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**HAND DELIVERED**

AGREEMENT

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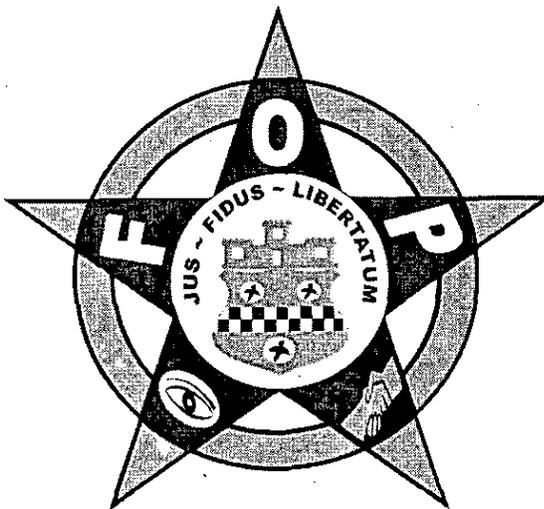
BETWEEN THE

CITY OF ST. CLAIRSVILLE

ER 183

K 23302

AND THE



FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.

**OFFICERS AND DISPATCHERS**

**OCTOBER 15, 2007 THROUGH OCTOBER 15, 2010**

**CITY OF ST. CLAIRSVILLE  
POLICE DEPARTMENT**

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## **ARTICLE 1**

### **INTRODUCTION**

This Agreement is made and entered into at St. Clairsville, Ohio, on this 15<sup>th</sup> day of October 15, 2007, by and between the City of St. Clairsville, Ohio, hereinafter referred to as "City" and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as "Labor Council, Inc., or "F.O.P."

## **ARTICLE 2**

### **PURPOSE**

This Agreement is made for the purpose of promoting cooperation and harmonious relations between the City, and its employees and the Labor Council.

## **ARTICLE 3**

### **RECOGNITION**

The City hereby recognized the Fraternal Order of Police, Ohio Labor Council, Inc. as the sole and exclusive bargaining agent for the purpose of collective bargaining on any and all matters related to wages, hours, and working conditions of all employees in the bargaining units. The bargaining unit shall include all patrol officers, dispatchers and dispatcher/meter-maid employed by the Police Department of the City of St. Clairsville (hereinafter referred to as "member" or "employee").

## **ARTICLE 4**

### **EFFECT OF AGREEMENT**

This Agreement supersedes any and all previous Agreements between the parties hereto and is a final and complete Agreement of all negotiated items that are in effect throughout the term of the Agreement. No verbal statements shall supersede any provisions of this Agreement.

## **ARTICLE 5**

### **CONFLICT AND AMENDMENT**

This Agreement is meant to conform to and should be interpreted in conformance with the Constitution of the United States, the Constitution of the State of Ohio, and all applicable Federal and State laws. Should any provision or provisions of this Agreement be invalid by operation of law or be declared invalid by any tribunal of competent jurisdiction, or be found to be in conflict with State and/or Federal laws, all other provisions of the Agreement shall remain in full force and effect.

In the event of invalidation of any portions of this Agreement by a court of competent jurisdiction, and upon written request of either party, the parties to this Agreement shall meet at mutually convenient times in an attempt to modify the invalidated provisions by good faith negotiations.

Amendments and modifications of this Agreement may be made by mutual written Agreement of the parties to this contract.

## **ARTICLE 6**

### **NON-DISCRIMINATION**

Neither party will discriminate for or against any member of the bargaining unit on the basis of age, sex, marital status, race, color, creed, national origin, handicap, political affiliation, or the purpose of evading the spirit of this Agreement. The parties agree not to interfere with the desire of any employee to become or remain a member of the Labor Council.

## **ARTICLE 7**

### **GRAMMAR**

Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular.

Words, whether in the masculine, feminine or neuter genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders it is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

## **ARTICLE 8**

### **MANAGEMENT RIGHTS**

The Employer possesses the sole right to operate the department and all management rights repose in it. The Employer's exclusive rights shall include, but shall not be limited to, the following, except as limited by the terms and conditions set forth in this Agreement:

- A. Determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as functions and programs of the department, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of operations and programs;
- D. Determine the overall methods, process, means or personnel by which operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause;
- F. Determine the adequacy of the work force;
- G. Determine the mission of the department as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the department as a governmental unit.

## **ARTICLE 9**

### **DEPARTMENTAL RULES**

The City agrees that, to the extent possible, work rules shall be reduced to writing provided to all covered members in advance of their enforcement. Any charge by a bargaining unit member that a work rule, or division directive is in violation of this Agreement, or has not been applied or interpreted uniformly to all members, shall be of proper subject for a grievance. The City will provide the Labor Council with copies of any revised or any work rules and division directives in advance of their intended effective date.

## **ARTICLE 10**

### **LABOR/MANAGEMENT COMMITTEE**

It is the desire of the City of St. Clairsville and the Ohio Labor Council to maintain the highest standards of safety and professionalism in the Police Department.

The City of St. Clairsville and the Labor Council shall each appoint no more than two (2) members to the Labor/Management Committee. This committee will meet at least semi-annually and discuss any issue which either party wishes to raise relating to the Police Department. Ten days prior to the meeting both sides will furnish the other with an agenda of items they wish to discuss.

## **ARTICLE 11**

### **DUES DEDUCTION/FAIR SHARE FEE**

DUES DEDUCTIONS: The Employer agrees to deduct from the wages of any employee, who is a member of the Labor Council, all Labor Council membership dues uniformly required. The Labor Council will notify the City from time to time of the dues it charges and its current membership.

All members of the bargaining unit shall either become dues paying members of the F.O.P., Ohio Labor Council, or as a condition of continued employment, remit to the Labor Council a fair share fee in an amount set by the F.O.P./O.L.C. Board, in accordance with the provisions of O.R.C. 4117.09 (c). This amount shall be deducted from the wages of all such non-member employees on the same basis as the deductions made for dues from members of the Labor Council. Nothing in this section shall be construed to require any employee to become a member of the Labor Council.

The Labor Council agrees to save the City of St. Clairsville harmless in the event of any legal controversy with regard to the application of this provision.

All dues and fair share fees collected shall be paid over by the Employer once each month to the F.O.P., Ohio Labor Council.

## **ARTICLE 12**

### **BULLETIN BOARDS**

The Employer shall provide bulletin board space for use by the employees in the Labor Council bargaining units. Material posted on the board shall relate only to union meetings, elections, social events, and reports and decisions affecting the employees in the bargaining units.

## **ARTICLE 13**

### **PHYSICAL EXAMINATIONS**

All applicants for City employment shall have a physical examination from a doctor specified by the Safety-Service Director. At the discretion of the Chief of Police, all City employees returning to work after sick leave shall have a physical examination from a doctor specified by the Director.

The Police Department of the City shall pay for the physical examination of its employees.

## **ARTICLE 14**

### **SICK LEAVE**

SECTION 1. Each full-time employee of the City shall be entitled for each completed eighty (80) hours of service, to sick leave of four and six tenths (4.6) hours with pay. Overtime hours shall not be included in calculating sick leave accumulation.

SECTION 2. Employees will be charged for sick leave only for days upon which they would otherwise have been scheduled to work. Sick leave shall be charged in minimum units of one (1) hour.

SECTION 3. The unused sick leave of an employee shall accumulate on an unlimited basis.

SECTION 4. Employees may use sick leave upon approval of the responsible administrative officer of employee unit for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees and to illness or injury in the employee's immediate family.

SECTION 5. The appointing authority of each employee unit may require an employee to furnish a satisfactory written, signed statement to justify the sick leave. If medical attention is required, a certificate from a licensed physician stating the nature of the illness may be required to justify the use of the sick leave. If an employee is absent for more than seven (7) consecutive work days, the chief may require a physician's statement stating that the employee was unable to work because of a medical or mental condition. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal.

SECTION 6. At the time of their separation from City Service after ten (10) years of service with the Employer, employees shall receive a cash payment of their total accumulated but unused sick leave credit to a maximum accumulation of seventy five (75) days. Such payment will be based on the employee's rate of pay at the time of the separation and shall be received within thirty (30) days following the date of the separation provided the employee notifies the Chief in writing, on or before his date of separation.

SECTION 7. If an employee does not use any sick leave in each six (6) months of this Agreement, the City will pay the employee \$200.00, on the first pay period of June and December of each year. Employees using between one (1) and eight (8) hours during the same periods shall receive \$100.00 on the specified dates.

## **ARTICLE 15**

### **BEREAVEMENT LEAVE**

A. After thirty (30) days of continuous employment, if a death occurs in the family of a member of the bargaining unit, including parent, step-parent, brother-in-law, sister-in-law, mother-in-law, father-in-law, sister, brother, spouse, child, step-child, grandchild, grandparent, uncle, aunt, niece, nephew, spouse's grandparent, or immediate member of the household who is a member of the family, three (3) days of leave shall be granted, within seven (7) calendar days of the death, provided the employee is scheduled to work on any of the days. Three (3) days of bereavement leave shall be granted to an employee with pay at the employee's regular straight time rate of pay and such leave shall not have effect on an employee's accumulated sick leave.

B. Reasonable requests for additional time off without pay in connection with the death shall be considered by the Chief.

## ARTICLE 16

### INJURY LEAVE

Any member of the bargaining unit who may be disabled as a result of a physical injury suffered in the discharge or performance of his duty shall be entitled to receive his regular salary during such period of disability, but in no case for a period longer than six months of Injury On Duty Leave, such injury leave may be extended if the Chief of Police determines that the facts and circumstances surrounding the injuries and disability warrant an extension of injury leave for a total period not to exceed nine months.

Any employee making a claim for such compensation as provided in this section shall, at the request of the Service-Safety Director, submit himself or herself to a physical examination by a physician. In the event the physician finds that such person is able to resume his official duties, he or she may be ordered to do so and the compensation herein provided for such disability shall cease. Physical injury for purposes of this section shall be defined as any injury, including heart attacks caused by external, accidental means and may result from deleterious gases or smoke or any disease that may have infected the employee through contact of any persons while in the performance of his or her duties.

All physical examinations required in this Article will be at City expense.

An employee must file with the Bureau Of Workers Compensation to be eligible for Injury on duty leave. The City will receive the monthly payment for the period of time the employee is on Injury Leave. The employee will be compensated for his regular rate of pay for the injury leave period, including any extension of such leave.

## ARTICLE 17

### LEAVES/LEAVES OF ABSENCE

#### SECTION 1. LEAVES WITHOUT PAY.

Employees may be granted the following types of unpaid leaves of absence:

#### A. DISABILITY SEPARATION LEAVE.

A physically incapacitated employee may request a disability separation leave. A disability separation leave may be granted for a period of up to two (2) years when the disability continues beyond accumulated sick leave rights and provided the employee is:

[a] hospitalized or institutionalized;

- [b] on a period of convalescence following hospitalization institutionalization authorized by a physician at a hospital or institution; or,
- [c] is declared incapacitated for the performance of duties of his/her position by a licensed physician.

It is the employee's responsibility to request a disability separation leave and such leave is not granted automatically when employee's sick leave has expired.

#### B. EDUCATIONAL LEAVE.

An educational leave may be granted for a maximum period of two (2) years for purposes of education, training, or specialized experience which would be a benefit to the Police Department by improved performance at any level; or for voluntary service in any governmental sponsored program of public betterment.

An employee shall submit to the Employer pertinent information related to the training for which the educational leave is requested.

#### C. MATERNITY LEAVE.

Upon request to the Employer, an employee who becomes pregnant shall be granted maternity leave of absence without pay. If she wishes, the employee may use any or all of her accumulated sick leave and vacation leave for pregnancy before going on maternity leave prior to the birth of the baby, and for the recovery period, subject to the sick leave Article.

Should the maternity leave of absence without pay exceed three (3) months, the employee may request and be granted disability leave. If the Employer has reason to believe the employee's pregnancy is inhibiting the usual performance of duties, he may order, in writing, that the employee begin sick leave, vacation leave, or maternity leave at an earlier date than that selected by the employee. The employee may appeal such action through the grievance procedure. Medical data supporting the employee's case must accompany the appeal.

#### D. PERSONAL LEAVE.

The Employer may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reasons of the employee, including paternity. Such leave may not be renewed or extended beyond six (6) months. The employee shall include all pertinent information relating to the need for a personal leave of absence with his request for the leave.

E. AUTHORIZATION FOR LEAVE.

The authorization of a leave of absence without pay, is a matter of administrative discretion. The Employer shall decide in each individual case if a leave of absence is to be granted. No leave of absence shall be granted for the purpose of working another job. A leave of absence shall be requested on a standard request for leave form.

F. SICK LEAVE CREDIT AND VACATION CREDIT DURING LEAVE.

An employee on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on the authorized leave of absence, is to be counted in determining length of service for the purposes of extending vacation eligibility or other purposes where tenure is a factor.

G. ABUSE OF LEAVE.

If a leave of absence is granted for specific purposes, and it is found the leave is not actually being used for such purpose, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee.

H. REINSTATEMENT FROM LEAVE.

Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied and the replacement in the position while an employee is on leave is to be on a temporary basis. An employee may contact the Employer prior to the expiration of said leave, and be granted a reasonable extension for justifiable cause, within the various maximum time limits established under this Article.

I. INSURANCE PREMIUM DURING LEAVES.

Where an employee has requested and been granted a disability separation leave, maternity leave or a personal leave for medical or paternity reasons, the Employer shall continue his contribution to the employee's health insurance benefit program for a period of sixty (60) days from the date of approval of the leave, unless a comparable health insurance benefit program or policy is otherwise available to the employee, in which case the Employer shall continue the contribution to the health insurance benefit program until such time within the sixty (60) day period that the other health insurance benefit program becomes effective.

J. FAMILY MEDICAL LEAVE ACT (F.M.L.A.)

In accordance with the Article entitled Sick Leave of this Agreement, employees shall be required to use sick leave, concurrently with Family and Medical Leave.

SECTION 2. LEAVE WITH PAY:

Employees may be granted the following types of paid leaves of absence:

A. COURT LEAVE.

The Employer shall grant full pay when an employee is summoned for any jury duty by the United States, State of Ohio, or political subdivision. All compensation for jury duty must be turned over to the City unless such duty is performed totally outside the normal working hours. An employee released from jury duty prior to the end of his scheduled work day shall report to work for the remaining hours.

Employees will honor any subpoena issued to them, including those for Worker's Compensation, Unemployment Compensation, arbitration, and Board of Review hearings. It is not considered proper to pay employees when appearing in court for criminal or civil cases, when a case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay or vacation.

B. MILITARY LEAVE.

All employees who are members of the Ohio National Guard, the Ohio Defense Corp, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed a total of one hundred seventy-six (176) hours in any one calendar year. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time.

Employees who are members of those components listed in Paragraph One above will be granted emergency leave for mob control, riot control, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.

C. PERSONAL LEAVE (WITH PAY).

Members shall be permitted two (2) personal leave days per year with pay. The personal leave day shall not be carried into the next year, if unused, the employer shall buy back the day or days, at the members current rate of pay, during the first pay period of December of each year. Personal leave must be applied for and approved by the Chief of Police.

**ARTICLE 18**

**VACATION**

A. ESTABLISHMENT.

Vacation for members of the bargaining unit are hereby established as follows:

1. Members who have been continuously on the City payroll for one year and who have worked at least 1,600 hours during such year, shall be entitled to one (1) week vacation with pay during the year following the service anniversary date.

2. Members who have been continuously on the City payroll for two (2) years and who have worked at least 1,600 hours during the last year of such two (2) year period, shall be entitled to two (2) weeks vacation with pay, during the calendar year of the anniversary date. Members with eight (8) years continuous service shall entitled to three (3) weeks vacation with pay, during the calendar year of the anniversary date, as provided for herein. Members with fifteen (15) years continuous service shall be entitled to four (4) weeks vacation pay, during the calendar year of the anniversary date, as provided for herein. Members with twenty (20) years continuous service shall be entitled to five (5) weeks vacation pay, during the calendar year of the anniversary date, as provided herein.

3. Vacations shall be scheduled according to the judgment of the supervisor; however, consideration shall be given to special requests. In cases of conflicting requests, seniority shall prevail.

4. Members who are absent from work due to injury sustained during the course of regular employment shall be credited with forty (40) hours per week for such disability for purposes of computing vacation hours.

5. In cases where a recognized, paid holiday falls within any vacation, no vacation pay will be deducted from the accumulated vacation balance for the paid holiday.

6. In cases where a scheduled day off falls within any vacation, no vacation day will be deducted from the accumulated vacation balance for the scheduled day off.

B. CALCULATION.

Vacation pay shall be calculated as follows:

1. The pay for one (1) week vacation pay shall be forty (40) hours at the regular rate.
2. The pay for two (2) week's vacation pay shall be eighty (80) hours at the regular rate.
3. The pay for three (3) weeks' vacation shall be one hundred twenty (120) hours at the regular rate.
4. The pay for four (4) weeks' vacation shall be one hundred sixty (160) hours at the regular rate.
5. The pay for five (5) weeks' vacation shall be two hundred (200) hours at the regular rate.

C. CARRYOVER

1. The employee may carryover any unused vacation time to the following year. The carryover time must be used in the following year
2. In November of each year, the employee may request payment for any unused vacation time to be paid the first pay period in December. However, said payment shall not exceed the amount payable for the maximum vacation allowed for the year in which the employee seeks payment.

**ARTICLE 19**

**HOLIDAYS**

SECTION 1.

Members shall have the following holidays:

Martin Luther King Day	Columbus Day
Washington and Lincoln Day	Veterans Day
Memorial Day	Thanksgiving Day (*)
Independence Day, July 4 <sup>th</sup>	Christmas Day (*)
Labor Day	New Year's Day

Any holiday marked with (\*) shall be paid at two (2) times the employee's hourly rate of pay and the employee shall receive eight (8) hours accumulated time off for those said holidays.

Any day declared by the Governor of this State or the President of the United States is a holiday, or any day on which the Mayor or City Council declares City facilities closed.

## SECTION 2.

All members who are assigned to work the actual holiday, (not the observed day) shall be paid at one and one-half (1 1/2) times their regular rate of pay for eight (8) hours of work. Furthermore, all members will be given eight (8) hours accumulated time off for the designated holiday. Any such accumulated time off can be used in accordance with the Chief's current policy and scheduling needs.

Members who do not work on the actual holiday, either because they are not scheduled to work that day or because they request and are granted vacation leave or holiday leave will receive holiday compensation of eight (8) hours pay at the member's regular hourly rate.

## **ARTICLE 20**

### **CORRECTIVE ACTION**

#### SECTION 1.

No employee shall be reduced in pay, demoted, suspended, or discharged except for just cause.

#### SECTION 2.

A. Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner. Progressive discipline shall normally consist of an oral warning, written reprimand, short term suspension, and either a long term suspension, demotion, or discharge.

B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline. The Employer reserves the right to skip any or all of the normal sequence of discipline depending on the severity of misconduct.

C. The Employer agrees not to discharge or suspend an employee without first arranging for a hearing. This hearing is to be held between the Employer, the employee, and their representatives before a neutral party. However, no prior hearing is required to

temporarily suspend the employee in cases where the employee is on duty and charged with one of the following: gross insubordination; dishonesty; fighting; drunkenness; or being under the influence of alcohol or illegal drugs, which may be verified by a voluntary sobriety test or medical examination. In such cases, the Employer may suspend the employee with pay, pending disposition until a pre-disciplinary hearing can be arranged. Said hearing must occur within 72 hours. The time limits of this provision may be mutually extended.

### SECTION 3.

Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters twenty-four (24) months after their effective date, providing there are not intervening disciplinary actions taken during that time period.

### SECTION 4.

The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

## **ARTICLE 21**

### **PERSONNEL FILES**

#### SECTION 1.

There shall be only one official personnel file in the Police Department. Each employee may inspect his personnel file maintained by the Employer at any reasonable time, and shall, upon request, receive a copy of any documents contained therein. Nothing shall be placed in the employee's personnel file without their knowledge. An employee shall be entitled to have a representative of his choice accompany him during such review.

#### SECTION 2.

The employee shall be given the right to place a statement of rebuttal or explanation in his file for any document placed therein by the Employer. No anonymous material of any type shall be included in the employee's personnel file.

#### SECTION 3.

The following items shall be considered public information available upon request to the Employer, from an employee's personnel file: annual salary, degree(s) held, area of special certification, civil service status, and awards or commendations. All other documents in the personnel file shall be considered confidential and shall not be conveyed in any manner to any person or persons unless by court order, subpoena, or written permission of the employee.

## ARTICLE 22

### GRIEVANCE PROCEDURE

#### SECTION 1.

The term "grievance" shall mean an allegation by a bargaining unit employee that there had been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement or those matters not covered by this Agreement.

#### SECTION 2.

All grievances must be processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed by the employee within the time limits provided shall be considered resolved based upon management's last answer. Where a grievance is not answered by management within the stipulated time limits, it is presumed that the grievance is to have been granted by the City in full, and the City shall immediately implement the requested remedy.

#### SECTION 3.

It is the mutual desire of the Employer and the F.O.P. to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedures shall be followed:

##### STEP ONE

In order for an alleged grievance to receive consideration under this procedure the grievant, with the F.O.P. representative, if the former desires, must identify the alleged grievance to the Chief within ten (10) calendar days after the employee knew or should have known of the occurrence that gave rise to the answer within ten (10) calendar days following the date on which the Chief was presented the grievance.

##### STEP TWO

If the grievance is not resolved in Step 1, the employee with the appropriate F.O.P. representative, if the former desires, shall reduce the grievance to writing and shall within ten (10) calendar days, refer the grievance to the Chief at Step 2 of the grievance procedure. The Chief shall have ten (10) calendar days in which to schedule a meeting, if he deems such necessary, with the aggrieved employee and his representative. The Chief shall investigate and

respond in writing to the grievance within ten (10) calendar days following the meeting date.

### STEP THREE ARBITRATION

If the grievance is not satisfactorily settled at Step 2, the F.O.P. may make a written request that the grievance be submitted to binding arbitration. A request for arbitration must be submitted within twenty-one (21) calendar days following the date the grievance was answered in Step 2 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the Second Step reply.

Upon receipt of a request for arbitration, the Employer or his designee and representative of the F.O.P. shall, within fourteen (14) calendar days following the request for arbitration, jointly agree to request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service. The parties shall agree on submission Agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list. Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within fourteen (14) calendar days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the F.M.C.S. The party requesting the arbitration shall be the first to strike a name and alternate in this manner until one name remains on the list. The remaining name shall be designated as arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the Rules and Regulations of F.M.C.S.

The Arbitrator shall limit his decisions directly to the interpretation, application or enforcement of the specific Articles in this Agreement. He shall not modify or amend this Agreement.

The Arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under previous Agreement, grievance or practice. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or of suspension, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer at Step 1 of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on grounds that the matter is non-arbitrable or beyond the Arbitrator's jurisdiction. The first question to be placed before the Arbitrator will be whether or not the alleged grievance is

arbitrable. If the Arbitrator determines the grievance is within the preview of arbitrability, the alleged grievance will be heard on its merits before the same Arbitrator.

The findings of the Arbitrator will be binding on all parties. (Any cost involved in obtaining a list of Arbitrators shall be equally divided between the Employer and the F.O.P.). (All costs directly related to the service of the arbitrator shall be equally divided between the Employer and the F.O.P.).

Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reports shall be paid by the party asking for one; such fee shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

#### SECTION 4.

All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties:

1. Aggrieved employee's name and signature;
2. Aggrieved employee's classification;
3. Date grievance was first discussed with the Chief;
4. Date grievance was filed in writing;
5. Date and time grievance occurred;
6. Location where the grievance occurred;
7. A description of the incidents giving rise to the grievance;
8. Specific articles and sections of the Agreement violated;
9. Desired remedy to resolve the grievance.

A grievance may be brought by any employee covered in this Agreement. Where a group of bargaining employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance, except that the F.O.P. may bring a contractual grievance on behalf of the employees.

ARTICLE 23

WAGES AND SHIFT DIFFERENTIAL

SECTION 1.

The following rates of pay become effective on the dates indicated:

	<u>10/15/07</u> <u>ANN/HRLY</u>	<u>10/15/08</u> <u>ANN/HRLY</u>	<u>10/15/09</u> <u>ANN/HRLY</u>
Patrol	\$39,570.13	\$40,856.16	\$42,286.13
Bi/Weekly	\$ 1,521.60	\$ 1,571.20	\$ 1,626.40
Hourly	\$ 19.02	\$ 19.64	\$ 20.33
Dispatchers	\$26,973.86	\$27,917.95	\$28,895.01
Bi/Weekly	\$ 1,037.60	\$ 1,073.60	\$ 1,111.20
Hourly	\$ 12.97	\$ 13.42	\$ 13.89

SECTION 2. SHIFT DIFFERENTIAL.

A. SHIFT DIFFERENTIAL PAY RATES. Effective October 15, 2004, shift differential is hereby established as follows:

Twenty five (\$.25) per hour, during the hours of  
3:00 P.M. – 11:00 P.M.,  
thirty cents ( \$.30) per hour, during the hours of  
11:00 P.M. – 7:00 A.M.

B. ELIGIBILITY. Shift differential pay shall be provided for any eight (8) hour work day for which the majority of work hours occur after 3:00 P.M. and prior to 7:00 A.M., and to members normally assigned to such hours, regardless of the shift hours they actually work, for all hours in paid status.

C. METHOD OF PAYMENT. Shift differential pay shall be paid for hours in paid status. Shift differential shall be paid in addition to regular pay for any hours of leave with pay. If shift differential pay is applicable, under the terms of this Article, to an eight (8) hour work day, the shift differential shall be paid for each hour of overtime worked. The shift differential pay shall be added to the base hourly rate prior to computing the overtime rate. Shift differential pay is applicable to court appearance time and is applicable to hours worked when called back to duty, if the member otherwise

qualifies for the shift differential pay. Shift differential pay will be paid on a bi-weekly basis and will not be cumulative under any circumstances.

D. LONGEVITY. Eligible employees shall receive a per hour longevity payment based on the appropriate percentage for the completed years of service of the employees' hourly base rate of pay.

<u>COMPLETED YEARS OF SERVICE</u>	<u>AMOUNT</u>
5 years _____	.75%
10 years _____	1.25%
15 years _____	1.75 %
20 years _____	2.25%
25 years _____	3.00%

E. HAZARDOUS DUTY PAY. Members of the Police Officer bargaining unit shall receive an additional twenty-five (\$.25) cents per hour during the afternoon and midnight shifts that they are assigned to work by themselves.

## ARTICLE 24

### PUBLIC EMPLOYEES RETIREMENT SYSTEM PENSION FUND PICK-UP UTILIZING THE SALARY REDUCTION METHOD

SECTION 1. The Employer shall pick up contributions to the Public Employees Retirement System Pension Fund paid on behalf of the employees in the bargaining unit utilizing the salary reduction method under the following terms and conditions:

A. The amount to be "pick up" on behalf of each employee shall be 10 percent (10%) of the employee's gross compensation or any statutorily mandated increase. The employee's gross compensation shall be reduced by an amount equal to the amount "pick up" by the Employer for the purpose of City, State, and Federal Tax.

B. The "pick up" percentage shall apply uniformly to all members of the bargaining unit as a condition of employment and shall apply to all compensation including supplemental earnings thereafter.

C. The parties agree that should the rules and regulations of the I.R.S., or retirement system change, making this procedure unworkable, the parties agree to return, without penalty, to a former method of Employee-Employer contributions.

## ARTICLE 25

### HOURS OF WORK

#### SECTION 1. Work Week -- Work Day

- A. The work week shall consist of forty (40) hours.
- B. The work day shall consist of eight (8) hours.
- C. Schedule to be posted by 15<sup>th</sup> of previous month.

#### SECTION 2. LUNCH PERIOD

A. Dispatchers. During the 7:00 A.M. -- 3:00 P.M. shift and during the 3:00 P.M. -- 11:00 P.M. bargaining unit members shall be entitled to thirty (30) minute paid lunch period. During the 11:00 P.M. through 7:00 A.M. shift, members shall be afforded the same opportunity provided there are at least two (2) officers on duty. Except in situations when there is no placement available, bargaining unit members shall be permitted to leave the building.

B. Patrol. Current practice with regard to patrol lunch periods will continue.

SECTION 3. For each member, the Chief shall endeavor to schedule two (2) consecutive days off which shall consist of a minimum of forty-eight (48) hours during a work week. Deviations from this section must be reasonable.

## ARTICLE 26

### OVERTIME

SECTION 1. All members of the bargaining unit shall be paid a rate of one and one-half (1.5) times the base rate of pay for all hours in excess of forty (40) hours per work week or eight (8) hours per work day.

SECTION 2. When an overtime opportunity exists among the dispatchers, available dispatchers shall be offered the opportunity before an officer can be assigned.

SECTION 3. The first overtime opportunity of each year shall be offered to the most senior bargaining unit member in the classification in which the opportunity occurs. Thereafter, opportunities shall be offered in order down the seniority list until all members have been offered an opportunity at, which point, the rotation shall be repeated from the most senior to the least senior.

SECTION 4. Shift assignments shall not be changed to avoid payment of overtime without twenty-four (24) hours' notice.

## ARTICLE 27

### COURT TIME/CALL-OUT TIME

SECTION 1. Whenever an employee is required to appear on off-duty time before any official court or before the prosecutor for pretrial conference on matters pertaining to or arising from the employee's duties, the employee shall receive two (2) hours pay, or the actual time, whichever is greater, at the overtime rate for such appearances. If an employee appears before a court or at a pretrial conference for more than two (2) hours, or is required to make more than one appearance during any given off-duty day, such excess time or additional appearances shall be compensated at one and one-half (1.5) times the employee's normal rate of pay for all time spent in such appearances.

SECTION 2. Any employee called into work at a time outside his regularly scheduled shift, shall be paid minimum of two (2) hours, or the actual time, whichever is greater, at one and one-half (1.5) times his regular hourly rate of pay.

SECTION 3. When a dispatcher is not on duty because of approved leave, the Employer will attempt to fill the position with another dispatcher rather than take a patrolman off the road or call a patrolman in for overtime. Dispatchers shall be offered the opportunity to fill the vacant dispatcher's position prior to offering the opportunity to a patrolman.

SECTION 4. Bargaining unit members shall have the option of accumulating up to a maximum of forty (40) hours in accumulated time, court time or call in time each calendar year, this accumulated time maybe taken with the approval of the Chief of Police or his designee during the year that it was accumulated. If the time is not used by December 1, the employer shall buy back these hours at the member's current rate of pay during the first pay period of December.

## ARTICLE 28

### COPIES OF THE AGREEMENT

The City will print copies of this Agreement at City expense and provide one (1) copy to each member of the bargaining unit.

## ARTICLE 29

### INSURANCE

SECTION 1. The City shall provide the same or similar medical benefit program which is currently in effect. The patrol officers and dispatchers shall be responsible for and contribute ten percent (10%) towards the insurance premiums. However the employee's contribution to the family coverage (plan) will be capped at \$60.00 per pay and the employee's contribution to the single coverage (plan) will be capped at \$30.00 per pay in year one, \$65.00 / \$35.00 respectively in year two and \$70.00 / \$40.00 respectively in year three of this Agreement. The City shall continue the practice of reimbursements of co-payments to members of the bargaining units.

SECTION 2. The City shall provide, at no cost to the employee, a family dental program. The dental program will provide one hundred percent (100%) coverage for usual and customary charges and the coverage outlined in Policy No. G4421 issued by the Life Insurance Company of Virginia Dental Program.

SECTION 3. The City shall pay for the optical benefit and hearing benefit provided to the employees

SECTION 4. The bargaining unit members of this labor agreement shall cease payment as set forth in Section 1. of this article for any medical benefit that is provided to members of other bargaining units at no cost, or pay a lesser amount agreed to by any other bargaining unit employee.

SECTION 5. If employee waives family health insurance, he/she will receive a \$1,000.00 reimbursement on each renewal anniversary date of the insurance.

SECTION 6. The City will provide a group life insurance policy which provides coverage in the amount of \$25,000 per employee.

## ARTICLE 30

### PROFESSIONAL LIABILITY INSURANCE

The City will provide liability coverage in the amount of One Million Dollars (\$1,000,000.00) per person per incident for each member to cover any liability which may arise as a result of his law enforcement duties.

## ARTICLE 31

### UNIFORMS AND MAINTENANCE

#### SECTION 1. POLICE OFFICERS

The City shall provide an annual eight hundred fifty dollars (\$850.00) uniform account for each patrol officer to be provided through the City's account, at a business which sells uniforms, for the purchase of any uniform or any equipment required to be used while in the performance of his or her duties.

Any employee hired by the City shall receive an initial issue of all uniforms and equipment. The new hired employee shall be eligible for the uniform allowance in the second year of his employment.

SECTION 2. Listed items will be purchased by the City beginning on the employee's date of hire.

#### POLICE OFFICERS

Shirts	4 Summer (short sleeve)
	4 Winter (long sleeve)
Trousers	6 pairs
Embroidered undershirts for winter	4
Footwear	1 Pair Boots
	1 Pair Shoes
Jacket	1 Light
	1 Heavy (winter)
Head gear	1 Eight Point Hat
	1 Fur Cap
	1 Eight Point Cap Rain Cover
Socks	6 Pair (black)
Gloves	1 Pair (black) Duty Quality
Rain Coat	1 (black)
Neck Tie	2 (blue)
Tie Clasp	1 (silver)
Collar Pins	2 sets (silver)
Whistle Chain	1 (silver)
Shirt Badges	2
Hat Badge	1
Pinch Book	1
Clipboard	1
Bulletproof Vest	1
Traffic Vest	1
Equipment Bag	1

#### DISPATCHERS

Blouses	4 Summer
	4 Winter
Slacks	4 Pair
Skirts	4 (Optional)
Shoes	4 Pair
Ties	3
Name tags	2

Belt gear including: Inner belt, outer belt, holster, cuff case w/cuffs, mace case w/mace, tazer holster, double mag pouch, duty weapon (Glock 22.40 Cal), 2 extra magazines, key fob, rechargeable mag lite, pager case, 60 rounds of duty ammo, rubber glove case.

SECTION 3. Members of the bargaining unit who desire a bullet proof vest shall be issued a vest at no cost to the member, the vest shall be replaced according to the manufactures recommendations. Duty gear will be purchased by the City every three years.

SECTION 4. The City shall purchase a duty weapon for each full time Officer and the weapons will be the same model and make

SECTION 5. The dispatchers and officers shall have all uniforms, required by the Police Department, to be purchased, maintained and replaced on an as needed basis.

SECTION 6. The City shall provide four (4) Tazer Guns to the Department, and each officer shall receive a holster for the Tazer Gun. The guns and holsters shall be issued within 30 days of the signing of this Agreement.

## **ARTICLE 32**

### **VACANCIES AND PROMOTIONS**

Vacancies and promotional opportunities will be filled according to applicable civil service law.

## **ARTICLE 33**

### **TRAINING AND EQUIPMENT**

SECTION 1. The City will provide adequate training opportunities at the discretion of the chief.

Each Officer and Dispatcher, on a rotation basis within their classification may select a training they wish to attend from the training opportunities, that have been requested of the Chief. Said training will be at the expense of the City. The Chief may deny any request if the officer's absence interferes with the normal operations of the department. Any request shall not be unreasonably denied.

SECTION 2. The City will make appropriate arrangements to provide officers with the opportunity to maintain their expertise in current weapons and develop expertise with new weapons. Such arrangements shall include fifty (50) rounds of ammunition a month to each officer. Firearms qualifications shall be consistent with standards required by the

Ohio Peace Officer Training Academy. The Firearms Instructor shall be responsible for scheduling and coordinating the qualification process. The schedule shall be submitted to the Chief of Police for approval.

SECTION 3. The City shall maintain a shooting range for use by employees.

## ARTICLE 34

### HEALTH AND SAFETY

#### SECTION 1. MUTUAL CONCERN:

Occupational safety and health is the mutual concern of the employer, the labor council, and employees. The labor council will cooperate with the employer in encouraging employees to observe applicable safety rules and regulations.

#### SECTION 2. COMPLIANCE:

The employer and employees shall comply with applicable federal, state and local safety laws, rules and regulations and departmental safety rules and regulations.

#### SECTION 3. UNSAFE CONDITIONS:

All employees shall report promptly unsafe conditions to their supervisors. If the supervisor does not abate the problem, the matter should then be reported to the chief of police or designee. In such event, employees shall not be disciplined for reporting these matters to these persons. The chief of police or designee shall attempt to abate the problem or will report to the employee or his representative in five (5) days or less reasons why the problem cannot be abated in an expeditious manner, in which case the matters is automatically referred to the labor-management committee.

**ARTICLE 35**

**DURATION OF AGREEMENT**

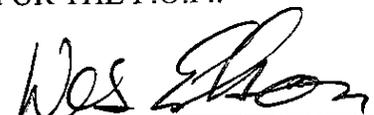
SECTION 1. DURATION.

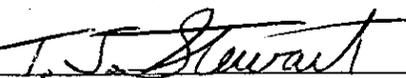
This Agreement shall become effective on the date of its execution and shall continue in full force and effect until October 15, 2010.

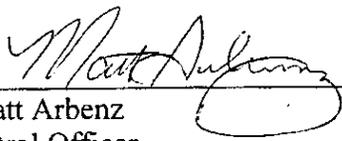
SECTION 2. EXTENSION.

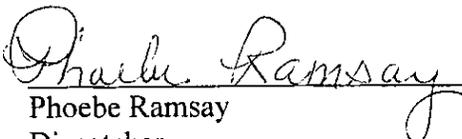
If the negotiations of the successor Agreement continue past October 15, 2010, this Agreement shall be extended until the execution of the successor Agreement.

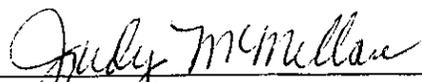
FOR THE F.O.P.:

  
\_\_\_\_\_  
Wes Elson  
Staff Representative

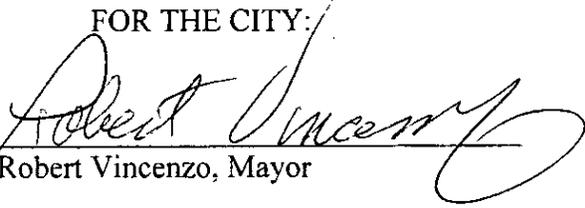
  
\_\_\_\_\_  
T. J. Stewart  
Patrol Officer

  
\_\_\_\_\_  
Matt Arbenz  
Patrol Officer

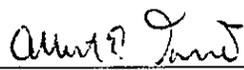
  
\_\_\_\_\_  
Phoebe Ramsay  
Dispatcher

  
\_\_\_\_\_  
Judy McMullen  
Dispatcher

FOR THE CITY:

  
\_\_\_\_\_  
Robert Vincenzo, Mayor

Approved as to form:

  
\_\_\_\_\_  
Albert E. Davies



MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ST. CLAIRSVILLE AND THE FRATERNAL  
ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

The following agreement is entered into on the 15<sup>th</sup> day of October, 2010 between the City of St. Clairsville (Employer) and the Fraternal Order of Police, Ohio Labor Council, Inc. (Union) for the purpose of renewing the current provisions of the Collective Bargaining Agreement between the parties as a successor agreement. To that purpose both parties understand and agree to the following.

1. With the exception of Article 23 Section 1 (wage scale), all provisions of the current Collective Bargaining Agreement effective October 15, 2007 through October 15, 2010, shall be renewed as a three year successor agreement effective October 15, 2010 until October 15, 2013.
2. It is understood that the Parties agree to re-open the terms of Article 23 Section 1 (wage scale) on or around ninety (90) days prior to October 15, 2011 for both of the last two years of the agreement, October 15, 2011 thru October 15, 2013.
3. It is understood that the rate of pay listed as effective October 15, 2009 shall remain in effect until such time as the Parties negotiate a new pay rate. It is also understood that all pay and longevity step raises shall be honored on their effect dates.

FOR THE F.O.P.:

Wes Elson

Staff Representative

T. J. Stewart

Patrol Officer

Matt Arbenz

Patrol Officer

Judy McMillen

Dispatcher

FOR THE CITY:

Robert Vincenzo, Mayor

Approved as to form:

Albert E. Davies

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF :	}	
	}	
FRATERNAL ORDER OF POLICE,	}	CASE NO.(S): 07-MED-07-0709
OHIO LABOR COUNCIL, INC.,	}	07-MED-07-0710
EMPLOYEE ORGANIZATION,	}	
	}	
and,	}	
	}	(This will close the open case for
CITY OF ST. CLAIRSVILLE,	}	Case No.(s): 10-MED-07-0906
EMPLOYER.	}	& 10-MED-07-0907)
	}	

FILING OF EXTENSION TO COLLECTIVE BARGAINING AGREEMENT  
(Addendum)

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of an addendum and extension to the Collective Bargaining Agreement executed between the parties in the above captioned case(s). (See attached).

Respectfully Submitted



Tara M. Crawford  
Paralegal  
F.O.P., O.L.C.I.  
222 East Town Street  
Columbus, Ohio 43215  
614-224-5700

cc: Mr. Al Davies  
stcmayor@stclairsville.com