combination thereof, shall be paid in cash for one-fourth (1/4) the value of his/her accrued but unused sick leave credit. Payment under this Section shall not exceed the value of two hundred fifty-five (255) hours of accrued but unused sick leave.
  - 2. An employee who retires from the City with ten (10) or more full years of service with the City of Fairfield shall be paid in cash for the value of his/her accrued but unused sick leave.
- B. Payments under the above Sections shall be based upon the employee's rate of pay at the time of retirement and eliminates all sick leave credit accrued but unused by the employee at the time payment is made. Upon the death of an employee entitled to a payment under this Section, such payment shall be made to the surviving spouse or his/her heirs. Upon the death of a present employee of the City, the surviving spouse or heirs of the employee shall be paid for the value of the accrued unused sick leave of the employee at the time of death, whether or not the employee would otherwise have been entitled to payment under this Section.
- C. A one hundred two (102) hour sick leave bank will be established for all new officers that will be available for their use in order to be paid if they have not accumulated sufficient sick leave and are off work. This bank is for the first year of employment only, and must be repaid in future years from sick leave accumulated.

## SECTION 7.- RECUPERATIVE LEAVE (Subject to Memorandum of Understanding executed on January 17, 2025)

- A. The City of Fairfield will grant to the officers of the Police Department up to a total of one (1) calendar year recuperative leave with full pay after use of five (5) consecutive work days accumulated sick leave, if available, for any disabling injury or illness which may be from time to time incurred by such officers while on active duty and which is directly caused by conditions of employment and which occurred within the scope of employment as a Police Officer. The City may decide to waive the requirement to use sick leave, but a City decision not to waive the requirement to use sick leave shall not be subject to grievance under this contract. Aggravations or reoccurrences of an injury or illness shall not result in recuperative leave in addition to the one (1) calendar year provided in this Section. Recuperative leave under this Section shall not be used for periods of less than five (5) consecutive work days for original injuries or illnesses or aggravations or reoccurrences thereof. In order to be eligible for such recuperative leave or a continuation thereof for an aggravation or reoccurrence of an injury or illness, it shall be necessary that the injured or ill officer obtain a statement from a licensed physician stating that such officer, because of such injury or illness, cannot perform the regular or ordinary duties of a Police Officer and that in the opinion of the licensed physician, based upon reasonable medical probability, the injury or illness was incurred while on active duty, was directly caused by conditions of employment and occurred within the scope of employment as a Police Officer. Said physician shall also provide a statement of the anticipated duration of the disability. Upon request of the City, an officer shall submit to a physical examination by a licensed physician selected by the City for a second opinion on the officer's injury or illness and eligibility for recuperative leave and/or permanent disability. If the opinions of the City's examiner and the employee's examiner are in conflict, either the City or the employee may appeal the determination to an examiner agreed upon by the first two. All relevant records and information will be made available to the third examiner, whose opinion shall be final as it relates to the specific issues originally prompting the first required examination. The cost of the third examination shall be shared equally between the City and the employee. Both the City and the employee shall receive complete copies of all reports, findings, and recommendations of the third examiner.

B. All Police Officers on recuperative leave under this Section shall also apply for workers' compensation medical benefits. Gross payments by the City under this Section shall be reduced by the amount of any worker's compensation wage benefits or disability insurance benefits received by such Police Department member which arises from full or partial contributions made by the City of Fairfield. The City shall continue to pay the officer's full salary until worker's compensation benefits are received by the officer. The payments by the City will be adjusted for any back award of worker's compensation benefits at the time such benefits are received by the officer. Any officer who is on recuperative leave under this SECTION for at least thirty (30) consecutive calendar days shall have his/her sick leave time credited with the number of sick days used as a result of such injury or illness before the commencement of recuperative leave. If it is determined by the City's physician or the officer's physician, that the officer is permanently disabled so as to be unable to perform the regular or ordinary duties of a Police Officer, then the officer shall promptly submit a proper application for disability retirement to the Police and Firemen's Disability and Pension Fund. The officer shall provide to the City copies of all correspondence and documentation provided to the Police and Firemen's Disability and Pension Fund. The officer shall also sign a release to enable the City to obtain information from the Police and Firemen's Disability and Pension Fund regarding the status of his/her retirement application and/or will assist the City in obtaining such information. The determination of disability retirement eligibility by the Police and Firemen's Disability and Pension Fund shall be binding upon the officer and the City. Any officer who is determined to be eligible for disability retirement shall retire immediately. If the officer applies for disability retirement under the Police and Firemen's Disability and Pension Fund, the recuperative leave shall continue until the officer has been on recuperative leave a total of one (1) calendar year, to include all recuperative leave prior to filing for disability retirement, or until the effective date of disability retirement, whichever occurs first. In no case shall any officer be continued on recuperative leave under this Section for more than one (1) calendar year total.

C. Officers on recuperative leave under this section shall be entitled to their normal vacation, personal leave and uniform allowance, unless they are on leave under this Section for more than six (6) continuous calendar months, in which case the officer's vacation, personal days and uniform allowance shall be reduced in proportion to the total period for which they were on leave under this Section. (Example: If an officer were on leave under this section for seven [7] continuous months, his annual vacation, personal days and uniform allowance for the calendar year in which his leave under this section ended, would be reduced by seven-twelfths [7/12].) In the further event that there is a basic uniform change (i.e., not merely a seasonal uniform change) while an officer is on leave under this Section, there shall be no proration of the uniform allowance after six (6) months and the officer shall receive his/her full uniform allowance. The uniform allowance of an officer on leave under this Section shall not be paid with the other officers' uniform allowance, but shall be paid upon the officer's return to active duty so as to allow the City to prorate the uniform allowance payment, if necessary. If an officer retires without returning to active duty, no accrued uniform allowance or accrued personal leave will be paid. Officers on leave under this Section shall not be entitled to any holiday pay, in addition to their normal pay. Officers on recuperative leave under this Section shall not engage in any employment or occupation in which the officer identifies himself or herself as a Police Officer during such recuperative leave. An officer on recuperative leave shall continue to receive any shift differential pay on the basis of the officer's shift assignment when the recuperative leave began; however, to the extent that such officer is able to attend a court proceeding or similar duty while on recuperative leave, the officer shall not be entitled to additional pay for such duty.

D. In cases where the police officer can recover lost wages from a third party, the City of Fairfield shall be subrogated to those wages paid during recuperative leave, and the Police Officer shall pay to the City of Fairfield such wages upon recovery from the third party.

#### SECTION 8.- PATERNITY/MATERNITY LEAVE

The City will provide up to three (3) days of paid paternity/maternity leave to a Police Officer who personally, or whose spouse, gives birth of a child, or adopts a child age one (1) year or less. The leave may be taken within the two (2) week period following the birth of a child or day the newly adopted child arrives at the Police Officer's home. The Police Officer will be paid only for those scheduled days of work

the Police Officer is absent as a result of this leave. Police officers will not be paid for days scheduled off which fall in the approved leave period described above.

#### SECTION 9.- INDEPENDENT PHYSICAL OR MENTAL EXAMINATION

A. The City may require a physical or mental examination of an employee if the City gives a reason(s) in writing to the employee for the required examination. If the City requires the physical or mental examination and the employee is removed from duty, the employee shall be placed on paid administrative leave or recuperative leave, if applicable. When the results of the examination are available, the City shall determine the employment status of the employee subject to the employee's rights to contest such action under the terms of this contract.

B. Whenever an employee presents a doctor's diagnosis in justification of any medical leave, a doctor's certification to return to work or a request for a reasonable accommodation due to the employee's physical or mental limitations, the City may require the employee to have a physical or mental examination by a physician or psychologist selected by the City. The results of the examination will be provided to the City and the City will pay the fee for the examination.

C. If the opinions of the City's examiner and the employee's examiner are in conflict, either the City or the employee may appeal the determination to an examiner agreed upon by the first two. All relevant records and information will be made available to the third examiner, whose opinion shall be final as it relates to the specific issue(s) originally prompting the first required examination. The cost of the third examination shall be shared equally between the City and the employee. Both the City and the employee shall receive complete copies of all reports, findings and recommendations of the third examiner.

D. If it is determined that the officer is permanently disabled so as to be unable to perform the regular or ordinary duties of a Police Officer, then the officer shall promptly submit a proper application for disability retirement to the Police and Firemen's Disability and Pension Fund. The officer shall provide to the City copies of all correspondence and documentation provided to the Police and Firemen's Disability and Pension Fund. The officer shall also sign a release to enable the City to obtain information from the Police and Firemen's Disability and Pension Fund regarding the status of his/her retirement application and/or will assist the City in obtaining such information. The determination of disability retirement eligibility by the Police and Firemen's Disability and Pension Fund shall be binding upon the officer and the City. Any officer who is determined to be eligible for disability retirement shall retire immediately.

## ARTICLE X

### ATTENDANCE INCENTIVE AWARD AND ELIMINATION OF LONGEVITY PAY

#### SECTION 1.- ATTENDANCE INCENTIVE AWARD

- A. Each permanent, full-time employee shall be paid an annual incentive award of \$225.00 if the employee achieves perfect work attendance.
- B. This benefit will be paid on or before January 15 of the year following the year of perfect attendance.
- C. Employees absent from work due to vacation, holiday leave, funeral leave, personal days, attendance at seminars, training functions, or other duty-related absences from the normal work schedule shall not be considered absent from work for purposes of this benefit.
- D. The period for measuring such attendance record shall commence on the first day of the first pay period paid in a calendar year and end on the last day of the last pay period paid in the same calendar year.
- C. Newly employed and separating employees shall be eligible for a prorated benefit based upon one-twelfth (1/12) of the award, as merited by the employee's attendance for each completed service month. To receive credit for a service month, the employee shall have worked in that entire month.

#### SECTION 2.- ELIMINATION OF LONGEVITY PAY

The members of the bargaining unit acknowledge that additional pay increments and steps negotiated as a part of the contract dated April 1, 2002, through March 31, 2005 were accepted by the bargaining unit in lieu of the prior practice of paying longevity pay.

## ARTICLE XI

### PENSION, INSURANCE, AND DEFERRED COMPENSATION PLANS

#### SECTION 1.-PENSION PLAN

The City will "pick-up" police contributions to the Police and Firemen's Disability and Pension Fund by the "salary reduction method" in accordance with IRS regulations.

#### SECTION 2.- HEALTH AND DENTAL BENEFITS PLAN

A. On the earliest date when FOP members can be transitioned, the City will make available to all eligible bargaining unit employees the same major medical/hospital care insurance plan(s), prescription drug plan(s) and dental plan(s) that are available to non-bargaining unit employees who are in classified or unclassified positions for the City of Fairfield. If such non-bargaining unit employees are required to pay a portion of insurance premiums for the insurance plans, the same premium contribution levels shall also apply to bargaining unit employees. All insurance requirements, terms and conditions, including but not limited, to fees, contributions, co-payments, deductibles, surcharges, employer HSA contribution, and out-of-pocket maximums, specified for such non-bargaining unit City employees shall also be applicable to bargaining unit employees. If a newly hired employee elects and is deemed eligible for such coverage(s), said insurance shall be effective upon his/her hire date.

B. New hire employees; employees experiencing a "qualified event" as defined by Section 125 of the Internal Revenue Code, or employees during open enrollment, who waive all City offered group health benefits, shall be compensated twelve hundred dollars (\$1,200), pro-rated at \$100 per full month, for such non-participation during a full plan period (typically one-year) or as otherwise established by the plan documents. Said compensation for non-participation will be paid during the first calendar month following the end of the applicable plan period. Compensation for non-participation shall not be paid to an employee who receives coverage as the spouse of another City employee.

Employees desiring to waive coverage shall execute a written declination of coverage or elect to waive in the appropriate benefits portal, which acknowledges that the City shall have no responsibility or liability for the health or dental benefits or expenses of the employee or his/her dependents and that re-enrollment in the plan(s) shall be subject to the provisions of the respective medical/prescription or dental benefits plan.

C. The City will contribute eighty-three percent (83%) of the total monthly cost of the employees' medical and dental insurance premium. Employees will contribute the remaining seventeen percent (17%) of the total monthly cost of the employee's medical and dental insurance premiums via payroll deduction from the first two (2) pay periods each month. If an employee's wages during such a pay period are not sufficient to pay the employee's portion of the premium(s), the City will bill the employee for his/her full portion of the premium. The employee shall remit his/her full portion of the insurance premium to the City within 30 days of the date of the invoice or said insurance will be terminated.

D. Health Savings Account (HSA) Contribution- The following shall apply if an employee selects coverage under a High Deductible Health Plan (HDHP) that qualifies the employee to make contributions to an HSA:

1. The City will contribute to an employee's HSA account a maximum of \$700 for each single plan and \$1,800 for each family plan for each plan year that an employee is enrolled in the HDHP plan.
2. The City contribution will be made in twelve (12) prorated monthly payments during the first pay period of each month beginning the first month of the new plan year.

3. Employees who are not enrolled in a group Medical Plan for a full plan year who experience a qualifying life event and enroll in a HDHP will be paid a monthly prorated portion of the HSA contribution set forth in this Section.
- E. FOP maintains participation in the Joint Benefit Cooperative per Administrative Policy adopted by the City Manager and referenced in Appendix C.

*(Note- Appendix D is incorporated by reference regarding the Employee Benefits Trust Fund)*

- F. The City will provide health insurance and group life insurance until the expiration of all vacation leave, sick leave, recuperative leave, vacation leave and other approved leaves of absence.

### SECTION 3.-GROUP LIFE INSURANCE

The City will provide, at no cost to each employee, group life insurance consisting of \$50,000 coverage on each employee. An employee may purchase, at his/her own expense, \$10,000 of life insurance on the employee's spouse and \$10,000 on each eligible child. In addition, Police Officers will be permitted to purchase additional units of life insurance as an add-on to the existing City provided policy, if allowed by the insurance company. Such additional life insurance will be at the Officer's own expense.

### SECTION 4.- DEFERRED COMPENSATION PLAN

A voluntary deferred compensation plan by payroll deduction will be provided by the City.

### SECTION 5.- DISABILITY INSURANCE

A voluntary short-term and long-term disability plan will be made available by the City, so long as there is sufficient participation by all City employees in accordance with the carrier's minimum participation requirements.

This coverage will be fully funded by the participating employees. The City will arrange for payroll deductions and for the other necessary administration to make the insurance available.

ARTICLE XII  
ALCOHOL AND DRUG TESTING

The City and the Union agree that all employees covered by this bargaining unit shall be subject to a program of reasonable suspicion testing, random testing, post-accident testing, and return to duty and follow-up testing to identify any alcohol misuse or use of controlled substances without a licensed physician's written prescription in accordance with the following provisions.

Purpose: The purpose of this program is to aid in the prevention of accidents and injuries from the misuse of alcohol or the use of controlled substances by employees of the City.

Procedure:

A. General

1. The misuse of alcohol and the use of controlled substances can cause grave harm to not only the person using the substance but also to fellow employees and citizens. The effects of alcohol misuse or drug use are magnified when the individual is responsible for safety-sensitive functions.
2. This program prohibits any alcohol misuse that could affect the performance of an employee on the job. This includes:
  - a. Use on the job (except as may be required in the performance of duties by a Police Officer);
  - b. Use during the four hours before reporting for duty;
  - c. Having prohibited concentrations of alcohol in the system while on duty;
  - d. Use during eight hours following an accident; and;
  - e. Refusal to take a required test.
4. This program prohibits any controlled substance use without a licensed physician's written prescription.
5. This program mandates that employees be subject to pre-employment testing, reasonable suspicion testing, random testing, post-accident testing, return to duty and follow-up testing.
6. The testing procedures utilize an evidential breath device for alcohol testing and urine specimen collection for controlled substance testing. Every effort will be made to protect the employee and the integrity of the testing processes, to safeguard the validity of the test results, and to insure that the results are attributed to the correct employee. Alcohol testing will be performed using breath testing devices approved by the National Highway Traffic Safety Administration (NHTSA) and operated by certified Breath Alcohol Technicians (BAT). Controlled substance testing will be conducted by a Department of Health and Human Services (DHHS) certified testing laboratory.
7. Before performing an alcohol or controlled substances test under this program, the City will notify an employee that the alcohol or controlled substances test is required under this program.
8. Any questions regarding the language, implementation, or consequences of this program shall be brought to the attention of the Assistant City Manager or Human Resources Director, and are subject to the grievance and arbitration procedures and/or civil service law and procedure as applicable pursuant to this agreement.
9. All testing and split sample procedures shall be in accordance with the standards in effect

for the testing of holders of Commercial Drivers Licenses as of April 1, 2002. Testing of samples under this program shall not be performed by any law enforcement agency.

B. Definitions:

For purposes of this program, the following definitions shall apply:

1. The term *illegal drug* means drugs and controlled substances, the possession or use of which is unlawful, pursuant to Federal, State, and local laws and regulation.
2. The term *controlled substance* includes any illegal drug and any drug that is being used illegally, such as a prescription drug that was not legally obtained or not used for its intended purposes or in its prescribed quantity. The term does not include any legally obtained prescription drug used for its intended purpose in its prescribed quantity unless such use would impair the individual's ability to safely perform safety-sensitive functions.
3. The term *controlled substance abuse* includes excessive use of alcohol as well as prescribed drugs not being used for prescribed purposes, in a prescribed manner, or in the prescribed quantity.
4. The term *safety sensitive functions* includes all tasks associated with the duties of sworn Police Officers.
5. The term *while on duty* means all time from the time the employee begins to work or is required to be in readiness for work until the time she/he is relieved from work and all responsibility for performing work.

C. Prohibitions:

1. Alcohol concentration. No employee shall report to duty or remain on duty requiring the performance of his/her official duties while having an alcohol blood concentration of 0.02 or greater.
2. Alcohol possession. No employee shall be on duty while the employee possesses alcohol (except as may be required in the performance of duties by a police officer).
3. On-duty use. No employee shall use alcohol while on duty (except as may be required in the performance of duties by a police officer).
4. Pre-duty use. No employee shall report for duty within four hours after using alcohol
5. Use following accident. No employee required to take a post-accident alcohol test under this program shall use alcohol for eight hours following an accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.
6. Controlled substance use. No employee shall report for duty or remain on duty requiring the performance of police duties when the employee uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely perform his/her duties. An employee is required to inform his/her supervisor of any therapeutic drug use.
7. Controlled substance testing. No employee shall report for duty or remain on duty if the employee tests positive for controlled substances.
8. Refusal to submit to required alcohol or controlled substances test. No employee may refuse to submit to a required alcohol or controlled substance test. Employees notified of alcohol or controlled substance tests will immediately submit to such testing as directed by his/her supervisor. Failure to submit to testing as directed by the employee's supervisor

shall constitute refusal to submit to the testing. An employee refusing to undergo such tests will not be permitted to remain on duty and will be treated as having failed the prescribed alcohol or drug test.

D. Tests Required:

1. **Pre-employment.** Prior to the first time an employee performs safety sensitive functions for the employer, the employee must undergo testing for alcohol and controlled substances. This requirement pertains to all new hires and existing employees transferred to a position requiring the employee to perform safety sensitive functions. The City is under no obligation to hire an applicant who fails a drug or alcohol test.
2. **Post Accident Testing.** As soon as practical after an accident involving an employee on duty, an employee may be tested for alcohol and controlled substances. An accident is defined as one which involves the loss of human life or the employee receives a citation under state or local law for a moving traffic violation arising from the accident. An employee who is subject to post-accident testing shall remain readily available for such testing or shall be deemed by the City to have refused to submit to testing. The required testing shall not delay necessary medical attention for injured people following an accident or prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.
3. **Random testing.** At a minimum, 5% of the average number of Police Officers in the City workforce will undergo annual alcohol testing. The minimum annual percentage rate for random controlled substance testing is 25% of the average number of Police Officers in the City workforce. The selection of Police Officers for random alcohol and controlled substances testing shall be made by a scientifically valid method provided by the City's drug-testing facility. Under the selection process used, each Police Officer shall have an equal chance of being tested each time selections are made.
4. **Reasonable suspicion testing.** Employees are required to submit to testing based on "specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee." Said observations shall be reduced to writing as soon as practical after an employee is ordered to report for such testing. Reasonable suspicion testing is authorized during, just preceding, or after a period of the work day the employee is required to be drug or alcohol free.
5. **Return to duty testing.** After an employee fails to take or pass an alcohol or controlled substance test, the employee will be required to undergo and pass another test before the employee is permitted to return to duty.
6. **Follow-up testing.** Employees who are reinstated after evaluation for alcohol misuse and/or use of controlled substances shall be subject to unannounced follow-up testing as directed by a substance abuse professional (minimum of 6 tests during the first 12 months after the return to work).

E. Consequences For Violating Alcohol and Drug Prohibitions:

1. Each employee who has engaged in conduct prohibited by this program shall be advised by the City of the resources available to the employee in evaluating and resolving problems associated with the misuse of alcohol and use of controlled substances, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs.
2. **Alcohol.** Following a determination that the employee has violated the alcohol prohibitions, including having a test result of 0.04 BAC or greater, the employee must be removed from, and cannot return to, duty until, at a minimum:

- a. The employee undergoes and completes at his/her expense, evaluation, and where necessary, rehabilitation within ninety (90) days of the initial positive test;
- b. A substance abuse professional determines and signs a statement (see SECTION F below) that the employee has successfully complied with any required rehabilitation and is fully able to return to duties and;
- c. The employee undergoes at his/her own expense, return to duty test administered by the City with the result of less than 0.02 BAC;
- d. The employee undergoes at his/her own expense, follow-up testing, administered by the City, after the return to work as directed by the substance abuse professional (a minimum of 6 tests in the first 12 months following the return to work).

An employee with an alcohol concentration of 0.02 or greater, but less than 0.04, will not be permitted to return to duty for a minimum of 24 hours and must undergo a return to duty test administered by the City with the result of less than 0.02 BAC within 48 hours of the initial test.

3. **Drugs.** Following a determination that an employee has misused controlled substances, as determined through testing, this program requires that an employee be removed from duty until, at a minimum:
  - a. The employee undergoes and completes, at his/her expense, evaluation and, where necessary, rehabilitation within ninety (90) calendar days of the initial positive test;
  - b. A substance abuse professional determines that the employee has successfully complied with any required rehabilitation, that the substance abuse professional signs a statement indicating the employee is fully able to return to his/her duties, and the employee takes, at his/her own expense, a return-to-duty test with a verified negative test result.
  - c. The employee undergoes at his/her own expense, follow-up testing administered by the City, after the return to work as directed by the substance abuse professional (a minimum of 6 tests in the first 12 months following the return to work).
4. The employment of any employee governed by this program who tests positive for alcohol and/or controlled substances after return to duty following an initial positive alcohol and/or controlled substance test shall be subject to disciplinary action in accordance with the terms of this collective bargaining agreement.

F. Return To Work Certificate: See Appendix B.

G. Acknowledgment of Program and Materials:

Each employee shall acknowledge that he or she has received a copy of the foregoing Alcohol and Drug Program, including a copy of the Return to Work Certificate, has read its contents, has received information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or a controlled substance problem; and available methods of intervening when an alcohol or a controlled substance problem is suspected, including confrontation, referral to an employee assistance program and/or referral to management; and understand that he or she may be disciplined for failure to comply with the foregoing program in accordance with the terms of this collective bargaining agreement. Upon receipt of the foregoing information, each employee shall execute a written receipt for the same.

## ARTICLE XIII

### MISCELLANEOUS

#### SECTION 1.- EDUCATIONAL ASSISTANCE

- A. The expenses for permanent full-time employees who are required or requested by the City Manager to attend training schools, seminars, or other instructional or educational programs including examinations to increase their knowledge and further their competency in their occupation with the City, shall be paid by the City as follows:
  1. Registration fees, tuition or charges for the training school, seminar, or educational or other instruction program.
  2. Reimbursement for meals at the rate established by City policy and adopted by City ordinance.
  3. Mileage reimbursement for car expenses when an employee is not provided a City-owned vehicle, at the rate established by City policy and adopted by City ordinance. Bus, train, or air fare at tourist rate is provided for lengthy trips, when such method of travel is approved by the City Manager.
  4. Single occupancy hotel or motel charge.
  5. Salary or hourly rate will be paid when schools, etc., are attended during employee's normal work day.
  6. Travel pay for time actually spent in travel to and from schools, etc., shall be paid at the employee's normal hourly rate or at one and one-half (1-1/2) times the normal rate, depending upon whether such travel time is over and above employee's normal scheduled work hours.
- B. Checks are to be issued in advance of the attendance of the employee for 1, 2, & 4 of Section 2. Expenses shall be verified by the employee submitting an itemized expense account for Items 1, 3, & 4 within fifteen (15) days of completion.  
Item 2 shall be paid only when Item 4 is required. However, the City will reimburse the employee lunch money at the GSA per diem rate for the area or nearest area where the training is located. This pertains only to lunch expenses for one day training schools or seminars where lunch is not included in the registration or admission cost.
- C. In the event of overpayment of estimated expenses, the employee shall deliver payment for the difference when filing his/her expense account. In the event of underpayment, the City shall issue a check for the difference on or before the date of the paycheck of the employee for the next pay period.

#### SECTION 2.- UNIFORM ALLOWANCE

Police Officers will be paid the sum of One Thousand (\$1,000.00) as a uniform allowance payable by February 1 of each calendar year. If a member receives the allowance and voluntarily terminates his/her service during the year, a prorated portion of the allowance based upon the date of voluntary termination must be repaid to the City.

In addition to the above uniform allowance, officers assigned to non-patrol, Squad 4 duties which require them to wear civilian clothing shall receive an additional Three Hundred Dollars (\$300.00) per calendar year. Officers who are appointed to or leave non-patrol, Squad 4 duties which require them to wear civilian clothing, shall receive from the City or must repay to the City a prorated portion of the additional

clothing allowance amount, respectively, based upon their date of assignment.

In the event that any part of a police officer's uniform is damaged in the line of duty, the City shall reimburse the employee for the cost of repair or replacement so long as the damage is not due to normal wear or the officer's misconduct or negligence. The amount of the reimbursement may be less than the full amount based upon the age or condition of the article prior to the damage. The decision of the Police Chief or designee as to reimbursement or the amount thereof shall be final and not subject to grievance. In cases where the police officer can receive restitution from a third party, the police officer shall notify the court of jurisdiction, insurance company, and/or other applicable authority and diligently seek such restitution, and such restitution shall be paid to the City upon recovery from the third party.

#### SECTION 3.- DUTY WEAPON AND BADGE UPON RETIREMENT

Upon retirement, with at least fifteen (15) years of continuous service with the City of Fairfield, the City will give to the retiring Police Officer his/her duty weapon and uniform badge.

#### SECTION 4.- RESIDENCY

Employees shall reside anywhere within Butler County or any contiguous county in the state of Ohio (i.e., Preble County, Montgomery County, Warren County, and Hamilton County) or in Clermont County, Ohio, Dearborn County, Indiana, Franklin County, Indiana or Union County, Indiana.

#### SECTION 5.- PROMOTIONS TO SERGEANT

- A. A vacancy in the rank of Sergeant will be filled by any of the highest ranking three (3) candidates on the Civil Service eligibility list determined by a Civil Service testing procedure weighted 50% on a written test and 50% on the results of an assessment center procedure adopted by the Civil Service Commission. Credit for seniority in service shall be added to the final composite score of each candidate prior to placing candidates on the eligibility list. Only the top six candidates on a written test administered by the Civil Service Commission shall be eligible for the assessment center procedure. The parameters of the assessment center shall be subject to review by the Labor Management Committee prior to adoption by the Civil Service Commission. In the event there is a tie score relative to the sixth candidate, seniority as a fulltime Fairfield Police Officer shall determine the sixth candidate.
- B. If a vacancy occurs in the rank of Sergeant and there is no eligible list for such rank, the Civil Service Commission shall, within one hundred twenty (120) days of that vacancy, complete the competitive written examination and assessment center process identified above and establish an eligible list. After the examination has been held and an eligible list established, the Commission shall forthwith certify to the appointing officer the names of three (3) persons standing highest on the eligibility list for Sergeant. Upon the certification, the appointing officer shall appoint any of the persons so certified within ten (10) days from the date of the certification. If there is a list, the Commission shall, when there is a vacancy, immediately certify the names of the three (3) persons standing highest on the eligibility list for Sergeant, and the appointing authority shall appoint any of the persons so certified within ten (10) days from the date of the certification.

#### SECTION 6. - RESIGNATION OR RETIREMENT

- A. The City expects, and the Union agrees, that employees shall make an effort to provide the City with at least two weeks written notice of the employee's separation from service due to resignation or retirement.
- B. Effective January 1, 2015, an employee who separates from City service and provides the City with a minimum of six (6) months binding written notice of resignation or retirement shall be paid a notice incentive of one thousand five hundred dollars (\$1,500) with their final pay provided that the

employee does not use more than fifty percent (50%) of the total of the employee's most recent annual accruals of vacation leave, sick leave, and personal leave during the employee's final six (6) months of employment. Standard procedures for approval of leave time will be observed.

- C. Effective January 1, 2015, an employee who separates from City service, who does not qualify for the notice incentive under Paragraph B, and provides the City with three (3) months binding written notice of resignation or retirement shall be paid a notice incentive of seven hundred fifty dollars (\$750) with their final pay provided that the employee does not use more than twenty-five percent (25%) of the total of the employee's most recent annual accruals of vacation leave, sick leave, and personal leave during said three (3) month period. Standard procedures for approval of leave time will be observed.
- D. In order to qualify for either of the incentives described in paragraph B or C above, the employee must actually separate from City service on the date specified in the written notice of resignation or retirement unless the date is extended by mutual agreement of the City and the employee.
- E. The City will provide a standard form to be used by employees who wish to qualify for either of the incentives described in paragraphs B or C above in order to assist employees in meeting all elements for the written notice required.

#### SECTION 7. – DISCIPLINE

- A. No employee shall be reduced in pay or position, suspended, discharged, or subjected to disciplinary action except for just cause.
  - 1. Discipline will be applied in a corrective, progressive, and uniform manner.
  - 2. Discipline shall generally be progressive in its application. This means that discipline imposed on an employee for repeated violations will generally progress from a lower form of discipline to a more severe form of discipline. Progressive discipline shall take into account the circumstances surrounding the incident, the nature of the violations, the employee's record of discipline, and the employee's record of performance and conduct. Serious violations or misconduct may not follow progressive discipline and may not include all discipline steps.
- B. Records of corrective counseling, oral reprimands, and written reprimands shall cease to have force and effect three years after issuance, provided no intervening misconduct of the same or similar nature has been sustained against the employee. Records of suspensions of three days or less shall cease to have force and effect four years after issuance, provided no intervening misconduct of the same or similar nature has been sustained against the employee. Suspensions of 4 days or greater shall remain a part of the employee's permanent record.

## ARTICLE XIV

### GRIEVANCE PROCEDURE

#### SECTION 1.- SCOPE OF GRIEVANCE PROCEDURE

The purpose of this Grievance Procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances in the Fairfield Police Department. A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of the terms of this written Agreement. This grievance procedure and the following arbitration article do not apply to disciplinary matters except for recommendations of termination and suspensions of two days or more. All other disciplinary matters shall be determined in accordance with civil service law and procedure.

#### SECTION 2. - REPRESENTATION, CLASS GRIEVANCES

- A. A grievance may be brought under this procedure by one or more aggrieved officers. The aggrieved officer may, at Steps 2 - 4 below, bring a grievance representative. The representative selected by an aggrieved officer may consist of any of the following persons:
  - 1. An official of the Fraternal Order of Police.
  - 2. A delegate of the Fraternal Order of Police.
  - 3. An attorney of the Officer's choice.
  - 4. Any other person of the Officer's choice.
- B. Any grievance brought by one or more officers that affects all officers, or all officers of one rank, shall be submitted directly to the Chief at Step Two.

#### SECTION 3.- TIME LIMITATIONS

- A. The aggrieved officer shall bring the grievance to his/her immediate supervisor at Step 1, below, within five (5) working days of its occurrence; or, if at the time the officer is unaware of the grievance, within five (5) working days of his/her knowledge of its occurrence. A grievance not brought within the time limits prescribed for every Step, shall not be considered timely and shall be void. In the event that a grievance is not responded to within the time limits prescribed by the appropriate management representative at each Step, the aggrieved officer shall make a written request for the response.

If the appropriate management representative does not respond within five (5) working days after the written request for the response, the grievance shall be deemed valid. The time limits prescribed herein may be waived by mutual agreement, in writing, by the aggrieved officer, and the appropriate management representative at each Step.

- B. For purposes of grievance filing times, immediate supervisor shall mean the highest ranking officer of the squad who is working at the time the grievance is filed. In the event that a grievance is filed with a sergeant or senior officer under this Section, the sergeant or senior officer shall not rule on the grievance, but shall transmit the grievance to the Major of the squad, or in the absence of a Major, to the Chief of Police. In that case, the Major or Chief of Police shall have five (5) working days after their receipt of the grievance to rule in accordance with Step 1, below.

#### SECTION 4.- STEPS

- A. Step 1 - The aggrieved officer shall meet with his/her immediate supervisor within the prescribed time limits, and orally discuss the grievance. The immediate supervisor shall make a decision and orally communicate this decision to the aggrieved officer within five (5) working days for the initial presentation of the grievance. Every effort shall be made by the officer and the immediate

supervisor to resolve the grievance at this level.

- B. **Step 2** - If the grievance is not resolved in Step 1, the aggrieved officer shall submit a written grievance to the Chief of Police within five (5) working days following the supervisor's oral response. The written grievance at this Step and all Steps thereafter, shall contain the following information; (1) a statement of the grievance; (2) the facts upon which it is based; (3) the remedy or adjustment sought; and (4) the signature of the aggrieved officer. The Chief of Police shall respond in writing to this grievance within five (5) working days of its receipt. The written response at this Step, and management responses at all Steps thereafter, shall contain the following information: (1) an affirmation or denial of the facts upon which the grievance is based; (2) an analysis of the validity of the grievance; (3) the remedy or adjustment, if any, to be made; (4) the signature of the appropriate management representative. The Chief of Police shall retain one copy of the grievance and disposition and forward one copy to the City Manager's representative or City Manager.
- C. **Step 3 - City Manager's Representative.**
  - 1. Should the aggrieved officer not be satisfied with the answer he or she received in Step Two within three (3) working days after his or her receipt thereof, he or she may refer grievance in an original and two copies to the City Manager's representative.
  - 2. The grievance at this Step shall be submitted to the City Manager's Representative in writing, using the form supplied by the FOP.
  - 3. The member-grievant may choose the appropriate unit steward or the authorized representative of the appropriate unit steward and/or a non-employee, duly accredited representative of the FOP to accompany him/her to the meeting at this Step. The City Manager's representative may request the attendance of any other person(s) as he/she deems necessary.
  - 4. The City Manager's representative shall respond to this grievance in writing with his or her answer reproduced on the original and all copies of the grievance form and shall return the original and one (1) copy thereof to the aggrieved officer within ten (10) working days after his/her receipt of the grievance forms.
- D. **Step 4 - City Manager**
  - 1. Should the aggrieved officer not be satisfied with the written answer he or she received in Step Three, within three (3) working days after his or her receipt thereof, he or she may submit the original of the grievance form and one (1) copy to the City Manager and request that the meeting contemplated by this Step Four be scheduled.
  - 2. Upon receipt of the original and one (1) copy of the written grievance form, the City Manager shall have them time-stamped to show the date of his or her receipt of them and shall schedule a meeting to be held within five (5) working days of his/her receipt of the grievance form.
  - 3. The aggrieved officer may choose the appropriate unit steward or the authorized representative of the appropriate unit steward to accompany him or her to the meeting at this Step. In addition, the aggrieved officer may choose a non-employee, duly-accredited representative of the FOP to attend this meeting.
  - 4. Upon completion of the Step Four meeting, the City Manager shall determine whether the Step Three answer is consistent with this Agreement, Employer policies, applicable provisions of the Ohio Revised Code, Civil Service Statutes, the Fairfield Charter, and the Rules of the Fairfield Civil Service Commission.
  - 5. The City Manager shall render his/her decision in writing on both copies of the grievance and return a copy to the aggrieved officer and to the appropriate representative of the FOP within five (5) working days after the meeting with the aggrieved officer.

## SECTION 5- DEFINITION

A. For purposes of counting time, "working days" as used in this Article is a day the member of the bargaining unit works at least part of his/her regularly scheduled shift and, as to management, Monday through Friday, exclusive of Holidays. Working days does not include any day that the member of the bargaining unit or management employee is on vacation leave or other approved leave of absence.

B. The time within which to file and/or respond to the grievance shall start running the first working day after 1) the event giving rise to the grievance or 2) the event giving rise to a management duty to respond to the grievance.

## ARTICLE XV

### ARBITRATION

#### SECTION 1.

Should an aggrieved officer, after receiving the written answer to his or her grievance at Step Four of the Grievance Procedure, still feel that the grievance has not been resolved to his or her satisfaction, he or she may, upon approval of the FOP, request that the grievance be heard before an arbitrator. The FOP must make written application to the City Manager for arbitration within thirty (30) calendar days of receipt of the written answer from the City Manager at Step Four. It is understood that the FOP shall make the determination as to whether any grievance is appealed to arbitration.

#### SECTION 2.

Within fifteen (15) working days following submission of the application for arbitration, a designated representative of the City and a designated representative of the FOP will consult and attempt to resolve the dispute and/or select an impartial arbitrator by mutual agreement. In the event no agreement is reached at this meeting, the parties will, by joint letter, request the American Arbitration Association or another mutually agreeable arbitration service to submit a list of arbitrators. The parties shall select the arbitrator utilizing AAA rules.

All fees and expenses of the arbitrator will be equally divided between the parties. Each party shall bear the expense of its own non-employee witnesses. The employer agrees to allow the aggrieved officer and a reasonable number of relevant employee witnesses time off with pay, if necessary, at the regular rate to attend the arbitration hearing.

#### SECTION 3.

Only disputes involving an alleged violation, misinterpretation, or misapplication of a specific term of this agreement shall be subject to arbitration. Questions of arbitrability shall be decided by the arbitrator.

The decision and award of the arbitrator shall be final and binding upon the FOP, the City and the aggrieved officer(s). The arbitrator shall issue a decision within thirty (30) calendar days after conclusion of the hearing, unless the parties agree otherwise.

#### SECTION 4.

In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances as to the misinterpretation and/or misapplication of the provisions of this Agreement (excluding the types of disciplinary actions that are subject to civil service and not arbitration), and/or compliance with the provisions of this Agreement, and in reaching his or her decision the arbitrator shall have no authority to add or subtract or modify in any way any of the provisions of this Agreement.

ARTICLE XVI

NO STRIKE

- A. Neither the FOP nor any member of the bargaining unit included in this contract shall take part in, cause, or aid any strike, slowdown, picketing except informational picketing which does not interfere with the operations of the City, or any other interference with the operations of the City during the term of this Agreement. This Section shall pertain to strikes, slowdowns, picketing and interference with the work of this bargaining unit only. In addition to other rights and remedies prescribed by law, the City shall have the right to discharge or otherwise discipline any employee violating this Section, in accordance with Civil Service law and regulations.
- B. If there is an unauthorized strike, work stoppage, interruption or impeding of work, the FOP together with its officers and agents, shall publicly denounce said violation, disclaim approval, order those taking part in such violation to return to work immediately, and instruct all interested employees of the City or other employees that said strike is not authorized and that work shall be continued. If these Steps are followed, there shall be no financial liability on the part of the FOP, or any of its officers or agents, for such violation.

ARTICLE XVII

MODIFICATION

- A. The provisions of this Agreement shall be conclusive as to all bargainable matters relating to wages, hours of work, and working conditions except that rates of pay for new classifications are bargainable. Therefore, the City and the FOP, for the lifetime of the Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or governed by this Agreement unless the City and the FOP mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.
- B. Should any provision of this Agreement be found to be in violation of any federal, state or municipal law, Civil Service rule, or order by a court of competent jurisdiction, or federal or state administrative ruling, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XVIII

AGREEMENT

The provisions of this Agreement shall be effective April 1, 2025, and shall remain in full force and effect to and including March 31, 2028, except as otherwise provided herein.

In WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their authorized representatives on this 29 day of July, 2025,

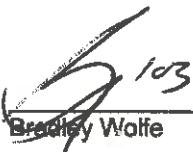
FOR THE FRATERNAL ORDER  
OF POLICE, LODGE #166



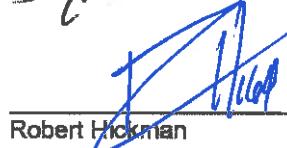
Zachary Gottesman (Legal Representative)



Robert Corner



Bradley Wolfe



Robert Hickman

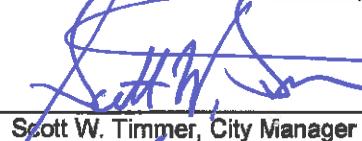


Gregory Bailes



Darin Gooch

FOR THE CITY OF FAIRFIELD, OHIO

  
Scott W. Timmer, City Manager  
Laura J. Murphy, Assistant City Manager  
Stephen Maynard, Chief of Police  
Tami Moore, Human Resources Manager

Megan Burns, Tax Administrator/Assistant  
Finance Director

  
Stephen J. Wolterman  
Assistant Law Director  
City of Fairfield, Ohio

APPROVED AS TO FORM:



## APPENDIX A

### **Addendum to Agreement Between The City of Fairfield, Ohio and Fraternal Order of Police Lodge #166 Effective April 1, 2025 through March 31, 2028, Inclusive**

This Addendum ("Addendum") is entered into July 29, 2025 by and between The City of Fairfield, Ohio (hereinafter "City") and Fraternal Order of Police Lodge#166 (hereinafter "Union"). This Addendum shall be incorporated into the provisions of the Agreement between The City of Fairfield, Ohio and Fraternal Order of Police Lodge #166 effective April 1, 2025 through March 31, 2028, Inclusive (hereinafter, "CBA"). Any inconsistency with the terms of this Addendum and the CBA shall be resolved in favor of the terms stated herein.

### **APPENDIX A - WAGE RATES AND PAY RANGES FOR APRIL 1, 2025 THROUGH MARCH 31, 2028**

	Effective Date		
	4/1/2025	4/1/2026	4/1/2027
	3.6% base/.9% lump	2.5% base/2.0% lump	2.5% base/2.0% lump
Police Officer	Hourly	Hourly	Hourly
Step			
1 Start*	35.62	36.51	37.42
2 1 Year	38.46	39.42	40.41
3 2 Years	41.54	42.58	43.64
4 3 Years	44.03	45.13	46.26
5 5 Years	45.80	46.95	48.12
6 10 Years	47.63	48.82	50.04

\* With State Certification, deduct \$3.00 per hour for beginning Police Officer without State Certification.

The lump sum will be calculated based upon 2069.75 hours after the base wage increase is applied.

**APPENDIX B**

**CITY OF FAIRFIELD, OHIO - RETURN TO WORK CERTIFICATE**

I, \_\_\_\_\_, a licensed physician (Medical Doctor or Doctor of Osteopathy), a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors

Certification Commission, certify that \_\_\_\_\_ has full and unrestricted permission  
(Name of Employee)

to return to his/her duties as a police officer for the City of Fairfield on \_\_\_\_\_  
(Date of Return)

I also certify that \_\_\_\_\_ has completed a program of assessment and rehabilitation,  
(Name of Employee)

if required. I also certify that as a part of this certification to return to work \_\_\_\_\_  
(Name of Employee)

must have unannounced follow-up testing for alcohol and/or controlled substances as follows (minimum of 6 tests in the first 12 months after returning to work):

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\_\_\_\_\_ agrees if he/she tests positive for alcohol and/or controlled substances in  
(Name of Employee)

the future, he/she shall be subject to disciplinary action in accordance with the provisions of the collective bargaining agreement with the City of Fairfield.

Signature of Doctor, Counselor, etc.

Signature of Employee

Typed Name

Typed Name

Address

Address

City, State, Zip

City, State, Zip

Telephone Number

Telephone Number

Date

Date

## APPENDIX C

### City of Fairfield, Ohio

**SUBJECT:** JOINT BENEFITS COOPERATIVE

**PURPOSE:** The purpose of the Joint Benefits Cooperative is to work with City Administration within the City's budget parameters to review insurance coverage and consider alternate coverage or benefits. The primary function of the Cooperative is to review medical insurance coverage; though, the Cooperative may also review other insurance coverage such as dental, vision, disability, and life insurance as so delegated by the City Manager.

#### 1. Policy.

- a. Cooperative Member and Chair Selection.
  - i. Each Director is responsible for appointing one (1) non-union representative to the Cooperative and one (1) non-union alternate representative.
    1. Development Services
    2. Finance
    3. Fire
    4. Parks & Recreation
    5. Police
    6. Public Utilities
    7. Public Works
  - ii. Each Bargaining Unit Local may appoint two (2) representatives to the Cooperative.
    1. American Federation of State, County and Municipal Employees (AFSCME) Council 8, Local 3646
    2. Fraternal Order of Police (FOP), Lodge 166
    3. International Association of Firefighters (IAFF), Local 4010
    4. International Union of Operating Engineers (IUOE), Local 20
  - iii. The City Manager will appoint the Assistant City Manager or Designee as his/her voting co-chair.
  - iv. Alternate representatives may only participate in official Cooperative functions and reach consensus or vote on Cooperative actions if regular Cooperative representatives are unavailable.
- b. Each Director and each bargaining unit shall have an ongoing obligation to notify the City Manager or his designee of all appointments to the Cooperative (including alternates).
- c. There shall be two (2) Chairs of the Cooperative, hereinafter referred to as "Co-Chairs". The City Manager shall designate one Co-Chair, as reference in 1(a) and the Union Cooperative Members shall designate the other from amongst their eight (8) representatives. The Co-Chairs shall not direct the City of Fairfield's broker and/or carriers to do any tasks unless specifically requested by the City Manager. The City Manager or his/her designee will be the only person to have contact with the broker or carriers.
- d. There shall be one (1) Secretary for the Cooperative, assigned by the City Manager for the sole purpose of keeping Cooperative records and notes. The Secretary shall not engage in any other Cooperative functions.
- e. The City Manager may appoint ex-officio members to the Cooperative from select Departments and/or positions to provide operational and administrative functions and expertise related to

the Cooperative. Ex-officio members shall not reach consensus/vote on Cooperative matters and recommendations.

**2. General Standards for the Joint Benefits Cooperative and Its Members.**

- a. The City may select an insurance broker or brokerage firm that may assist the Cooperative in reviewing insurance coverage and alternate coverage or benefits. The insurance broker will report exclusively to City administration/management. The Cooperative shall have no role in selecting the broker and shall not make any decisions related to the broker.
- b. Periodically Cooperative members and alternates will be required to attend training on topics relevant to the Cooperative such as interest-based bargaining and consensus decision-making. Failure to attend such training sessions may result in removal from the Cooperative by the City Manager or the City Manager's designee.
- c. Typically, the Cooperative will meet on a quarterly basis. Cooperative members are expected to attend all Cooperative meetings, but Cooperative members must attend at least 75% of the meetings in the calendar year to be eligible to reach consensus/vote on Cooperative matters and recommendations. The Cooperative Secretary will be responsible for tracking meeting attendance.
- d. By August 31<sup>st</sup> of each year, the City Manager will submit to the Cooperative the Manager's budget parameters relative to health insurance. The Cooperative will use the provided budget parameters in making recommendations to the City Manager related to insurance coverage and alternate coverage by October 31<sup>st</sup> of each year.
- e. The Cooperative will make recommendations by reaching unanimous consensus consistent with the City Manager's budget parameters. Unanimous consensus is defined as an acceptable resolution that can be supported even if it is not the favorite resolution of each individual. In the event that consensus cannot be reached, the Cooperative can make recommendations by majority vote.
- f. Participation in the Cooperative is voluntary. Cooperative representatives or alternates will not be paid overtime for attending Cooperative meetings or functions.

## **APPENDIX D**

**The City of Fairfield, Ohio will take no steps to transfer funds held in the Employee Benefit Trust Fund, fund number 702, to the City's General Fund.**

**Further, funds in the Employee Benefit Trust Fund, fund number 702, will be expended for employee health and dental benefits as set forth on City of Fairfield Codified Ordinance 32-89, effective February 27, 1989, see attached. The City agrees that it will not use the funds held in the Employee Benefit Trust Fund to provide a premium holiday to the City without contemporaneously providing employees of the City with a premium holiday**

ORDINANCE NO. 32-89

ORDINANCE ESTABLISHING AN EXPENDABLE TRUST FUND TO BE KNOWN AS "THE EMPLOYEES AND OFFICIALS BENEFITS TRUST FUND" AND DECLARING AN EMERGENCY.

WHEREAS, certain employees and officials of the City of Fairfield, Ohio pay monies to the City as trustee and/or agent for participation in group benefit plans, and

WHEREAS, the Governmental Accounting Standards Board recommends the establishment of a separate expendable trust fund to manage said monies.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. There is hereby established an expendable trust fund to be known as "THE EMPLOYEES AND OFFICIALS BENEFITS TRUST FUND".

Section 2. All monies paid to the City of Fairfield by employees or officials for the purchase of benefits under the City of Fairfield group benefit plans shall be credited to said fund and expended in accordance with the appropriations of Council for the purchase of the benefits by the employees and/or officials who contribute the monies.

Section 3. All monies paid by employees and/or officials and credited to the trust fund created herein shall be non-refundable to the employee and/or official.

Section 4. This ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that there is an immediate need to provide a lawful fund into which such monies can be credited for the purchase of group benefits; wherefore, this ordinance shall take effect immediately upon its passage.

Passed 2/27/89

Robert J. Wenzel  
Mayor's Approval

Posted 3/2/89

First Reading 2/27/89

Rules Suspended 2/27/89

Second Reading —

Emergency 2/27/89

Third Reading —

Amendment.