

STATE EMPLOYMENT RELATIONS BOARD Draft Final 12/21/2010

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AGREEMENT

between the

CITY OF WILLOWICK

and

THE FRATERNAL ORDER OF POLICE  
WILLOWICK - LODGE NO. 116  
(PART-TIME POLICE OFFICERS)

Effective

January 1, 2010

through

December 31, 2012

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**ARTICLE 1**

**PREAMBLE**

Section 1.

This Agreement is made and entered into by and between the City of Willowick (hereinafter referred to as the "Employer"), and the Fraternal Order of Police, Lodge 116 (hereinafter referred to as the (FOP) on behalf of the regular part-time Sworn Police Officers (hereinafter referred to as the Bargaining Unit employees).

Section 2.

The parties acknowledge that during the negotiations which resulted in 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, 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. Therefore, the Employer and the FOP, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain 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.

**ARTICLE 2**

**RECOGNITION AND UNIT DESCRIPTION**

Section 1.

The Employer hereby recognizes the Fraternal Order of Police, Lodge 116, as the exclusive bargaining representative for all regular part-time employees in the Bargaining Unit hereinafter described.

Included: All regular part-time Sworn Police Officers.

Excluded: All other exempt employees pursuant to 4117.01(c) and all other personnel of the City of Willowick.

**ARTICLE 3**

**PROBATIONARY PERIOD**

Section 1.

Each newly hired employee of this Bargaining Unit shall serve a probationary period of twenty-six (26) pay periods in which compensation was paid as wages. It is the Employer's sole and exclusive right to retain or remove an employee at any time during the probationary period.

## ARTICLE 4

### MANAGEMENT RIGHTS

#### Section 1.

It is understood and agreed that the Employer possesses the sole right and authority to operate and direct the employees of the Employer in all aspects, including, but not limited to, all rights and authority exercised by the Employer prior to the execution of this Agreement, except as abridged in this Agreement. These rights include the rights to:

Determine its location, mission, and policies; set forth all standards of service offered to the public; maintain order; hire, assign, direct, transfer, classify, evaluate, promote, and lay off employees; relieve, discharge, suspend, demote, or otherwise discipline employees; terminate, in a non-disciplinary manner, the employment of employees who are rendered or become unable to perform the work normally required of a Police Officer; make, publish, and enforce rules and regulations; determine classifications within, and the number, duties, and qualifications of, the work force; determine work shifts; schedule and assign work, including overtime; determine the numbers of personnel

required; reorganize, abolish, discontinue, reduce, or enlarge number of employees providing part-time police services; determine the methods and means of the work; establish the standards of work; introduce new or improved methods, equipment, or facilities; contract out for goods and services; and to take any and all actions as may be deemed necessary to carry out the mission of the Employer in situations of civil emergency as may be declared by the Employer.

## **ARTICLE 5**

### **DUES DEDUCTION**

#### **Section 1.**

The Employer will deduct from the pay of each Bargaining Unit member who in writing so authorizes it to do so, the required amount of fees for the payment of FOP dues.

#### **Section 2.**

The Employer shall make the bi-weekly deductions in the first two (2) pay periods of each month. Dues deductions to the extent that the employee's wages are sufficient to meet the deductions required shall be made. The Employer shall not be responsible for collection, compilation, or designation of funds that remain uncollected due to an employee's insufficient payroll earnings.

Section 3.

The Employer will begin to deduct dues beginning in the first pay period of the month following receipt of a dues deduction authorization card prior to the fifteenth (15) of the previous month. Any change in the amount of dues will likewise be made in the same manner and will not be changed more than two (2) times per calendar year.

Section 4.

The Employer will forward such dues to the FOP within thirty (30) days of the second pay period deduction. A monthly record of the dues deducted for each employee and total amount deducted shall be forwarded with such deductions.

Section 5.

The FOP agrees to hold the City harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of fair share fees or dues, to indemnify the City for any liability imposed on it as a result of any such suit, claim, or administrative proceeding, and to reimburse the City for any and all expenses incurred by the City in defending any such suit, claim, or administrative proceeding, including attorney fees and court costs. For purposes of this Section, the term "City" includes the City of Willowick and its various offices and officials, whether elected or appointed.

## ARTICLE 6

### HOURS OF WORK

#### Section 1.

Work day, work week, and schedules shall be determined by the Employer and modified accordingly to the operational needs of the Department.

The establishment of a work day, work week, or work schedules in no way grants or provides a guarantee of any minimum number of hours, days of work that may be required.

#### Section 2.

Each regular part-time Patrol Officer shall provide the Employer a "calendar of days" indicating the shift and days of his full-time employment two (2) weeks prior to the first of each month. Planned absences from the employee's full-time position such as vacation or training requirements shall also be listed on the calendar of days. Subject to approval by the Employer, additional days in which personal special events are planned may be shown as unavailable.

Regular unavailability shall be cause for removal. Except as pre-approved by the Employer, employees who fail to provide a calendar of days for two (2) continuous months or three (3) occurrences in a rotating year shall be cause for removal.

Section 3.

The Employer will notify the employee of the dates and times they will be scheduled to work. Disciplinary action will be taken when an employee fails to perform scheduled shifts on days considered as available in their calendar of days.

Section 4.

Overtime is defined as time actually worked in excess of forty (40) hours in an established work week. Employees will be compensated at one and one-half (1-1/2) times the employee's regular straight time hourly rate for such hours actually worked in excess of forty (40) per week.

Section 5.

Effective 1/1/2011, all Bargaining Unit employee's who work on New Years Day, Easter Sunday, Independence Day, Patriots Day, Thanksgiving Day, and Christmas Day shall be compensated for such time at a rates which is one and one-half (1 ½) times the regular rate of compensation.

**ARTICLE 7**  
**COURT TIME**

Section 1.

Effective 1/1/2011, each Bargaining Unit member shall be compensated for time spent in attendance at sessions of court relating to police business for which such attendance is required. Such compensation shall be payable only for attendance

by Bargaining Unit members at court sessions as aforesaid when such sessions are scheduled on their off duty time. Bargaining Unit members receiving compensation under this Article shall receive credit for a minimum of four (4) hours pay.

**ARTICLE 8**

**WAGES AND BENEFITS**

Section 1. - WAGES

Effective January 1, 2010, hourly wages shall be established as follows:

Part-Time Sworn Police Officer

Effective 1/1/2010

Entry Rate	\$17.62
After 18 months	\$18.62
After 5 years	\$19.62

Section 2.

Hourly wage rates in the second and third year of this Agreement shall be established as follows:

Part-Time Sworn Police Officer

Effective 1/1/2011		Effective 1/1/2012	
Entry Rate	\$17.88	Entry Rate	\$18.24
After 18 Months	\$18.90	After 18 Months	\$19.28
After 5 years	\$19.91	After 5 years	\$20.31

Hourly rates of pay shall be based on the employee's uninterrupted length of continuous service since the last date of hire as a Part-Time Sworn Police Officer.

Prior service time of a former City of Willowick full-time Police Officer, who is rehired as a Part-time Officer, shall be counted for purposes of determining the hourly rate of pay as established in Section 1, of this Article.

Section 3. - BENEFITS

Employees, in addition to wages, will be entitled to the following benefits as set out below; pension, Workers' Compensation insurance, uniforms, equipment, and mileage. Bargaining Unit employees will not be entitled to any other benefit that has not been expressly set out herein.

PENSION CONTRIBUTION:

The Employer shall deduct and make such required contribution to the appropriate designated pension fund as required by law.

WORKERS' COMPENSATION INSURANCE:

Bargaining Unit employees will be covered by Workers' Compensation insurance as required by law.

An employee receiving temporary total compensation through Worker's Compensation or similar self funded program as a result of an on duty injury, may be required to return to work in a transitional work assignment as determined by the Employer. Such assignments will be for cases that are temporary in nature and will take into consideration any limitations placed on the employee by the attending physician.

UNIFORMS AND EQUIPMENT:

The Employer will pay an amount required to purchase or replace such uniforms or equipment specifically required by the Employer. Such uniforms or equipment remain the property of the Employer.

MILEAGE:

Whenever it is necessary for the proper conduct of the government, business, affairs or functions of the City, for a Bargaining Unit member to drive his private automobile for such purpose, within or without the City, such Bargaining Unit member shall be reimbursed the expense of such use of his private automobile at the rate of twenty-five (\$.25) per mile driven for

such purpose, and shall also be reimbursed any parking or toll costs directly related to such use; however, this Article shall not apply to driving between the residence of such Bargaining Unit member and the Police Station. Use of a private automobile must be approved in advance by the Mayor or his/her designee.

## ARTICLE 9

### DISCIPLINARY ACTION

#### Section 1.

No employee will be disciplined except for cause.

#### Section 2.

Disciplinary action may include any of the following: cautionary warning, written reprimand, suspension, levy of fines, discharge, or other action such as reassignment, counseling, rehabilitation program, or other conditional requirements may be imposed based on the nature of event.

Progressive disciplinary actions shall not be categorized based on the nature of separate events.

Infractions considered serious by the Employer may immediately result in disciplinary action including discharge.

#### Section 3.

In such events where the Employer intends to discipline an

employee at a level of suspension or greater, the employee shall be offered a pre-disciplinary hearing. The Employer shall give notice of the hearing which includes the nature of the charges and level of discipline intended.

The affected employee shall have the right of representation at any such pre-disciplinary hearing.

At such hearing, the Employer shall present the reasons for the intended action and offer an opportunity for the employee to respond.

#### Section 4.

A letter of rebuttal for any cautionary or written reprimand may be placed in the employee's personnel file, and is not subject to the grievance procedure.

Employees who are suspended, levied fines, or discharged by the Employer for cause in accordance with this Article may appeal such discipline through the grievance procedure set out in this Agreement. Such grievances shall be submitted directly to Step 2.

The grievance procedure is the sole and the exclusive method of resolving appeals of disciplinary action. Employees employed in this Bargaining Unit have no other appeals to any other Board, commission, or legislative branch of the City.

#### Section 5.

Records of any verbal or written reprimands will cease to

have force and effect or to be considered in future disciplinary measures two (2) years after the effective date of the reprimand, providing there are no intervening reprimands during the period.

Records of any suspension will cease to have force and effect or to be considered in future disciplinary measures five (5) years after the effective date of the suspension, providing there are no intervening suspensions during the period.

No provision set out in this Section pertains to probationary employees or to the Employer's right to remove, reduce, or fail an employee in a probationary capacity.

## **ARTICLE 10**

### **GRIEVANCE PROCEDURE**

#### **Section 1.**

The term "grievance" shall mean an allegation that there has been a breach, misinterpretation, or improper application of the express provisions of this Agreement. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement. Any employee who pursues any other available remedy other than provided by this procedure, shall be foreclosed from any further action on such grievance under this procedure.

#### **Section 2.**

A formal grievance shall be reduced to writing. All

grievances must contain the following information:

1. Aggrieved employee's name.
2. Date of the event leading to the grievance.
3. A description of the incident giving rise to the grievance.
4. Date grievance was filed in writing.
5. Specific Articles of the Agreement violated.
6. Desired remedy to resolve the grievance.
7. Signature of grievant.

Section 3.

All grievances must be processed at the proper step in order to be considered at the subsequent step. Nothing contained herein is meant to preclude the parties from mutually agreeing to waive a step of the grievance procedure. Any grievance not answered by the Employer within the stipulated time limits may be advanced by the Union to the next step in the grievance procedure. Any grievance not advanced to its next step within the stipulated time limits by the Union shall be considered resolved at the last step's reply. All time limits on grievances may be extended upon mutual consent of the parties. Work days as defined in this Article shall be Monday through Friday, excluding City designated holidays.

Section 4.

STEP 1 - The Union Steward or employee shall refer the

written grievance to the Chief of Police or his designee within five (5) work days of the occurrence which gave rise to the grievance. The Chief shall have ten (10) work days in which to schedule a meeting with the Union Steward or employee to be held within thirty (30) days of the original filing date. The Chief shall investigate and respond in writing to the Union Steward or employee within ten (10) work days following the meeting date.

STEP 2 - If the grievance is not resolved in Step 1, the Union Steward or employee may refer the grievance to the Mayor within seven (7) work days after receiving the Step 1 reply. The Mayor or their designee shall have seven (7) work days in which to schedule a meeting with the Union Steward or employee, to be held within thirty (30) days of advancement to Step 2. The Mayor or their designee shall investigate and respond in writing to the Union Steward or employee within ten (10) work days following the meeting. The decision of the Mayor shall be final and binding upon the parties.

**ARTICLE 11**

**SAVINGS CLAUSE**

Section 1.

If any provision of this Agreement is subsequently declared by competent legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable laws, statutes, and regulations of the United States of America, the State of Ohio, local ordinances, and other competent, legal jurisdictions, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**ARTICLE 12**

**DURATION**

Section 1.

This Agreement shall become effective on January 1, 2010 after execution, and shall continue in force until December 31, 2012, unless modified or changed by mutual agreement. Either party desiring to amend or modify this Agreement shall give the other party written notice of such intentions at least sixty (60) days prior to the initial termination date of this Agreement. The Agreement may be terminated after the initial expiration date

by either party to the other within seventy-two (72) hours of advance written notice.

IN WITNESS WHEREOF, the parties have caused this contract to be executed December 21, 2010.

CITY OF WILLOWICK

FRATERNAL ORDER OF POLICE,  
LODGE 116

*R. C. J. Bode*

*Daniel Fring*

*Cheryl Benedict*

*PM V*

*Michael J. Lay, Chief*

*John B. [unclear]*

*Thomas M. Stralenczyk*

*[unclear]*

APPROVED AS TO FORM

*[Signature]*

Director of Law