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09-MED-03-0195  
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**AN AGREEMENT BY AND BETWEEN**

**THE CITY OF ELYRIA, OHIO**

**AND**

**THE ELYRIA POLICE PATROLMAN'S ASSOCIATION**

**through June 30, 2013**

**SERB Case No. 09-MED-03-0195**

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## PREAMBLE/PURPOSE

**Section 1.** This Agreement is entered into between the City of Elyria, hereinafter referred to as the “City” or as the “Employer,” and the Elyria Police Patrolman's Association hereinafter referred to as the “Union.”

**Section 2.** The City and the Union agree that they have entered into negotiations to establish this Agreement which has as its purpose the following:

- A. To achieve and maintain a satisfactory and stabilized employer-employee relationship and to promote improved work performance.
- B. To provide for the peaceful and equitable adjustment of differences this may arise.
- C. To attract and retain qualified employees by providing those benefits compatible with the financial resources of the Employer.
- D. To insure the right of every employee to fair and impartial treatment.
- E. To provide an opportunity for the Union and the Employer to negotiate as to wages, benefits, and conditions of employment.
- F. To assure the effectiveness of service by providing an opportunity for employees to meet with the Employer, either individually or through their representatives, to exchange views and opinions on policies and procedures effecting the conditions of their employment.
- G. To provide for orderly and harmonious employee relations in the interest, not only of the parties, but of the citizens of Elyria, Ohio.

**Section 3.** Toward this end, the parties hereto agree to devote every effort to assure that the City and the Union members and officers will comply with the clear provisions of this Agreement. This Agreement pertains to employees within the Bargaining Unit as defined hereunder.

**Section 4.** Nothing contained in this Agreement shall alter the authorization conferred by the ordinances and resolutions of the Elyria City Council, applicable State and Federal laws, and the Constitutions of the State of Ohio and the United States of America upon any City official or to in any way abridge or reduce such authority.

**Section 5.** This Agreement is subject to all applicable Federal and State laws, City Council ordinances or resolutions, and shall be interpreted wherever possible so as to comply fully with such laws, provisions, or any judicial decision interpreting them.

## ARTICLE 1 UNION RECOGNITION

**Section 1.1.** The City recognizes the Elyria Police Patrolman’s Association as the sole and exclusive bargaining representative for a bargaining unit comprised of all full-time, sworn police

patrol officers employed by the City of Elyria excluding the Chief of Police and Sergeants and above. The word "employee" as used in this Agreement means those employees who are members of the bargaining unit covered by this Agreement.

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

**Section 2.1.** Nothing herein shall be construed to restrict any constitutional, statutory, legal, or inherent exclusive Management rights with respect to matters of general legislative or managerial policy. The City shall retain the right and the authority to administer the business of its departments and in addition to other functions and responsibilities which are not specifically modified by this Agreement, it shall be recognized that the City has and will retain the full right and responsibility to direct the operations of its departments, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for cause, and to maintain discipline among employee; not in conflict with the Ohio Revised Code;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
- C. To determine the City's goals, objectives, programs, services and to utilize personnel in a manner designated to effectively and efficiently meet these purposes;
- D. To determine the size and composition of the work force, staffing patterns, and each department's organizational structure, including the right to layoff employees from duty due to lack of work, austerity programs, or other legitimate reasons;
- E. To determine the hours of work, work schedules and to establish the necessary work rules, policies and procedures for all employees;
- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To determine the City's budget and uses thereof;
- I. To maintain the security of records and other pertinent information;
- J. To determine and implement necessary actions in emergency situations;
- K. To maintain the efficiency of governmental operations;

- L. To exercise complete control and discretion over department organization and the technology of performing the work required;
- M. To set standards of service and determine the procedures and standards of selection for employment.

**ARTICLE 3**  
**NO STRIKE/NO LOCKOUT**

**Section 3.1.** Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognizes their mutual responsibility to provide for the uninterrupted services essential to the public health, safety and welfare of the citizens of the City of Elyria. Therefore:

- A. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, sick out, walkout, slowdown or any other interruption of operations or services of the Employer, by its members or other employees of the Employer. When the Employer notifies the Union by certified mail that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work; and if the Union fails to post such notice, the Employer shall have the option of canceling any Article, Section, or Sub-section of this Agreement. Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be discharged or have other disciplinary action taken.
- B. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union, unless those members shall have violated Section A above.

**Section 3.2.** Nothing herein shall restrict any statutory rights of the City to act in regard to an illegal strike by its employees.

**ARTICLE 4**  
**LAYOFFS AND RESTORATION**

**Section 4.1.** When it becomes necessary in the Elyria Police Department, through lack of work or causes other than disciplinary reasons, to reduce the force in said Department, the youngest patrolman employed in point of service shall be the first to be laid off.

**Section 4.2.** In the event that a position in the Elyria Police Department, above the rank of patrolman, is abolished and the incumbent of such position had been permanently appointed thereto, he shall be reduced to the next lower rank in such department, and the youngest officer

in point of service in the next lower rank shall be reduced to the next lower rank and on down until the youngest officer in point of service has been reached, who shall be laid off.

**Section 4.3.** The names of individuals holding permanent positions in classified service, who have been laid off under the provisions of this Section, shall be placed by the Commission on an appropriate "Layoff List" in order of their original appointment and for a period not to exceed one (1) year, shall be certified to all appointing authorities as in the case of the original appointments. Whenever discontinued positions are re-established or other cause for layoff is terminated and a request is made for certification for those eligible, former employees of the department who have been laid off and whose names appear on the "Layoff List," shall be the first to receive appointments.

**Section 4.4.** In the event that a position of patrolman in the Elyria Police Department, once abolished and made unnecessary, be found necessary to be re-established within three (3) years from the date of the abolishment, or should a vacancy occur through death, resignation or any other cause within three (3) years of the date of the abolishment of such position or layoff, the oldest patrolman employee in point of service of those laid off shall be entitled to the position, providing he was, at the date of his separation, a regular and permanent employee hold a rank at least equal to or above that which had been abolished or found unnecessary.

**Section 4.5.** The City agrees that prior to any layoffs they will first canvass all employees of the department to determine if any employees desire to request voluntary leave of absence.

## **ARTICLE 5** **PAYROLL DUES DEDUCTIONS**

**Section 5.1.** The City agrees to deduct regular Union membership dues once per pay period from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Auditor by the Secretary/Treasurer of the Union. Upon receipt of the proper authorization, the City will deduct Union dues the next payroll period in which Union dues are normally deducted following the pay period in which the authorization was received by the Employer. Payroll deduction authorization shall be on the form provided by the Union and approved by the City.

**Section 5.2.** It is specifically agreed that the City assumes no obligation, financial or otherwise, arising out of the provision of this Article and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the City hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 5.3.** The Employer shall be relieved from making such dues deductions upon the employee's (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.

**Section 5.4.** The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

**Section 5.5.** It is agreed that neither the employees nor the Union shall have a claim against the City for errors in the processing of deductions unless a claim of error is made to the City, in writing, within thirty (30) days after the date of such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that Union dues will normally be deducted by deducting the proper amount. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

**Section 5.6.** One (1) month advance notice must be given the City Auditor prior to making any changes in an individual's dues deduction. The Employer agrees to furnish the Secretary-Treasurer of the Union a warrant in the aggregate amount of the dues deductions.

## **ARTICLE 6** **FAIR SHARE FEES**

**Section 6.1.** Twelve (12) months following the date of hire, each employee who is not a member of the EPPA shall, as condition of employment, pay or tender to the EPPA amounts equal to the periodic dues applicable to members as fair share fee in accordance with the provisions of the Ohio Revised Code §4117.09 (C), for the period from such effective date of this Agreement until the termination of this Agreement. Said "fair share" shall cover each employee prorated share of:

1. The direct costs incurred by the EPPA in negotiating and administering this agreement and of settling grievances and other disputes arising under this agreement; and
2. The EPPA's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees covered by this Agreement.

**Section 6.2.** Fair share fees shall be deducted and remitted during the same period as dues provided the employees have received sufficient wages during the applicable pay period to equal the deduction. The Employer's responsibility to deduct such fair share fees is contingent, however, upon the Union's fulfillment of all obligations imposed upon it by this article and its agency fee payer objection policy.

**Section 6.3.** The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of this article regarding the deduction of fair share fees. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition therefore shall be the sole and exclusive obligation and responsibility of the Union.

**ARTICLE 7**  
**PREVAILING RIGHTS**

**Section 7.1.** The City agrees not to diminish any clearly established benefits in effect and regularly provided to employees at the time of the signing of this Agreement, but which are not specifically referred to in this Agreement and they shall remain in full force during the terms of this Agreement.

**ARTICLE 8**  
**PLEDGE AGAINST DISCRIMINATION AND COERCION**

**Section 8.1.** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without unlawful discrimination as to age, sex, marital status, race, color, national origin, religion, ancestry, military status, disability/handicap, political affiliation and involvement or non-involvement in the Union. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

**Section 8.2.** All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

**Section 8.3.** The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the employer or any employer representative against any employee because of Union membership or because of any authorized employee activity in an official capacity on behalf of the Union.

**Section 8.4.** The Union recognizes its responsibility as bargaining agent and agrees to equally represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

**Section 8.5.** The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, or coercion by the Union or its representatives against employee exercising the right to abstain from membership in the Union or involvement in Union activities.

**ARTICLE 9**  
**RULES AND REGULATIONS**

**Section 9.1.** The Union recognizes that the Employer designee(s), in order to carry out its statutory mandates and goals, has the right to promulgate reasonable policies, rules and regulations, consistent with statutory authority, to regulate the conduct and work performance of employees. The Union agrees that its members shall comply with all Elyria Police Department policies, rules and regulations, including those relating to conduct and work performance.

**Section 9.2.** The Employer's policies, rules and regulations shall not violate any provisions of this Agreement. Any complaint involving a conflict between the terms of the Agreement and a policy, rules and regulations may be resolved through the Grievance Procedure.

All rules and regulations, special notices and bulletins pertaining to specific articles of this Agreement shall be discussed with the Union and the Employer before adoption as Police Department policies, rules or regulations. Any policy change shall be signed as received by the Union president or vice president prior to its effective date.

**Section 9.3.** New departmental written rules and regulations will be furnished to each patrolman within ten (10) working days. The Employer will prepare all prior written orders which are still effective, in a booklet form and each patrolman will receive a copy.

**Section 9.4.** The Employer shall name up to three (3) representatives and the Union shall name up to three (3) representatives to sit as a committee which may make recommendations to the Safety-Service Director, regarding the development of new Police Department rules and regulations.

## **ARTICLE 10** **WORK SCHEDULE AND HOURS**

**Section 10.1.** During the period of this Contract, each employee covered by this Contract shall work a tour of duty which shall consist of five (5) eight (8) hour days in a calendar week and shall be so assigned by the Chief of Police or his appropriate administrative assistant. These assignments shall be posted in advance for a twelve (12) week period. At no time shall there be less than a twelve (12) week advance schedule posted on the departmental bulletin board.

**Section 10.2.** The City shall provide patrolmen within the same working group a preference for work schedule shifts and days off based upon seniority. For purposes of this contract, working group is defined as employees working in the same division and in the same classification that are called upon to perform similar duties in their daily activities. This is a preference not a right. Each employee shall be notified in writing by the officer in charge of the shift of any change in work schedules, after the twelve week schedule has been posted, at least forty-eight (48) hours prior to the effective time of change unless such change is required because of an emergency. Notification shall be made on a form mutually agreed to between the Union and the City.

**Section 10.3.** All hours worked in excess of the normal tour of duty in Section 10.1 shall be considered overtime.

## **ARTICLE 11** **SHIFT EXCHANGE**

**Section 11.1.** Officers in the same working group, as defined in Article 10.2, shall have the privilege of shift exchange. The request for shift exchange shall be submitted to the officers in charge at least seven (7) days previous to the time that the change will take effect. The request shall contain the signatures of the patrolmen and the reason for the proposed exchange. Permission of the officers in charge is required.

If the exchange is denied by either of the officers in charge, the denial must state the reason in writing. If denied, the request may be appealed within forty-eight (48) hours to the Chief or

Safety Service Director who shall reply in writing within forty-eight (48) hours. The time limits above shall exclude Saturdays, Sundays and holidays.

A shift exchange may be requested with less than seven (7) days notice with the permission of the officer in charge of both shifts.

The length of any shift exchange shall be for the length of time as agreed to between the officers requesting said shift exchange.

**Section 11.2.** It is understood that the exchange does not result in the payment of overtime to the parties involved. It is also understood that the shift exchange includes exchange of scheduled days off if the exchange period includes the days off of one or more patrolmen. It is further understood that the time the patrolman was originally scheduled to work shall be credited to his original shift.

**Section 11.3.** During an exchange shift, if manpower levels permit the Officer to use court time or personal day, that Officer will be charged with the appropriate time if used.

## **ARTICLE 12** **OVERTIME**

### **Section A-Overtime**

**Section 12.1.** Overtime shall be paid at one and one-half (1-1/2) times a rate determined by dividing the employee's annual base pay by 2080 hours. In addition, for all hours actually worked, the overtime rate shall include longevity entitlement effective January 1, 2012. Any employee clocking in late shall be docked to the nearest tenth (1/10) of an hour.

**Section 12.2.** All employees covered by the agreement shall receive overtime pay when called in (when off duty) for departmental business, court appearances, emergencies, special events, or required schooling (excluding college accredited courses for which compensation is already awarded), in the amount of a minimum of four (4) hours at the overtime rate, and if the employee works beyond the minimum four (4) hours, shall receive compensation for his actual time (to the nearest tenth of an hour) worked at the overtime rate as defined in Section 12.1 hereof.

**Section 12.3.** If an employee is held over at the close of the regular shift the employee shall be paid at the overtime rate for the actual time worked to the nearest tenth (1/10) of an hour for the first thirty (30) minutes. If the employee is held beyond the thirty (30) minutes, the employee shall be paid a minimum of two (2) hours pay at the overtime rate and if the employee works beyond the minimum of two (2) hours he shall be paid for the actual time worked to the nearest tenth (1/10) of an hour.

**Section 12.4.** An employee may choose compensatory time in lieu of overtime payments by mutual agreement with the Employer, where the use of compensatory time is permitted by the Federal Fair Labor Standards Act. However, if an employee is working overtime as a result of the Employer granting another employee's request for compensatory time off, the employee working the overtime shall receive overtime payment and may not choose compensatory time.

The total amount of such overtime accumulated by each officer shall be ascertained and certified by the office of the Safety Service Director. Each employee may use hours in this bank as time off with permission from Supervisor, and should not be unreasonably denied. On the first pay-day of October, officers will be paid for all hours accumulated in excess of two hundred (200) and with approval of the Auditor and thirty (30) days notice, may cash in all or part of his accumulated hours.

**Section 12.5.** In January, April and July each Officer shall have the option of reducing by forty (40) hours his accumulated compensatory time. Payment for these forty (40) hours shall be at a rate determined by dividing employees' annual salary (including longevity) by 2080.

**Section 12.6.** When one or more employees are placed on alert status or on call status while off duty by the Police Chief or his designee, four (4) hours pay for each day will be granted to those employees placed on such status.

**Section 12.7.** Four (4) hours overtime, at the appropriate overtime rate of pay, will be paid to an officer for City required court appearances on days off or when on vacation status, regardless of the number of appearances made during that four (4) hours. All employees will be required to check out at the station after each court appearance. The employee shall provide the City with a time stamped copy of the subpoena for the purpose of verifying the court appearance where practicable. The City agrees that it will provide an employee with at least twelve (12) hours advance notice of cancellation of any court appearance. If cancellation is not received within twelve (12) hours of the scheduled appearance, said employee is to turn in the cancelled subpoena to the officer-in-charge (OIC) by midnight of the date of the scheduled appearance. For the purposes of this section, City required court appearances shall mean any court appearance which is required by the City of an employee as a result of his official duties as a Police Officer. The following are examples but are not intended to limit the above definition to only said examples: A.) Criminal case appearances; B.) Civil case appearances; and C.) Administrative hearing appearances such as Board of Liquor Control, Bureau of Motor Vehicles, Civil Service Commission, etc.

**Section 12.8.** When an employee is assigned to higher supervisory duty for all or part of a shift, he shall receive credit for such service according to the following schedule:

One (1) hour or more	.2 overtime hours
Two (2) hours or more	.4 overtime hours
Three (3) hours or more	.5 overtime hours
Four (4) hours or more	.7 overtime hours
Five (5) hours or more	.9 overtime hours
Six (6) hours or more	1.0 overtime hours

If an employee is assigned to a higher supervisory duty on his second day off, he will receive credit for such service according to the above schedule; however such credit shall be at two times the employee's basic hourly rate.

**Section 12.9.** For pay purposes an employee's consecutive days off shall be counted as Saturday and Sunday. All employees shall be entitled to receive compensation at the rate of one and one-half (1-1/2) times their base rate of pay for each hour worked on their first day off and double their base rate of pay for each hour worked on their second day off. If any employee's first day off is a Sunday, then the rate under this Section shall be one and one-half (1-1/2) times their base rate of pay. The exception to this would be if either day off is a holiday as defined in Section 12.10. In that case, the employee would be paid overtime at the appropriate rate as described in that Section.

**Section 12.10.** All employees covered by this Agreement shall receive overtime pay when called in to work when it is not the employee's regularly scheduled tour of duty as follows:

- A. Two (2) times the basic hourly rate of pay for Sundays, vacation days and legal holidays, except New Years Day, Thanksgiving Day and Christmas Day.
- B. Three (3) times the basic hourly rate of pay for New Years Day, Thanksgiving Day and Christmas Day.

**Section 12.11.** All employees regularly scheduled to work on Thanksgiving, Christmas Eve and Christmas Day, and who actually work shall be paid one and one-half (1 1/2) times the basic hourly rate.

### **Section B—Overtime Equalization**

**Section 12.12.** Prior to the beginning of each three (3) month lineup, sworn personnel will be polled and asked if they are willing to work any overtime during the upcoming lineup. Sworn personnel, including sworn personnel in units other than patrol, willing to work overtime on a call out basis will be subject to being offered overtime on any shift or days of the week that they are signed up for, as long as they are not on double-time status. Officers will be allowed to sign up for a maximum of six (6) days per week (excluding double time day). There will be a list for each day of the week.

Once it has been determined which sworn personnel wish to be offered overtime, the lists (one for each day of the week) will be established by departmental seniority. Officers who are on an authorized leave of absence (e.g., FMLA, Military, Vacation, Union, Training, etc.) or who are participating in a light duty assignment will not be contacted for overtime.

When the need arises to call out an officer, the OIC of the Patrol shift shall refer to the overtime list for the corresponding day of the week that requires overtime. The Officer accepting the overtime detail will work at a minimum four (4) hours or up to the whole amount offered.

- A. The OIC will start with the senior-most person in the patrol unit on the daily list as defined above. For every person called or contacted, the OIC will enter the date, cris#, and one of the four (4) one letter codes (R = refused, W = worked, O= on duty, or M = Message) in the block next to the officer that was called. A minimum of five (5) minutes should be allowed for a call back of officers that had a message left for them.

- B. If the first officer called is not reached or does not want to work the overtime offered, then the OIC will mark the column, and move to the next officer. The list of officers in the patrol unit shall be exhausted before overtime is offered to sworn personnel in other units. Once the overtime has been filled, the OIC will stop with the last officer that accepted the overtime.
- C. When overtime is needed again for the same day of the week in question, the OIC will use the corresponding overtime day list and start with the patrol unit officer where the last OIC left off.
- D. If the overtime is being scheduled at least one (1) week in advance, the OIC may notify all persons on the appropriate list of the opportunity for overtime by email. Employees notified by email shall have twenty-four (24) hours to respond to the OIC's email to indicate their interest. The OIC shall thereafter schedule the overtime in accordance with the seniority rotation by day of the week as it stands at the deadline for response.
- E. Where there is insufficient time to utilize the overtime list, or it was exhausted, the officers on the working shift will be polled. The officer with the most seniority will be first offered the overtime until the least senior officer has been offered. If no working officer wishes to work the holdover, the on-shift officer with the least amount of seniority on the shift shall be ordered to hold over and work over for up to four (4) hours.
- F. If there is a violation of this section of the contract, the Union and the City agree that the remedy will be that any employee improperly skipped will be granted the opportunity to work two (2) hours of holdover overtime after a shift of his choice within the following two (2) weeks.
- G. Double time and holiday double or triple overtime offerings. In the event that the overtime list has been exhausted and no person can be found to work the overtime at the rate of time and one-half, the OIC will offer the overtime based on seniority to all officers assigned to the affected shift first, who are eligible for double time and then triple time, then continue on to the officers assigned to the oncoming shift, if necessary. Ordered holdover overtime pursuant to paragraph E above shall be utilized before offering double or triple time overtime.

**ARTICLE 13**  
**WAGES**

**Section 13.1.** Effective July 1, 2010, all employees within the bargaining unit shall be compensated in accordance with the following schedule:

Class A Patrolman	\$50,562.93
Class B Patrolman	\$46,738.38
Class C Patrolman	\$41,821.11

**Section 13.2.** Effective with the first full pay period in July 2011, all employees within the bargaining unit shall receive a base pay in accordance with the following schedule, which reflects a one percent (1%) pay increase:

Class A Patrolman	\$51,068.56
Class B Patrolman	\$47,205.76
Class C Patrolman	\$42,239.32

**Section 13.3.** Effective with the first full pay period in July 2012, all employees within the bargaining unit shall receive a base pay in accordance with the following schedule, which reflects a one and one-half percent (1.5 %) pay increase:

Class A Patrolman	\$51,834.59
Class B Patrolman	\$47,913.85
Class C Patrolman	\$42,872.91

**Section 13.4.** Longevity refers to an employee's elapsed time of employment by the City.

**Section 13.5.** Longevity shall be computed by starting with the employee's first day on the City payroll, and including every additional and continuous day that the employee remains on the payroll.

**Section 13.6.** An employee is allowed one interruption of this continuous service, but only if that interruption is for less than 200 days. An interruption of 365 days or more means that longevity starts from the day the employee returns to the payroll. The days missed in the period of time of less than 200 days will be counted towards an employee's longevity, while the days missed between 200 days and 364 days will not be counted towards longevity, but will be subtracted from an employee's total longevity time.

**Section 13.7.** Longevity benefits will be a one (1) percent salary increase for each year completed on the payroll following the completion of the employee's first anniversary date on the City payroll. The one (1%) percent increments due to longevity are limited to a maximum of twenty percent (20%).

**Section 13.8.** Employees, for the purposes of longevity, are limited to all regular, full-time employees.

**Section 13.9.** There will be a voluntary health wellness program with a fitness exam administered during the month of June each year by the Chief of Police or his designee. Officers may participate in the voluntary fitness exam and shall be compensated for successfully completing the exam \$500.00 per year to be paid in the first pay period in July.

The voluntary fitness exam for Officers age 44 and under will consist of push-ups, sit-ups, and a 1.5 mile run as follows:

	<u>Males:</u>	<u>Females</u>
	<b>(Age &lt; 29)</b>	<b>(Age &lt; 29)</b>
Sit-ups (61 min.)	40	35
Push-up	33	18
1.5 mile run	12:18	14:55
	<b>(Age 30-39)</b>	<b>(Age 30-39)</b>
Sit-ups (1 min.)	36	27
Push-ups	27	13
1.5 mile run	12:51	15:26
	<b>(Age 40-44)</b>	<b>(Age 40-44)</b>
Sit-ups (1 min.)	31	22
Push-ups	21	11
1.5 mile run	13:53	16:27

The voluntary fitness exam for Officers age 45 and over will consist of a 12-minute walk-run (distance covered in 12 minutes) as follows:

<u>Males</u>		<u>Females</u>	
Age 45-49	1.25 miles	Age 45-49	.99 miles
Age 50-59	1.17 miles	Age 50-59	.94 miles
Age 60 & <	1.03 miles	Age 60 & <	.87 miles

### ARTICLE 14 LIFE INSURANCE

**Section 14.1.** The City agrees to provide a life insurance policy in the amount of fifty thousand dollars (\$ 50,000) for each bargaining unit employee.

**Section 14.2.** The City agrees to make available to employees voluntary, supplementary insurance programs.

### ARTICLE 15 VACATIONS

**Section 15.1.** All regular full-time employees shall be granted the following vacation leave with full pay based upon their length of service as follows:

<u>Length of Service</u>	<u>Length of Vacation</u>
One (1) but less than seven (7) years	Two (2) Calendar weeks
Seven (7) but less than thirteen (13) years	Three (3) Calendar weeks
Thirteen (13) but less than twenty (20) years	Four (4) Calendar weeks

Twenty (20) but less than twenty-five (25) years	Five (5) Calendar weeks
Twenty-five (25) years or more	Six (6) Calendar weeks

**Section 15.2.** An employee becomes eligible for vacation leave on his employment anniversary date, and vacation leave shall be taken by the employee within twelve (12) months after it is earned. The Union agrees that if any member of the bargaining unit takes any vacation time off before they are eligible for it and then ends employment with the City, said time will be deducted from his last pay check.

**Section 15.3.** If an employee is terminated (voluntarily or involuntarily) prior to taking his vacation, he shall receive the prorated portion of any fully earned but unused vacation leave at the time of separation. In case of death of an employee, the unused vacation leave shall be paid to his estate.

**Section 15.4.** Scheduling of vacation will be done in accordance with the procedure established by the Police Chief.

**ARTICLE 16**  
**HOLIDAYS**

**Section 16.1.** The employees covered by this Agreement, who are assigned a rotating shift and days off, are authorized ten (10) additional vacation days in lieu of the hereinafter stated ten (10) holidays, whether or not the employee actually performed services on the stated holidays. All other employees will have the option of taking the holidays off, or additional vacation days.

1. The first day of January known as New Year's Day;
2. The third Monday of February known as Presidents Day
3. The day celebrated as Memorial Day;
4. The fourth day of July known as Independence Day;
5. The first Monday in September known as Labor Day;
6. The day celebrated as Columbus Day;
7. The eleventh day of November known as Veteran's Day;
8. The fourth Thursday in November known as Thanksgiving Day;
9. The twenty-fifth day of December known as Christmas Day;
10. One-half day off on New Year's Eve
11. One-half day off for Good Friday.

**Section 16.2.** In addition to Section 16.1 above all employees shall receive three (3) days off per year for personal business, one (1) day off for the employee's birthday, and one (1) day off for Martin Luther King Jr. Day. These personal days may be carried over to the next succeeding year; however, any days so carried over must be used by December 31st of the next succeeding year. If an employee has more personal days than he can carry over for the succeeding year, those personal days in excess shall be converted to compensatory time on a one-to-one basis and be used personal to Article 12 of this agreement.

One (1) additional personal day will be granted upon request, to any employee during his/her last three (3) years of employment for purposes of accommodating that employee's retirement logistics, i.e., meet with Police Fire Pension Board.

**Section 16.3.** In addition to Sections 16.1 and 16.2 above, all employees shall receive one (1) day off for any day declared by the Mayor of Elyria as a holiday, celebration, or a day of mourning.

## **ARTICLE 17** **CLOTHING ALLOWANCE**

**Section 17.1.** List of job related equipment which the City of Elyria is to provide and maintain for officers of the Police Department.

- (1) Pair Insulated Severe Weather Boots
- (1) Insulated Severe Weather Jumpsuit or Snowmobile Suit
- (1) Pair Inclement Weather Shoe Boots
- (1) Bullet Proof Vest
- (1) Riot Helmet
- (2) Riot Jumpsuits
- (1) Riot Cap (Baseball type)
- (1) Riot Gas Mask
- (1) Rechargeable Mag-Lite ML-5000
- (1) Streamline Stinger Flashlight
- (1) Riot Equipment Bag
- (1) Velcro Equipment Belt
- (1) Velcro Trouser Belt
- (2) P226 Magazines
- (1) Utility knife with case (Buck 110)
- (1) P226 Magazine Pouch
- (1) Baton Ring
- (1) Pair Handcuffs
- (1) Handcuff Case
- (1) P226 SSIII Holster
- (1) Service Weapon
- (3) Badges (2 Breast and 1 Cap)
- (1) Asp
- (1) Asp holder
- (1) Pepper spray
- (1) Pepper spray holder

Badges to be issued by number based upon length of continuous service, the Patrolman with the longest service duty to receive the lowest badge number. If one or more Patrolmen leave the Police Department for any reason, badges will be reassigned, based on the length of continuous service, in October of each year.

The individual officer is responsible for the condition of the above indicated items, and shall request replacement of such equipment when necessary. When replacement is authorized, the cost will be paid by the City. The initial issuance of equipment to be provided to new personnel in the first year of employment with the City of Elyria, Police Department is:

- (10) Shirts - 5 summer short sleeve, 5 winter long sleeve
- (5) Pair Uniform Trousers
- (1) Pair Black Shoe Boots
- (2) Uniform Hats - 1 summer mesh, 1 winter cloth
- (1) Winter Trooper Style Hat
- (1) Blauer Cruiser Jacket
- (1) Reversible Raincoat
- (1) Light-Weight Spring and Fall Jacket
- (2) Name Tags
- (2) Cross Pens
- (14) Uniform Flags
- (14) Uniform Patches
- (1) Accident Ruler
- (1) Pair Black Winter Gloves
- (1) Commando Sweater

**Section 17.2.** Each employee shall receive a clothing allowance of nine hundred seventy-five fifty dollars (\$975.00) for purchase of regulation uniform and clothing as prescribed by the Chief of Police to be paid in the month of January 2007 and one thousand twenty-five dollars (\$1,025.00) for purchase of regulation uniform and clothing as prescribed by the Chief of Police to be paid in the month of January 2008. Each employee shall produce vouchers and/or receipts on or before December 15th of each year to demonstrate that this allowance had been used for the purchases and/or maintenance of the regulation uniform and clothing.

In addition to the annual clothing allowance, there shall be a one-time payment to any unit member after permanent assignment to an investigative position, of two-hundred fifty (\$250.00) dollars.

**Section 17.3.** There shall be no change in the standard uniform during the terms of this Agreement without the approval of the Chief of Police and the Union.

**Section 17.4.** Clothing or equipment (other than that listed this section) which is worn or used by an officer with departmental approval will be repaired, where possible, or replace, if necessary, if such clothing or equipment is damaged while being used on-duty in the performance of an officer's duties. The Department may replace the clothing or equipment with a similar item of reasonable value. Replacement costs will not exceed the price of standard or comparable items worn or carried by other officers. Items will not be replaced if the damage or loss of the item results primarily from negligence of the officer involved. The value of any time piece shall be limited to fifty dollars (\$50.00).

**ARTICLE 18**  
**MEDICAL DENTAL PERFORMANCE**

**Section 18.1.** The City agrees to continue to provide the bargaining unit employees a hospitalization plan that will provide the employees with the same or equivalent coverage as the plan in effect upon execution of this agreement except as provided for in Section 6 of this Article.

**Section 18.2.** The monthly cost for family and single coverage shall be shared between the City and the employee; the City shall pay eighty-five percent (85%) of the cost and the employee shall pay fifteen percent (15%) of the cost. Beginning with the first pay period of the month after execution of this agreement, the employee per-pay contribution shall be \$33.75 for single coverage and \$67.50 for family coverage. The City's monthly contribution shall be \$413.00 for single coverage and \$826.00 for family coverage. Thereafter, the contribution rates shall be determined in accordance with the calculation of costs as set forth in Sections 3 and 6 of this Article.

**Section 18.3.** At the beginning of each quarter (no later than the 15<sup>th</sup> day of each of the following months: February, May, August, and November), the City shall have calculated an amount equal to the actual cost of providing the hospitalization (hereinafter "actual cost") for the preceding five (5) quarters, or fifteen (15) months, including the cost of administering the plan, medical claims, the stop-loss insurance, maintenance of the plan, the maintenance of or accumulation of an adequate reserve (defined in Section 4), together with set offs for any COBRA payments, interest earned by the funds in the Employee's Health and Hospitalization Fund for the previous quarter, and any excess carry-over as determined below.

If the amount of actual cost is less than the established contribution amount, then any additional amount shall be retained in the Employee's Health and Hospitalization Fund and credited against the next succeeding quarter's actual cost.

**Section 18.4.** The parties agree that two hundred thousand dollars (\$200,000.00) shall be an adequate reserve balance. The parties shall adjust benefit levels and/or contributions such that the reserve will accumulate funds over a reasonable period of time, until the above adequate balance is achieved. If the reserve falls in deficit, the EHP Committee shall immediately meet to discuss and make a decision regarding the Plan as set forth in Sections 2 and 3.

**Section 18.5.** Nothing in this Article shall diminish the City's obligation to provide and pay for the hospitalization plan established.

**Section 18.6.** There shall be an Employee's Hospitalization Plan (EHP) Committee comprised of one (1) representative from each of the City Employee bargaining units whose members are eligible for health care benefits and who have agreed to have a representative on the Committee and three (3) representatives appointed by the City. Each local Union shall have its secretary notify the City of the name(s) of its representative(s). Decisions of the Committee shall be by majority vote of the Committee.

- A. The Committee shall meet no later than the 15<sup>th</sup> of February, May, August, and November to make decisions for the following quarter. The City will provide the EHP Committee with all costs and experience data it has available.
- B. The EHP Committee may decide any of the following:
  - i.) To keep the same plan and pass on any cost increases above the rates set forth in Section 2 of this Article; or
  - ii.) To change the plan and reduce the level of benefits so that there is no increase in the cost of the plan; or
  - iii.) To change the plan and reduce the level of benefits and if there is an increase to the rates set forth in Section 2 of this Article, pass that increase on based on Section 2; or
  - iv.) To change the plan and increase the level of benefits if there is a decrease to the rates set forth in Section 2 of this Article and pass that decrease on through contributions as set forth in Section 2.
- C. The Committee may not change the percentage split (85% Employer and 15% employee) of the monthly cost.
- D. Decisions of the Committee are final and cannot be changed unilaterally by the City. The EHP Committee shall meet as set forth in Section 3 and make a decision based on Section 6B if necessary. If the Committee is going to decide that the City must take bids, the Committee must provide the City with the necessary information by September 15 preceding the year for which bids are taken.
- E. There shall be an EHP Committee meeting prior to any increase in the employee's contribution.

**Section 18.7. Spousal Hospitalization.**

- A. The parties agree that spouses of City employees that are employed elsewhere and have health care coverage available through their respective employers shall be required to obtain single coverage through that employer as long as the cost of that single coverage to the spouse is one hundred twenty-five dollars (\$125.00) per month or less. In those cases, the City shall not provide primary coverage for spouses of City employees who are employed and have health care available via that employer and at that cost.
- B. The City will continue to provide primary coverage for those spouses whose single plan coverage costs the spouse more than one hundred twenty-five dollars (\$125.00) per month.

- C. In exchange, the City agrees to reimburse City employees the actual monthly contribution for their spouse's single coverage, up to the monthly amount of one hundred twenty-five dollars (\$125.00) per month.
- D. The employee shall provide proof that the spouse either enrolled in their employer's health coverage or that they are ineligible for coverage through their employer. City employees shall be required to report to the City Auditor any changes to the actual monthly contribution required by the spouse's employer or the spouse's eligibility for coverage by the spouse's employer immediately after the spouse is provided with notification of such changes by the spouse's employer.

**ARTICLE 19**  
**SICK LEAVE**

**Section 19.1. Sick Leave Accrual.** Bargaining unit employees shall accrue sick leave credit at the rate of two and three tenths (2.3) hours for each forty (40) hours of service in active pay status (i.e., during paid vacation and sick leave). Sick leave credit shall not accrue during any unpaid leave or disciplinary suspension. Advance use of sick leave shall not be granted. An employee shall not accrue sick leave credit in excess of the above rate for working overtime. Sick leave is accumulated without limit.

**Section 19.2.** Sick leave shall be charged in minimum units of one half (1/2) hours. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

**Section 19.3.** Sick leave may be granted to an employee upon approval of the Employer for the following reasons:

- A. Illness or injury of the employee or a member of his immediate family, wherein the employee's presence is required.
- B. Death of a member of his immediate family (see Bereavement Leave).
- C. Medical, dental or optical examination or treatment of employee or a member of his immediate family, which requires the employee and which cannot be scheduled during non-working hours.
- D. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or who, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
- E. Pregnancy and/or childbirth and other conditions related thereto.

**Section 19.4.** To be eligible for paid sick leave an employee must report prior to his scheduled starting time the reason for his absence to his Department Head or his designee, (which may be a Central reporting number), on each day involved, unless otherwise approved by the City.

**Section 19.5.** The Employer shall require an employee to furnish a standard written statement on the form provided by the City to justify the use of sick leave. An employee who is absent on sick leave shall be required to present a certificate stating the nature of the illness from a licensed physician, dentist or chiropractor, for any illness of more than three (3) days. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

**Section 19.6.** In addition to the provisions of Section 19.5 when an employee is off work because of an injury or disability whether job related or not, the employee must provide the Employer with a physician's statement that the employee is able to perform the duties of his/her job. This statement is for the purpose of protecting the Employer from Workman's Compensation claims or further claims arising from these existing injuries or disabilities. When sick leave is requested to care for a member of the employee's immediate family, the Employer may require a physician's statement to the effect that the presence of the employee is necessary to care for the ill person.

**Section 19.7.** At the discretion of the City, an employee may be required to submit to and pass a medical examination by a licensed physician satisfactory to the City before being permitted to return to work. If the physician is designated by the City, the City will pay the expense of said examination.

**Section 19.8.** Employees failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud may result in dismissal and refund of salary or wages paid. The employer may initiate investigations when an employee is suspected of abusing sick leave privileges.

**Section 19.9.** If an employee was hired by the City before July 1, 1985, he shall receive pay for one hundred five (105) days, plus fifty percent (50%) over one hundred five (105) days, of his unused sick leave in case of death, or permanent disability, or retirement, or if he resigns for a proven bona fide illness of himself or a member of his immediate family, or if he leaves employment for any reason after ten (10) years of continuous service. In case of death, permanent disability, retirement, resignation for a proven bona fide illness of an employee or a member of his immediate family, or if an employee leaves employment for any reason after ten (10) years of continuous service, those employees who were hired by the city on or after July 1, 1985 shall receive pay for up to one-third (1/3) the value of two-hundred ten (210) days of their accumulated but unused sick leave, and up to an additional one-half (1/2) the value of the next seventy (70) days of their accumulated but unused sick leave. No such employee shall receive more than one hundred five (105) full days' pay.

**Section 19.10.** An employee who does not use any of his sick leave in any period consisting of four (4) consecutive months shall be granted five (5) hours of compensatory time. The employee shall be permitted to use this compensatory time in accordance with the provisions of Article 28 this Agreement.

**ARTICLE 20**  
**INJURY-ON-DUTY**

**Section 20.1.** Every full-time bargaining unit employee shall be entitled to apply for benefits under this article on account of sickness or injury, provided such disability was occasioned while in the direct line of duty and under such circumstances that would cause the injury or disability to be compensable under the Worker's Compensation Law of the State of Ohio.

**Section 20.2.** To apply for benefits under Section 20.1 hereof, written application shall be made to the Director of Safety-Service accompanied by a certificate from a registered physician stating that such employee is unable to work and that such disability is the result of or is connected with the duties of such employee. It shall be the duty of the Director to approve or reject the application and in doing so may require examination by a registered physician of the Employer's selection.

**Section 20.3.** Before any employee who has made application to the Director of Safety Service for benefits under this article is entitled to receive any benefits under this article, he shall first make application for Workers' Compensation benefits from any compensation fund to which the City contributes by the filing of a FROI-1 form with the Bureau. He shall also complete the injury on duty and reimbursement forms provided by the City (see Appendix E). No employee shall be entitled to City- paid injury-on-duty benefits until this requirement has been completed.

**Section 20.4.** If the employee's application is approved and the state's FROI-1 is filed, payments received shall be considered a continuation of wages. The Employee may receive up to twelve (12) months full pay. The employee will be entitled to compensation for any job-related disability that requires him/her to lose any time off work, including weekends and holidays. In no event shall this provision entitle the employee to receive more than twelve (12) months full pay for the injury. In any event, no benefits under this article shall be payable after two (2) years from the date of injury. The benefits shall be computed on the basis of forty (40) hours per week. Specifically excluded from payment authorized herein are temporary, part-time, and seasonal employees.

**Section 20.5.** When the employee's application is approved, the Director of Safety Service shall place the employee in such benefit status.

**Section 20.6.** In the event the injury or disability is disallowed by the Bureau of Workers Compensation or the Industrial Commission of Ohio, the employee shall be charged with all time lost from work against his accumulated sick leave time. If the employee does not have accumulated sick leave time to cover either all or part of the time off, up to and including the date the claim is disallowed, then any monies paid to the employee by the City under this article shall be repaid by the employee to the City.

**Section 20.7.** In the event the injury or disability sustained by the employee is not total, the Safety Service Director may assign the employee to duties which are consistent with the employee's physical abilities. The City shall have the right to require the employee to submit to a medical examination by a licensed physician satisfactory to the City to determine the

employee's ability to perform the alternate job duties. Should an employee elect not to return to work under a modified duty assignment, the provisions for the benefits under this article shall cease.

**Section 20.8.** Once an employee has exhausted the twelve (12) weeks of Family and Medical Leave, the Employer shall have the right to have the employee examined by a medical practitioner designated by the Employer. Such examination(s) may occur at least every thirty (30) calendar days, as determined by the Employer.

In the event it is determined the employee cannot return to the full and complete duties of his position, the employee shall either draw Workers Compensation payments or the employee shall apply for disability retirement. If the licensed physician determines that the employee is unlikely to return to work at the end of the twelve (12) month period, the employee shall either file for Workers Compensation (lost wages only), or process disability retirement, and the provisions for the benefits under this article shall cease.

## **ARTICLE 21** **BEREAVEMENT LEAVE**

**Section 21.1.** Employees shall be granted a leave of absence in the event of the death of his/her spouse/domestic partner, the employee's or employee's spouse's parents, stepparents, children, step-children, brother, stepbrother, sister, stepsister, grandparents, step-grandparents, grandchild, niece, nephew, brother-in-law, sister-in-law, daughter-in-law and son-in-law.

**Section 21.2.** An employee may absent himself for this purpose for a period not to exceed three (3) working days for each death, including travel within the State of Ohio, and five (5) work days for each death, including travel time outside the State of Ohio.

**Section 21.3.** Employees will be granted a period not to exceed one (1) working day in the event of the death of an aunt or uncle, loco parentis.

**Section 21.4.** In order to be paid, proof of bereavement shall be presented upon return to work. This absence shall not be charged to the employee's sick leave.

## **ARTICLE 22** **EDUCATIONAL**

**Section 22.1.** An employee required to attend schooling or training sessions shall receive overtime for the time actually attending classes, except for the days that the employee is scheduled to work. An employee who volunteers for schooling must waive the above overtime provision.

**Section 22.2.** A college incentive program is hereby adopted for Police Officers as follows:

1. The base pay of a Police Officer shall be increased one dollar (\$1.00) per month for each credit hour of approved criminal justice/crime related fields of study courses successfully completed.

**Crime Related Fields of Study:**

- (a) Police Science/ Police Administration
- (b) Criminal Justice/Criminal Justice Administration
- (c) Criminology
- (d) Forensic Science/Criminalistics
- (e) Juvenile Justice
- (f) Corrections/Correctional

**Administration/Probation/Parole**

- (g) Criminal Justice Planning/Evaluation
- (h) Judicial Management/Court Administration
- (i) Behavioral Science/Psychology with Criminal Justice

**Concentration**

- (j) Business and Public Administration-with Criminal

**Justice Concentration**

- (k) Social Sciences-with Criminal Justice Concentration

2. A passing grade of "C" or better is required in order for the individual police officer to get credit under such incentive program.
3. The course selection shall be based on courses at the Lorain County Community College or approved by Lorain County Community College or other accredited educational institutions and leading to an Associate Degree in the Disciplines of Criminal Justice/related fields of study.
4. A maximum of ninety-six (96) credit hours shall be available for an Associate Degree under the college incentive program. A maximum of one hundred and twenty-one (121) hours shall be available for a Bachelor's Degree under the college incentive program.
5. No credit shall be earned until twelve (12) credit hours have been earned by the individual police officer.
6. Credit shall be given for approved courses successfully completed by a grade of "C" or better prior to the adoption of this program or prior to the employment as a police officer. Any police officer who is awarded and receives a Bachelor's Degree from an accredited educational institution shall receive the maximum one hundred twenty-one (121) credit hours available under this college incentive program. The maximum credit shall be given regardless of the field of study in which the Bachelor's Degree was awarded and received prior to the adoption of this program or prior to the employment as a police officer. Any employee who has been awarded a Bachelor's Degree shall receive full credit of one hundred twenty-one (121) hours. Employees who receive an Associate Degree and work

toward a Bachelor's Degree will receive a maximum of ninety-six (96) hours of credit until such time as they are awarded their Bachelor's Degree. Once the Bachelor's Degree has been awarded that employee becomes entitled to the additional twenty-five (25) credit hours for the maximum amount of one hundred twenty-one (121) hours.

**Section 22.3.** The City shall reimburse all employees for any costs for books and tuition upon successful completion of courses or schooling taken in the field of Criminal Justice/Related Fields of study. Tuition reimbursement shall be calculated by the City using the following formula:

**LORAIN COUNTY COMMUNITY COLLEGE:** Full reimbursement

**All other college and universities** will be reimbursed at a rate not to exceed \$253.00 per hour.

The books shall remain the property of the Department and shall be used by other members when applicable.

### **ARTICLE 23** **UNION LEAVE**

**Section 23.1.** Delegates appointed by the Union, not to exceed two (2) in number off duty at any one time, shall be granted time off with no loss of pay not to exceed the maximum of twenty (20) days duty per year, in order to perform their Union functions including:

1. Attendance at Conventions
2. Attendance at Conferences
3. Attendance at Seminars

The delegate shall provide twenty-four hours notice.

**Section 23.2.** The City will provide lockable space to EPPA with access to phone and copier equipment.

### **ARTICLE 24** **CORRECTIVE ACTION**

**Section 24.1.** No employee shall be reduced in pay or position, suspended, discharged, or subjected to disciplinary action except for just cause.

**Section 24.2.**

- A. Discipline will be applied in a corrective, progressive, and uniform manner. Progressive discipline shall take into account the circumstances surrounding the incident, the nature of the violations, the employee's record of discipline, and the employee's record of performance and conduct.

B. Any employee subject to a suspension without pay may request to forfeit vacation and/or holiday time in lieu of serving said suspension. The approval or denial of such request, either in all or in part, shall be at the sole discretion of the Employer.

**Section 24.3.** The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner. Any employee in disagreement with the action taken by the Employer has the right to file a grievance in accordance with the grievance procedure contained in this agreement.

**Section 24.4.** Whenever the Employer determines that there may be cause for an employee to be disciplined (e.g., suspended, reduced, or discharged), a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. The predisciplinary conference procedures shall be established by the Employer. The affected employee may elect to have a representative of the Union present at any such predisciplinary conference. It shall be the responsibility of the affected employee to notify the Union of any predisciplinary conference and/or resulting disciplinary action.

**Section 24.5.** Employees who are suspended, reduced, or discharged by the Employer for just cause in accordance with this article may appeal such disciplinary action exclusively through the Grievance and Arbitration Procedure of Article 25. Any such grievance may be brought directly to Step 3 of the grievance procedure.

## **ARTICLE 25** **GRIEVANCE PROCEDURE**

**Section 25.1.** The grievance procedure is a formal mechanism intended to assure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and appropriate action taken to correct a particular situation. Punitive action shall not be taken against any employee for submitting a grievance in good faith.

**Section 25.2.** The term “grievance” shall mean an allegation by a bargaining unit employee or group of employees that there has 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 the Agreement nor those matters which are controlled by the provisions of Federal, State and/or City laws and/or by the United States or Ohio Constitutions, or City Charter. It is acknowledged by the parties that this is a final and binding grievance procedure as defined in Ohio Revised Code, Section 4117.10, and that any appeals regarding specific provisions of this Contract are to be resolved exclusively through this grievance procedure as set forth in Section 4117.10.

**Section 25.3.** All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step, except for grievances involving suspension, which shall be introduced at Step 1 of the grievance procedure.

**Section 25.4.** Any employee(s) may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any Step to lapse without further appeal. Any grievance not answered by management within the stipulated time limits

shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure. All time limits on grievances may be waived upon mutual consent of the parties. In order for alleged grievance to receive consideration, the grievance must be presented at Step 1 of the grievance procedure within five (5) working days after the occurrence of the incident giving rise to the grievance.

**Section 25.5.** The Union shall designate an Official Grievance Committee, consisting of three (3) members of the bargaining unit, and shall notify the City in writing as to the membership of this committee.

**Section 25.6.** An employee covered by this Agreement has the right to represent himself in a grievance in accordance with the provision of this Article without intervention by the Union. The Employer will advise the Union Grievance Committee of the disposition of any such grievance and will provide an opportunity for the Union to be present at any adjustment. No settlement shall be in conflict with any provision of this Agreement. Whenever an employee elects to represent himself in a grievance, the employee shall be required to sign a written waiver holding the Union harmless from any claims by the employee. The employee must represent himself and shall be prohibited from utilizing legal counsel or any other representative. The Union shall maintain the sole and exclusive right to determine if a matter shall be arbitrated.

**Section 25.7.** All written grievances must contain the following information to be considered:

1. Aggrieved employee's name and signature
2. Aggrieved employee's classification
3. Date grievance was first discussed
4. Date grievance was filed in writing
5. Date and time grievance occurred
6. Where grievance occurred
7. Description of incident giving rise to the grievance
8. Articles and Sections of Agreement violated
9. Resolution requested

The Employer and the Union will develop jointly a grievance form, (Appendix B), which shall provide the information as outlined in this Section. The Union shall have the responsibility for the duplication, distribution, and their own accounting of the grievance form.

**Section 25.8.** The following steps shall be followed in the processing of a grievance:

**STEP 1 - POLICE CHIEF**

The employee(s) who has an alleged grievance shall file a grievance in writing, using a form jointly developed by the parties, with the Police Chief or designee. The grievance form will be signed by the employee and a member of the Official Grievance Committee. The Police Chief or designee shall meet with a member of the Official Grievance Committee within five (5) working days after the written grievance has been filed. It shall be the responsibility of the Police Chief or designee to investigate the allegations and provide a member of the Official Grievance Committee and if necessary, the Officer in Charge and/or any other Officer of the Department with his written answer to the

grievance within ten (10) working days after the meeting. The grievant(s) will attend this Step of the grievance procedure when so authorized by the Local Union Grievance Committee. The Police Chief may also call the employee's immediate supervisor to attend this meeting.

### **STEP 2 - DIRECTOR OF SAFETY SERVICE**

If the grievance is not settled at Step 1, the grievant may within five (5) working days after the receipt of the Step 1 answer, appeal the grievance in writing to the Director of Safety Service. The Director of Safety Service shall have seven (7) working days in which to schedule a meeting. The Director of Safety Service shall meet with a member of the Official Grievance Committee, and if so requested, the Union's Legal Counsel and/or, if necessary, the Officer in Charge, any other officers of the Department, or the Police Chief. The grievant(s) will attend this step of the grievance procedure when so authorized by the Official Grievance Committee. It shall be the responsibility of the Director of Safety Service to investigate the allegations and provide the Official Grievance Committee with his written answer to the grievance within seven (7) working days after the meeting. If no meeting was deemed necessary, the response shall be provided to the Official Grievance Committee within seven (7) working days after the grievance was received at this step.

### **STEP 3 - MAYOR**

If the grievance is not settled at Step 2, the grievant may within five (5) working days after the receipt of the Step 2 answer, appeal the grievance in writing to the Mayor of the City. The Mayor or his designee shall have seven (7) working days in which to schedule a meeting, if he deems such necessary. If a meeting is deemed necessary, the Mayor or his designee shall meet with a member of the Official Grievance Committee, and if so requested, the Union's Legal Counsel, and/or, if necessary, the Officer in Charge, any other officer of the Department, Police Chief, Director of Safety Service, or Law Director. The grievant will attend this step of the grievance procedure when so authorized by mutual agreement of the parties. It shall be the responsibility of the Mayor or his designee to investigate the allegations and provide a member of the Official Grievance Committee with his written answer to the grievance within seven (7) working days after the meeting. If no meeting was deemed necessary, the response shall be provided to the Official Grievance Committee within seven (7) working days after the grievance was received at this step.

### **STEP 4 - ARBITRATION**

If the grievance is not satisfactorily resolved at Step 3, it may be submitted to Arbitration upon request of the Union in accordance with this Section of this Step 4.

The Union, based on the facts presented, has the right to decide whether to arbitrate a grievance. The right of the Union to request arbitration over an unadjusted grievance is limited to a period of ten (10) days from the date final action was taken on such grievance under Step 3 in the grievance procedure and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer.

- A. Upon receipt of a notice to arbitrate, the Employer and the Union shall each appoint a spokesperson to represent them at the hearing. The two (2) designated spokespersons will meet and appoint a person to act as Arbitrator. In the event the two (2) designated spokespersons cannot agree upon the person within ten (10) days of the demand for arbitration, the parties will jointly request the American Arbitration Association to submit a list of fifteen (15) impartial persons qualified to act as an Arbitrator in accordance with its then applicable rules and regulations.

The Arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement, and he shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying or varying any way the terms of this agreement or of applicable laws.
  2. Limiting or interfering in any way with the powers, duties, or responsibilities of the Employer under applicable law.
  3. Limiting or interfering in any way with the powers, duties, or responsibilities of City Council under its rulemaking powers not inconsistent with this Agreement.
  4. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules, or regulations presently or in the future established by the Employer so long as such practice, policy, or regulations do not conflict with this Agreement.
  5. That would change the established wage scales, rates on new or changed jobs, or change in any wage rate, that has been negotiated as part of this Agreement.
  6. Granting any right or relief or any alleged grievance occurring at any time other than the contract period in which such right originated.
- B. The questions of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the 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 purview of arbitrability, the alleged grievance will be heard on its merits before the same Arbitrator.
- C. The decision of the Arbitrator resulting from any arbitration of grievances hereunder shall be in writing and sent to the Employer, the Spokesperson, and the grievant. The decision of the Arbitrator shall be final and binding, and the Employer shall notify the grievant and the Union within ten (10) working days

after his receipt of the Arbitrator's decision as to when the Employer will implement the Arbitrator's decision.

- D. The cost of the services of the Arbitrator, the cost of any proofs produced at the direction of the Arbitrator, the fee of the Arbitrator and rent, if any, for the hearing rooms, shall be borne by the party losing on the merits of the grievance. In the event that the Arbitrator's decision fails to grant the requested award of either party and represents a "split decision" on the merits of the grievance, the costs and fees of the witness shall be borne equally by the parties. The expenses of any non-employee witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcript. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his normally scheduled working hours on the day of the hearing. When for any reason the parties mutually cancel a scheduled arbitration hearing, and there is a cancellation fee to be paid to the Arbitrator, the parties shall share equally the cost of the fee. In the event only one (1) party cancels a scheduled arbitration hearing, the cancellation fee, if any, shall be paid by the party canceling the scheduled hearing.

**Section 25.9.** The time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the City and the Union, be binding on both parties. Working days as provided in the Grievance Procedure shall not include Saturdays, Sundays, or holidays.

## **ARTICLE 26** **EMPLOYEE RIGHTS**

**Section 26.1.** The Employer will provide the Union with copies of all written notices of actual disciplinary actions, notices of intent to take disciplinary actions, and termination notices unless otherwise requested by the employee. Any such request by the employee shall be in writing.

**Section 26.2.** Any employee who reasonably believes that he will be subject to disciplinary action shall have the right to Union representation during any interview with the Employer regarding the subject matter of the possible disciplinary action. The right to Union representation shall not apply to day-to-day interactions with supervisors.

**Section 26.3.** Any employee interviewed concerning an act which, if proven, could reasonably result in suspension, demotion or termination will be afforded the following additional safeguards:

1. **Notification of Scope of Questioning.** Whenever an employee is being investigated, the employee shall be informed of the general scope of the investigation prior to questioning. The notification shall include the name of the complainant, the date of the incident, the specific rules the Employer alleges were violated, whether the citizen has signed a complaint form, and a summary of the allegations against the employee sufficient to

reasonably apprise the employee of the nature of the charges. The employee may agree to answer questions at that time or request that questioning be delayed for up to three (3) calendar days in order to obtain legal advice or other assistance.

2. Notification of Nature of Investigation. Employees under non-criminal investigation shall be informed of the nature of that investigation and provided a copy of the written complaint, if one exists, within seven (7) working days of when the complaint is received. Employees on leave status shall be notified within four (4) working days of returning to duty. Where known, employees shall be informed of all details of the investigation that are necessary to reasonably apprise the employee of the factual background of the complaint. When, in the reasonable judgment of the Chief of Police, disclosure of the complaint will seriously jeopardize an investigation of the complaint, the notice requirement under this provision shall not apply.
3. Notification of Suspicion. The employee will be informed prior to the interview if the Employer believes the employee is the subject of the investigation.
4. Right to Representation. At the request of any police officer under disciplinary investigation, he shall have the right to be represented by the Union attorney or other Union representative of his choice, who shall be present at all times during such questioning whenever such questioning may result in suspension, demotion, or termination.
5. Right to an Attorney. If a City attorney participates in an interview involving an investigation of complaints or suspected violations of rules or regulations, the member shall have the right to have an attorney of his choosing accompany him in such proceedings.
6. Location of Interviews. With the exception of telephone interviews, interviews shall take place at Employer facilities, or elsewhere if mutually agreed, unless an emergency exists that requires the interview to be conducted elsewhere.
7. Time of Interviews. The Employer shall make a reasonable good faith effort to conduct these interviews at a time reasonably related to the employee's regular working hours, except for emergencies or where interviews can be conducted by telephone.
8. Employee Constitutional Rights. The employee will be required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which he or she is entitled under the laws of the state or the United States.
9. Notification of Criminal Nature of Investigation. If the Employer questions a member during a criminal investigation of one of its other employees, it shall advise the member of the criminal nature of the investigation and whether the member being interviewed is a suspect or a witness before interviewing the member. Notification shall not be required in the case of covert or undercover investigations. Investigations of the use of deadly force by members shall be conducted pursuant to the Employer's rules.

10. **Intimidation and Threats.** Interviews shall be done under circumstances devoid of intimidation, abuse, or coercion. The employee will not be threatened with transfer or any disciplinary action as a means of obtaining information. The employee cannot be subjected to abusive language or promise of reward as inducement for answering questions.

**Section 26.4. Criminal Investigations.** All employees subject to criminal investigation shall be provided the same constitutional and statutory safeguards afforded to all citizens.

**Section 26.5. Polygraph Examinations.** In the course of an interrogation, no officer shall be required to submit to a polygraph test or any other test questioning by means of any chemical substance, except with the officer's written consent. Refusal to submit to such tests shall not result in any disciplinary action nor shall such refusal be made part of his or her record. No employee shall be ordered to submit to any device designed to measure the truth of responses during questioning; provided, however, that there shall be no restriction on the right of any employee to submit to such device on a voluntary basis.

**Section 26.6. Limitation of Scope of Interviews.** All interviews shall be limited in scope to activities, circumstances, events, conduct, or acts that pertain to the incident that is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the employee about information that is developed during the course of the interview.

**Section 26.7. Personal Disclosure.** No law enforcement officer shall be required or requested to disclose any item of his property, income, assets, source of income, debts, or personal or domestic expenditures (including those of any member or his family or household) unless such information is necessary in investigating a possible conflict of interest with respect to his performance of his official duties, or unless such disclosure is required by law.

**Section 26.8. Witness Status.** If an employee is questioned only as a witness but the investigator believes or reasonably should believe the employee's responses disclose his own possible violations of the law or regulations, the employee shall be advised of the possibility that his actions or omissions may result in an investigation or disciplinary action and of the right to seek legal advice or other assistance. After the advice is given, the questioning will cease at the request of the employee or the investigator.

**Section 26.9. Tape Recording.** When an employee is being interviewed in an internal investigation, such interview shall be audio-recorded by the City if either the Employer or the employee so requests. Recordings of interviews may be made by either party and a copy of each recording shall be provided to the other party, upon the request. If the interviewed employee is subsequently charged and any part of any recording is transcribed by the Employer, the employee shall be given a complimentary copy thereof. All recordings shall be made openly. No surreptitious recordings shall be made by the City, the Union, or any bargaining unit member.

**Section 26.10. Time Limits on Reporting Findings.** The Internal Affairs Unit shall have one hundred twenty (120) days from the date a complainant signs his internal affairs complaint in an administrative investigation or the Chief assigns a department investigator within which to report

its findings to the Chief, which findings shall be file-stamped by the Chief's office upon receipt. In the case of a complaint that is originally investigated as a criminal investigation, the Internal Affairs Unit shall have ninety (90) days from the date such complaint is converted to an administrative investigation within which to report its findings to the Chief's office, which findings shall likewise be file-stamped by the Chief's office upon receipt. The Chief shall have thirty (30) days from that date within which to render his decision as to discipline, if any. The Chief may also return the investigation to the Internal Affairs Unit for an additional thirty (30) days, after which time he must render his decision.

**Section 26.11. Notification of Results.** The employee shall be advised of the results of the investigation and any future action to be taken on the incident.

**Section 26.12. Press Release of Results.** There shall be no press release by the Employer or the Association regarding the employee under investigation until the investigation is completed and the employee is either cleared or charged.

**Section 26.13. Publicity.** The Employer shall not cause employees being questioned to be subjected to visits by the press or news media, nor shall their home address be given to the press or news media without the employee's express consent.

**Section 26.12. Evidence.** Evidence obtained in the course of an internal investigation through the use of administrative pressure, threats, coercion, or promises shall not be admissible in any subsequent criminal action unless otherwise ordered by a court.

## **ARTICLE 27** **MILITARY LEAVE**

**Section 27.1.** Bargaining unit employees who are members of the Ohio National Guard, the Ohio military reserve, the Ohio Naval militia, or 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 performing military duty. Such paid time shall not exceed twenty-two (22) eight (8) hour work days, or one hundred and seventy-six (176) hours, in a calendar year.

**Section 27.2.** Except as otherwise provided in Section 27.3 herein, a bargaining unit employee who is entitled to leave, as described in Section 27.1, and who is called to military duty for a period in excess of twenty-two (22) eight (8) hour work days or one hundred seventy-six (176) hours in a calendar year in which military duty is performed, due to an executive order of the President of the United States or an act of Congress, shall, during such period designated in the order or act, be paid the lesser of the following:

1. The difference between the gross monthly wage/salary as an employee and the sum of his gross military pay and allowances received that month;
2. Five-hundred dollars (\$500.00)

**Section 27.3.** No bargaining unit employee shall receive payment under Section 27.2 herein if the sum of his gross monthly military pay and allowance exceeds his/her gross monthly wage/salary from the Employer.

**Section 27.4.** A bargaining unit employee shall be required to submit to the Employer the published order authorizing military duty or a written statement from the appropriate military commander authorizing such duty, prior to being credited with military leave as described herein.

**Section 27.5.** No bargaining unit employee will lose seniority while on extended military leave.

**Section 27.6.** Bargaining unit employee family members will remain on City Health Plan as a secondary to **TRICARE**.

**Section 27.7.** Bargaining unit employees shall have the option of changing days off when attending weekend drill with Reserve Units.

## **ARTICLE 28** **PROCEDURES FOR SCHEDULING DAYS OFF**

**Section 28.1.** All employees wishing to use a personal day or court time shall make a request to the Employer on a form mutually agreed to by the Union and the City.

**Section 28.2.** Approval or disapproval shall be made forty-five (45) days prior to the date of the requested day off if made within the twelve (12) week posted schedule (whether the schedule is posted or not). If submitted less than seventy-two (72) hours but more than twenty-four (24) hours, the request will be approved by the Officer in Charge scheduled at the time of submission. When time off is requested the same day, the OIC will approve or disapprove according to manpower levels at the time of submission. Excluding a special event which requires additional manpower, each Patrolman will have the opportunity to schedule one (1) personal day per year without regard to manpower levels with seven (7) days notice.

**Section 28.3.** If overtime is needed to permit an employee to take requested court time off, the employee requesting the compensatory (court) time off shall assist with finding a replacement worker and the court time request shall not be approved until a replacement employee has agreed to work the requested time. The replacement employee working the overtime may not choose compensatory time in lieu of overtime payment.

**Section 28.4.** Any disapproved requests shall have priority for approval, using date of submission, if manpower levels change prior to the requested days off.

**Section 28.5.** Once a request has been approved, schedule changes or unforeseen changes in manpower will not affect the approval, except in emergency situations.

**ARTICLE 29**  
**COPIES OF THE AGREEMENT**

**Section 29.1.** Each member of the Elyria Police Patrolman's Association will receive a copy of the Agreement.

**ARTICLE 30**  
**SEVERABILITY**

**Section 30.1.** This Agreement is subject to all applicable State and Civil Service rules and regulations. In the event any provision of this Agreement is found to be contrary to the above by a court of competent jurisdiction or by any official having authority to rule in the matter, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

**ARTICLE 31**  
**SERVICE WEAPON & BADGE**

**Section 31.1.** Upon retirement from the Elyria Police Department, a Police Officer will be given his/her service weapon and Elyria Police Retired badge.

**ARTICLE 32**  
**SENIOR PATROLMAN PROFICIENCY**

**Section 32.1.** Any patrolman upon reaching the third (3<sup>rd</sup>) anniversary of full time employment in the police department shall become a senior patrol officer, provided the patrolman has no suspensions in his/her record in the preceding 12 months. The senior patrol position is not a position of rank and not a promotion. It carries no authority over any other patrolman. The position recognizes demonstrated proficiency over a period of years and adherence to departmental standards.

**Section 32.2.** Each patrolman entitled to the position of senior patrol officer shall receive an additional seven hundred fifty (\$750.00) dollars per year, payable in the first pay period of July, as long as the senior patrol designation is maintained. Any patrolman entering the position during any calendar year, defined as June 1 to May 31, will be paid pro rata for the initial year.

**Section 32.3.** On June 1 of each year following designation as a senior patrol officer, each officer will be reevaluated to ensure maintenance of satisfactory performance standards. An alleged unsatisfactory written performance appraisal submitted to the police chief by a patrolman's shift supervisor and sergeant may cause temporary suspension of said designation if all those supervisors concur. Any deficiency providing cause for the suspension of designation of any officer will be provided to him/her, in writing.

**Section 32.4.** Any officer deprived of the senior patrol designation will have fourteen (14) days after receipt of notification to appeal the employer's decision. The appeal will be heard by a panel comprised of the Chief of Police or designee, a patrol officer appointed by the Union and an officer appointed from the ranks but selected by the strike method. The will hear the appeal

within thirty (30) days after the patrolman's designation was appealed. The panel's decision shall be rendered within three (3) days of the hearing and the decision is final and binding.

**Section 32.5.** Any officer losing his/her designation as senior patrolman may request re-designation by June 15 following loss of designation. Re-designation will be determined by the Chief of Police upon discussion and concurrence of the officers shift supervisor and sergeant. The Chiefs decision on re-designation is final.

### **ARTICLE 33** **FIREARMS PROFICIENCY ALLOWANCE**

**Section 33.1.** All bargaining unit members shall be required to qualify twice yearly with duty weapons as mandated by the Employer or by the State of Ohio in order for employees to maintain their law enforcement certification.

**Section 33.2.** Upon passage of the firearms qualifications for the second time in each calendar year as required by the Employer, those employees who meet or exceed the certification requirements will be given a proficiency allowance in the amount of seven hundred fifty dollars (\$750.00). Satisfactory qualification will be evidenced by a letter of qualification from the range officer or training officer to the employee or the City. Payment of the firearms proficiency allowance shall be made by the second pay period in November.

### **ARTICLE 34** **TRANSITIONAL WORK AND LIGHT DUTY ASSIGNMENTS**

**Section 34.1.** Whenever a bargaining unit employee is participating in a transitional work or a light duty assignment the City may assign the employee to perform duties outside of the normal duties of the employee's classification as a patrol officer. Normal duties of a patrol officer do not include dispatch duties or corrections officer duties within the Elyria City jail.

**Section 34.2.** Transitional work and light duty assignments are offered at the discretion of the City and are limited in number and availability.

### **ARTICLE 35** **LABOR – MANAGEMENT COMMITTEE**

**Section 35.1.** In the interest of sound labor-management relations, once each quarter, and on a mutually agreeable time, date and place, the Employer designee(s) shall meet with no more than three (3) representative of the EPPA to discuss issues of mutual labor-management interest.

The party requesting the meeting shall furnish an agenda to the other party at least five (5) days in advance of the scheduled meeting. The agenda should include the names of those persons attending and the matters to be discussed at the meeting. The purpose of such meetings shall be to:

- A. Discuss matters of mutual concern;
- B. Notify the EPPA of departmental changes made by the Chief of Police which affect the bargaining unit.
- C. Disseminate general information of interest to bargaining unit members.
- D. Discuss ways to improve department efficiency.

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

The committee shall not be used to bypass the normal chain of command. Matters that are subject to negotiations or regarding pending grievances shall not be discussed without mutual agreement of the City and EPPA.

**ARTICLE 36**  
**PERSONNEL FILES**

**Section 36.1.** There shall be one (1) personnel file for each employee. The contents of personnel records shall be made available to the employee for inspection and review during regular business hours of the Employer upon written request. Upon request, the employee shall be provided one copy of any document contained in his personnel file. An employee may obtain additional copies of documents that are subject to disclosure, in accordance with the Ohio Revised Code. An employee may not make unauthorized copies of his personnel file.

**Section 36.2.** If, upon examining his personnel file, a bargaining unit member believes that there are inaccuracies in documents contained therein, he may write a memorandum to the Employer explaining the alleged inaccuracy. After the Employer has dated and initialed the memorandum for the sole purpose of acknowledging receipt, the memorandum shall be placed in the personnel file and attached to the documents containing the alleged inaccuracy. The acknowledgement signature by the Employer does not indicate concurrence or disagreement with the employee's memorandum.

**Section 36.3.** All disciplinary matters shall cease to have force and effect for internal office purposes and shall not be considered for purposes of progressive discipline after the time periods set forth below, provided there have been no intervening disciplinary actions taken during the same time periods.

- |  |                |
|--|----------------|
| A. Verbal Counselings                                | one (1) year   |
| B. Written reprimands                                | two (2) years  |
| C. Suspensions, Demotions, or Disciplinary Transfers | five (5) years |

**Section 36.4.** An employee shall be provided with a copy of any disciplinary action or material related to job performance that is to be placed in his personnel file.

**Section 36.5.** Personnel investigations that result in findings of “exonerated”, “unfounded” or “not sustained” shall be retained in accordance with the City’s Record Retention Schedule.

**ARTICLE 37**  
**DURATION**

**Section 37.1.** This Agreement covers the period of July 1, 2010, through June 30, 2013, and shall become effective as of the date of execution. It shall remain in full force and effect until midnight June 30, 2013, unless otherwise terminated as provided herein.

**Section 37.2.** If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred fifty (150) calendar days prior to the expiration date and no later than one hundred twenty (120) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

**Section 37.3.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and Union and all prior agreements, either oral or written, are hereby canceled. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively or individually 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 of either or both parties at the time they negotiated or signed this Agreement.

**SIGNATURE PAGE**

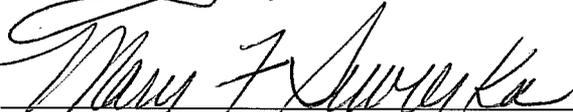
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives as of the \_\_\_\_\_ day of June 2012.

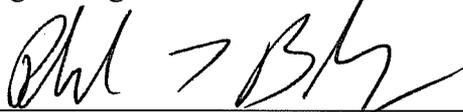
**FOR THE CITY OF ELYRIA**

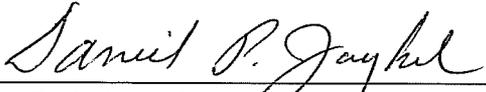
**FOR THE ELYRIA POLICE  
PATROLMAN'S ASSOCIATION**

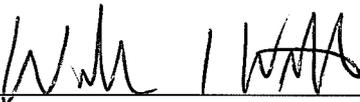
  
\_\_\_\_\_  
Holly C. Brinda, Mayor

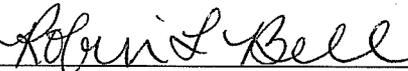
  
\_\_\_\_\_  
Negotiating Committee Member

  
\_\_\_\_\_  
Mary Siwiefka, Safety Service Director

  
\_\_\_\_\_  
Negotiating Committee Member

  
\_\_\_\_\_  
Dan Jaykel, Assistant Safety Service  
Director

 #336  
\_\_\_\_\_  
Negotiating Committee Member

  
\_\_\_\_\_  
Robin L. Bell, Consultant  
Clemans, Nelson & Associates, Inc.

  
\_\_\_\_\_  
Negotiating Committee Member



**APPENDIX B  
CITY OF ELYRIA & EPPA  
GRIEVANCE APPEAL FORM**

Name of Employee: \_\_\_\_\_ Grievance No.: \_\_\_\_\_

Grievant Classification: \_\_\_\_\_

Date Grievance Happened: \_\_\_\_\_

Date Grievance Presented: \_\_\_\_\_

Article(s) and Section(s) of the Agreement Violated:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Statement of Facts: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief Requested: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Official Grievance Committee

Representative Signature: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

(If group grievance-signature of all employees filing grievance should be attached. Following signature shall be the employee who represents the group.)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX B  
CITY OF ELYRIA  
GRIEVANCE APPEAL FORM (CONTINUED)**

**STEP 1 – CHIEF OF POLICE** **GRIEVANCE NO.**

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**Delivered** by an Official Grievance Committee Member to the Chief of Police.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Received By:**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Chief of Police Answer:**

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\_\_\_\_\_  
Chief of Police Name (Print)

\_\_\_\_\_  
Signature of Chief of Police

\_\_\_\_\_  
Date

**STEP 2 APPEAL – SAFETY SERVICE DIRECTOR** **GRIEVANCE NO.**

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**Delivered** by an Official Grievance Committee Member to the Safety Service Director.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Received By:**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Safety Service Director's Answer:**

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\_\_\_\_\_  
Safety Service Director Name (Print)

\_\_\_\_\_  
Signature of Safety Service Director

\_\_\_\_\_  
Date

**APPENDIX B  
CITY OF ELYRIA  
GRIEVANCE APPEAL FORM (CONTINUED)**

**STEP 3 APPEAL – MAYOR** \_\_\_\_\_ **GRIEVANCE NO.** \_\_\_\_\_

Delivered by an Official Grievance Committee Member to the Safety Service Director.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Received By:**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Mayor's Answer:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Mayor Name (Print)

\_\_\_\_\_  
Signature of Mayor

\_\_\_\_\_  
Date

**STEP 4 APPEAL – ARBITRATION** \_\_\_\_\_ **GRIEVANCE NO.** \_\_\_\_\_

Delivered by an Official Grievance Committee Member to the Safety Service Director.

The Elyria Police Patrolmen's Association hereby notifies the City of Elyria of its intent to arbitrate this grievance.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Received By:**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX C  
AGREEMENT**

The City of Elyria, by and between its Director of Safety Service, the Employer, and \_\_\_\_\_, (the Employee), agree as follows:

Whereas, the Employee has been injured during the course of his or her employment with the City of Elyria and has filed a claim for Worker's Compensation, said injury having occurred on or about \_\_\_\_\_, and the claim being numbered \_\_\_\_\_, and

Whereas, the Employee desires and/or did desire to be paid regular compensation by the Employer while the Employee is and/or was disabled as the result of the aforesaid injury, and also intends to file and/or has filed with the Industrial Commission of Ohio a claim,

NOW, THEREFORE, it is agreed by the Employer and Employee as follows:

That if the Employer pays and/or has paid the Employee's regular compensation under pertinent City labor agreement during the period of the Employee's disability aforesaid, such Employee shall reimburse the Employer for any monies paid should the claim be disallowed for any reason. Such payment shall be made in cash or through the exchange of unused but credited paid leaves.

The Employee authorizes a copy of this agreement to be filed with the Industrial Commission of Ohio and it is hereby authorized to carry out the terms and provisions hereof.

CITY OF ELYRIA, Employer

By: \_\_\_\_\_

Employee: \_\_\_\_\_

Date: \_\_\_\_\_