

AGREEMENT

between

VILLAGE OF VALLEY VIEW

and

THE FRATERNAL ORDER OF POLICE,
LODGE #67
VALLEY VIEW DIVISION

EFFECTIVE: JULY 1, 2017
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ARTICLE I

PREAMBLE

1.01 This Agreement is hereby entered into by and between the Village of Valley View, hereinafter referred to as the "Employer" and the Fraternal Order of Police, Lodge #67 Valley View Division, hereinafter referred to as the "FOP."

ARTICLE II

PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the wages, hours, terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of The Village of Valley View; 4) To avoid interruption or interference with the efficient operation of the Employer's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE III

MANAGEMENT RIGHTS

3.1 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees for just cause; 2) determine the number of persons required to be employed, laid off, or discharged for just cause; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) transfer or subcontract work; 14) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work; 15) terminate or eliminate all or any part of its work or facilities.

3.2 In addition, the FOP agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure herein contained.

ARTICLE IV

DUES DEDUCTIONS

4.1 During the term of this Agreement, the Employer shall deduct regular monthly FOP dues, fees and assessments from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions. The dues deductions shall be made from the first paycheck of each month. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next paycheck, providing the employee's check is sufficient to cover the deduction.

4.2 The Employer agrees to supply the FOP with an alphabetical list of those employees for whom dues deductions have been made.

4.3 A check in the amount of the total dues, fees and assessments withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer, F.O.P. Lodge #67 Valley View Division within thirty (30) days from the date of making said deductions.

4.4 The FOP hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this article and the FOP shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE V

NO-STRIKE

5.1 The FOP does hereby affirm and agree that it will not either directly or indirectly call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

5.2 In addition, the FOP shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the FOP shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the FOP and order all employees to return to work immediately.

5.3 It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of health and welfare of its citizens and that any violation of this article would give rise to irreparable damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this article, the Employer shall be entitled to seek and to obtain immediate injunctive relief, and any and all other remedies permissible by law.

5.4 The Employer agrees that it will not lock-out employees, nor prevent the continuity of performance of assigned work by employees in the daily and usual operations of services performed by such employees. It is understood and agreed in the event of any violation of this Article, the FOP shall be entitled to pursue any and all remedies provided for by this Agreement or by law.

ARTICLE X

TOTAL AGREEMENT

10.01 This Agreement represents the entire agreement between the Employer and the FOP and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules and regulations previously and presently in effect may be modified or discontinued after meeting and conferring with the FOP without any such modifications or discontinuances being subject to any grievance or appeal procedure herein contained.

ARTICLE XI

OBLIGATION TO NEGOTIATE

11.1 The Employer and the FOP acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining /negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

11.2 Therefore, for the life of this Agreement, the Employer and the FOP each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

11.3 Only upon mutual agreement of the parties may any provision of this Agreement be renegotiated during its term.

ARTICLE XII

HEADINGS

12.01 It is understood and agreed that the use of headings before articles or sections is for convenience and identification only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

ARTICLE XIII

LEGISLATIVE APPROVAL

13.01 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE XIV

PROBATIONARY PERIOD

14.1 The probationary period for all newly hired employees shall begin on the date of hire and shall end one (1) year after the employee completes all academy and field training requirements. The promotional probationary period shall not exceed six (6) months. Newly hired

employees shall have no seniority during probationary period; however, upon completion of the probationary period, seniority shall start from date of hire.

14.2 The Employer shall have the sole discretion to discipline or discharge newly hired probationary employees or to reduce promotional probationary employees to their previous rank and any such action shall not be appealable through any Grievance or Arbitration Procedure herein contained, or any Civil Service procedure.

ARTICLE XV SENIORITY

15.1 Seniority shall be defined as an employee's uninterrupted length of continuous full-time employment with the Employer. A probationary employee shall have no seniority until he satisfactorily completes the probationary period which will be added to his total length of continuous employment.

15.2 An employee's seniority shall be terminated when one or more of the following occur:

- a) He resigns;
- b) He is discharged for just cause;
- c) He is laid-off for a period of time exceeding eighteen (18) months;
- d) He retires;
- e) He fails to report for work for more than three (3) working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority;
- f) He becomes unable to perform his job duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable to him;
- g) He refuses to recall or fails to report to work within five (5) working days from the date the Employer sends the employee a recall notice.

15.3 If two or more employees are hired or appointed on the same date their relative seniority shall be determined by their starting time of work with the employee starting work first having greater seniority.

15.4 The Employer shall provide a current seniority list to the FOP on an annual basis.

ARTICLE XVI

GRIEVANCE PROCEDURE

16.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except for Step 1, shall have the right to be represented by an FOP Lodge #67 Representative at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

16.2 For the purposes of this procedure, the below listed terms are defined as follows:

- a) Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication, misinterpretation, or alleged violation, of only the specific and express written provisions of this Agreement.
- b) Aggrieved party - The "aggrieved party" shall be defined as only any employee or group of employees within the bargaining unit actually filing a grievance.
- c) Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- d) Days -A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or holidays as provided for in this Agreement.

16.3 The following procedures shall apply to the administration of all grievances filed under this procedure.

- a) Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- b) Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
- c) If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.
- d) The preparation and processing of grievances shall be conducted during non-working hours.

- e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the FOP, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance as adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
- f) The grievant may have a FOP representative represent him at any step of the Grievance Procedure after Step 1.
- g) The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.
- h) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
- i) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

16.04 All grievances shall be administered in accordance with the following steps of the Grievance Procedure.

Step 1:

An employee who believes he may have a grievance shall notify the Deputy Chief of the possible grievance within seven (7) days of the occurrence of the facts giving rise to the grievance. The Deputy Chief will schedule an informal meeting with the employee and his steward, if the steward's presence is requested by the employee, within seven (7) days of the date of the notice by the employee. The Deputy Chief and the employee, along with the employee's steward, if his presence is requested by the employee, will discuss the issues in dispute with the objective of resolving the matter informally.

Step 2:

If the aggrieved party initiating the grievance is not satisfied with the written decision at

the conclusion of Step 1, a written appeal of the decision may be filed with the Chief of Police within seven (7) days from the date of the rendering of the decision in Step 1. Copies of the written decision shall be submitted with the appeal. The Chief of Police shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party and his representative, if he requests one. The Chief of Police shall issue a written decision to the employee's representative and a copy to the employee, if the employee requests one, within fifteen (15) days from the date of the hearing.

Step 3:

If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor within seven (7) days from the date of the rendering of the decision in Step 2. Copies of the written decision shall be submitted with the appeal. The Mayor shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party and his representative, if he requests one. The Mayor shall issue a written decision to the employee's representative and a copy to the employee, if the employee requests one, within fifteen (15) days from the date of the hearing. If the FOP is dissatisfied with the Mayor's decision, it may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE XVII

ARBITRATION PROCEDURE

17.1 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within ten (10) days after the rendering of the decision at Step 3 or a timely default by the Employer at Step 3, the FOP may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, then the panel members' names will be stricken alternately until one name remains who shall be designated the arbitrator to hear the grievance in question.

17.2 The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

17.3 The arbitrator shall not decide more than one grievance on the same hearing day(s), except by the mutual written agreement of the parties.

17.4 The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

17.5 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne equally by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

17.6 The arbitrator's decision and award will be in writing and delivered within thirty

(30) calendar days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

17.7 There is hereby created a permanent panel of arbitrators to be used for the selection of an arbitrator pursuant to this Arbitration Procedure. Those individuals placed on this panel shall be: 1) Dennis Minni, Esq.; 2) Ronald Talarico; 3) Nels Nelson; 4) Robert Stein; and 5) James Mancini, Esq.

17.8 The FOP agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the FOP failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

ARTICLE XVIII LABOR MANAGEMENT COMMITTEE

18.1 In the interest of sound labor/management relations, unless mutually agreed otherwise, once each calendar quarter, and on a mutually agreeable day and time, the Employer's designees shall meet with not more than three (3) representatives of the FOP to discuss issues of mutual labor management interest. The FOP may substitute an alternate at any committee meeting.

18.2 The party requesting the meeting shall furnish an agenda to the other party at least one (1) week in advance of scheduled meetings. The agenda, if provided by the FOP shall include the names of the bargaining unit representatives who will be attending and the matters to be discussed at the meeting. The purposes of such meetings shall be to:

- a) Discuss matters of mutual concern;
- b) Notify the FOP of changes made by the Police Chief which affect the bargaining unit;
- c) Disseminate general information of interest to parties;
- d) Discuss ways to increase productivity and improvement of efficiency; and
- e) Safety issues.

18.3 It is further agreed that should special labor management meetings be requested and mutually agreed upon, they shall be scheduled as soon after the request as is practical.

18.4 The labor/management committee shall not be used to bypass the normal chain of command, unless the problems are unable to be solved at the departmental level, or have been previously addressed at the departmental level without any solution.

18.5 There shall be a time limit not to exceed two (2) hours for said meetings. The parties may, by mutual consent, continue past the time limits established herein.

18.6 Matters that are subject to negotiations or the grievance process shall not be discussed without the parties mutual agreement.

ARTICLE XIX FOP BUSINESS

19.1 The Employer agrees to admit non-employees FOP staff representatives to the Employer's facilities during the Employer's normal office business hours, Monday through Friday. The staff representative(s) shall be admitted to the Employer's facilities and sites, for the purpose of processing grievances or attending meetings as permitted herein, providing reasonable advance notice is given to the Employer. Upon approval, the FOP staff representative(s) shall identify himself to the Employer or the Employer's designated representative.

19.2 The FOP shall provide to the Employer an official roster of the Valley View Bargaining Representatives.

19.3 The investigation and writing of grievances should be on non-duty time. If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing.

19.4 The Employer agrees to grant up to twenty four (24) hours paid leave per year to the FOP department representative as FOP time to conduct business beneficial to the Village and FOP members. Such time shall be taken at times mutually agreed between the parties.

ARTICLE XX BULLETIN BOARD SPACE

20.1 The Employer agrees to provide space for the FOP to post a bulletin board in the Police Department for use by the FOP.

20.2 All FOP notices of any kind posted on the bulletin board shall be signed, dated, posted or removed by a FOP official.

20.3 - Only FOP notices relating the following matters may be posted on the bulletin board,

- a) FOP recreational and social affairs;
- b) Notice of FOP meetings;
- c) FOP appointments;
- d) Notice of FOP elections;
- e) Results of FOP elections;
- f) Reports of non-political standing and independent non-political standing committees and independent non-political arms of the FOP; and

g) Non-political publications, rulings or policies of the FOP.

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

ARTICLE XXI WORK RULES

21.1 The FOP recognizes that the Employer has the right to promulgate work rules, regulations, policies, and procedures, to regulate the personal conduct of employees, and the conduct of the Employer's services and programs. This function shall be exercised in a manner consistent with the terms of this Agreement subject to the rights of the employees and/or FOP to process grievances as provided for by this Agreement if these are a violation or conflict with the express terms of this Agreement.

21.2 Whenever feasible, as determined by the Employer, at least seventy-two (72) hours advance written notification will be given of the implementation of any new or revised work rule, regulation, policy or procedure which affects members of the bargaining unit. The Employer shall post a copy of the new revised work rule, etc., and will forward a copy to the representative of the FOP.

ARTICLE XXII JURY SERVICE

22.01 Full-time employees summoned for Jury service shall be fully paid at their regular rates of compensation when required to serve as Jurors. All fees paid to such full-time employees for jury service shall be remitted to the Employer. At no time shall overtime be paid as a result of Jury service.

ARTICLE XXIII PERSONNEL FILES AND POLICY

23.1 Understanding that in administration of the Police Department the employer maintains individual personnel files, an employee may be permitted to review on an annual basis his or her personnel file with at least a five (5) day written request. In addition, a department member may inspect his or her file upon twenty-four (24) hours notice once in direct response to a pending grievance or official matter.

23.2 Should an employee upon review of his or her file come across material of a negative or derogatory nature, the employee may provide a written and signed comment in rebuttal, mitigation, or explanation of said material, which comment shall remain in the employee's file so long as the negative material remains.

23.3 When an employee is charged with or is under investigation for alleged violations of departmental rules and regulations, reasonable effort consistent with applicable law shall be made to withhold publication of the employee's name and the extent of disciplinary action taken or contemplated until such time as a final interdepartmental ruling has been made and served upon the employee.

23.4 Release of photographs or personal information about any employee in relation to departmental matters shall not be provided to any news or related service except as provided by law.

ARTICLE XXV DISCIPLINE

24.1 No bargaining unit member shall be reduced in pay or position, suspended, removed, or reprimanded except for just cause. The principles or progressive disciplinary action will be followed with respect to minor offenses. The progression, where appropriate, may include an oral reprimand, a written reprimand, and a suspension.

24.2 At any time an inquiry concerning a bargaining unit member occurs wherein disciplinary action of record (reprimand of record, suspension, reduction or removal) will or may result, the member will be immediately notified in writing that such result is possible.

24.3 Prior to all disciplinary hearings, the member will receive from the Employer a written statement of all charges and specifications. At the hearing, the charged bargaining unit member will be allowed to present his defense.

24.4 The Employer will notify the affected member of any changes or of any decision reached as a result of a departmental hearing prior to any public statement.

24.5 The F.O.P. on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to a Mayor/Safety Director's Inquiry or to appeal any form of disciplinary action (i.e., suspensions, demotion or discharge) to any Village Council Hearing.

24.6 Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters under the following time frames:

Oral and written reprimands	24 months
Suspensions of less than 3 days	24 months
Suspensions of 3 days or more	24 months

An employee may inspect his personnel file as set forth in this agreement - Personnel files. During said inspection, while in the presence of the Employer or his designee, the employee may request to remove documents that cease to have force and effect at the conclusions of the time periods established by sections above.

Should an employee dispute any of the contents of his personnel file, he may attach a written rebuttal to the disputed item for inclusion in the file.

ARTICLE XXV LAY-OFF AND RECALL

25.1 Where, because of economy, consolidation or abolishment of functions, curtailment of activities or otherwise, the Employer determines that it is necessary to reduce the size of its work force, such reduction shall be made in accordance with the provisions set forth, herein, below.

25.2 Employees within the effected job classification shall be laid off according to their departmental seniority with the least senior being laid off first.

25.3 Recalls shall be in the inverse order of lay-off and a laid-off employee shall retain his right to recall for twenty-four (24) months from the date of his lay-off. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent via certified mail, return receipt requested. An employee who refuses recall or does not report to work within three (3) calendar days from the date the employee receives the recall notice, shall be considered to have resigned his position and forfeits all right to employment with the Employer.

25.4 Before any full-time officers may be laid off for any reasons stated above, all part-time employees shall be laid off first.

ARTICLE XXVI DRUG/ALCOHOL TESTING

26.1 Drug/alcohol screening/testing shall be conducted at times of pre-employment, annual physical, randomly, and upon reasonable suspicion. Reasonable suspicion shall include, but not limited to, observations by a supervisor, involvement in a work related accident, use of physical force by an employee or involvement in a shooting incident. Drug/alcohol screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceeding. Under no circumstances may the results of drug screening or testing be released to a third party. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the test results.

26.2 All drug screening tests shall be conducted by medical laboratories licensed by the State of Ohio. The procedure utilized by the test lab shall include a chain of custody procedure and mass spectroscopy confirmation of any positive initial screening.

26.3 Drug screening tests shall be given to employees to detect the illegal use of a controlled substances as defined in the Ohio Revised Code. If the screening is positive, the employee shall be ordered to undergo a confirmatory test of blood by the gas chromatography-mass spectrophotometry method which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory

licensed by the State of Ohio of his choosing, at his expense. This test shall be given the same evidentiary value as the two previous tests.

26.4 Upon the findings of positive test results for an illegal controlled substance by the chemical tests, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, the Employer shall have the right to disciplinary action. The Employer may require the employee to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, and vacation leave, for the period of the detoxification program. If no such leave credits are available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrates the employee is no longer illegally using a controlled substance, the employee may be returned to his position. Such employee may be subject to periodic retesting at the discretion of the employer upon his return to his position. Any employee in the above-mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed 90 days.

26.5 If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within two (2) years after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action. Except as otherwise provided herein, costs of all drug/alcohol screening tests and confirmatory tests shall be borne by the Employer. For the purpose of this article, "periodic" shall mean not more than four (4) times per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use.

26.6 No drug/alcohol testing shall be conducted without the authorization of the Department Head. If the Department Head orders, the employee shall submit to a toxicology test in accordance with the procedure set forth below. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action.

26.7 The employee and the FOP shall be given a copy of the laboratory report of both specimens before any discipline is imposed.

ARTICLE XXVII INJURY LEAVE

27.1 When an employee is injured in the line of duty, as determined by the Employer while actually working for the Employer, he shall be eligible for paid leave until the employee starts receiving temporary total disability benefits but in no event shall the injury leave benefits exceed one hundred eighty (180) calendar days from the injury date, providing that he files for Workers' Compensation and signs a waiver assigning to the Employer those sums of money he would ordinarily receive as weekly compensation as determined by law for that number of weeks he receives benefits under this Article. Such leave shall commence after the employee utilizes his sick leave for the first five (5) work days. Sick leave will be reimbursed to the extent of the Workers' Compensation benefits received by the Employer.

27.2 If the Bureau of Workers' Compensation or the Industrial Commission should determine that the injury is not compensable or work related, the employee shall reimburse the Employer for any benefits paid under this Article via sick leave deduction, vacation leave deduction or wage deductions.

27.3 The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer, resulting in the physician's certification that the employee is unable to return to work due to the injury as a condition precedent to the employee receiving benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the Employee is entitled to Workers' Compensation benefits.

ARTICLE XXVIII HOURS OF WORK

28.1 The basic work schedule for members of the bargaining unit shall consist of forty (40) hours in each seven (7) day work period, as determined by the Employer.

28.2 The Employer retains sole discretion as to the need for overtime work, and all assigned overtime must be worked. All overtime work must be authorized by the Mayor or his authorized representative, except that where overtime work is performed in an emergency without prior authorization, the overtime work shall be reported to the Mayor or his authorized representative for confirmation that such an emergency existed and for authorization of the overtime work. If the Employer offers overtime to full-time members of the Department it will be done on an equitable basis as is practicable.

28.3 Travel time for training seminars within Cuyahoga County will not be compensated. However, travel time for training or seminars outside of Cuyahoga County will be paid up to four (4) hours.

ARTICLE XXIX OVERTIME AND COURT TIME

29.1 All employees, for work performed in excess of forty (40) hours in a work period, when approved by the chief, shall be compensated at the rate of one and one-half (1 1/2) time the employee's regular hourly rate for all overtime, unless the officer chooses payment in compensatory time. If the officer elects compensatory time, (1 1/2) times fully completed hours shall be placed in a "comp time" bank for future use as pay, or taken as time off when approved by the Chief of Police or his designee. Comp time may accumulate up to and be maintained at a maximum of forty (40) hours, but not limited to usage of forty (40) hours at any time in the calendar year. Once an officer reaches the forty (40) hour maximum, all earned overtime will be paid in cash. The employee further reserves the right to be paid for any or all of his banked time in any pay period throughout the year. All comp time not used prior to seven (7) days before the last pay period of November shall be paid in the first pay period of December. The employee may choose to carry-over twenty (20) hours of comp time to the following year. Employee's must notify the finance department by November 15 each year in order to carry-over twenty (20) hours. All overtime hours worked throughout the month of December shall be paid in cash in the employee's normal paycheck. All hours paid but not worked are excluded for determining the

hours worked for overtime computation purposes, except vacation time, compensatory time, training time and personal days.

29.2 Whenever approved by the Chief, employees called in to work or attending a required school or training session, or appearing in court on behalf of the employer, for a time period of less than four (4) hours, when the employee is not on duty, shall be compensated not less than four (4) hours at one and one-half rate of pay less any other compensation received for such appearance.

29.03 Effective July 1, 2005 bargaining unit employees shall have first priority in replacing full time employees scheduled vacation time of. The parties adopt the concept of overtime equalization.

ARTICLE XXX VACATIONS

30.1 All employees shall be entitled to the following days vacation with pay, based upon the following schedule of years of full-time service from employee's starting date:

(a)	after one (1) full year	ten (10) days
(b)	after three (3) full years	eleven (11) days
(c)	after four (4) full years	twelve (12) days
(d)	after five (5) years	thirteen (13) days
(e)	after six (6) full years after	fourteen (14) days
(f)	after seven (7) full years	fifteen (15) days
(g)	after eight (8) full years	sixteen (16) days
(h)	after nine (9) full years	seventeen (17) days
(i)	after ten (10) full years	eighteen (18) days
(j)	after eleven (11) full years	nineteen (19) days
(k)	after twelve (12) full years	twenty (20) days
(l)	after thirteen (13) full years	twenty-one (21) days
(m)	after fourteen (14) full years	twenty-two (22) days
(n)	after fifteen (15) full years	twenty- three (23) days
(o)	after sixteen (16) full years	twenty-four (24) days
(p)	after seventeen (17) full years	twenty- five (25) days
(q)	after eighteen (18) full years	twenty-six (26) days
(r)	after nineteen (19) full years	twenty-seven (27) days
(s)	after twenty (20) full years	twenty-eight (28) days

30.2 Vacation time shall be taken at a time approved of by the Chief, subject to the operating demands as determined by the Chief, keeping in mind that bargaining unit members are obligated to maintain his schedule unless specifically relieved.

30.3 No vacation leave shall be carried over. Any vacation leave not used in the calendar year shall be forfeited by the Employee.

30.4 Vacation leave is granted in minimal units of four (4) hours.

30.5 Employees hired after July 1, 2002 shall have only service time earned with the Village of Valley View considered in determining vacation eligibility.

ARTICLE XXXI HOLIDAYS

31.01 Each full- time employee shall be entitled to the following paid holidays:

New Year's Day	Good Friday
President's Day	Columbus Day
Memorial Day	Veterans Day
Labor Day	Thanksgiving Day
Independence Day	Christmas Day

31.02 In addition to the paid holidays listed in section .01 above, each full-time employee shall receive five (5) personal days, one of which shall be the employee's birthday. Generally, Personal days must be taken as time off prior to November 1 each year, unless the employee's birthday is in November or December. However, with approval of the Chief, an employee may take a Personal day in November or December, provided it is schedules prior to November 1 of that year.

31.03 Employees who actually work on any of the holidays listed in section 31.01 shall receive one and one-half (1.5) times their regular rate of pay.

31.04 employees must use the following holidays by July 1 each year, or the holidays will be paid out in cash in the employee's first paycheck in July: New Year's Day, President's Day, Good Friday, and Memorial Day.

Employees must use the following holidays by December 1 each year, or the holidays will be paid out in cash in the employee's first paycheck in December: Independence Day, Labor Day, Columbus Day, and Veteran's Day.

ARTICLE XXXII

UNIFORM ALLOWANCE AND MAINTENANCE

32.1 Upon original appointment as a regular full-time member of the Police Department the appointee shall be entitled to an initial uniform issue consisting of such items as set forth in Department rules and regulations, which shall be paid for by the Employer.

32.2 Upon execution of the contract, an employee shall be entitled to purchase orders up to One Thousand, one hundred (\$1,100.00) Dollars through reimbursement of receipts.

32.3 The uniform allowance shall be used for the purchase of actual Valley View Police Department uniforms as determined by the Police Chief.

32.4 The Employer shall continue to provide body armor and duty gear as needed at no cost to the employee, which shall be replaced at manufacturer's recommendations.

32.5 Effective July 1, 2008, the annual maintenance and cleaning allowance shall be T Hundred Fifty (\$ 350.00) Dollars to be paid in December by separate check. Newly hired employees shall have such payment prorated on a month-to-month basis.

ARTICLE XXXIII

SICK LEAVE

33.1 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) serious illness, injury or death in the employee's immediate family. Sick leave for paternity purposes shall not be used in excess of seventy-two (72) consecutive hours per birth.

33.2 All employees shall earn sick leave at the rate often (10) hours per month and may accumulate sick leave to an unlimited amount.

33.3 Employees shall, at the time of retirement from active full-time service with the Employer, and with fifteen (15) or more years of continuous service with the Employer, be paid in cash the employee's accrued but unused sick leave, up to a maximum ninety (90) days.

33.4 An employee absent for more than three (3) consecutive tours of duty, must supply a physician's report to be eligible for paid sick leave.

33.5 If the employee fails to submit proof of illness, injury or death, or in the event that upon such proof as is submitted or upon the request of medical examination, there is not satisfactory evidence of illness or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

33.6 An employee who is to be absent on sick leave shall notify his supervisor of such absence and the reason therefore at least one (1) hour before the start of his work shift each day he is to be absent.

33.7 When the use of sick leave is due to illness or injury in the immediate family, immediate family shall be defined to only include the employee's spouse, children, parents, siblings, legal guardian or other person who stands in the place of a parent, and other person living in the employee's home for whom the employee regularly bears the responsibility for providing care.

33.8 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

ARTICLE XXXIV FUNERAL LEAVE

34.01 When death occurs in an employee's immediate family (i.e., spouse, child, parent, grandparent, grandchildren, parents-in-law, brother, sister, step-parents and step children), an employee upon request will be excused for up to three (3) days. Such payment will be at the employee's normal rate. Payment under this provision will not be made if it duplicates payment received for any other person.

ARTICLE XXXV LONGEVITY COMPENSATION

35.01 Each employee shall receive the following sums as longevity compensation for the years of full-time service except for authorized leave of absence. Longevity increases shall be determined in the first pay period of the month following the employee's anniversary date of hire.

The following longevity payments shall be divided by the number of pay periods and included with the employees regular pay check.

After four (4) years of service capped at	\$1,200.00
After eight (8) years of service capped at	\$1,800.00
After twelve (12) years of service capped at	\$2,000.00
After sixteen (16) years of service capped at	\$2,200.00
After twenty (20) years of service capped at	\$2,400.00
After twenty-five (25) years of service capped at	\$2,600.00

ARTICLE XXXVI OIC PAY

36.1 When an employee is assigned by departmental management as the Officer-In-Charge (OIC), he shall receive the Sergeant's rate of pay for hours assigned and worked as the OIC and approved by the Chief or his designee. If the employer determines qualifications are equal, seniority shall be used as a tie breaker.

36.2 When an employee is assigned Field Training Officer (FTO) duties, he shall receive one (1) hour extra pay for each full shift performing FTO duties.

ARTICLE XXXVII

COMPENSATION SCHEDULE

37.1 Effective July 1, 2017, the following hourly rates of compensation shall be:

<u>Full-Time Patrol Officers (2%)</u>	
Start	\$30.98
After 6 months	\$31.97
After 12 months	\$32.75
After 2 years (first class)	\$34.25
Sergeant	\$38.36
Lieutenant	\$42.97

37.2 Effective July 1, 2018, the following hourly rates of compensation shall be :

<u>Full-Time Patrol Officers (2%)</u>	
Start	\$31.60
After 6 months	\$32.61
After 12 months	\$33.41
After 2 years (first class)	\$34.94
Sergeant	\$39.13
Lieutenant	\$43.83

37.3 Effective July 1, 2019, the following hourly rates of compensation shall be

<u>Full Time Patrol Officers (2%)</u>	
Start	\$32.23
After 6 months	\$33.26
After 12 months	\$34.08
After 2 years (first class)	\$35.64
Sergeant	\$39.91
Lieutenant	\$44.71

37.4 Employees assigned duties as canine officer shall normally work seven and one half (7 1/2) hours and shall receive eight (8) hours of compensation. The balance of the one half (1/2) hour shall be deemed compensation for the care and feeding of the dog. Employee's assigned canine duties shall notify the Employer of the date and location of all training sessions for the dog upon their notification of the same but in no event later than seventy two (72) hours prior to the start of the training session.

ARTICLE XXXVIII

LEAVES OF ABSENCE

38.01 A leave of absence for one year from the Police Department may be granted by the Police Chief. Upon return to active service, the Police Chief and the departmental officer shall determine if the employee is mentally and physically fit to resume the duties of a law enforcement officer. During the leave of absence, the employee shall continue with the educational requirements and

certification at his or her expense. This requirement is necessary for reinstatement. A physical examination shall also be required for reinstatement.

ARTICLE XXXIX INSURANCE

39.1 The Employer shall provide each employee with hospitalization, dental, vision and life insurance coverage as selected by the Employer. Effective March 1, 2010, the hospitalization coverage shall be the SMP 2000/4000 Health Savings Account through Medical Mutual of Ohio. The Employer shall contribute 100% of the annual deductible for each employee. For new hires, the deductible payment shall be pro-rated based upon the number of months the employee will work in the first calendar year of their employment. The Employer shall have the right to change carriers, providing the insurance is comparable to existing coverage.

39.2 Employees covered by the hospitalization plan shall be required to pay Sixty Dollars (\$60.00) per month for Single Coverage. Employees covered by the hospitalization plan shall be required to pay Two-Hundred dollars (\$200.00) per month for Family Coverage. Said amount shall be a pre-tax deduction from the employee's pay. Employees with Family Coverage will receive a discount of \$25 per month if they are non-tobacco users (includes smoking and smokeless tobacco). Employees will be required to sign an affidavit stating they do not use tobacco to be eligible for the discount.

ARTICLE XL FIRST RESPONSE AND NARCAN

40.01 Effective July 1, 2007, this amount shall be One Thousand Four Hundred Dollars (\$1,400.00) incentive bonus, annually. Payment of the incentive bonus shall be made during the month of January. Employees must complete all courses or certifications required by the Police Chief to be eligible for said payments. Effective 2017, employees in this unit shall receive an annual payment of seven-hundred and fifty dollars (\$750.00) for Narcan training and administration. Such payment shall be made in the first pay of October each year.

ARTICLE XLI PENSIONS

41.01 The Village shall continue to make pension contribution as may be required by the appropriate state pension system and shall continue the current pension pick-up.

ARTICLE XLII EMPLOYEE REIMBURSEMENT

42.1 Any full-time employee who leaves the Police Department or is terminated for any reason within five (5) years of employment shall recompense the Village for all monies expended for training, compensatory time received and any tuition costs.

42.2 The Police Chief is hereby directed to have all employees execute an agreement as set forth in Exhibit "A" attached to original Ordinance 2002-6-2, passed July 2, 2002, and incorporated herein by reference as if fully rewritten herein.

ARTICLE XLIII DURATION

43.01 This Agreement shall become effective July 1, 2017 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, June 30, 2020.

ARTICLE XLIV EXECUTION

44.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this ____ day of _____, 2017.

FOR FRATERNAL ORDER OF POLICE
LODGE #67
VALLEY VIEW DIVISION

FOR THE EMPLOYER
VILLAGE OF VALLEY VIEW, OHIO:

= _____

MOU between the Village of Valley View and the FOP

1. Information provided by electronic devices (GPS, surveillance video, etc) is not designed to be used as a disciplinary tool; however, the data may be used to support investigations of Agency violations as well as criminal violations.
2. In the event of an investigation as described in part 1, the data may be used only with prior approval of the Chief of Police.
3. In any case, GPS data will not be used as the sole source of information in any disciplinary case.